City of South Lake Tahoe
City Council and South Tahoe Joint Powers Parking Financing Authority
Meeting Agenda
Tuesday, August 12, 2025 at 9:00 am
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Tamara Wallace, Mayor
Cody Bass, Mayor Pro Tem
Scott Robbins, Councilmember
David Jinkens, Councilmember
Keith Roberts, Councilmember

Mission of the City Council
We provide responsive and effective local government by maintaining a safe, livable, and well-managed city through smart investment, reliable services, and thoughtful planning.

Public Participation
City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, YouTube at https://www.youtube.com/channel/UC3LYne8Ih-kTPLnnuyJW9SQ/live and via ZOOM at this link https://us02web.zoom.us/j/85827825853
A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us
Providing Public Comment:

In Person: Every agenda for regular meetings provides an opportunity for members of the public to directly address the legislative body (City Council), on any item of public interest which is within the jurisdiction of the City Council during Public Communications. For items on the agenda or in connection with any item which the City Council will consider, the public is given the opportunity to comment before or during the City Council's consideration of the item [Government Code Section 54954.3(a)].

Remote Participation: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The meeting ID is: 858 2782 5853. Press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak. ***Note: The Mayor reserves the right to conduct the meeting with in-person public participation only, if there is a technology malfunction that precludes the use of remote public participation.***

In Writing: Written comments received by 3 p.m. the day before the meeting will be distributed to City Council prior to the meeting. Written public comment regarding any item on this agenda may be sent to PublicComment@cityofslt.us. When emailing comments, identify the agenda item number in the subject line to which your comments relate. Any such comment that is a public record and is emailed to

PublicComment@cityofslt.us or otherwise provided to a majority of the City Council before the meeting will be made available for public inspection during normal business hours at the City Clerk's Office located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe [Government Code Section 54957.5(b)]. Written comments will not be read out loud during the meeting.

The City Council Chambers meeting facility is accessible to people with disabilities. Every reasonable effort will be made to accommodate any person needing special assistance to attend this meeting. Contact the City Clerk at (530) 542-6005 at least 48 hours in advance of the meeting for assistance [28 CFR 35.102.35.104 ADA Title II and Brown Act Government Code Sections 54953.2, 54954.1, 54954.2, and 54957.5].

Spanish Interpretations: The public may access Spanish interpretation using the ZOOM link listed on the front of the Agenda from an internet device (smartphone, laptop, tablet, home computer) with audio capabilities and selecting the Spanish language option. Persons without an internet device may attend the meeting in-person and a device will be provided while supplies last. Requests for interpreter services to offer public comment may be made by contacting the City Clerk.

Land Acknowledgement

Land Acknowledgement - The City of South Lake Tahoe acknowledges the lands we occupy today are the lands and home of the Wašíšiw, the people from here known today as the Washoe Tribe of Nevada and California, a sovereign nation. Since the beginning of time and for thousands of years before the arrival of any other people, the Washoe lived here and cared for this place, with values and intention that we can all learn from. On behalf of the City Council, I would like to acknowledge, thank, and honor the Indigenous Washoe Tribal Communities that are the past, present, and future stewards of the Lake Tahoe Basin.

Call to Order/Pledge of Allegiance

Roll Call

Closed Session Report

Public Communications

This is the public's opportunity to speak on any topic NOT LISTED on this agenda. Comments shall be limited to four (4) minutes. In accordance with the Brown Act, the City Council cannot deliberate or vote on any matter raised under public communications, but may briefly respond to statements made or questions posed. (Government Code Sections 54954.2)

City Commission Reports

Consent Agenda

Public Comment - This is the public's opportunity to speak on any topic listed on the Consent Agenda. Comments shall be limited to three (3) minutes per item and six (6) minutes total per speaker.
The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilmember may have an item on the consent agenda removed and considered separately upon request.

Pass a Motion to adopt the Consent Agenda in one motion except as indicated at each item.

1. Regular City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the minutes from the June 17, 2025, City Council meeting.
Responsible Staff Member(s): Michelle Davis, Assistant City Clerk
Item 1- Executive Summary.pdf
06 17 2025 City Council Meeting Minutes.pdf

2. Bijou Park Connector Multi-Use Trail Project: Award Construction Contract to The Design Build Inc. and Amend Professional Services Agreement with Eastern Sierra Engineering to Add Construction Support Services
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor Pro Tem to: (1) execute an Agreement with The Design Build Inc. in the amount of $733,786.00, with an additional 10% contingency of $73,378.60, for a total not-to-exceed project amount of $807,164.60 to build approximately 0.6 miles of Class I bicycle and pedestrian trail within Bijou Community Park; and (2) execute Second Amendment to Professional Services Agreement with Eastern Sierra Engineering in the amount $19,470.00, for a total contract amount not exceed $396,022.00.
CEQA Determination: This action is categorically exempt under CEQA Guidelines Sections 15301 (Existing Facilities) and 15304 (Minor Alterations to Land).
Responsible Staff Member(s): John Dickinson, Airport Manager (Acting Project Manager)
Item 2- Executive Summary.pdf
01- Staff Report
02- Contract with Design Build Inc.
03- Bid Tab
04 - Eastern Sierra Amendment No. 2.doc
05- PSA_Time_Amendment-1_C-108-2023_-_signed.pdf
06- C-094-2021 Eastern Sierra Engineering Inc_.pdf

3. Correction of Assessor Parcel Numbers for Grant of Permanent Easement to Liberty Utilities for Underground and Above Ground Utility Facilities at Harrison Avenue Parking Lot
Requested Action / Suggested Motions: Pass a Resolution Granting a Permanent Utility Easement to Liberty Utilities for the purpose of expanding infrastructure to service 12 Electric Vehicle Charging Stations at APNs 026-113-007, -008, -009, -010, and -011, all City-owned parcels.
CEQA Determination: This action is exempt under CEQA Guidelines Section 15061(b)(3) (small structures, such as the installation of utility infrastructure).
Responsible Staff Member(s): Emily Dougherty, Associate Transportation Planner
Item 3- Executive Summary.pdf
01 Staff Report - Harrison Liberty Easement.docx
02-Resolution - Correction to Liberty Easement.docx
03-Grant of Easement Harrison Liberty (Exh. A to Reso).pdf

4. Grant Funding Acceptance from the California Office of Traffic Safety
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor Pro Tem to execute agreement, budget, and reimbursement of grant award by California Office of Traffic Safety in amount up to $45,000.00 to facilitate extra enforcement for traffic-related issues for Federal fiscal year 2025/2026, effective October 1, 2025, and ending September 30, 2026.
Responsible Staff Member(s): LT. Doug Sentell
Item 4- Executive Summary.pdf
01-Staff Report - California Office of Traffic Safety.docx
02-Resolution-State Office of Traffic Safety.docx
03-Grant Agreement California Office of Traffic Safety (Exh. A to Reso)
04-GRANT-PROGRAM-MANUAL-FFY-2025 (Exh. B to Grant Agreement).pdf

5. Public Works Department Annual Report 2024
Requested Action / Suggested Motions: Receive and File.
Responsible Staff Member(s): Anush Nejad, Director of Public Works
Item 5- Executive Summary.pdf
01-Staff Report - Annual Report 2024.docx
02-PW Annual Report 2024.pdf

6. Award Furniture, Fixtures & Equipment Contract for New Multigenerational Recreation and Aquatic Center
Requested Action / Suggested Motions: Pass a Motion authorizing the Mayor Pro Tem to execute

the Professional Services Agreement with Meteor Education in the amount of $237,875.80 for the purchase, delivery, storage and installation of the furniture, fixtures and equipment for the new Multigenerational Recreation and Aquatic Center.
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 6- Executive Summary.pdf
01-Staff Report-Contract with Meteor Education for FFE 7.30.25.docx
02-Agreement with Meteor Education 8.1.25.docx
03-Meteor Cooperative Purchasing Agreement

7. Approval of a 3-Year Agreement with Arctic Wolf for Cybersecurity Services
Requested Action / Suggested Motions: Pass a Motion to authorize and direct the Mayor Pro Tem to execute a 3-year agreement with Arctic Wolf to provide cyberthreat detection and response services for a total cost of $113,538.00, paid in yearly installments.
Responsible Staff Member(s): Gabriel Raab, Network Systems Administrator
Item 7- Executive Summary.pdf
01-Staff Report - Arctic Wolf.docx
02-Arctic Wolf 1 year vs 3 year.pdf
03-Purchase Order and Agreement Arctic Wolf.pdf
04-Coop Agreement Ingram_OMNIA.pdf

8. Updating the Electric Vehicle Charging Rate for Public Chargers to Eliminate Grace Period
Requested Action / Suggested Motions: 1) Acting as the City Council, Pass a Resolution adopting the updated electric vehicle charging rate structure for City-owned publicly available electric vehicle chargers; and (2) Acting as the South Tahoe Joint Powers Parking Financing Authority, Pass a Resolution updating the electric vehicle charging rate structure for public chargers at the Parking Garage.
Responsible Staff Member(s): Sara Letton, Sustainability Coordinator, and Jeff Roberson, Police Chief
Item 8- Executive Summary.pdf
01 - Staff Report - Update to Electric Vehicle Charging Rate.docx
02 - Resolution EV Charging Station Rates City Council.docx
03 - Resolution EV Charging Station Rates STJPPFA.docx
04 - Redline of March 25 Staff Report Electric Vehicle Charging Rate for Public Chargers.pdf

9. Reimbursement Agreement with South Tahoe Public Utility District for the Rockwood to Blackwood Drainage Improvements Project
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor Pro Tem to execute the South Tahoe Public Utility District reimbursement agreement in an amount up to $59,728.75; and authorizing the Director of Finance to amend Fiscal Year 2024-2025 budget, and to invoice the District for an overall not to exceed amount of $59,728.75.
CEQA Determination: The Planning Commission adopted the Initial Study/Mitigated Negative Declaration for the Project on November 19, 2020, and on May 16, 2024, the Planning Commission adopted an addendum to the CEQA Initial Study/Mitigated Negative Declaration. This action does not require additional review under CEQA Guidelines section 15162.
Responsible Staff Member(s): Brianna Greenlaw, Associate Civil Engineer
Item 9- Executive Summaryu.pdf
01-Staff Report-STPUD Reimbursement UBPC.docx
02-STPUD Reimbursement Agreement (Exh. A to Reso).pdf
03-Resolution - STPUD Reimbursement UBPC.doc

10. Reimbursement Agreements with South Tahoe Public Utility District for the Tahoe Valley Stormwater and Greenbelt Improvement Project
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor Pro Tem to execute the South Tahoe Public Utility District reimbursement agreements in amounts up to $326,561.25 for the Phase 1 Project and up to $112,862.50 for the Phase 2 Project; and authorizing

the Director of Finance to amend Fiscal Year 2024-2025 budget, and to invoice the District for an overall not to exceed amount of $439,423.75.
CEQA Determination: The Planning Commission adopted a Mitigated Negative Declaration for the Project on May 9, 2019, SCH# 20190292152. Addendum No. 1 adding the basin and associated improvements at the corner of 4th Street and Barton Avenue was adopted by the Planning Commission on February 20, 2025. This action does not require additional review under CEQA Guidelines section 15162.
Responsible Staff Member(s): Brianna Greenlaw, Associate Civil Engineer
Item 10- Executive Summary.pdf
01-Staff Report - STPUD Reimbursement Agreements.docx
02-Project Area Map
03-STPUD Reimbursement Agreement Phase 1 (Exh. A to Reso)
04-Reimbursement Agreement Phase 2 (Exh. B to Reso)
05-Resolution - STPUD Reimbursement.doc

11. Financial Policy Amendments Regarding Procurement, Grant Funding and Compliance, Preserving Capital Investments, Unclaimed Check, and New Financial Policy - Fraud Waste and Abuse
Requested Action / Suggested Motions: Pass a Resolution amending financial policies regarding Procurement, Grant Funding and Compliance, Preserving Capital Investments, Unclaimed Check, and adopting New Financial Policy - Fraud Waste and Abuse.
Responsible Staff Member(s): Andrew Black, Financial Services Supervisor, Lori Marino, Principal Management Analyst
Item 11- Executive Summary.pdf
01-Staff Report - Financial Policy Amendments.docx
02-Resolution - Financial Policy Amendments.docx
03- CSLT Procurement Policy Redline.pdf
04- CSLT Procurement Policy (Exh. A to Reso).pdf
05- CSLT Grant Funding Compliance Policy Redline.pdf
06- CSLT Grant Funding Compliance (Exh. B to Reso).pdf
07- CSLT Preserving Capital Investments Redline.pdf
08- CSLT Preserving Capital Investments (Exh. C to Reso).pdf
09- CSLT Unclaimed Check Redline.pdf
10- CSLT Unclaimed Check (Exh. D to Reso).pdf
11- CSLT Fraud, Waste, and Abuse Policy (Exh E to Reso).pdf

12. Amendment No.1 to Agreement with Black Eagle Consulting for 2025 Construction Season Material Testing
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor Pro Tem to execute Amendment No.1 to Agreement with Black Eagle Consulting for an Additional $150,000 for the 2025 Construction Season Material Testing, for a total amount not to exceed $355,000.
CEQA Determination: This action is exempt from review under CEQA Guidelines section 15306 (Information Collection).
Responsible Staff Member(s): Stephen Anderjack, Project Manager
Item 12- Executive Summary.pdf
01-Staff Report-Amendment 1.docx
02-Amendment_1-C-XXX-2025.docx
03- C-135-2024 Black Eagle Consulting.pdf

13. Ratification of Contract Amendment with Patrick Clark Consulting for Labor Relations Support
Requested Action / Suggested Motions: Pass a Motion ratifying a contract amendment with Patrick Clark Consulting for Labor Relations Support for additional compensation of $13,000, and a total amount not to exceed $63,000.
Responsible Staff Member(s): Joseph Irvin, City Manager
Item 13- Executive Summary.pdf

01-Staff Report-PSA Amendment No. 1 Patrick Clark Consuting.docx
02-Amendment No. 1 with Patrick Clark Consulting.docx
03-C-018-2023 Patrick Clark Consulting.pdf

Regular-Unfinished Business

14. Lease to Locals Program Update
Requested Action / Suggested Motions: Pass a Motion to either: 1) Terminate the Professional Services Agreement with Placemate in 30 days, bring Program management in-house, and change the name to Long-Term Rental Incentive Program; 2) Allocate additional funding for incentive grants and continue with the Professional Service Agreement with Placemate; 3) Allocate additional funding for incentive grants and bring operation in-house; or, 4) Allow the Professional Services Agreement term to run its course until January 31, 2026, to gradually close the second grants.
Responsible Staff Member(s): Lydia Zuniga, Associate Management Analyst
Item 14- Executive summary.pdf
01_-_Staff_Report_Lease_to_Locals_Update__1_ (2).docx

Regular-New Business

15. Citizen Appointment to the Building and Housing Board of Appeals
Requested Action / Suggested Motions: Review the application received, and either 1) pass a Motion appointing the applicant to the Building and Housing Board of Appeals or 2) Direct the City Clerk to continue soliciting for applications to the Building and Housing Board of Appeals.
Responsible Staff Member(s): Michelle Davis, Assistant City Clerk
Item 15- Executive Summary.pdf
01-Staff Report- Appointment to the Building and Housing Board of Appeals.docx
02-_BBOA_Application-_May_Redacted.pdf

16. Ordinance Amending South Lake Tahoe City Code to Lower Speed Limits on Sections of Sierra Boulevard (First Reading)
Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by the title only) of an Ordinance Amending South Lake Tahoe City Code Chapter 4.25 (Motor Vehicles and Traffic), Article IV (Operation of Vehicles), Sections 4.25.160 and 4.25.170 to Modify the Speed Restrictions on Sierra Boulevard, and refer to second reading and adoption to the meeting on September 9, 2025.
CEQA Determination: This action is exempt from review under CEQA Guidelines section 15301(c) (Existing Facilities).
Responsible Staff Member(s): Anush Nejad, Director of Public Works and Doug Sentell, Administrative Lieutenant
Item 16- Executive Summary.pdf
01-Staff Report - Amendment to Speed Restrictions Ordinance Sierra.docx
02-Ordinance-Speed Limit Reduction on Sierra Blvd.docx
03 - R20250724 Sierra Boulevard ETS - Signed.pdf

17. Delegation of City Engineer and City Traffic Engineer and Agreement with Lefrancois Engineering for On-Call Engineering and Traffic Engineering Services
Requested Action / Suggested Motions: Pass a Resolution 1) Authorizing and directing the Mayor Pro Tem to execute Professional Services Agreement with Lefrancois Engineering for an amount not to exceed $300,000; 2) Appropriating $300,000 from General Fund Undesignated Excess Reserves into account 100-03210-42025; 3) Delegating to Michael Lefrancois, P.E., an employee of Lefrancois Engineering, the authority to act as City Engineer; 4) Delegating to Bill Suen, P.E. (Traffic) an employee of LSC Transportation Consultants, Inc., a subconsultant to Lefrancois Engineering, the authority to act as City Traffic Engineer.
Responsible Staff Member(s): Ricky Riddle, Construction Facilities and Program Manager
Item 17- Executive Summary.pdf

01-Staff Report - On Call Engineering Services.docx
02-Agreement - Lefrancois Engineering.pdf
03-Resolution-City Engineer and Traffic Engineer.docx

Agenda Planning Calendar

18. Agenda Planning Calendar
Requested Action / Suggested Motions: Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member(s): Joseph Irvin, City Manager, and Susan Blankenship, City Clerk
Item 18- Executive Summary.pdf
APC - 08 07 2025.pdf

Updates and Announcements (City Attorney, City Clerk, City Manager)

Councilmember Reports and Comments - Assignments to Boards, Committees, and Commissions

Adjournment
I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday, August 12, 2025, City Council meeting was posted and available for review on Thursday, August 7, 2025, at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City's website at https://www.cityofslt.us.
Signed August 7, 2025

\\sb\\ Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 1

Agenda Item: Regular City Council Meeting Minutes

Executive Summary: City Council are asked to formally adopt the meeting Minutes.

Requested Action / Suggested Motions: Pass a Motion approving the minutes from the June 17, 2025, City Council meeting.

Responsible Staff Member: Michelle Davis, Assistant City Clerk

Reviewed and Approved By: Susan Blankenship, City Clerk

Attachments:

06 17 2025 City Council Meeting Minutes.pdf

City of South Lake Tahoe
City Council Meeting Minutes
Tuesday, June 17, 2025 at 5:30 p.m.
City Hall - Council Chambers – 1901 Lisa Maloff Way, South Lake Tahoe

NOTE: The Meeting Minutes represent actions taken during the meeting of the City Council. Complete Council member discussions on Regular Session meeting items can be viewed in archived video recordings on the City's website at http://www.cityofslt.us *Public submittals on items are retained in the administrative record and can be viewed in the City Clerk's repository at* http://www.cityofslt.us

Land Acknowledgement
Mayor Wallace read the Washoe Tribe of Nevada and California Land Acknowledgement.

Call to Order/Pledge of Allegiance
Mayor Wallace called the meeting to order at 5:33 p.m., then led the pledge of allegiance.

Roll Call
Present were Mayor Wallace, Mayor Pro Tem Bass, and Councilmembers Robbins, Jinkens and Roberts.

Also present were City Manager Irvin, City Attorney Stroud, and City Clerk Blankenship.

Closed Session Reports
None.

Proclamations
1. Proclamation Recognizing June 2025 as "Pride" Month
Action: Issued a Proclamation to Lake Tahoe Pride recognizing June 2025 as "Pride" month.
Written Public Comment was received from the following person:
1. Laura Summers

The following people addressed the Council:
1. Zephyr Kao and Michael Cobbs, Lake Tahoe Pride

2. Proclamation Recognizing July 2025 as "Disability Pride" Month
Action: Issued a Proclamation to Access Tahoe recognizing July 2025 as "Disability Pride" month.
The following people addressed the Council:
1. Caitlin Drennan
2. Angie Regean, Access Tahoe
3. Dave Curtzman, Rotary Club
4. John Messina, Seniors Inc.

Public Communications
Public Comment was heard from the following people:
1. Scott Loberg- Need for accessible Escooters, defensible space protocols
2. Eli Ramos, Tribune reporter- Response to Pride Proclamation
3. Davidson - Thank you to the Council for supporting the two Proclamations

City Commission Reports
None.

Consent Agenda
Action: Moved/Seconded: Jinkens/Robbins
Yes: Wallace, Bass, Robbins, Jinkens, Roberts
Action: Passed the consent agenda.

3. **Regular and Special City Council Meeting Minutes**
   Action: Passed **Motion 2025-056** approving the minutes from the June 3, 2025, City Council meeting, and the June 6, 2025, Special City Council meeting.

4. **Hazardous Fuels Reduction Agreement with West Coast Arborists, Inc.**
   Action: Passed **Motion 2025-057** authorizing and directing the Mayor to execute a Professional Services Agreement with West Coast Arborists, Inc. **(C-115-2025)** in an amount not to exceed $217,675.00 for the South Tahoe High School Hazardous Fuels Reduction Project.

5. **Grant Funding Acceptance and Agreement with California Tahoe Conservancy (CTC) for General Forestry Services for fuels reduction projects on CTC owned property.**
   Action: Passed **Resolution 2025-049** accepting grant funding and authorizing and directing the City Manager to execute a contract for general forestry services California Tahoe Conservancy **(C-116-2025)** in the amount of $300,000.00 for Fuels Reduction Project work on CTC-owned property within the South Shore of the Tahoe Basin.

6. **Direct Charge for Mello-Roos Special Tax for Community Facilities District No. 1995-1 for Fiscal Year 2025-2026**
   Action: Passed **Resolution 2025-050** authorizing certification of direct charge for Mello-Roos Special Tax for Community Facilities District No. 1995-1 for Fiscal Year 2025-2026.

Consent Agenda- South Tahoe Redevelopment Successor Agency

7. **Annual Special Tax for Community Facilities District 2001-1 Series 2015 Special Tax Refunding Bonds for Fiscal Year 2025-2026**
   Action: Moved/Seconded: Robbins/Roberts
   Yes: Wallace, Bass, Robbins, Jinkens, Roberts
   Action: Acting as the South Tahoe Redevelopment Successor Agency, Passed **STRSA Resolution 2025-002** Establishing the Annual Special Tax for Community Facilities District 2001-1 (Park Avenue Project) Series 2015 Special Tax Refunding Bonds (Heavenly Village) for Fiscal Year 2025-2026.

   Note: Mayor Wallace announced Item #15 Cannabis Tax Rate Discussion would be moved to the September 9, 2025, City Council meeting.

Public Hearing

8. **South Tahoe Refuse Final Delinquent Fees Report**
   Action: Moved/Seconded: Robbins/Roberts
   Yes: Wallace, Bass, Robbins, Jinkens, Roberts
   Action: Passed **Resolution 2025-051** confirming the Final Delinquent Fees Report with revised list and directing the Finance Department to send a certified copy of the Report to the El Dorado County Auditor-Controller to add the delinquent amounts to the county property tax rolls for collection.
   Public Comment was heard from the following person:
   1. Scott Loberg

Regular-Unfinished Business

9. City of South Lake Tahoe and Heavenly Snow Removal Agreement

Action: Moved/Seconded: Bass/Jinkens
Yes: Wallace, Bass, Jinkens, Roberts
No: Robbins
Action: Passed **Motion 2025-058** authorizing the Mayor to execute an Agreement with Heavenly **(C-117-2025)** for Snow Removal services.
Public Comment was heard from the following person:

1. Brian Bigley, Heavenly Resort

10. Ordinance Amending Vacation Home Rental Regulations Outside Tourist Core (Second Reading) and Resolution Establishing Initial Application Period for Preferred Applicants

Action: Moved/Seconded: Roberts/Bass
Yes: Wallace, Bass, Jinkens, Roberts
No: Robbins
Action: (1) Passed **Ordinance2025-1200** Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code to Modify the Regulation of Vacation Home Rentals Located Outside the Tourist Core Area Plan; and (2) Passed **Resolution 2025-052** establishing an initial application period for prior Vacation Home Rental and Qualified Vacation Home Rental permittees who were in good standing.
Public Comment was heard from the following people:

1. Scott Loberg
2. Tom Todd
3. Lisa Underwood, Tahoe Keys Resort
4. Heide Munnecke, South Tahoe Association of Realtors
5. Kevin Jordan
6. Duane Wallace
7. Ed Mosur
8. Eric Wenz
9. Emily Hecock
10. Caleb Fry *provided written public comment
11. Steve Teshara, Tahoe Chamber
12. Matt Pagan
13. Adam Dia
14. Paula
15. Ed Kudey
16. Duggan Smith *provided public comment
17. Lauren Gresh, RnR Vacation Rentals
18. Robin Hawkey
19. Dori Irwin *provided written comment
20. Heidi Sanborn
21. Stu Roberson

Written Public Comment was received from the following people:

1. Matt Bettencourt
2. Eric Bickertt
3. Hing Chan and Michael Taravella
4. Alejandro Del Valle
5. Samantha and Adam Crawford
6. Vicky Kaleta
7. Dylan Hastings, South Tahoe Association of Realtors
8. Ellen LaVoie
9. Karen Lienert

Regular- New Business

11. Amendments to Vacation Home Rental Program Budget, Allocated Position Listing, and Master Fee Schedule

Action: Moved/Seconded: Bass/Jinkens
Yes: Wallace, Bass, Robbins, Jinkens, Roberts
Action: (1) Passed **Resolution 2025-053** Amending the FY 2024-2025 Vacation Home Rental (VHR) Program Budget and Changes to the Allocated Permanent Position Listing; and (2) Passed **Resolution 2025-054** Revising the 2024-2025 Master Fee Schedule to amend the annual VHR permit, Inspection and Re-inspection Fees.
Public Comment was heard from the following people:

1. Ed Mosur
2. Scott Loberg
3. Tom Todd
4. John Messina
5. David Gregorich
6. Stu Roberson

12. Acceptance of Grant from California Tahoe Conservancy for Regan Beach Rehabilitation Plan

Action: Moved/Seconded: Roberts/Robbins
Yes: Wallace, Bass, Robbins, Jinkens, Roberts
Action: Passed **Resolution 2025-055** accepting the grant and authorizing and directing the Mayor to sign the Agreement with California Tahoe Conservancy (CTC) **(C-118-2025)** from its Lake Tahoe Science and Improvement grant program for $500,000, appropriating $100,000 from General Fund Undesignated Excess Reserves and approving other budget amendments for the project.
Public Comment was heard from the following people:

1. Scott Loberg
2. David Gregorich

13. El Dorado Beach Revetment Project and Budget Allocation

Action: Moved/Seconded: Bass/Robbins
Yes: Wallace, Bass, Robbins, Jinkens, Roberts
Action: Passed **Resolution 2025-056** authorizing $75,000 from General Fund Undesignated Reserves to be allocated to Account #301-60086 El Dorado Beach Revetment to hire a consultant to complete design and permitting for a temporary repair to the erosion of the beach and burial of exposed super sacks while the City works on a long-term solution that includes removing the plastic super sacks.
Public Comment was heard from the following people:

1. Scott Loberg

Note: Motion to Extend the Meeting past 10:00 p.m.
Action: Moved/Seconded: Bass/Robbins
Yes: Wallace, Bass, Robbins, Jinkens, Roberts
Action: Passed **Motion 2025-059** to etend the meeting past 10:00 p.m.

14. Memorandum of Understanding with El Dorado County for Use of Senior Center and Coordination of Senior Services

Action: Moved/Seconded: Bass/Jinkens
Yes: Wallace, Bass, Robbins, Jinkens, Roberts
Action: Passed **Motion 2025-060** authorizing and directing the Mayor to execute a Memorandum of Understanding with El Dorado County for the use of the Senior Center and coordination of Senior Services.
Public Comment was heard from the following people:

1. Scott Loberg
2. John Messina

15. Cannabis Tax Rate Discussion

Note: This item was moved to the September 9, 2025, City Council Meeting.

Written Public Comment was received from the following person:

1. Alex Gosslin, Cannablue

Agenda Planning Calendar

16. Agenda Planning Calendar

Action: Received and filed.

Updates and Announcements (City Attorney, City Clerk, City Manager)

City Manager Irvin

1. City offices closed for Juneteenth.
2. Upcoming 4th of July Parade

Councilmember Reports and Comments - Assignments to Boards, Committees, and Commissions

Councilmember Jinkens

1. Condolences to the Walker family
2. Attended Dennis Williams celebration of life event

Mayor Wallace

1. Request for staff to work on an agreement with Senior Inc. to provide a common building clubhouse facility for the seniors outside of what the City and the County will be providing in the new Recreation Center. (Jinkens seconed).

Adjourment

Mayor Wallace adjourned the meeting at 10:32 p.m.

Date:_____

_____
Tamara Wallace, Mayor

Attest:_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 2

Agenda Item: Bijou Park Connector Multi-Use Trail Project: Award Construction Contract to The Design Build Inc. and Amend Professional Services Agreement with Eastern Sierra Engineering to Add Construction Support Services

Executive Summary: Staff recommends awarding the construction contract for the Bijou Park Connector Multi-Use Trail Project, which will build approximately 0.6 miles of Class I bicycle and pedestrian trail within Bijou Community Park. This new trail will connect the Al Tahoe Mobility Trail at Johnson Boulevard with the Dennis T. Machida Memorial Greenway Trail, closing a critical gap in the cityâ€™s non-motorized transportation network. The project supports local and regional plans, including the Cityâ€™s Active Transportation Plan and Safe Routes to School initiatives, and is aimed at improving access and safety for residents, particularly in underserved areas. By enhancing connectivity between neighborhoods, schools, parks, and transit routes, the trail will expand active transportation options and community access to key facilities. The project went to bid on June 4th, 2025, and ten prospective bids were received. The bid opening was on July 14th, 2025 and The Design Build Inc. was the lowest responsive bidder at $733,786, including the Compensatory Delay. Also, a contract amendment for Eastern Sierra Engineering is recommended for engineering assistance during construction.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor Pro Tem to: (1) execute an Agreement with The Design Build Inc. in the amount of $733,786.00, with an additional 10% contingency of $73,378.60, for a total not-to-exceed project amount of $807,164.60 to build approximately 0.6 miles of Class I bicycle and pedestrian trail within Bijou Community Park; and (2) execute Second Amendment to Professional Services Agreement with Eastern Sierra Engineering in the amount $19,470.00, for a total contract amount not exceed $396,022.00.

Responsible Staff Member: John Dickinson, Airport Manager (Acting Project Manager)

Reviewed and Approved By: Anush Nejad, Director of Public Works Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01- Staff Report
02- Contract with Design Build Inc.
03- Bid Tab
04 - Eastern Sierra Amendment No. 2.doc
05- Eastern Sierra Engineering Amendment No. 1 C-108-2023 - signed.pdf
06- C-094-2021 Eastern Sierra Engineering Inc_.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 12, 2025

Title: Bijou Connector Project Construction Award and ESE Amendment

Location: Bijou Community Park

Responsible Staff Member: John Dickinson, Airport Manager (Acting Project Manager)

Background: The Bijou Park Connector Multi-Use Trail Project involves the construction of approximately 0.6 miles of Class I multi-use bicycle and pedestrian trail within the City of South Lake Tahoe. The project is located on City-owned property within Bijou Community Park and is intended to provide a direct connection between two existing transportation corridors: the Al Tahoe Mobility Trail (constructed in 2020) at Johnson Boulevard, and the Dennis T. Machida Memorial Greenway Trail – Phase 1B (constructed in 2021).

The Greenway Trail is part of a larger multi-use pathway system that extends 3.86 miles from the Tahoe Sierra neighborhood toward Van Sickle Bi-State Park. It serves as a major non-motorized transportation route through the city, linking multiple neighborhoods with public facilities, schools, parks, and commercial areas. Planning for the Greenway included several connector trails to improve accessibility to key destinations. The Bijou Park Connector was identified as one of these planned connections to enhance access to Bijou Community Park, and to extend active transportation options between residential areas and the South Tahoe Middle School campus to the north.

This trail segment is consistent with multiple adopted local and regional planning documents, including the City's Active Transportation Plan, the 2015 Lake Tahoe Unified School District Safe Routes to School Plan, and the 2014 South Lake Tahoe Parks, Trails, and Recreation Master Plan. The project is also supported by the Lake Tahoe Bicycle Coalition, the Community Mobility Working Group, and the Measure S Joint Powers Authority – Bicycle Advisory Committee.

The project aligns with the goals of the Community Development Block Grant (CDBG) program by increasing non-motorized access to and from designated low-income and underserved areas within the City. By completing this connection, the project improves access to schools, parks, transit routes, and other community assets, while enhancing safety and connectivity for pedestrians and cyclists.

The project includes two main construction segments:

- The northern segment, extending from the Johnson Boulevard intersection (Al Tahoe Mobility Trail) to the northern entrance of Bijou Community Park.
- The southern segment, connecting the existing Greenway Trail to the southern entrance of the park.

With the completion of this trail, the City will address a key gap in its non-motorized transportation network, improve community connectivity, and expand access to recreational and public facilities.

Issue and Discussion: Bijou Park Connector Multi-Use Trail Project – Construction Contract Award
The Bijou Park Connector Multi-Use Trail Project was advertised for construction bidding on June 4, 2024, via PlanetBids. Bids were opened and publicly read on July 14, 2024, with a total of 10 bids received. The lowest responsive and responsible bid came from the Design Build Inc in the amount of $703,728.00, plus $500/day for Compensatory Delay, for a total of $733,786.00 The Engineer's Estimate for this project was $800,000 to $1,000,000. See Attachment 03. The project involves the construction of approximately 0.6 miles of new Class I multi-use bicycle and pedestrian trail, connecting the Al Tahoe Mobility Trail at Johnson Boulevard to the Dennis T. Machida Memorial Greenway Trail – Phase 1B, within Bijou Community Park.
This trail will significantly improve connectivity within the city's non-motorized transportation network and has been identified as a high-priority project in multiple adopted planning documents, including:

- The Active Transportation Plan
- The Lake Tahoe Unified School District Safe Routes to School Connectivity Plan (2015)
- The South Lake Tahoe Parks, Trails, and Recreation Master Plan (2014)

The project also supports the goals of the Community Development Block Grant (CDBG) program by increasing equitable access to transportation and recreational infrastructure in underserved areas of the community.

Staff Recommendation:
Awarding the construction contract to The Design Build Inc in the amount of $733,786.00, with an additional 10% contingency of $73,378.60, for a total not-to-exceed project amount of $807,164.60. The expected expenditures for the project are outlined in Table 1. Funding has already been approved by City Council and is in place for all aspects of the project.
In addition, staff recommends approving Amendment No. 2 to the existing professional services agreement with Eastern Sierra Engineering in the amount of $19,470 to provide construction support services, including assistance with Requests for Information (RFIs), review of submittals, and support with potential change orders. With this amendment, the not-to-exceed total contract amount for Eastern Sierra Engineering will be $396,022. This ensures continuity of design and responsive technical support throughout the construction phase.

Category	Amount
Base Contract	$733,786.00
Contingency	$73,378.60
Eastern Sierra Engineering – Amendment No. 2	$19,470.00
ESE Total Contract Not-to-Exceed Amount	$396,022.00
Labor Compliance (Woolpert)	$9,900.00
Material Testing	Within Budget

The current contract completion date is October 15, 2025. **This project must be completed by December 31st, 2025, before CDBG grant expiration. All Section 3 of CDBG will Adhered to.**

Financial Implications:
Funding for this project has already been approved by the City Council. The remaining available balances in the funding accounts are as follows:

301 50037

- **42020 – Professional Services:** $50,642.63
- **48030 – Construction:** $1,421,679.00

These funding sources will be interchanged as the construction part will need additional funding to complete.

Environmental Considerations: Construction of a finished bike path that closely follows existing worn footpaths through City-owned parkland is considered categorically exempt under the California Environmental Quality Act (CEQA). The project qualifies under Section 15301 (Class 1) – Existing Facilities, which exempts minor alterations to existing public facilities involving negligible or no expansion of use, and Section 15304 (Class 4) – Minor Alterations to Land, which includes grading on land with a slope of less than 10% and the creation of bicycle lanes within existing rights-of-way. In addition to CEQA compliance, the National Environmental Policy Act (NEPA) review and Tahoe Regional Planning Agency (TRPA) Environmental Improvement Program (EIP) permit requirements, including the TRPA Initial Environmental Checklist (IEC), have been completed to satisfy federal and regional environmental regulations.

Policy Implications: The Bijou Park Connector Multi-Use Trail Project supports Goal 7.3 by increasing connectivity and safety within the City of South Lake Tahoe. This new trail will close a vital gap in the existing network, providing safer, direct access between key neighborhoods, schools, and parks. By aligning with this goal, the project enhances active transportation options and improves overall community mobility.

DOCUMENT 00500 - AGREEMENT

City Of South Lake Tahoe
Department OF PUBLIC WORKS
Agreement
for

Bijou Park connector trail

Public Works Contract No. 25-30150037

THIS AGREEMENT is made and entered into this __12__ day of ____August__, 2025__, by and between the City of South Lake Tahoe, a political subdivision of the State of California, herein designated "City", and ____The Design Build Inc_____, herein designated as "Contractor."

WITNESSETH, that the City and the Contractor, in consideration of the mutual covenants hereafter set forth, agree as follows:

ARTICLE 1 — THE WORK

Contractor agrees to furnish all labor, tools, equipment, facilities, materials, transportation and services necessary to perform and complete, in a good and workmanlike manner, the **BIJOU PARK CONNECTOR TRAIL, PUBLIC WORKS CONTRACT No. 20-30150037**, as required pursuant to the Contract Documents.

ARTICLE 2 — COMMENCEMENT AND COMPLETION

The Work to be performed under this Agreement shall commence at the time as specified in the Notice to Proceed, and the Contractor shall diligently undertake the performance of the obligations as set forth in the Contract Documents to achieve Final Completion of the Work (as defined at Section 9.9 Special Provisions) by October 30, 2025, as set forth in the Notice to Proceed (the "Contract Time"). ***No grading or excavation or other land disturbance will be allowed between October 15th and May 1st; all Work shall be performed after the issuance of the Notice to Proceed, and Final Completion achieved within the contract time as set forth in these Bid Documents.***

The City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein, plus any extensions thereof allowed in accordance with the Contract Documents. The City and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, and pursuant to the Contract Documents, the City and the Contractor agree that as liquidated damages (but not as a penalty), the Contractor shall pay the City the sum of $4,200 for each calendar day beyond Substantial Completion and continuing until Bidder achieves Milestone #1, Substantial Completion (per Document 00100, Article 1.04.A.1), the Contractor shall pay the City the sum of $1,000 for each calendar day beyond that portion of the Contract Time within which the Bidder is required to achieve Milestone #2, Final Completion (per Document 00100, Article 1.04.A.2).

In accordance with the Contract Documents, including, without limitation Document 00400.4.2 ("Bid Proposal"), the daily amount that Contractor may charge to the City for all delay costs, direct and indirect (and inclusive of all expenses and damages, including, without limitation, jobsite and home office overhead costs and extended general conditions) applicable to the first sixty (60) calendar days of Compensable Delay, if any, is [INSERT FROM BID PROPOSAL], the amount set forth by Contractor in Document 00400.4.2 ("Bid Proposal"). This sum shall represent the exclusive and sole amount (i.e., payment in full for any and all direct and indirect delay costs) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all Compensable Delay(s) during the first sixty (60) calendar days of actual, Compensable Delay at the Project. Delay costs that may arise from Compensable Delay, if any, beyond the first sixty (60) calendar days of a Compensable Delay, if allowable, shall thereafter be governed by, and subject to, the applicable provisions of Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

ARTICLE 3 — CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept, in current funds for the performance of the Work pursuant to the Contract Documents, the Contract Sum for the completion of the Work in accordance with the Contract Documents as follows:

[INSERT: BASE BID SCHEDULE PER BID PROPOSAL.]

TOTAL CONTRACT SUM$ $733,786.00

For the Total Contract Sum of Seven hundred thirty-three thousand, seven hundred eighty six.

_____ dollars and Zero cents.

The above Total Contract Sum includes all allowances, if any, provided for in the Contract Documents.

Compensation for Unit Price Items shall be based upon the unit prices stated in the above schedule multiplied by the actual quantities or units of work and materials performed or furnished. Unit prices paid by the City may change depending on actual quantities or units of work completed in accordance with the Contract Documents.

ARTICLE 4 — PREVAILING WAGES

Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, the Contractor, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Attention is directed to the federal minimum wage rate requirements as predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rate determined by the Director of Industrial Relations for similar classifications of labor, the Contractor and Subcontractor(s) shall pay not less than the higher wage rate.

In compliance with Senate Bill 854 and the California Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the City's office. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774. These rate determinations are found on the State of California Department of Industrial Relations' website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

ARTICLE 5 — CONTRACT DOCUMENTS

The Agreement includes and incorporates by reference the Contract Documents for the Project, which consists of the following documents:

(a) Notice to Bidders (Document 00100);

(b) Instructions to Bidders (Document 00200);

(c) Bid Proposal (Document 00400);

(d) Bidder's Bond (Document 00410);

(e) Designation of Subcontractors (Document 00420);

(f) Verification of Contractor and Subcontractor DIR Registration (00423)

(g) Self-Performance Declaration (Document 00425);

(h) Debarment and Suspension Certifications (Document 00430);

(i) Non-Collusion Declaration (Document 00432);

(j) Worker's Compensation Certification (Document 00435);

(k) Business and Professions Code Sections 7028.15 and 7031 Statement (Document 00440);

(l) Bidder's Statement of Financial Responsibility, Technical Ability and Experience (Document 00450);

(m) Equal Employment Opportunity Certification (Document 00460);

(n) Non-Lobbying Certification (Document 00465);

(o) Disclosure of Lobbying Activities (Document 00466);

(p) Construction Contract DBE Commitment (Document 00471);

(q) DBE Information – Good Faith Efforts (Document 00475);

(r) Agreement (Document 00500);

(s) Payment Bond Form (Document 00610);

(t) Performance Bond Form (Document 00620);

(u) Sample Escrow Agreement for Security Deposits In Lieu of Retention (Document 00630);

(v) Warranty/Guaranty Form (Document 00635);

(w) Acknowledgment of City Code (Document 00640);

(x) Bid Document Certification (Document 00650); See Exh G

(y) The Standard Specifications of the State of California, Department of Transportation, dated 2022; the Standard Plans of the State of California, Department of Transportation, dated 2022, and the South Lake Tahoe Public Improvement and Engineering Standards;

(z) Special Provisions (which incorporate by reference, and, as specified, modify the Standard Specifications of the State of California, Department of Transportation, dated 2022; the Standard Plans of the State of California, Department of Transportation, dated 2022, and the South Lake Tahoe Public Improvement and Engineering Standards) (Document 00700);

(aa) Supplemental Conditions (Document 00800), if any;

(bb) General Requirements, if any;

(cc) Construction Progress Documentation (Document 01300);

(dd) Technical Specifications;

(ee) Contract Drawings;

(ff) Addenda (numbers ___ to____, inclusive; and

(gg) Permits from other agencies as may be required by law.

Exhibits to this Agreement are enumerated as follows:

- Block Grant Provisions (Appendices A, B, C1, and C2) hereto as Exhibit A;
- TRPA Construction Permit hereto as Exhibit B;
- Quality Assurance Plan hereto as Exhibit C;
- Acknowledgment of Monument Responsibility hereto as Exhibit D;
- SWPP hereto as Exhibit E;
- Accepted Contractor's Bid attached hereto as Exhibit F;
- Escrow Bid Document Certification attached hereto as Exhibit G; and
- Insurance Certificates and Endorsements as Exhibit H.

ARTICLE 6 — WORKERS' COMPENSATION

Contractor shall take out and maintain during the life of the Agreement, adequate and sufficient workers' compensation insurance for all Contractor's employees employed at the site of improvements, and, if any Work is sublet, Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. If any class of employees engaged in Work under this contract at the site of the Project is not protected under workers' compensation law, Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify the City for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance.

By its signature upon this Agreement, Contractor certifies that it has carefully reviewed and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of the labor Code. Contractor, as a condition precedent to the commencement of its Work pursuant to the Agreement, shall comply with such provisions.

ARTICLE 7 — INDEMNITY AND INSURANCE

To the fullest extent permitted by law, and in strict accordance with the Contract Documents, Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, City Council members, employees, agents, the, the Architect/Engineer, the Project Manager and the Project consultants, and their respective principals, officers and employees, and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Contractor's operations to be performed under this Agreement, and as otherwise set forth in Contract Documents, including, without limitation, Section 7-1.05A of the Standard Specifications, as modified by Section 7.11 of the Special Provisions. The obligations of defense and indemnity set forth in this Article, and in the Contract Documents, shall not be limited by any insurance requirements or obligations pursuant to the Contract Documents. The obligations arising from this Article shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity (including all duties to defend), which would otherwise exist as to a party, or person described elsewhere in the Contract Documents.

Contractor shall maintain the insurance coverage described in Section 7-1.06 of the Standard Specifications, as modified by Section 7.12 of the Special Provisions, throughout the performance of the Agreement, including any maintenance, warranty and/or guaranty periods. This Agreement shall not be operative until evidence of such insurance has been provided to, and approved by, the City as to form, amount, and carrier. Contractor shall not allow any subcontractor to commence Work at the Project until subcontractor provides evidence to Contractor and City that subcontractor has obtained insurance acceptable to the City.

ARTICLE 8 — NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual for whom it

is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the address listed below:

Notices required to be given to City:
City Engineer
City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150-6251

Notices required to be given to Contractor:
_____
_____
_____
_____

Notices required to be given to any surety(ies):
_____
_____

ARTICLE 9 — MISCELLANEOUS

9.1 Terms. Terms used in this Agreement will have the meanings indicated in the Contract Documents.

9.2 Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 Successors and Assigns. City and Contractor each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 South Lake Tahoe City Code. Contractor acknowledges that all pertinent provisions within the South Lake Tahoe City Code are incorporated by reference as though set forth in full herein, and, further, the failure of Contractor or any subcontractor, of any tier, to comply with any of its/their obligations under the Contract Documents, or the requirements of the South Lake Tahoe City Code, or any other applicable law, code, statute, or regulation, shall be deemed a material breach of the Agreement.

9.6 Third Party Beneficiary. Contractor expressly acknowledges the City's status as a third party beneficiary solely with respect to the performance to be rendered under each subcontract, of any tier, upon the Project, and, as a result, Contractor acknowledges that City possesses, *inter alia*, the rights enumerated within the South Lake Tahoe City Code as to the enforcement of obligations under subcontracts of any tier.

9.7 Regulatory Requirements. Contractor acknowledges that the Project is subject to requirements and regulations issued on behalf of various governmental and/or regulatory bodies, including, without limitation, the Lahontan Regional Water Quality Control Board and the Tahoe Regional Planning Agency, among others. Contractor agrees to fully and promptly comply with any and all requirements and regulations issued on behalf of such entities.

9.8 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of El Dorado, State of California, and governed by California law. By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, County of El Dorado, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

IN WITNESS HEREOF, the said City of South Lake Tahoe, State of California, has caused this Agreement to be executed by its Mayor in its behalf, and the said Contractor has signed this Agreement the day and year first above written.

CITY OF SOUTH LAKE TAHOE

By_____
Mayor Pro Tem Cody Bass
City of South Lake Tahoe,
State of California

Contractor: _____

By _____

Title _____

Business License No. _____

ATTEST:

By _____
Susan Blankenship
City Clerk
City of South Lake Tahoe

APPROVED AS TO FORM:

By
Heather Stroud
City Attorney
City of South Lake Tahoe

_____

END OF DOCUMENT 00500

CITY OF SOUTH LAKE TAHOE

DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

DOCUMENT 00100 - NOTICE TO BIDDERS

ARTICLE 1 - GENERAL

1.01 NOTICES

A. **NOTICE IS HEREBY GIVEN** that sealed Bids will be accepted at the Public Works Office, City of South Lake Tahoe, 1740 D Street, South Lake Tahoe, California 96150-6251 until **1:00 p.m. on July 8, 2025** for the **BIJOU CONNECTOR TRAIL PROJECT** in accordance with Bid Documents for the Work on file and available for viewing in the Department of Public Works Building at 1740 D Street, City of South Lake Tahoe, and available to view and download free of charge from the City of South Lake Tahoe's Planet Bids website as described herein Section 2.09, "Availability of Bid Documents" in this Notice to Bidders.

1.02 THE WORK

A. The "Work" will consist of:

1. The Bidder shall furnish all labor, equipment and materials and perform all work necessary for the **BIJOU CONNECTOR TRAIL PROJECT** in the City of South Lake Tahoe in strict conformance with the Contract Documents (as defined in the Agreement), including, without limitation, the specifications and construction drawings. Work to be performed includes, but is not limited to: demolition, traffic control, construction staking, construction of a Class 1 trail, ADA curb ramps, crosswalks, Rectangular Rapid Flashing Beacon (RRFB), signing, striping and pavement marking, installation of HDPE pipe, Best Management Practices, compliance with regulatory permits, establishing vegetation on areas disturbed by construction activity, and all other work as described in the Contract Documents, including, without limitation, project construction drawings, bid documents, Special Provisions, City of South Lake Tahoe Public Improvements and Engineering Standards, and the 2023 edition of the California Department of Transportation, Standard Specifications.

1.03 ESTIMATED COST

A. The estimated cost for the Base Bid Schedule of this Work is in the range of: $800,000 to $1,000,000.

1.04 CONTRACT TIME AND MILESTONES

A. Final Completion (as defined in Section 9.9 of the Special Provisions) must be achieved on or before October 15th 2025. ("Contract Time"). The Work must be completed in accordance with the Contract Documents subject to the following:

2. Milestone #1: Achieve Substantial Completion (as defined in Section 9.8 of the Special Provisions) of the Work (in accordance with Section 9.8 of the Special Provisions) on or before October 15st 2025.

3. Milestone #2: Achieve Final Completion of the Work (in accordance with Section 9.9 of the Special Provisions) on or before October 30th 2025, within 15 calendar days after Substantial Completion of the Work has been achieved.

4. Excavation and grading activities may only be undertaken between May 1 and October 15; except that all Work shall be performed after the issuance of the Notice to Proceed, and Final Completion achieved within the Contract Time as set forth in these Bid Documents.

5. Work shall commence in accordance with the City's issuance of a "Notice to Proceed" as set forth in the Contract Documents.

1.05 LIQUIDATED DAMAGES

A. Substantial Completion (Milestone # 1): Liquidated Damages will be assessed in the amount of $5,000 for each calendar day beyond October 15th and continuing until Bidder achieves Milestone #1, Work Substantial Completion as set forth in Document 00100, Article 1.04.A.1.

C. Final Completion (Milestone # 2): Liquidated Damages will be assessed in the amount of $1,000 for each calendar day beyond that portion of the Contract Time within which the Bidder is required to achieve Milestone #2, Final Completion as set forth in Document 00100, Article 1.04.A.3.

D. In the event that Bidder fails, concurrently, to achieve multiple Milestones within the allocated portions of Contract Time as set forth

in the Contract Documents, the Liquidated Damages assessed by the City shall be cumulative. Therefore, the City may, concurrently, assess Liquidated Damages for the Bidder's failure to achieve two or more Milestones on the same calendar day.

E. The City may withhold Liquidated Damages from payments to the Bidder as such damages accrue, or, at the City's sole discretion, withhold Liquidated Damages from any payments due or that become due pursuant to the Agreement, including retention and final payment (pursuant to California Government Code §53069.85).

1.06 BIDS MUST BE RECEIVED BY THE CITY AT THE FOLLOWING ADDRESS PRIOR TO THE DATE/TIME DESIGNATED FOR BID OPENING:

Department of Public Works
1740 D Street
South Lake Tahoe, California 96150-6251

Bids and sealed envelopes containing bids must bear the Project name and Project number(s).

1.07 BIDDER'S SECURITY

A. Each Bid must be accompanied by cash, a certified or cashier's check, or a bond in the sum of not less than ten percent (10%) of the total aggregate of the Bid price, including all additive Bid items, as required in the Instructions to Bidders.

1.08 BID OPENING

A. A representative on behalf of the Department of Public Works will open Bids at the City Services Center, City of South Lake Tahoe, 1740 D Street, South Lake Tahoe, California 96150-6251, at **1:00 p.m. on July 8, 2025.**

1.09 ERRORS OR DISCREPANCIES IN THE BIDS

A. The City, in its sole discretion, reserves the right to reject any and all Bids, and to waive any errors or discrepancies in the Bids.

1.10 BID AWARD

A. If the Agreement is to be awarded, the City will award the Agreement to the lowest responsive, responsible bidder; provided, however, that the City, in its sole discretion, reserves the right to reject any and all bids. Subject to the full and complete satisfaction of the requirements set forth in the Bid Documents by the Bidder(s), said award shall be determined pursuant to an evaluation of the Total Base Bid Price submitted by each Bidder. **For the Work, the Total Base Bid Price**

shall be determined by adding the amounts set forth in the Base Bid Schedule and the Daily Rate of Compensation for Compensable Delay For Contractor And All Subcontractors/Suppliers Multiplied By 60.

The Contract Sum for the Agreement, if awarded, between the City and Contractor shall be for the price indicated in the Total Base Bid.

The City reserves the right, in its sole discretion, to make any changes to the Work in accordance with the Bid Documents (and Contract Documents) at any time, including, without limitation, the deletion, addition or modification of any aspect(s) or scope(s) of the Work to be performed, whether before or after the Agreement is awarded, if at all.

1.11 STANDARD PLANS AND SPECIFICATIONS

A. The Work shall be done in accordance with the Contract Documents, which shall include, without limitation, the Standard Specifications of the State of California Department of Transportation, dated 2023, and the Standard Plans, dated 2023, of the State of California Department of Transportation, insofar as the same may apply, as amended and augmented by the Bid Documents, the City's Special Provisions, the Project plans and drawings, the South Lake Tahoe City Code, the City of South Lake Tahoe Public Improvement and Engineering Standards, and all other applicable laws, regulations and codes.

1.12 BID ESCROW

A. In accordance with the requirements of the Contract Documents, the three apparent low Bidders shall submit into a bid escrow, within three (3) business days after opening of bids, one (1) copy of all documentary information and data generated in preparation of the Bid Proposal for the Project (in the format as required pursuant to the Contract Documents).

1.13 BID RIGGING

A. The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

ARTICLE 2 - OTHER NOTICES

2.01 CONTRACTOR'S LICENSING REQUIREMENT

A. Pursuant to Document 00200, Article 3 "Compliance with Contractor's License Law," the Bidder must possess the following Contractor's License(s) classifications to perform the Work: **"Class A".**

B. Because federal funds are involved in this Project as indicated below, the Bidder must possess the required classification of Contractor's License at the time of the Contract Award (per Public Contract Code §20103.5).

2.02 LABOR; PREVAILING WAGE REQUIREMENT

A. Pursuant to Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Section 1720, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

Only vendors/contractors that are subject to the public works statutes would be required to register. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. Department of Industrial Relations, Contractor Registration information and web link: http://www.dir.ca.gov/Public-Works/PublicWorks.html

In compliance with Senate Bill 854 and the California Labor Code, all bidders shall include with their bid proof of registration from the Department of Industrial Relations that includes the contractor's legal name, registration number, license type/number, registration date and expiration date, for every contractor and subcontractor, regardless of tier. Submittal of this information is due no later than four business days after bid opening.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their

certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

B. Pursuant to the Contract Documents, all workers employed in the performance of the Work must be paid rates at least equal to the prevailing wage rates last adopted by the Director of the California Department of Industrial Relations for the County of El Dorado, and which are incorporated herein by reference. In accordance with California Labor Code § 1773.2, these wage rates, and any applicable the federal minimum wage rates for this Project as predetermined by the United States Secretary of Labor, are on file at the offices of the City (Department of Public Works) and shall be made available to any interested party upon request.

C. The applicable prevailing wage rates are also available on the State of California Department of Industrial Relations website at California Department of Industrial Relations Home Page http://www.dir.ca.gov/.

D. Bidder must comply with all applicable requirements of the California Labor Code, including, without limitation, all requirements set forth in Division 2, Part 7, Chapter 1. Attention of Bidder is also directed to the following sections of the California Labor Code: Prevailing Wage Requirements (§§ 1771.5 and 1776); Apprentices (§1777.5); Working Hours (§§ 1810 to 1815); Workers Compensation (§ 1860); and Protection of Workers in Trench Excavations (§§ 6705 and 6707).

E. The Project involves federal funds; Bidder is therefore also directed to the federal minimum wage rate requirements. If there is a difference between the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rate determined by the Director of Industrial Relations for similar classifications of labor, the Bidder and its Subcontractor(s) shall pay not less than the higher applicable wage rate.

2.03 BONDS; INSURANCE; TAXES

A. Notwithstanding any other documents or data required by the Contract Documents or the City as a condition precedent to the City's execution of the Agreement, the successful Bidder must timely deliver signed Contract bonds (including, without limitation, payment bond and performance bond) and all required insurance documents to the City for review and acceptance by the City, through the City Council, before the City will execute the Agreement and issue a Notice to Proceed.

B. No Agreement shall exist until all required Contract bonds and insurance documents have been accepted by the City.

C. Bidder, and all listed subcontractors, shall pay all City required business and professional taxes and fees prior to the issuance of the Notice to Proceed.

2.04 NON-DISCRIMINATION

A. This Project is subject to contract nondiscrimination and compliance requirements (pursuant to California Government Code, Section 12990 and 49 CFR, Part 26 requirements). The City hereby notifies all Bidders that it will affirmatively ensure that in any Agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.

B. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs).

To file a complaint of discrimination: write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity employer.

C. Bidder must comply with Title VI requirements.

2.05 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS.

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the Agency]. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

2.06 DESIGNATION OF SUBCONTRACTORS.

Bidders must designate the name and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price, as well as the portion of work each subcontractor will perform on the form provided herein by the Agency. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

Bidders must comply with provisions of 2009 California Public Contract Code – Section 4100-4114 (Chapter 4. Subletting and Subcontracting).

2.07 FEDERAL REQUIREMENTS.

The project is receiving Federal Community Development Block Grant Funds (CDBG) and the successful bidder shall be subject to and comply with the federal requirements applicable to this work. As applicable, federal approval of the contractor, subcontractors, and required documents will be obtained before the Agency awards the contract, and also be required to submit documents to the appropriate federal agency and /or division as work progresses. These submission requirements are subject to modifications. The Federal requirements provisions applicable hereto, include, but are not limited to the following:

- Federal Labor Standards Provisions
- Equal Employment Opportunity
- Section 3 of the HUD Act of 1968
- Minority/Women Owned Business Enterprises (MBE/WBE)
- Executive Order #14173
- Davis Bacon Act – Prevailing Wages (See Appendix B of Exhibit A)
- Copeland Act (Anti-kick-back Requirements)
- Lead-Based Poisoning Prevention
- Adherence to Air & Water Quality Standards
- Non-Debarment

2.08 CONTRACTOR CERTIFICATIONS.

Bidding contractors must review and certify to the understanding of specified regulations and requirements (see forms "B-03 Bidder Certifications").

2.09 GENERAL BLOCK GRANT CONDITIONS

See Appendix A for the General Block Grant Conditions. The Contractor shall meet these conditions.

2.10 PERFORMANCE OF THE WORK

A. No grading, excavation or other land disturbance will be performed pursuant to the Agreement between October 15 and May 1; all Work shall be performed after the issuance of the Notice to Proceed and Final Completion achieved within the Contract Time as set forth in these Bid Documents.

2.11 APPLICATION OF SOUTH LAKE TAHOE CITY CODE

A. In addition to any other applicable federal, state, and local rules, regulations and laws, this Project shall be subject to the South Lake Tahoe City Code. Bidders shall review and be familiar with the requirements of the South Lake Tahoe City Code prior to the submission of any Bid.

2.12 PROGRESS SCHEDULE

A. Pursuant to the Contract Documents, a computerized CPM Progress Schedule **is** required pursuant to Part 2.01(A) of Document 01300 ("Construction Progress Documentation") where the Contract Sum equals or exceeds Two Million Dollars ($2,000,000).

2.13 RETENTION FROM PAYMENTS DURING CONTRACT TIME

A. Pursuant to the Contract Documents, Bidder may substitute securities for any money withheld from progress payments in accordance with Document 00630, "Sample Escrow Agreement for Security Deposit In Lieu of Retention."

2.14 AVAILABILITY OF BID DOCUMENTS

A. Bid Documents (as defined in the Contract Documents), but not including the California Department of Transportation Standard Specifications and Plans, are available for download to each prospective bidder at the City of South Lake Tahoe website, Purchasing Department webpage. **Interested bidders must register as a vendor by logging on to the City of South Lake Tahoe, Planet Bids website:** http://www.planetbids.com/portal/portal.cfm?CompanyID=14997# These Bid Documents may be viewed and downloaded free of charge by visiting the above website. A hard copy of the Bid Documents will be available for viewing at the Department of Engineering at the City of South Lake Tahoe Public Works Office, 1740 D Street, Monday through Friday, between the hours of 9 AM to 4 PM.

2.15 NON-MANDATORY PRE-BID CONFERENCE

A. A Non-Mandatory Pre-Bid Conference will be held on **June 17, 2025 at 10:00 AM** at the **Public Works Office** located at 1740 D Street, South Lake Tahoe, CA. The Pre-Bid Conference will also be available to attend on Microsoft Teams. Link will be posted on Planet Bids. Bidders should become thoroughly familiar with the terms and conditions of the Bid Documents and local conditions affecting the performance and costs of the Work before attending this conference.

B. Bidders must fully inspect the Project site in all particulars before submitting a Bid.

C. **Attendance at the Pre-Bid Conference is Non-Mandatory**. A Bidder who does not attend the mandatory pre-bid conference will be eligible to bid on this Project.

2.17 PROJECT MANAGER/AUTHORIZED REPRESENTATIVE

A. The City's Project Manager and Authorized Representative for this Project is: John Dickinson, telephone number (530) 542-6182; and e-mail: jdickinson@cityofslt.us.

2.18 SUBSTITUTIONS

A. Except as may otherwise be provided in the Contract Documents, Bidder may offer any material, process, article, or equipment that is substantially equal or better in every respect to that so indicated or specified in the Contract Documents; provided, however, that if the material, process, article, or equipment offered by Bidder is not, in the opinion of the City's Authorized Representative, substantially equal or better in respect to that specified, then Bidder must furnish that material, process, article, or equipment specified or one that in the opinion of the City's Authorized Representative is substantially equal or better in every respect.

B. Proposals for alternative material(s), process, article(s), or equipment requested during the bidding period must be submitted in writing, in accordance with the requirements of the Contract Documents and all applicable federal, state, and local rules, regulations and laws, including the most recent version of the Public Contract Code and the South Lake Tahoe City Code.

2.19 MBE/WBE GOAL

A. See Appendix C2 of Exhibit A. The Contract DBE Goal for this Project is: **8%**

2.20 CALIFORNIA AIR QUALITY CONTROL BOARD (CARB) EQUIPMENT EMISSIONS - CERTIFICATES OF REPORTED COMPLIANCE (CRC)

A. Bidders shall include Certificates of Reported Compliance (CRC) for all In-Use Off-Road Diesel-Fuel Fleet Vehicles from all contractors and subcontractors with their bid proposal. Failure to include CRC records with the bid proposal is/are causes for the Bid to be rejected as non-responsive.

END OF DOCUMENT 00100

DOCUMENT 00200 - INSTRUCTIONS TO BIDDERS

ARTICLE 1 - GENERAL

1.01 Bidder must examine these Instructions carefully and respond to all requirements and conditions.

1.02 Bidders must be aware of the requirements of all applicable codes and other legal references, whether or not identified in the Bid Documents (as defined in the Special Provisions), and including, without limitation, the most recent version of the applicable Building Codes, the South Lake Tahoe City Code and the City of South Lake Tahoe Public Improvement and Engineering Standards.

ARTICLE 2 - COMPETENCE OF BIDDERS

2.01 Bidders must meet all qualifications and requirements as contained in the Bid Documents.

2.02 Any Bidder may be required to furnish evidence satisfactory to the City that the Bidder and its proposed subcontractors have sufficient means and experience in the type of Work required to assure satisfactory completion of all the requirements of the Contract Documents.

ARTICLE 3 - COMPLIANCE WITH CONTRACTOR'S LICENSE LAWS

3.01 Bidder's attention is directed to the provisions of Chapter 9 of Division 3 of the California Business and Professions Code, and section 3300 of the California Public Contract Code. As federal funds are involved in this Project, the Bidder must possess the required classification of Contractor's License at the time of the Contract Award (Public Contract Code §20103.5).

3.02 If a Bidder does not possess the required Contractor's License at the time of Contract Award, in accordance with Public Contract Code §20103.5, the Bid will be considered non-responsive and will be rejected by the City. The City may require forfeiture of the Bidder's Security.

3.03 Joint venture Bidders must possess a joint venture license. Each party to a joint venture must be properly licensed for the Work of this Project.

ARTICLE 4 - PRIOR DISQUALIFICATION

4.01 A Bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state or local project because of a violation of a law or a safety regulation.

4.02 The City will review the circumstances and information presented in the Bid Documents and related disclosures and certifications. The City, in its sole discretion, will determine if acceptance of any Bid is in the City's best interest.

ARTICLE 5 - EXAMINATION OF BID DOCUMENTS AND PROJECT SITE

5.01 The Bidder must carefully examine the site of the Work and Bid Documents.

5.02 The submission of a Bid will be conclusive evidence that the Bidder has investigated and is fully aware of the conditions and difficulties that may be encountered including the availability of labor and materials to be provided, of the character, quality and quantities of Work to be performed, and of the requirements of all Bid Documents.

5.03 Where investigation of subsurface conditions has been made by the City with respect to foundation or other design aspects, Bidders may inspect the City's records of such investigation, including examination of samples and drill cores, if any.

5.04 When logs of test borings indicating a record of the data obtained by the City's investigation of subsurface conditions are made available, said logs represent only the investigator's opinion as to the character of material encountered in test borings and are made available only for the convenience of bidders.

5.05 Investigation of subsurface conditions is made for the purpose of design, and the City assumes no responsibility, whatsoever, with respect to the sufficiency of test borings, accuracy of the log of test borings, of other preliminary investigations, or in the interpretation thereof. There is no warranty or guarantee, express or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unforeseen conditions may not be encountered.

5.06 No information derived from such inspection of records of preliminary investigations made by the City, or from the maps, drawings, plans, or Contract Documents relieve Bidder from any risk or from properly fulfilling all the terms of the Contract. Records of such preliminary investigations as may have been made by the City may be inspected by contacting the City's Authorized Representative as identified in the Notice to Bidders.

5.07 Making information available to Bidders is not to be construed in any way as a waiver of the aforesaid provisions, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered. Should Bidder wish to perform any inspection or investigation of the Project site so as to satisfy itself as to the condition(s) that may be encountered, Bidders shall submit a written request to the City, at least two weeks prior to the date specified for the submission of bids, identifying any reasonable inspection or investigation that Bidder wishes to perform. Thereafter, and within the sole discretion of the City, Bidder may be allowed to perform the requested inspections or investigations at the Project site subject to the express satisfaction of any conditions required by the City, including, without limitation, the procurement by Bidder of acceptable insurance coverage(s) and the performance of the requested inspections or investigations at times and locations as specified by the City.

5.08 Failure by Bidder to educate itself with available information will not relieve Bidder from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

5.09 Bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the Work will be or is now performed, and, so far as possible, the successful Bidder must employ such means and methods in carrying out its Work as will not cause any interruption or interference with any other contractor and/or work undertaken directly by City forces.

ARTICLE 6 - DISCREPANCIES, CONFLICTS, OMISSIONS, OR ERRORS

6.01 If any person contemplating submitting a Bid is in doubt as to the intended meaning of any part of the Bid Documents, or finds discrepancies in, or omissions in the Bid Documents, that person must submit a written request for an interpretation or correction thereof at least five (5) calendar days before the deadline for the submission of Bids.

6.02 Inquiries must be addressed to the City's Authorized Representative identified in the Notice to Bidders, and must be submitted to the City through the City's Planet Bid website.

6.03 Any request received fewer than five (5) calendar days before the said deadline may not be answered. The person submitting the request will be responsible for its prompt delivery.

6.04 Any interpretation or correction of the Bid Documents will be made only by written Addenda, and will be made available by the City to each person included on the City's plan holders list for the Project. The date and time of the bid opening shall be extended by no less than 72 hours if the City issues any material changes, additions, or deletions to Bid Documents less than 72 hours prior to the closing of the time within which bids are to be received.

6.05 The City shall not be responsible for any explanation or interpretation of the Bid Documents not communicated to Bidders in written Addenda. If no written Addenda are issued relating to supposed discrepancy, conflict, omissions or errors in figuring the Work, the supposed discrepancies, conflicts, or omissions are governed by appropriate provision(s) applicable to such aspects of the Work as set forth in the Contract Documents.

ARTICLE 7 – BIDDER'S SECURITY

7.01 Each Bid must be accompanied by cash, a certified or cashier's check, or an original Bidder's Bond in an amount not less than ten percent (10%) of the total aggregate of the Bid, including all additive Bid items, if any, to be used in determining the low bid for the Project.

7.02 A Bid will be considered non-responsive if not accompanied by proper Bidder's Security.

7.03 The original Bid Bond must be provided by an admitted surety, authorized to issue surety bonds in the State of California, and the surety must properly execute the Bid Bond.

7.04 Bonds and checks must be made payable to "**The City of South Lake Tahoe.**"

7.05 All bonds must be provided on the forms included with the Bid Documents or the

Bid may be considered non-responsive.

ARTICLE 8 - BID FORMS

8.01 Prospective Bidders are furnished with a Bid Proposal form at Document 00400. The Bid Proposal form may contain a schedule of items requesting lump sum prices. It may also state estimated quantities of various kinds of Work to be performed, or materials to be provided, with a schedule of items for which unit prices are required.

8.02 The unit prices or lump sum pricing must include full compensation for providing all labor, materials, services, tools, equipment and whatever else is required to perform all Work in accordance with the requirements of the Bid Documents.

8.03 All Bids must be submitted on the forms furnished by the City, and Bidder is solely responsible to diligently follow all directions required by the City with respect to the completion and submission of the Bid Proposal form as set forth in the Bid Documents, including these Instructions and the Bid Proposal form. A Bid Proposal not submitted on the form furnished by the City, or that does not comply with the City's directions with respect to the completion and submission of the Bid Proposal form, may be considered non-responsive by the City in its sole discretion. **The City reserves all rights to reject any or all Bids, and to waive any minor irregularity in the completion of the Bid Proposal form, within its sole discretion.**

8.04 Completing the Bid Proposal form:

A. The Bidder's name must be the same as listed on Bidder's California State Contractor's license.

B. Bid Price(s) must be in the manner required by the Bid Proposal form.

C. Bid Proposal form must be signed by the Bidder or duly authorized representative:

1. If the Bidder is an individual, name must be stated.

2. If the Bidder is a partnership, name of the partnership must be stated and one or more partners must sign the Bid Proposal form.

3. If the Bidder is a limited liability company, the name of the company must be stated, and the title of the person with authority to sign and bind the company must be stated.

4. If the Bidder is a corporation, the name of the corporation must be stated, the state of incorporation must be listed, the title of the person with authority to sign and bind the corporation must be stated, and the corporate seal must be affixed.

5. The Bidder's business and mailing address must be stated.

D. Comply with all instruction as required in the Bid Documents and as set

forth on the Bid Proposal form.

8.05 Required Listing of Proposed Subcontractors:

A. Failure of a Bidder to list the names and locations of all Subcontractors performing more than one-half of one percent of the value of the Work as required under the Public Contract Code, or to provide the description of the subcontracted Work performed by any listed Subcontractor, and/or to provide all information required pursuant to Document 00420 ("Designation of Subcontractors") as part of the Bid is/are causes for the Bid to be rejected as non-responsive.

B. The attention of Bidder is directed to the provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code §4100, related to penalties for use of unauthorized Subcontractors or by making unauthorized substitutions.

8.06 Self-Performance Requirements:

A. Pursuant to Section 5-1.13 ("Subcontracting") of the Standard Specifications, as amended pursuant to Section 5.3 of the Special Provisions, the Bidder is required to certify that it shall perform with the Bidder's own organization contract Work in an amount not less than **30%** of the original price of the Work.

B. **The Bidder must complete Document 00425 ("Self-Performance Declaration") and submit the same with the Bid or, alternatively, by facsimile, at (530) 541-3051, to the City within 24 hours after the time of bid opening.** Failure of a Bidder to provide the Self-Performance Declaration within the time specified may result in a non-responsive bid.

8.07 Submission of DBE Commitment Submittal and DBE Good Faith Efforts Submittal Forms:

A. Pursuant to Section 2-1.12B(2) ("DBE Commitment Submittal") of the Standard Specifications, as amended pursuant to Section 2.1 of the Special Provisions, the Bidder must submit to the City the required DBE information on the "Construction Contract DBE Commitment," Exhibit 15-G, form included in the Bid Documents (Document 00471) with the Bid, or alternatively, it must be received by the City within four (4) working days after the bid opening. **The form may be delivered to the City personally or by facsimile at (530) 541-3051.** Failure of a Bidder to provide the DBE Construction Contract Commitment form within the time specified may result in a non-responsive bid.

B. Pursuant to Section 2-1.12B(3) ("DBE Good Faith Effort Submittal") of the Standard Specifications, as amended pursuant to Section 2.1 of the Special Provisions, if Bidder has not met the DBE goal, Bidder shall complete and submit to the City the "DBE Information - Good Faith Efforts," Exhibit 15-H, form included with the Bid Documents (Document 00475) demonstrating that Bidder made adequate good faith efforts to meet the goal. The DBE Information - Good

Faith Efforts shall be submitted with the Bid, or alternatively, it must be received by the City within five (5) working days after the bid opening. **The form may be delivered to the City personally or by email.** Failure of a Bidder to provide the DBE Information - Good Faith Efforts form within the time specified may result in a non-responsive bid.

ARTICLE 9 - CONTRACTING PRINCIPLES

9.01 The successful Bidder must, during the Contract Time:

A. Comply with all applicable federal, state, and local rules, regulations, codes, and laws, including, without limitation, the most recent version of the South Lake Tahoe City Code and the City of South Lake Tahoe Public Improvement and Engineering Standards.

B. Maintain financial records adequate to show that the City's funds paid pursuant to the Contract were used for purposes consistent with the terms of the Agreement.

ARTICLE 10 - SUBMISSION OF BID FORMS

10.01 Bid Proposal forms must be completed in ink, completely filled out, and submitted on the Bid Proposal forms furnished as part of the Bid Documents. Bid Proposal forms delivered by facsimile (unless expressly authorized pursuant to the Bid Documents) or e-mail, or modifications to a Bid Proposal form delivered by facsimile, will not be considered by the City, and will be cause for the City to reject the Bid as non-responsive.

10.02 It is the sole responsibility of the Bidder to ensure that its Bid is received at the proper time and at the proper location. Bids received after the time fixed for receiving them will not be considered.

10.03 Late Bids will be returned by the City to the Bidder unopened.

10.04 Each Bid must be addressed to the Department of Public Works, City of South Lake Tahoe, and must be delivered to and received by the City Public Works Office at 1740 D Street, South Lake Tahoe, CA 96150-6251 no later than the date and time set for the opening of Bids in the published Notice to Bidders.

10.05 Each Bid must be enclosed in a sealed envelope bearing the title of the Project, Project number, the name of the Bidder and the date and time of the opening. Failure to do so may result in a premature opening of, or failure to open, such bid. Bids improperly marked may be disregarded.

ARTICLE 11 - WITHDRAWAL OF BID FORMS

11.01 Any Bid may be withdrawn at any time before the time fixed in the Notice to Bidders for the opening of Bids only by written request of the Bidder or a duly authorized representative.

11.02 Withdrawal of a Bid does not prejudice the right of the Bidder to file a new Bid at any time prior to the time fixed for receiving Bids in the Notice to Bidders.

11.03 Whether or not Bids are opened exactly at the time stated in the Notice to Bidders, a Bid will not be accepted after the time stated.

11.04 After the opening of Bids, Bids may only be withdrawn in accordance with the provisions of Public Contract Code Section 5100 through 5107, and the Bidders' attention is directed to those provisions.

ARTICLE 12 - PUBLIC OPENING OF BIDS

12.01 Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

ARTICLE 13 - REJECTION OF IRREGULAR BIDS

13.01 The City reserves the right to reject any and all Bids, in its sole discretion.

13.02 The City may, in its sole discretion, reject any Bid, including, without limitation, if there appears to be any alteration of the Bid Proposal forms, any addition or condition not called for, or any incompleteness, erasure or irregularity of any kind.

13.03 Bids not completed in ink will be rejected.

13.04 If the Bid amount or other material information is changed or revised, the change must be initialed.

ARTICLE 14 - COMPETITIVE BIDDING

14.01 More than one Bid from an individual, firm, partnership, corporation, or combination thereof, as a principal, under the same or different names will not be considered. Reasonable basis for believing that any individual, firm, partnership, corporation, or combination thereof is a principal in more than one Bid for the Work contemplated may cause the rejection of all Bids in which such individual, firm, partnership, corporation, or combination thereof is a principal.

14.02 If there is a reason for believing that collusion exists among the Bidders, any or all Bids may be rejected.

14.03 A person, firm, or corporation submitting a sub-bid to a Bidder, or who quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other Bidders or from being a principal Bidder for the same Work.

14.04 Bids in which unit prices or line items are obviously unbalanced may be rejected.

14.05 Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect an award of the Agreement is in violation of the competitive bidding requirements of the Public Contract Code, and may render void any Agreement let under such circumstances.

ARTICLE 15 - ESTIMATED QUANTITIES

15.01 The quantities stated in a schedule of items for which unit prices are asked to be bid are approximate only.

15.02 The quantities are given as a basis for the comparison of Bids.

15.03 The City does not, expressly or by implication, represent that the actual amount of Work will correspond with quantities given and reserves the right to increase or decrease the quantities of Work for any Bid item, or to omit portions of the Work, as the City may deem necessary or advisable.

ARTICLE 16 - SUBSTITUTION OF ALTERNATIVE MATERIALS, ARTICLES, OR EQUIPMENT

16.01 Bids must be based upon use of items named in the Bid Documents, if applicable.

16.02 In certain cases, specific items have been named (named products) because of operational or maintenance considerations; approval of proposed equals should not be assumed by a Bidder under any circumstances.

16.03 Pursuant to Public Contract Code §3400, alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed provided the Bidder complies with the following requirements:

A. The proposal will not be considered unless the submittal is made within 35 calendar days after the award of the Agreement, and is accompanied by complete information and descriptive data necessary to determine equality of offered material(s), article(s) or equipment.

B. Samples must be submitted when requested by the City.

C. Burden of proof as to comparative quality, suitability, and performance of offered material(s), article(s), or equipment is the sole responsibility of the Bidder submitting the proposal.

D. Requests for approval must comply with the requirements of all applicable federal, state, and local rules, regulations and laws, including the most recent version of the South Lake Tahoe City Code and the City of South Lake Tahoe Public Improvement and Engineering Standards.

16.04 The City's Authorized Representative, as identified in the Contract Documents, is the sole judge as to such matters involving the proposed substitution of any material, article or equipment. In the event the City's authorized representative rejects the use of such alternative(s) submitted, then the Bidder must furnish one of the particular named products originally specified in the Bid Documents.

ARTICLE 17 - RETURN OF BIDDER'S SECURITY

17.01 Subject to California law and the requirements of the Bid Documents, if the City does not accept the Bid within the period of days after the Bid opening stated in Document 00400 ("Bid Proposal"), the City will return Bidder's Security.

ARTICLE 18 - RELIEF OF BIDDERS

18.01 Attention is directed to the provisions of California Public Contract Code sections 5100 through 5107 that set forth the criteria and procedures for relief of Bidders, and for authorizing an award of the Agreement to another Bidder.

ARTICLE 19 -AWARD OF CONTRACT

19.01 The Agreement, if awarded, will be to that responsible Bidder submitting the lowest responsive Bid.

19.02 No Bidder may withdraw its Bid for the period of days stated in Document 00400 ("Bid Proposal") after the date set for the opening thereof, and the Bid will be subject to acceptance by the City throughout such time period.

19.03 The time period within which award of Contract may be made is subject to an extension of such further period as may be agreed upon in writing between the City and the Bidder.

19.04 No contract is formed until all required bonds and insurance documents have been accepted by the City, and the Agreement is signed by the City.

19.05 The City reserves the right, in its sole discretion, to make any changes to the Work in accordance with the Bid Documents (and Contract Documents) at any time, including, without limitation, the deletion, addition or modification of any aspect(s) or scope(s) of the Work to be performed, whether before or after the Agreement is awarded, if at all.

ARTICLE 20 – REQUIRED CONTRACT BONDS

20.01 The successful Bidder must pay all bond premiums, costs thereof, and incidental thereto.

20.02 Each bond must be signed by both Bidder and the applicable surety(ies).

20.03 As a condition to the City signing the Agreement, the successful Bidder must file with the City on the approved forms, the two surety bonds in the amounts and for the purposes noted below, duly executed by a surety company meeting the requirements of California law (including, without limitation, Civil Code Sections 9550, et seq., and Code of Civil Procedure Section 995.311) and the Contract Documents.

20.04 The "**payment bond** for public works" must be in an amount of one hundred percent (100%) of the Contract Sum as determined from the prices in the Bid Proposal form, including the Base Bid and all additive and/or deductive Bid items accepted by the City and identified in the award, and shall inure to the benefit of persons performing labor

or furnishing materials in connection with the Work. This bond must be maintained in full force and effect until all Work is completed and accepted by the City, and until all claims for materials and labor have been paid.

20.05 The "**performance bond**" must be in an amount of one hundred percent (100%) of the Contract Sum as determined from the prices in the Bid Proposal form, including the Base Bid and all additive and/or deductive Bid items accepted by the City and identified in the Agreement, and must be so conditioned as to ensure the faithful performance by Bidder of all Work. It shall also include the replacing, or making acceptable, of any defective materials or faulty workmanship during the applicable defect, warranty and/or guarantee period(s).

20.06 If any surety or sureties are deemed unsatisfactory at any time by the City, the City will notify Contractor, and Contractor must forthwith substitute a new surety or sureties satisfactory to the City. No further payment will be deemed due or made until the replacement surety or sureties qualify and are accepted by The City.

20.07 All changes to the Contract Price, Contract Time, or Contract Documents may be made without securing the consent of the surety or sureties on the bonds.

20.08 Any surety must be a California admitted surety.

ARTICLE 21 - INSURANCE

21.01 Bidder will be required to furnish to the City concurrently with Bidder's execution of the Agreement, insurance documents evidencing coverage as required by the Contract Documents.

ARTICLE 22 - EXECUTION OF CONTRACT AGREEMENT

22.01 The form of Agreement which the successful Bidder, as Contractor, must execute, and the form of Contract bonds and insurance coverage that it must provide are included in the Bid Documents and must be carefully examined by each Bidder. All Contract bonds, policies or certificates of insurance, and insurance policy endorsements must be delivered with or before the delivery of the signed Agreement form, and must be acceptable to the City.

22.02 The Bidder to whom the Agreement is awarded by the City must, within ten (10) calendar days after the Notice of Award, sign and deliver the following documents to the City:

A. One (1) original and one (1) copy of the signed Agreement form furnished by the City in the Bid Documents (Document 00500 ("Agreement")).

B. One (1) original and two (2) copies of the Performance Bond (Document 00620 ("Performance Bond Form")).

C. One (1) original and two (2) copies of the Payment Bond for Public Works (Document 00610 ("Payment Bond Form")).

D. Policies of insurance, insurance certificates and endorsements as required by the Bid Documents.

22.03 Should Bidder begin Work in advance of the start date for the Work, as stated in the Notice to Proceed, the Work will be considered as having been done at Bidder's risk as a volunteer.

ARTICLE 23 - FAILURE TO EXECUTE AGREEMENT

23.01 Failure of the successful Bidder to execute the Agreement in the form satisfactory to the City is just cause for the annulment of the award and the forfeiture of the Bidder's Security.

23.02 Failure of the successful Bidder to sign and return the Agreement within ten (10) calendar days after notification of award by the City constitutes failure to execute the Agreement.

23.03 Failure to return required Contract bonds and insurance documents within ten (10) calendar days after notification of award by the City constitutes failure to execute the Agreement.

23.04 If the Bidder to whom the Contract is awarded does not file the documents required by the Bid Documents, files unsatisfactory documents, or refuses to enter into the Agreement within the specified time, the Bidder is liable for any difference by which the cost of procuring the Work exceeds the amount of its Bid. The Bidder's Security will be used to offset, or partially offset, such difference.

ARTICLE 24 - NO ORAL AGREEMENTS

24.01 No conversation with any officer, employee, agent or consultant of the City, either before, during, or after the execution of the Agreement, affects or modifies any terms or obligations contained in the Contract Documents, nor entitles Bidder to any adjustment in the Contract Price or Contract Time whatsoever.

ARTICLE 25 - SHEETING, SHORING, AND BRACING

25.01 In accordance with the provisions of Section 6707 of the California Labor Code, if applicable to the Project, each bidder shall list, in the bid item indicated, the amount included in its bid for trench and excavation, adequate sheeting, shoring and bracing, or equivalent method for the protection of life and limb, work which shall conform to applicable State of California Construction Safety Orders. By listing this sum in the Bid, the Bidder warrants that its action does not convey tort liability to the City, the City's officials, employees, agents, or representatives.

ARTICLE 26 -BID PROTESTS

26.01 Any bid protest must be in writing and received by the City Clerk, City of South Lake Tahoe no later than seven (7) calendar days following the City's selection of the winning bidder or no later than 10 calendar days from the date the City issues notice of

designation of a bidder as nonresponsive (the "Bid Protest Deadline").

26.02 Any bid protest must comply with the following requirements:

A. Only a Bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another Bidder. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder, but must timely pursue its own protest.

B. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder.

C. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest. Evidence that the protesting bidder has complied with this requirement shall be provided at the time the bid protest is submitted to the City.

D. If requested by the City, the protested bidder may submit a written response to the protest, provided the response is received by the City before 4:00 p.m., within three (3) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation, and any materials submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder. Notwithstanding anything to the contrary in this Article, the Bid Documents or the Contract Documents, the City reserves all rights to take any action or make any decision or determination (including, without limitation, allowing or denying a bid protest, rejecting all bids or awarding a contract), at any time, regardless as to whether the City has requested the protested bidder to submit a response to a bid protest, or whether any such response on behalf of the protested bidder has been timely submitted.

E. The procedure and time limits set forth herein are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

END OF DOCUMENT 00200

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BID PROPOSAL TO THE CITY OF SOUTH LAKE TAHOE

DOCUMENT 00400 – BID PROPOSAL

Bijou Park Connector Trail

Public Works Contract No. 25-30150037

CITY FORMAL BID NO. BN-25-30150037-01

Name of Bidder The Design Build Inc.

Business P.O. Box 1930 Del Paso Road Suite 121 B Sacramento CA 95834

BUSINESS STREET ADDRESS 9362 PARKSTONE CIRCLE ROSEVILLE CA 95747

City, State, Zip Sacramento , California

Telephone No: ( ) 9167121314 FAX No: ( ) 1866 828 7898

Contractor License No. 978705

This Bid Proposal is submitted to the City on JULY , 14 , 2025

1.0 ENTER INTO AGREEMENT

The undersigned Bidder proposes and agrees, if this Bid Proposal is accepted, to enter into an Agreement with the City, in the form included in the Bid Documents, and to perform all Work as specified or indicated in the Bid Documents within the specified time and for the price(s) indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents. The Agreement shall be in the amount of the Base Bid Schedule Price, plus any Bid Alternate Items, if selected by the City.

2.0 BIDDER ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bidder agrees that its Bid will remain open and subject to acceptance for at least ninety (90) calendar days after the Bid opening, or for such longer period of time that City and Bidder may agree to in writing.

3.0 BIDDER REPRESENTATIONS

In submitting this Bid, the undersigned Bidder represents that:

A. Bidder has in its possession a complete set of Contract Documents, and it has carefully examined and studied the Contract Documents, all information available to Bidders, and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum Number	Addendum Date	Signature of Bidder
01	06/11/2025	
02	06/17/2025	
03	06/20/2025	

B. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work. Bidder further affirms that by submitting this Bid it has satisfied itself as to the availability of skilled and unskilled labor and qualified workers necessary to perform the Work within the Contract Time permitted, as well as the availability to procure the necessary equipment and materials to perform the Work within the time required.

C. Bidder is familiar with and has satisfied itself as to all Federal, state, and local laws, regulations, codes, permits, and other requirements that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Bid Documents, if any.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work (if any) to be performed by City and others at the Site, or in close proximity to the site, that relates to the Work as indicated in the Bidding Documents or that may have some impact or bearing upon the performance of the Work.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Bidder has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Bidder, and where said conflicts, errors, ambiguities, or discrepancies have not been resolved through the interpretations or clarifications by City because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

J. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.0 BID

The undersigned Bidder proposes and agrees to contract with the City to perform all of the Work, including subsidiary obligations as defined in the Contract Documents, for the price indicated in the Base Bid Schedule, below, plus or minus Alternate Item(s), if any, as directed in the sole discretion of the City.

In submitting its Bid Proposal, the undersigned Bidder understands and acknowledges that the Total Base Bid Price (Article 4.3, below) is the sum total of all required bid item amounts, inclusive of the Base Bid Schedule and the Bidder's Daily Rate of Compensation for Compensable Delay (extended for the number of calendar days as set forth herein). Alternate Items as set forth herein, if any, shall not be considered as part of the Total Base Bid unless Bidder is instructed, pursuant to the calculation of the Total Base Bid Price set forth in Section 4.3, below, to include some, or all, Alternate Items as part of the Total Base Bid.

The City shall compare the Total Base Bid Prices (Article 4.3) of all responsible bidders submitting responsive Bids, and the City shall award the Agreement, if at all, to the lowest responsible bidder in accordance with California Public Contract Code section 20162. **The Contract Sum for the Agreement, if awarded, between the City and Contractor shall be for the price indicated in the Base Bid Schedule total.**

BASE BID SCHEDULE

Bid Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization	1	LS	$82,000	$82,000
2	Temporary Controls	1	LS	$16,284	$16,284
3	Demolition	1	LS	$78,416	$78,416
4	Traffic Control	1	LS	$3,375	$3,375
5	Construction Staking	1	LS	$15,000	$15,000
6	Adjusting Existing Facilities	1	LS	$3,200	$3,200
7	Pedestrian Ramp	1589	SF	$38	$60,382
8	Bike Trail Pathway	2845	LF	$118	$334,974
9	Install Stop Signs	6	EA	$900	$5,400
10	18" HDPE	37	LF	$115	$4,255
11	Double Barrel Sediment Trap	1	LS	$45,000	$45,000
12	RRFBs and Crossing	1	LS	$4,500	$4,500
13	Pavement Markings	1	LS	$35,000	$35,000

BASE BID SCHEDULE PRICE (Item Nos. 1 through 13): $ 703,786.

BASE BID SCHEDULE PRICE (in words): Seven Hundred Three Thousand Seven Hundred Eighty- Six Dollars

The amount of each of the above Bid line items must be filled in and completed.

Bid prices shall include everything necessary for the completion of the Work stipulated in the Contract Documents, including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include all federal, state and local taxes.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the "Unit Price" multiplied by the "Estimated Quantity" for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except that if the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the Bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the Bid may be deemed irregular unless the Project being bid has only a single item and a clear, readable total bid is provided.

In case of discrepancy between the "Base Bid Schedule Price" listed and the actual sum of all item total prices, the individual item totals will prevail and the "Base Bid Schedule Price" will be revised to reflect the appropriate total based on the unit prices.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error, or other irregularity which may occur in a Bid. Any situation not specifically provided for will be determined in the discretion of the City, and that discretion will be exercised in the manner deemed by the City to best protect the public interest in the prompt and economical completion of the Work. The decision of the City respecting the amount of a Bid, or the existence or treatment of an irregularity in a Bid, shall be final.

4.2 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAY

Each and every Bidder, to have its Bid deemed responsive, shall provide below the daily rate of compensation for any Compensable Delay (as defined at Section 9.10 of the Special Provisions) caused by the City, at any time, during the performance of the Work. The daily rate of compensation (as required to be extended herein), which shall be included in the Total Base Bid Price, shall represent the amount that Contractor will charge the City for all direct and indirect delay costs which may be incurred by Contractor, on behalf of itself and all subcontractors and suppliers, of every tier, should there be a Compensable Delay.

The daily rate to be charged to the City shall be listed in the blanks as required, below, and shall be applicable to each of the first sixty (60) calendar days of Compensable Delay (beyond the Contract Time) that is not concurrent with any Contractor-caused delay, and shall represent the exclusive and sole amount (*i.e.*, constitute payment in full) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all direct and indirect delay costs.

Bidders are advised that the amount filled in the first blank, below, is the daily rate to be paid by City for each of the first sixty (60) calendar days of Compensable Delay. That amount shall be multiplied by 60 to yield an amount which liquidates the City-caused delay damages, in

its entirety, during the first sixty (60) calendar days of Compensable Delay, and this amount shall be filled in the second blank, below. The latter total, which Bidder must add to the Base Bid Schedule Price (and/or all other Bid amounts as may be required herein) to determine the Total Base Bid Price, will be used not only for bid comparison purposes to determine the lowest responsive, responsible Bidder, but also to determine the daily rate of direct and indirect delay costs to which Bidder will be entitled during the first sixty (60) days of any Compensable Delay (should the City award the Agreement to Bidder).

By including the daily rate of delay damages in this Bid Proposal, the City is not representing that it intends or expects to have the Project delayed, whether for sixty (60) calendar days or otherwise, but rather that the City wishes to quantify the amount it would be obligated to pay should such a Compensable Delay event(s) arise. The City will only pay the daily rate of compensation for the actual number of days of Compensable Delay, if any, in accordance with the Contract Documents; the actual number of days of Compensable Delay, if any, may be greater or lesser than the 60 day "multiplier" shown below. With respect to Compensable Delays beyond sixty (60) calendar days, the amount of direct and indirect delay costs, if any, to which Bidder may be entitled (if authorized under the Contract Documents) shall be determined in accordance with the Contract Documents.

In order for the Bid to be considered responsive, Bidder must submit the required Daily Rate of Compensation for Compensable Delay, extended as required hereunder. The failure of Bidder to do so shall result in the Bid being rejected as non-responsive.

(1) **Daily RATE OF COMPENSATION FOR COMPENSABLE DELAY for Contractor and all subcontractors/suppliers (include the amount in words as well as numbers):**

$ 500 **per calendar day (amount).**

Five Hundred Dollars **(words).**

(2) Daily RATE OF COMPENSATION FOR COMPENSABLE DELAY for Contractor and all subcontractors/supplier MULTIPLIED BY 60 (include the amount in words as well as numbers):

Daily Amount (above): $ 500 **x 60 calendar days = $** 30,000 **(amount)**

Thirty Thousand Dollars **(words).**

In case of discrepancy between the amount stated for "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers" and the extension of that amount as stated above for the "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers Multiplied by 60", the "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers" shall prevail and the "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers Multiplied by 60" will be corrected accordingly to reflect the appropriate total based on the stated daily rate.

4.3 TOTAL BASE BID

The Total Base Bid shall be determined by adding the following amounts as set forth in Sections 4.1 and 4.2(2): **"Base Bid Schedule Price" (Section 4.1)** plus **"Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers Multiplied by 60" (Section 4.2(2))** = **"Total Base Bid".**

TOTAL BASE BID PRICE:
$ 733,786 **(amount)**

TOTAL BASE BID PRICE (in words):
Seven Hundred Thirty-Three Thousand Seven Hundred Eighty- Six Dollars

In the event the addition of the "Base Bid Schedule Price" and "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers Multiplied by 60" is incorrect such that the Total Base Bid Price does not equal the product of those two Bid components, the City will correct the Total Base Bid Price accordingly and the corrected addition will govern.

The City shall compare the amounts of the Total Base Bid Prices of all responsible bidders submitting responsive Bids, and the City shall award the Agreement, if an award is made, to the lowest responsible bidder in accordance with California Public Contract Code section 20162. The Contract Sum for the Agreement, if awarded, between the City and Contractor shall be for the price indicated in the Base Bid Schedule (Article 4.1) in addition to any Add Bid Alternate Items awarded, at the discretion of the City. The apparent low bidder will be calculated by the Total Base Bid Schedule (Base Bid Schedule + 60-day Compensable Delay)
The City reserves all rights to reject this Bid, or all Bids, and to waive any and/or all minor irregularities, all within the City's sole discretion.

6.0 COMPLETION

In accordance with the Contract Documents, the undersigned Bidder agrees to plan the Work and to prosecute it with such diligence that said Work shall be commenced within **ten (10) calendar days** from the date that commencement of the Work is authorized pursuant to the Notice to Proceed, and shall be completed within the Contract completion time(s) as set forth in the Contract Documents. Furthermore, the undersigned Bidder accepts the provisions of Section 8.3.2 of the Special Provisions with respect to the assessment of liquidated damages in the event Contractor fails to complete the Work within the specified time(s).

7.0 ATTACHED DOCUMENTS

The undersigned Bidder, by initialing upon each line, below, acknowledges that the following fully completed and executed Bid Documents are attached to, incorporated herein by reference and made a condition of this Bid Proposal (unless the City authorizes the submission of any document(s) enumerated below subsequent to the bid opening pursuant to the instructions set forth in the Bid Documents:

SECTION	TITLE	INITIALS
00410	Bidder's Bond	M.Q.
00420	Designation of Subcontractors	M. Q.
00423	Verification of DIR Compliance	M.Q.
00424	CARB CRC Compliance	M. Q
00425	Self-Performance Declaration	M. Q

(If is not submitted with Bid, Document 00425 shall be submitted within 24 hours after the time of bid opening.)

00430	Debarment and Suspension Certifications	M. Q.
00432	Non-Collusion Declaration	M. Q
00435	Worker's Compensation Certification	M. Q
00440	Business and Professions Code Sections 7028.15 and 7031 Statement	M. Q
00450	Bidder's Statement of Financial Responsibility, Technical Ability and Experience	M. Q
00460	Equal Employment Opportunity Certification	M. Q
00465	Non-Lobbying Certification	M. Q
00466	Disclosure of Lobbying Activities	M. Q
00471	Construction Contract DBE Commitment	_____

(If not submitted with the Bid, Document 00471 shall be submitted within five (5) working days after bid opening.)

00475	DBE Information – Good Faith Efforts	_____

(If Bidder is required to submit Document 00475 and does not do so with the Bid, Document 00475 may be submitted within five (5) working days after bid opening.)

00635	Warranty/Guaranty Form	M. Q
00640	Acknowledgment of City Code	M. Q
00650	Bid Document Certification	M. Q

(Document 00650 shall be submitted with the escrowed bid documents within three (3) business days after bid opening in accordance with the Bid Documents.)

8.0 SUPPLEMENTAL INFORMATION SUBMITTED AFTER BID OPENING

A. The undersigned Bidder understands and acknowledges that it may be ineligible for an award of the Agreement unless the Bidder has furnished all required documentation, on behalf of itself and all subcontractors, as applicable, in accordance with Section 2.3 ("Escrow of Bid Documents") of the Special Provisions, and which shall include, without limitation, Document 00650 ("Bid Document Certification").

B. The undersigned Bidder understands that a Bidder may be ineligible for an award of the Agreement unless the Bidder has furnished, in accordance with the Bid Documents, and within 24 hours of the Bid opening, a completed Document 00425 ("Self-Performance Declaration") certifying that Bidder shall perform with the Bidder's own organization Work in an amount not less than **30%** of the total original price of the Work.

C. The undersigned Bidder understands that a Bidder may be ineligible for an award of the Agreement if the following documents are not submitted with the Bid, or, alternatively, within the time(s) as authorized under the Bid Documents: Document 471 ("Construction Contract DBE Commitment") and/or Document 00475 ("DBE Information – Good Faith Efforts").

9.0 CALIFORNIA CONTRACTOR'S LICENSE AND ENTITY INFORMATION

The undersigned Bidder is licensed in accordance with Chapter 9, Division 3 of California Business and Professions Code and section 3300 of the California Public Contract Code, and the laws of the State of California, and that information follows:

Bidder's Valid California Contractor's License No. 978705 Class A, B, C-10,C-36, C-46,ASB, HAZ

Expiration Date: 11/30/2026 ; Bidder has contracted under this license number for 14 years.

Bidder must provide the following information if Bidder is:

An Individual/Sole Proprietorship:

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business Address: _____

Phone Number: (916) _____ FAX Number: (186) _____

Email Address of Authorized Representative: _____

A Partnership or LLC:

Partnership or LLC Name: _____ (SEAL)

By: _____

(Signature of general partner or member -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

A Corporation:

Corporation Name: The Design Build Inc

State of Incorporation: California

Type (General Business, Professional, Service, Limited Liability): Professional

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Manzar Qayyum

Title: CEO

(CORPORATE SEAL)

Attest: ABIOLA OBISESAN

(Signature of Corporate Secretary)

Business address: 1930 Del Paso Road Suite 121 B Sacramento CA 95834

Date of Qualification to do business is 11/14/2012

Phone Number: ( ) 9167121314 FAX Number: ( ) 1866 828 7898

Email Address of Authorized Representative: info@designsbuild.com

A Joint Venture:

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

10.0 BID SECURITY

Accompanying this Bid Proposal is:

Bidder's Bond

(Insert the words "cash" ($_____), "cashier's check," or "bidder's bond," as the case may be.) in an amount to equal at least ten (10) percent of the total amount of the Bid.

IF CASHIER'S CHECK INCLUDED, ATTACH HERE:

By my signature on this Bid Proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing Bid Proposal, and all documents, declaration and certifications submitted as part of this Bid Proposal, are accurate, true and correct and that the Bidder has complied with the requirements of 2 CCR Section 11102 (Fair Employment and Housing Commission Regulations).

Date:

7/14/2025

Sign here

CEO

Signature and Title of Bidder's Authorized Representative

END OF DOCUMENT 00400

SURETY BOND PROFESSIONALS INC.
YOUR BOND PARTNER

BID BOND ATTACHED

Thank you for choosing Surety Bond Professionals for support of all your bonding needs.

It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately. in writing, if the bid bond for so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures. dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem of deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

THE BID BOND AUTHORIZATION IS BASED UPON YOUR ORIGINAL ESTIMATE. IF THE ACTUAL BID PRICE EXCEEDS THIS ESTIMATE BY 10% OR MORE, YOU MUST CONTACT US FOR ADDITIONAL AUTHORITY.

********** PLEASE PROVIDE BID RESULTS BELOW **********

Company Name: _____

Project: _____

Contractor Name:	Bid Amount:
1st _____	$ _____
2nd _____	$ _____
3rd _____	$ _____

Your Bid: _____

We greatly value the relationship we have established so if we can lend our support or assistance at any point in the future, please do not hesitate to contact us.

If you know of anyone whom might benefit from our bonding services, please let us know or provide them with our contact information.

Thank you!

1661 WORCESTER ROAD, SUITE 207, FRAMINGHAM, MA 01701
TOLL FREE: 855-5 SURETY (855-578-7389) | 781-559-0568 | FAX: 781-559-0569 | SURETYBONDPROFESSIONALS.COM

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

DOCUMENT 00410 – BIDDER'S BOND

WHEREAS, we, The Design Build, Inc. as Principal, and The Gray Casualty & Surety Company as Surety, are held and firmly bound unto the City of South Lake Tahoe, a political subdivision of the State of California (hereinafter called "City") in the penal sum of TEN PERCENT (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the Work described below, for the payment of which sum in lawful money of the United States, 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 a Bid to City for that certain construction project known as BIJOU PARK CONNECTOR TRAIL. FORMAL BID No. BN-25-30150037-01
CONTRACT No. 25-30150037

for which Bids are to be opened on July 14, 2025, has been submitted by Principal to City:

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said Bid within the period specified therein after the opening of the same or, if no period be specified, within ninety (90) days after said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to Principal for signature, enter into a written Agreement with City, in the prescribed form, in accordance with the Bid as accepted, and file the Contract Bonds with City (including one to guarantee faithful Performance and another to guarantee Payment for labor and materials, as required by law), or in the event of the withdrawal of said Bid within the period specified or the failure to enter into such Agreement and give such Contract Bonds within the time specified, or to satisfy any other conditions precedent to the entering into an Agreement, if the Principal shall pay City the difference between the amount specified in said Bid and the amount for which City may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by City in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the Agreement on the call for Bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this Bond, and it does, hereby, waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.

In the event a suit is brought upon this Bond by the City of South Lake Tahoe and

judgment is recovered, Surety shall pay all costs incurred by the City of South Lake Tahoe in such suit, including attorneys' fees and consultant costs to be fixed by the court in accordance with applicable statutory law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 14th day of July, 2025.

PRINCIPAL: The Design Build, Inc.

Signature

Manzar Qayyum

Name

CEO

Title

1930 Del Paso Road, Suite 121 B, Sacramento, CA 95834

Address

SURETY: The Gray Casualty & Surety Company

Signature

Mark D. Leskanic

Name

Attorney-in-Fact

Title

P.O. Box 6202, Metairie, LA 70009 - 6202

Address

NOTE TO SURETY COMPANY:
The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF ~~CALIFORNIA~~ Massachusetts)
COUNTY OF ~~LOS ANGELES~~ Middlesex) ss.
)

On July 14, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Mark D. Leskanic, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL) ANDREA HUGHES
Notary Public, Commonwealth of Massachusetts
My Commission Expires October 26, 2029

Andrea Hughes
Notary Public for the State of ~~California~~ Massachusetts

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00410

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** The Design Build, Inc.

Project: BIJOU PARK CONNECTOR TRAIL, FORMAL BID No. BN-25-30150037-01, CONTRACT No. 25-30150037

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Mark D. Leskanic, Lauren Leskanic, Bette A. Botticello, Colin Warner, Matthew Leskanic, and Greg Angel of Framingham, Massachusetts jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of July, 2025.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of July, 2025.

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY
ABSTRACT OF ANNUAL STATEMENT as of December 31, 2024

The Gray Casualty & Surety Company NAIC# 10671
3601 N. I10 Service Road West, Metairie, Louisiana 70002
P.O. Box 6202, Metairie, LA 70009-6202
(504) 888-7790 (P) (504) 454-6122 (F)

ASSETS

Bonds		96,579,668
Stocks		49,517,101
Cash & Cash Equivalents		9,087,156
Other Invested Assets (Schedule BA)		11,956,905
Agents Balances or Uncollected Premiums		11,854,860
Interest, Dividends & Real Estate Income Due		756,810
Other Assets		2,385,611
Total Assets	**$ 182,138,111**	

LIABILITIES, SURPLUS & OTHER FUNDS

Reserves for Losses		13,016,390
Reserves for Loss Adjustment Expenses		3,958,220
Taxes, Licenses & fees (excluding Federal & Foreign Income Taxes)		1,080,327
Federal and Foreign Income Taxes		288,951
Unearned Premiums		32,272,050
All Other Liabilities		4,502,915
Total Liabilities	$ 55,118,853	
Capital Stock		3,000,000
Gross Paid In and Contributed Surplus		100,930,011
Unassigned Funds (Surplus)		23,089,247
Surplus as Regards Policholders	$ 127,019,258	
Total	**$ 182,138,111**	

STATE of LOUISIANA
JEFFERSON PARISH

I, Robert P. Johnson, Chief Financial Officer of The Gray Casualty & Surety Company, do hereby depose and say that the foregoing statement is a correct exhibit of the assets and liabilities of the Company on the 31st day of December 2023.

Robert P. Johnson, Chief Financial Officer

Sworn to and subscribed before me at Metairie, Louisiana this 27 day of March, 2025

Notary Public

LISA S. MILLAR
NOTARY PUBLIC
ID NO. 66652
MY COMMISSION IS FOR LIFE

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

DESIGNATION OF SUBCONTRACTORS

DOCUMENT 00420 – DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth below the name (including license number), the location and the portion of the Work to be performed by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these Contract Documents, in an amount in excess of one-half of 1 percent (0.5%) of the Bidder's total bid per the Base Bid Schedule Price. **BIDDER SHALL ALSO EXECUTE AND SUBMIT TO THE CITY THE DECLARATION UNDER PENALTY OF PERJURY AT THE END OF THIS DOCUMENT.**

If the Bidder fails to specify a subcontractor for any portion of the Work (in an amount in excess of one-half of 1 percent (0.5%) of the Bidder's total bid (per the Base Bid Schedule Price)) to be performed under the Agreement, the Bidder shall be deemed to have agreed to perform such portion itself. Subletting or subcontracting of any portion of the Work (in an amount in excess of one-half of 1 percent (0.5%) of the Bidder's total bid (per the Base Bid Schedule Price)) as to which no subcontractor was designated in the original Bid shall only be permitted in strict accordance with California law.

Contractor shall also verify below that each listed subcontractor has registered and paid a fee to the Department of Industrial Relations pursuant to Labor Code 1725.5.

[NOTE: Reproduce page two of this section for additional listings needed beyond the length of this form.]

PORTION OF WORK ACTIVITY (%)	SUBCONTRACTOR NAME	LICENSE NUMBER	LOCATION OF SUBCONTRACTOR	DIR. REG. VERIFIED (Y/N)	EQUIPMENT CRCs INCLUDED (Y/N)
25	RML Paving	832381	7431 Peacock Way Sacramento 95820	1000564053	N
1	United Landscape Management	1038533	8250 Carlin AVE Sacramento	2000009833	N

Document 00420 - Designation of Subcontractors; Declaration Under Penalty of Perjury:

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an officer, principal or owner of the Bidder, and that the foregoing Document 00420 - Designation of Subcontractors submission is accurate, true and correct.

Date: July,14,2025

Bidder's Signature: _____

Bidder's Name and Title (Print): Manzar Qayyum , CEO

END OF DOCUMENT 00420

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

VERIFICATION OF CONTRACTOR AND SUBCONTRACTOR DIR REGISTRATION

DOCUMENT 00423 – Verification OF CONTRACTOR AND SUBCONTRACTOR DIR Registration

I am the CEO (Title/Position) of The Design Build Inc (Bidder Name) ("Bidder")

Submitting the accompanying Bid Proposal for the Work described as **BIJOU PARK CONNECTOR TRAIL.**

The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

1. The Bidder's DIR Registration Number is: 1000060117. The expiration date of the Bidder's DIR Registration is June , 30 , 2026 .
2. If the expiration date of the Bidder's DIR Registration will occur prior to expiration of the Contract Time for the Work and the Bidder is awarded the Contract for the Work, prior to the Bidder's DIR expiration, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration.
3. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List is a DIR registration contractor.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder's solicitation of Subcontractor bids included notice to prospective Subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
6. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.
7. I have personal first-hand knowledge of all the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this 14 day of July, 20 25 at Sacramento , California (City and State).

Signature: _____ Name (typed or printed): Manzar Qayyum

END OF DOCUMENT 00423

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

CALIFORNIA AIR QUALITY CONTROL BOARD (CARB) CERTIFICATE OF REPORTED COMPLIANCE (CRC)

DOCUMENT 0024 – CARB CERTIFICATES OF REPORTED COMPLIANCE

I am the CEO (Title/Position) of The Design Build Inc (Bidder Company Name) ("Bidder")

Submitting the accompanying Bid Proposal for the Work described as BIJOU PARK CONNECTOR TRAIL.

The Feet Identification number on CARB website will be reviewed as a part of the determination of the lowest submitted responsive responsible bid to confirm the Contractor and all listed subcontractors have submitted a CRC or have indicated that CARB compliance does not apply to the particular subcontractor and have provided detailed reasoning for said exemption. Failure to comply with CARB CRC requirements as part of the Bid is cause for the Bid to be rejected as non-responsive.

1. The Bidder as included with this bid proposal, California Air Quality Control Board, Certificates of Reported Compliance (CRC) for their fleet of equipment to be used for the Work currently owned or leased for all In-Use Off-Road Diesel-Fueled Fleet Vehicles (e.g. construction equipment).
2. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List has CRC certifications for their fleet of equipment to be used for the Work currently owned or leased for all In-Use Off-Road Diesel-Fueled Fleet Vehicles (e.g. construction equipment).
3. The Bidder and all listed subcontractors and sub-tier subcontractors assure that all In-Use Off-Road Diesel-Fueled Fleet Vehicles (e.g. construction equipment) delivered to the construction site to perform contract work during the life of the above listed project shall be CRC certified.
4. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.
5. I have personal first-hand knowledge of all the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this 14 day of July, 2025 at Sacramento, California.
(City and State)

Signature: _____ Name (typed or printed): Manzar Qayyum

END OF DOCUMENT 0024

CA.GOV CALIFORNIA AIR RESOURCES BOARD

A A A Calendars | A-Z Index

DOORS Home | Message Center | Other Tools | e-ROAR

Hi Nyla, Log Out

Owner Information | Vehicle & Engine | VDECS | Compliance Snapshot

Engine Repower | Low-Use | Agricultural | Vehicle Funding | Non Standard Engine | Non Diesel Engine | Long-Term Rental

DOORS ID: **248531** Company Name: **THE DESIGN BUILD INC** Fleet Type: **Off-Road Diesel**

Vehicle & Engine

- Older vehicles may not be added to your fleet, and the Adding Vehicles FAQ explains what is allowed to be added.
- Vehicles with engines certified to a different emissions standard (including on-road engines) and non-diesel engines (such as electric) are reported differently, as explained in this DOORS User Guide.
- Many other FAQs and DOORS User Guides that explain aspects of this page are available in the Off-Road Zone.

BUY A VEHICLE - with an EIN

EIN	Purchase Date	
	yyyy - mm - dd	Buy

Attention: - If you are adding a vehicle without an EIN, enter the vehicle information below. An EIN will AUTOMATICALLY be generated in the table below once the vehicle and engine information is entered.

BUY/ENTER A VEHICLE - without an EIN

Vehicle Information

EIN	VIN	Vehicle Serial Number	License Plate	Equipment Number

Vehicle Type	Manufacturer	Model	Model Year

Purchase	In service	Received Public Funding	Location of Vehicle
yyyy - mm - dd	yyyy - mm - dd	No	

Designate As	Designation Effective Year	Awaiting Sale Hour Meter Reading	Specialty Please contact DOORS	Two-Engine Veh
				No Yes

1st Engine Information - required for all vehicles

Reminder: Engine repower information should be entered on the Engine Repower page.

Eng Serial #	Manufacturer	Model	Model Year	Max HP	Eng Tier

Eng Family	Displacement	Non Diesel Engine	Certified to a

DOORS ID: **248531** Company Name: **THE DESIGN BUILD INC** Fleet Type: **Off-Road Diesel**

Owner information updated.

Owner Information

FLEET OWNER INFORMATION	
Fleet Type:	**Off-Road Diesel**
Legal Owner Name:	The Design Build Inc
Company / Agency Name:	The Design Build Inc
Company / Agency Type (optional):	Individual (sole proprietorship)
Federal Employer Identification No. (enter 0 if not available):	455561110

Company / Agency Phone #:	(916) 712 - 1314
Company / Agency Fax #:	(866) 828 - 7898
Company / Agency Email Address:	info@designsbuild.com

Company Mailing Address:	
Address for Fleet Owner:	1930 Del Paso Road Suite
Suite / Apartment / Floor:	121 B
City:	Sacramento
Country:	United States
State / Province:	California
ZIP / Postal Code:	95834

Company Physical Address	☐ Same as mailing address

Show Data Changing Log

Back to Top | All ARB Contacts | A-Z Index

CA.GOV CALIFORNIA AIR RESOURCES BOARD

Calendars | A-Z Index

DOORS Home | Message Center | Other Tools | e-ROAR

Hi Nyla, Log Out

Owner Information | Vehicle & Engine | VDECS | Compliance Snapshot

Engine Repower | Low-Use | Agricultural | Vehicle Funding | Non Standard Engine | Non Diesel Engine | Long-Term Rental

DOORS ID: **248531** Company Name: **THE DESIGN BUILD INC** Fleet Type: **Off-Road Diesel**

Low-Use Designation

If you have vehicles that operate less than 200 hours/year (low-use), please consider which type of low-use best meets your needs.
For more information about low-use, please see the Low-Use FAQ and User Guide.

To go directly to the "Low-Use Hour Meter Readings" page, click Low-use hour meter readings

To designate low-use:

1. First, select a low-use type for the vehicle to designate low-use status.
2. Then, click the **"Save low-use designation & Enter low-use hour meter readings"** button to record your selections and go the the "Enter low-use hour meter readings" page. Or click the **"Save low-use designation"** button to record your selections.

Search Vehicle

EIN Search

Show All Rows Show Page 1 (50 rows per page Total 1 rows)

The following vehicle(s) is/are available for low-use for DOORS ID: 248531

Designate Low-use Vehicle												
	Vehicle Information											
Line #	Low-Use Type	Select Effective Year	Reported Effective Year	EIN	Veh Serial #	Your Veh #	Veh Type	Veh Manufacturer	Veh Model	Veh MY	HP	Tier
1		Year		EE3D83	B2VW14709	14709	Excavators	BOBCAT	E42	2018	42	T4F

* Low-use vehicle that operates both inside and outside of California (must operate less than 200 hours inside California).

Save low-use designation | Save low-use designation & Enter low-use hour meter readings

The following vehicle(s) is/are NOT available for low-use for DOORS ID: 248531

	Vehicle Information

DOORS ID: **248531**

Company Name: **THE DESIGN BUILD INC**

Fleet Type: **Off-Road D**

Data Changing Log - for the Vehicle & Engine page

	Vehicle Information																					
ne #	EIN	Veh Serial #	VIN	Your Veh #	License	Veh Type	Veh Manufacturer	Veh Model	Veh MY	Veh Purchase	Veh Inservice	Received Public Funding	Designate As	Designation Effective Year	Awaiting Sale Hour Meter Reading	Specialty	Location	Loan	Two-Engine Veh	Vehicle Sale/Retirement date	Stolen Vehicle	Eng S
1	EE3D83	B2VW14709	B2VW14709	14709		Excavators	BOBCAT	E42	2018	2024-05-10		No				No	Sacramento	No	No			D24NAP812

Yellow cells indicate the data changes.

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

SELF-PERFORMANCE DECLARATION

DOCUMENT 00425 – SELF-PERFORMANCE DECLARATION

Pursuant to Section 5-1.13 ("Subcontracting") of the Standard Specifications, as amended pursuant to Section 5-2 of the Special Provisions, Contractor shall certify that it will perform, with the Contractor's own organization, contract Work in an amount not less than **30%** of the total price of the Work. Bidder is instructed to complete the foregoing declaration and submit the same with the Bid, or, by facsimile (FAX) to (530) 541-3051 **within 24 hours** after the specified time of bid opening. **Failure of Bidder to provide the Self-Performance Declaration within the time specified may result in a non-responsive bid.**

Document 00425 – Self-Performance Declaration Under Penalty of Perjury:

Bidder certifies that it shall perform, with the Bidder's own organization, Contract Work in an amount not less than 30% of the total price of the original bid of the Work in accordance with Section 5-1.13 ("Subcontracting") of the Standard Specifications, as amended pursuant to Section 5.2 of the Special Provisions.

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an officer, principal or owner of the Bidder, and that the information provided in the foregoing Document 00425 – Self-Performance Declaration is accurate, true and correct.

Date: July , 14 , 2025 Bidder's Signature: _____

Bidder's Name and Title (Print): Manzar Qayyum , CEO

END OF DOCUMENT 00425

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

DEBARMENT AND SUSPENSION CERTIFICATION

DOCUMENT 00430 – DEBARMENT AND SUSPENSION CERTIFICATION

The undersigned (authorized official signing for the Bidder) hereby declares under penalty of perjury the following:

1. In accordance with section 6109 of the Public Contract Code, the bidder declares that bidder will not enter into any contract with a subcontractor who/which has been debarred pursuant to section 1771.1 or section 1777.7 of the Labor Code. No public monies shall be paid to a debarred subcontractor, and any contract entered into for public work between a prime contractor and debarred subcontractor shall be considered void as a matter of law. Any payments made to a debarred subcontractor shall be returned to Owner. The prime contractor shall be solely responsible for all payments to a debarred subcontractor. In no case shall any public money be used to pay a debarred subcontractor.

2. In accordance with section 10162 of the Public Contract Code, has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No ✓

If the answer is yes, explain the circumstances in the following space (use additional sheets if necessary).

3. In accordance with section 10232 of the Public Contract Code, has more than one final, unappealable finding of contempt of a court by a federal court has been issued against the Bidder within the immediately preceding two-year period because of the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board? For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Yes _____ No ✓

If the answer is yes, explain the circumstances in the following space (use additional sheets if necessary).

4. In accordance with section 10285.1 of the Public Contract Code, the Bidder declares that neither the Bidder nor any subcontractor to be engaged by the Bidder has been convicted of any of the offenses referred to in this section within the preceding three (3) years. These offenses include if that Bidder or any subcontractor to be engaged by the Bidder, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Section 1101, with any public entity, as defined in Section 1100, including, for the purposes of this certification, The City of South Lake Tahoe.

5. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for Manzar Qayyum , CEO) certifies to the best of his or her knowledge and belief, that the The Design Build Inc. , defined as the primary participant in accordance with 45 C.F.R. Part 76, and its principals:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

B. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

D. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an officer, principal or owner of the Bidder, and that the foregoing questionnaire, and all certifications and statements therein, are accurate, true and correct.

Date: July,14,2025 Bidder's Signature: _____

Bidder's Name and Title (Print): Manzar Qayyum , CEO

END OF DOCUMENT 00430

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

NON-COLLUSION DECLARATION

DOCUMENT 00432 – NON-COLLUSION DECLARATION

"NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

In accordance with Title 23 of the United States Code Section 112 and Public Contract Code Section 7106, Bidder shall include with its bid the following declaration signed under penalty of perjury:

"The undersigned declares:

I am the CEO **[TITLE]** of The Design Build Inc **[BIDDER]**, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on July,14,2025 **[DATE]**, at Sacramento **[CITY]**, California **[STATE]**."

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an officer, principal or owner of the Bidder, and that the foregoing declaration is accurate, true and correct.

Date: July,14,2025

Bidder's Signature: _____

Bidder's Name and Title (Print): Manzar Qayyum , CEO

END OF DOCUMENT 00432

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

WORKER'S COMPENSATION CERTIFICATION

DOCUMENT 00435 – CONTRACTOR'S WORKERS' COMPENSATION CERTIFICATION

PROJECT NAME: BIJOU PARK CONNECTOR TRAIL

PROJECT NO.: **PWC 25-30150037** **Bid No.: BN-25-30150037-01**

Labor Code §3700:

> "Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in the State.
>
> (b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of §3700 of the Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: July,14,2025

CONTRACTOR'S SIGNATURE:

Signature

Name
Manzar Qayyum

Title
CEO

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.)

END OF DOCUMENT 00435

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BUSINESS AND PROFESSIONS CODE SECTIONS 7028.15 AND 7031 STATEMENT

DOCUMENT 00440 – BUSINESS AND PROFESSIONS CODE SECTIONS 7028.15 AND 7031 STATEMENT

In accordance with the Business and Professions Code Sections 7028.15 and 7031, the Contractor hereby states under penalty of perjury that he/she is licensed in accordance with an act providing for the State of California registration of Contractors,

License No. 978705, Classification(s) A, B, C-10,C-36, C-46/ASB,/HAZ

Expiration Date 11/30/2026

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an authorized representative on behalf of Bidder (an officer, principal or owner of the Bidder), and that the foregoing statement is accurate, true and correct.

Date: July,14,2025

Bidder's Signature: _____

Bidder's Name and Title (Print): Manzar Qayyum , CEO

END OF DOCUMENT 00440

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY AND EXPERIENCE

DOCUMENT 00450 – BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY AND EXPERIENCE

The undersigned submits below a statement of projects of a similar character to that included in the proposed contract which have been successfully performed, together with approximate costs of each project, and references which will enable the City Council to judge the Contractor's responsibility, experience, skill and business standing.

[Note: Use additional sheets if necessary.]

Town of Loomis Storm Drain Pipe Removal and CIPP Installation

Removal of storm drain pipe and CIPP installation, 2024

Department of Water Resources – Levee Construction and Demolition

Demolition and removal of catwalk and piers; construction of levee infrastructure, 2024

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an authorized representative on behalf of Bidder (an officer, principal or owner of the Bidder), and that the foregoing statement is accurate, true and correct.

Date: July,14,2025 Bidder's Signature: _____

Bidder's Name and Title (Print): Manzar Qayyum , CEO

END OF DOCUMENT 00450

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

DOCUMENT 00460 – EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder The Design Build Inc., inclusive of its proposed subcontractor(s), as appropriate, hereby certifies as follows:

- Bidder/proposed subcontractor(s) have _____, have not ✓ participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246;

- Bidder/proposed subcontractor(s) have _____, have not ✓ developed and have on file at each establishment affirmative action programs pursuant to 41 CFR, Part 60–2; and

- Bidder/proposed subcontractor(s) have _____, have not ✓ filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations. Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

CONTRACTOR'S SIGNATURE:

Signature

Name
Manzar Qayyum

Title
CEO

END OF DOCUMENT 00460

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

NON-LOBBYING CERTIFICATION

DOCUMENT 00465 – NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" (Document 00466), in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

CONTRACTOR'S SIGNATURE:

Signature

Name
Manzar Qayyum

Title
CEO

END OF DOCUMENT 00465

DISCLOSURE OF LOBBYING ACTIVITIES

DOCUMENT 00466 – DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:
- ☐ a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$ _____ ☐ actual planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-LLL-Instructions Rev. 06-04-90«ENDIF»

END OF DOCUMENT 00466

DOCUMENT 00471 – CONSTRUCTION CONTRACT MBE/WBE COMMITMENT

END OF DOCUMENT 00471

designsbuild.com
Design-Build Inc.
Web: designsbuild.com Ph: +1(916)712-1314 FAX: +1 866 828 7898
Address: 1930 Del Paso Road Suite 121 B Sacramento CA 95834
1930 Del Paso Road Suite 121 B Sacramento CA 95834 FAX 1866 828 7898 info@designsbuild.com

Date: 07/31/2025

Statement of LBE, WBE, Section 3 Project "The Bijou Park Connector Trail 25-30150037"

TDBI is committed to complying with Section 3 requirements. A portion of our workforce resides in Section 3-designated areas, with over 25% of total labor hours on previous projects performed by these employees (details attached).
Upon project award, TDBI will prioritize hiring local labor to fulfill Local Business Enterprise (LBE) and Women Business Enterprise (WBE) participation goals, aiming to meet or exceed the 20% target.
Let me know if you have any questions.

Sincerely,
Nyla Mansha
Senior Engineer
The Design Build Inc.

07-31-2025

OMB Approval No. 2502-0118
(Exp. 01/31/2026)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects *(See instructions)* Reason for submission:		**For HUD HQ/FmHA use only**	
1. Agency name and City where the application is filed CITY OF SOUTH LAKE TAHOE		**2.** Project Name, Project Number, City and Zip Code BIJOU PARK CONNECTOR TRAIL 25-30150037 The City of South Lake Tahoe, California	
3. Loan or Contract amount $ 703786	**4.** Number of Units or Beds	**5.** Section of Act	**6.** Type of Project (check one) ☑ Existing ☐ Rehabilitation ☐ Proposed (New)

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	**8 Role of Each Principal in Project**	**9. SSN or IRS Employer Number (TIN)**
Manzar Qayyum	CEO	

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the controlling participants who propose to participate in this project are listed above.
4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6.None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8.Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Controlling Participant	**Signature of Controlling Participant**	**Certification Date (mm/dd/yyyy)**	**Area Code and Tel. No.**
Manzar Qayyum		07/15/2025	(916)7121314
This form prepared by (print name)		**Area Code and Tel. No.**	

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "**No previous participation, First Experience**".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3.List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5.Was the Project ever in default during your participation			6. Last MOR rating and Physical Insp. Score and date
				Yes	**No**	**If yes, explain**	
Manzar Qayyum	Replace Cabinets, Controllers, and Camera Heads 10A2550, Caltrans	1. Kavin Alexander Maya 916 882 5945 9gencivicsi2012@gmail.com	Assigned		N0		
	Replace Cabinets, Controllers, and Camera Heads 10A2550, Caltrans	2. Maria Hernandes 916 620 5810 Mari78mh40@gmail.com	Assigned				
	Supplements Biosolids Harvest Site Preparation Project RFB No. 8493 Sewer District	3. Johnathan Hernandez 916 578 1587 jtoribio2647@gmail.com	Assigned				

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	☐ A. No adverse information; form HUD-2530 approval recommended.	☐ C. Disclosure or Certification problem
Staff	Processing and Control	☐ B. Name match in system	☐ D. Other (attach memorandum)

Signature of authorized reviewer	Signature of authorized reviewer	Approved ☐ Yes ☐ No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN. Failure to provide any of the information will result in your disapproval of participation in this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2016 / Notices ([Docket No. FR–5921–N–10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Notice, Active Partners Performance System).

PRA Statement: The public reporting burden is estimated at 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.
Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

The collection is authorized by 12 U.S.C 1702-1715z; 42 U.S.C. 3535(d). HUD form 2530 is created to collect information as mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healthcare programs by comprehensively assessing industry participants' risk. It is the Department's policy that participants in its housing programs honor their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approvals, disapprovals, or withholding actions on principals in projects, based upon their past performances as well as other relevant information. Respondents such as owners, management agents, master tenants, general contractors, and nursing home operators are subject to review. The information on this form needs to be collected by the Department to evaluate participants' previous performance and compliance with contracts, regulations, and directives.

MBE/WBE INFORMATION - GOOD FAITH EFFORTS

DOCUMENT 00475 - DBE INFORMATION – GOOD FAITH EFFORTS

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

CITY OF SOUTH LAKE TAHOE

MBE/WBE GOOD FAITH EFFORTS DOCUMENTATION FORM

Project Name: Bijou Park Connector Trail
Project Number: 25-30150037
Bidder/Contractor Name: Manzar Qayyum
Contact Person: Nyla Mansha
Phone Number: +1 916-877-5577
Email Address: info@designsbuild.com
Date: 07/17/2025

1. SOLICITATION OF MBE/WBE FIRMS

List all MBE/WBE firms contacted regarding this project.

Firm Name	Contact Person	Date Contacted	Method of Contact	Response Received
1. Sierra Geotech DBE	Vikram Kyatham	06/25/2025	E-Mail	Yes
2. Water And Trucking Inc	Jennifer Gemignani	07/13/2025	E-Mail	Yes
3. MZB Engineering Inc	Hamayo Aziz	07/13/2025	E-Mail	Yes

Attach copies of all correspondence, including emails, letters, and faxes.

2. ADVERTISEMENT EFFORTS

List all publications or platforms where you advertised subcontracting opportunities.

Publication/Platform	Date of Advertisement	Copy Attached (Yes/No)
TDBI is itself DBE Firm and we have DBE Sub-Contractors in our panel.So advertisement was not required.		

Attach copies of advertisements and proof of publication.

3. ASSISTANCE OFFERED TO MBE/WBE FIRMS

Describe any assistance provided to MBE/WBE firms, such as:
- Providing plans, specifications, or requirements. ✓ (Please see attachments)
- Offering advice on bonding, insurance, or financing.
- Extending bid submission deadlines.

Attach documentation of any assistance provided.

4. NEGOTIATION EFFORTS

Provide details of any negotiations with MBE/WBE firms, including:
- Names of firms.
- Dates of negotiations.
- Outcomes.

Attach any relevant correspondence or notes.

5. ADDITIONAL EFFORTS

List any other efforts made to include MBE/WBE firms, such as:
- Attending networking events.
- Participating in outreach programs.
- Collaborating with MBE/WBE organizations.

Provide documentation of these activities.

CERTIFICATION

I certify that the information provided above is true and complete to the best of my knowledge.

Signature: Nyla Mansha

Name (Print): Nyla Mansha

Title: Senior Engineer

Date: 07/17/2025

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND FORM

DOCUMENT 00610 - PAYMENT BOND FORM

WHEREAS, the City Council of the City of South Lake Tahoe, State of California, and _____ hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to:

_____

_____

pursuant to the said Agreement dated _____, 20__, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required by California law, including, without limitation, Part 6 (commencing at §8000), Division 4 of the California Civil Code to furnish a Bond in connection with said Agreement.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of South Lake Tahoe in the penal sum of: _____._ Dollars ($ _____), 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, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in §9100 of the California Civil Code, any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813 and 1815 of the California Labor Code, any amounts required to be deducted or withheld from the wages of employees of the Principal and its subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the total sum herein above specified, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the court. This Bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give the right of action to such persons or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety on this Bond shall not be exonerated or released from the obligation of this Bond by any change, extension of time for performance, addition, deletion, alteration, or modification in, to, or any contract, plans, specifications, or agreement

pertaining or relating to any scheme or work of improvement herein above described or pertaining to or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or Bond, nor by any conditions precedent or subsequent in the Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the Bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the Bond, and that this Bond be construed most strongly against the Surety and in favor of all persons for whose benefit such Bond is given, and under no circumstances shall the Surety be released from its obligations hereunder by reason of any breach of contract between the City of South Lake Tahoe and said Principal or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in §9100 of the California Civil Code and has not been paid the full amount of its claim, and that Surety does hereby waive notice of any such change, extension of time, addition, deletion, alteration, or modification herein mentioned.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the ____day of _____, 20__.

PRINCIPAL:	**SURETY:**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Address	Address

NOTE TO SURETY COMPANY:
The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
COUNTY OF EL DORADO) ss.
)

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:
(SEAL)

_____
Notary Public for the State of California.

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00610

PERFORMANCE BOND FORM

DOCUMENT 00620 - PERFORMANCE BOND FORM

WHEREAS, the City Council of the City of South Lake Tahoe, State of California, and _____hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to:

_____

_____

pursuant to the said Agreement dated _____,20__, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required according to the terms of said Agreement and applicable California State law, to furnish a Bond for the faithful Performance of said Agreement.

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of South Lake in the penal sum of: _____Dollars ($_____), 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, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said Agreement and any alterations made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of South Lake Tahoe, its employees, council members and agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

If the City of South Lake Tahoe shall provide notice that it considers the Principal to be in default, Surety, upon receipt of such written notice, shall, within thirty (30) days, conduct any and all investigations that it deems necessary and appropriate to perform. Surety agrees to do so in order to be in a position to respond timely and efficiently, with the best interests of the overall completion of the Project as the primary goal, and without detriment to the Project or the City of South Lake Tahoe, should the City of South Lake Tahoe elect to exercise its right to terminate the Principal's right to proceed due to default.

If the City of South Lake Tahoe issues a written notice of termination for default, Surety shall, within fifteen (15) calendar days, tender a written program to City of South Lake Tahoe which comprehensively details Surety's proposed completing contractor, its personnel and the manner in which the Surety will immediately honor its performance bond obligations. The time for completion of the Project shall not be extended as a result of the notice to the Surety, the election by City of South Lake Tahoe to terminate Principal's right to proceed for default, and/or the time it takes Surety to act as required hereunder.

Surety agrees that in responding to any such notice of default of its Principal, Surety shall not be entitled to tender as its completion contractor the Principal or any entity owned, controlled or affiliated with Principal. The response by Surety to City of South Lake Tahoe shall include whether the Surety intends to use the key project personnel of Principal as part of the staff of the Completing Contractor, and the consent by City of South Lake Tahoe of the right to use some, any or all of those proposed individuals shall be at the sole and absolute discretion of the City of South Lake Tahoe. No claim shall be made arising from the good faith exercise by City of South Lake Tahoe of the discretion denying any such request.

As a condition precedent to the satisfactory completion of the said Agreement, the above obligation shall hold good for the maximum period of time allowed by applicable law (including all statutes of limitation or repose) and commensurate with the obligations owed by the Principal to the City of South Lake Tahoe, during which time, if the Principal, Principal's heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the City of South Lake Tahoe from loss or damage made evident during said period, the above obligation shall be and remain in full force and effect.

The terms and conditions of the Agreement between the Principal and the City of South Lake Tahoe are expressly incorporated into this Performance Bond as though set forth in full.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the terms of the said Agreement, or to the Work to be performed thereunder, shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alteration, addition or deletion to the terms of the said Agreement or to the Work. And the said Surety, for value received, hereby stipulates and agrees to waive the benefits of California Civil Code Sections 2819 and 2845.

In the event suit is brought upon this Bond by the City of South Lake Tahoe and judgment is recovered, Surety shall pay all costs incurred by the City of South Lake Tahoe in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this

Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____day of _____, 20__.

PRINCIPAL:	**SURETY:**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Address	Address

NOTE TO SURETY COMPANY:
The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
COUNTY OF EL DORADO) ss.
)

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

_____
Notary Public for the State of California.

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00620

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

SAMPLE ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

DOCUMENT 00630 - SAMPLE ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between:

THE CITY OF SOUTH LAKE TAHOE whose address is 1740 D Street, South Lake Tahoe, CA 96150-6251 (hereinafter called "**Owner**") and _____ whose address is _____ (hereinafter called **"Contractor"**) and _____ whose address is _____ (hereinafter called **"Escrow Agent"**).

For the consideration hereinafter set forth, Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to §22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction contract entered into between the Owner and Contractor for _____ in the amount of $ _____ dated _____(hereinafter referred to as the "Contract"). Alternatively, on written request of the contractor, the Owner shall make payment of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a Substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____and shall be designated the Contractor as the beneficial owner.

2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally

applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. The Owner, Contractor, and Escrow Agent shall determine these expenses and payment terms.

5. The interest earned on the securities or money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of all fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant Sections (5) through (8), inclusive, of this Escrow Agreement, and the Owner and the Contractor hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of Owner, Contractor and Escrow Agent in connection with the foregoing, and exemplars of their respective signatures are as follows:

On Behalf of Owner:

_____
Signature

_____
Name

_____
Title

_____
Address

On Behalf of Contractor:

_____
Signature

_____
Name

_____
Title

_____
Address

On Behalf of Escrow Agent:

_____
Signature

_____
Name

_____
Title

_____
Address

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on _____.

OWNER:

_____
Signature

_____
Name

_____
Title

_____
Address

CONTRACTOR:

_____
Signature

_____
Name

_____
Title

_____
Address

END OF DOCUMENT 00630

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

WARRANTY/GUARANTEE FORM

DOCUMENT 00635 - WARRANTY/GUARANTEE FORM

In accordance with the Contract Documents, including without limitation, Section 6.2 of the Special Provisions, Contractor must sign and submit to City the following Guarantee in the form shown below:

The Design Build Inc. [Contractor's Name] hereby unconditionally Guarantees that the project commonly known as BIJOU PARK CONNECTOR TRAIL [the "Work"] has been completed in accordance with the requirements of the Contract Documents and further Guarantees the Work to be free of defects in workmanship, equipment and materials and to remain free of such defects for a period of one (1) year from the date of acceptance of the Work by the City Council of the City of Lake Tahoe, or through its designee, unless a longer/shorter period(s) is called for by the Contract Documents. The Contractor hereby agrees to repair or replace any and all components of the Work, together with any adjacent work that may have been damaged or displaced in so doing, that may *prove* to be not in accordance with the requirements of the Contract Documents or that may be defective in its workmanship or materials within the period specified, without any expense whatsoever to City, ordinary wear and tear and unusual abuse and neglect excepted. The Contractor has provided Contract Bonds that will remain in full force and effect during the Guarantee period.

The Contractor further agrees that within three (3) calendar days after being notified in writing of any Work not in accordance with the requirements of the Contract Documents or any defects in the Work, it will commence and prosecute with due diligence all work necessary to fulfill the terms of this Guarantee, and to complete the Work within a reasonable period of time. In the event Contractor fails to so comply, Contractor does hereby authorize City to proceed to have such Work done at the Contractor's expense and Contractor will pay the cost thereof upon demand. City will be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an Emergency constituting an immediate hazard to the public health or safety or the health or safety of City's employees, City may undertake at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of the Contract Documents, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The Guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing City's rights to enforce all terms of the Contract Documents referenced hereinabove or the time for enforcement thereof. This Guarantee is provided in

addition to, and not in lieu of, City's rights on such Contract.

In accordance with the Special Provisions of the Contract Documents for the Project, Contractor shall timely procure and submit to the City a Maintenance/Warranty Bond(s), issued by an admitted surety acceptable to the City, to secure all maintenance and warranty obligations as may be required under the Contract Documents. Said Maintenance/Warranty Bond(s) shall be in an amount and form as required by, and as acceptable to, the City.

The one-year Warranty/Guarantee period set forth herein does not in any way limit or waive the City's rights to pursue legal action for latent construction defects, in accordance with California Code of Civil Procedure §337.15, nor for patent construction defects in accordance with California Code of Civil Procedure §337.1.

By executing this document, below, Bidder certifies that it has reviewed the content of the Warranty/Guarantee Form, and that it will execute and issue the foregoing Warranty/Guarantee Form as a condition to the acceptance of the Work in accordance with the Contract Documents, including without limitation, Section 6.2 of the Special Provisions.

CONTRACTOR'S SIGNATURE:

Signature

Manzar Qayyum

Name

CEO

Title

7/14/2025

Date

END OF DOCUMENT 00635

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGMENT OF CITY CODE

DOCUMENT 00640 – ACKNOWLEDGMENT OF CITY CODE

Contractor represents and warrants that it has reviewed all aspects of the South Lake Tahoe City Code which may be applicable to the Project.

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I have reviewed the South Lake Tahoe City Code, and that Bidder will comply with all aspects of the South Lake Tahoe City Code as may be applicable to the Project.

Date: 7/14/2025 Bidder's Signature: _____

Bidder's Name and Title (Print): Manzar Qayyum, CEO

END OF DOCUMENT 00640

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BID DOCUMENTATION CERTIFICATION

DOCUMENT 00650 – BID DOCUMENTATION CERTIFICATION

The undersigned hereby certifies, under penalty of perjury, that the bid documentation accompanying this certification constitutes all of the information used in the preparation of the bid submitted on behalf of Bidder, as required to be submitted to the City in accordance with Section 2.3 of the Special Provisions ("Escrow of Bid Documents"). The undersigned further certifies that he/she has personally examined the contents of the bid documentation accompanying this certification, and that the same is complete and satisfies the requirements of Section 2.3 of the Special Provisions ("Escrow of Bid Documents"). **Failure of Bidder to submit an executed Bid Documentation Certification and Bid Escrow Documents within three (3) business days after bid opening will result in a non-responsive bid.**

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Date: 7/14/2025

Bidder's Signature: _____

Bidder's Name and Title Manzar Qayyum, CEO

INDEX OF BID ESCROW DOCUMENTS

[Note: Use additional sheets if necessary.]

Bid Documentation Certification

Take-offs

Quotes

END OF DOCUMENT 00650

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

DOCUMENT 00700- SPECIAL PROVISIONS

BIJOU PARK CONNECTOR TRAIL

Public Works Contract No. 25-30150037
FORMAL BID No. BN-25-30150037-01

SECTION 1: GENERAL

1.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 1, "General", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents.

(B) Insert the following at the end of Section 1-1.07A, "General", of the Standard Specifications:

> The City may use terms throughout the Special Provisions and the Contract Documents that are defined in sections other than Section 1-1.07B ("Glossary") and/or which may have meanings or definitions that may be similar to or different from those set forth in Section 1-1.07B ("Glossary"). By submitting its bid, Contractor affirms that it has carefully reviewed the Contract Documents and understands the terms as used therein.

(C) Delete the definition of "excusable delay" at Section 1-1.07B, "Glossary", of the Standard Specifications, and insert the following:

> The term "excusable delay" shall have the meaning as set forth in Section 9.10 of the Special Provisions.

(D) Delete Section 1-1.08, "Districts", of the Standard Specifications.

(E) Insert the following at Section 1-1.11, "Web Sites, Addresses and Telephone Numbers", of the Standard Specifications:

Project Manager: City of South Lake Tahoe
Contact: John Dickinson
Email: jdickinson@cityofslt.us
Phone No.: (530) 542-6182

Mailing Address: **City Services Center**
1740 D Street
South Lake Tahoe, CA 96150-6251

1.2 STANDARD SPECIFICATIONS

The term "Standard Specifications" shall mean Standard Specifications of the State of California, Department of Transportation, dated 2023. The term "Standard Plans" shall mean Standard Plans, State of California, Department of Transportation, 2023. Unless otherwise required by the context, whenever in the Standard Specifications, these Special Provisions, or in any documents or instruments where these Standard Specifications govern, and the following terms are used, the intent and meaning of such terms shall be as follows:

STATE, COUNTY, OR CITY, OR STATE OF CALIFORNIA ..... CITY OF SOUTH LAKE TAHOE

DEPARTMENT OR DEPARTMENT OF TRANSPORTATION..... CITY OF SOUTH LAKE TAHOE

DEPARTMENT OF ENGINEERING DIRECTOR OF DIRECTOR OF TRANSPORTATION..... DEPARTMENT OF PUBLIC WORKS CITY OF SOUTH LAKE TAHOE

ENGINEER..... CITY ENGINEER OR PROJECT MANAGER OR AUTH. REPRESENTATIVE CITY OF SOUTH LAKE TAHOE

1.3 BID DOCUMENTS

The Bid Documents as used in these Special Provisions shall consist of the following: Notice to Bidders (Document 00100); Instructions to Bidders (Document 00200); Bid Proposal (Document 00400); Bidder's Bond (Document 00410); Designation of Subcontractors (Document 00420); Verification of DIR Compliance (Document 00423; CARB CRC Compliance (Document 00424); Self-Performance Declaration (Document 00425); Debarment and Suspension Certifications (Document 00430); Non-Collusion Declaration (Document 00432); Worker's Compensation Certification (Document 00435); Business and Professions Code Sections 7028.15 and 7031 Statement (Document 00440); Bidder's Statement of Financial Responsibility, Technical Ability and Experience (Document 00450); Equal Employment Opportunity Certification (Document 00460); Non-Lobbying Certification (Document 00465); Disclosure of Lobbying Activities (Document 00466); Construction Contract DBE Commitments (Document 00471); DBE Information – Good Faith Efforts (Document 00475); Agreement (Document 00500); Payment Bond Form (Document 00610); Performance Bond Form (Document 00620); Sample Escrow Agreement for Security Deposits In Lieu of Retention (Document 00630); Warranty/Guaranty Form (Document 00635); Acknowledgment of City Code (Document 00640); Bid Document Certification (Document 00650); Special Provisions (which incorporate by

reference, and, as specified, modify the Standard Specifications of the State of California, Department of Transportation, dated 2023; the Standard Plans of the State of California, Department of Transportation, dated 2023, and the South Lake Tahoe Public Improvement and Engineering Standards) (Document 00700); Construction Progress Documentation (Document 01300); Contract Construction Drawings (Plans); and any Addenda issued by the City after the initial publication of the Notice to Bidders.

1.4 SPECIFICATIONS AND PLANS

(A) The Work embraced herein shall be governed by, and done in accordance with, the Standard Specifications, the Standard Plans, and the City of South Lake Tahoe Public Improvement and Engineering Standards, insofar as the same may apply, and subject to and in accordance with these Special Provisions, the Project plans and drawings, the technical specifications, and the Contract Documents.

(B) All Contract Documents are intended to be complementary. In case of conflicts among or between the Contract Documents, the order of precedence among and between Contract Documents shall be as follows:

(1) Addenda shall govern over the existing Bid Documents; subsequent Addenda shall govern over prior Addenda only to the extent specified;

(2) Supplemental Conditions, if any, shall govern over the Special Provisions;

(3) Special Provisions shall govern over the General Provisions (Division 1);

(4) The General Provisions (Division 1) shall govern over the Technical Specifications (Divisions 2 through 16) except as otherwise set forth in the Contract Documents;

(5) Special Provisions shall govern over the Standard Specifications, the Standard Plans and the Project plans, and the City of South Lake Tahoe Public Improvement and Engineering Standards; and

(6) Project plans and drawings shall govern over Standard Plans.

(7) Standard Plans and Project plans and drawings shall govern over the Standard Specifications.

The following shall also apply in the event of a conflict or discrepancy:

- Written numbers and notes on a drawing govern over graphics;
- A detail drawing governs over a general drawing; and
- A detail specification governs over a general specification.

In the case of any conflict as between, on the one hand, any plans and drawings, and, on the other hand, the Standard Specifications, Special Provisions, Supplemental Conditions, General

Provisions and/or Technical Specifications, the plans and drawings shall govern in matters of quantity and the Standard Specifications, Special Provisions, Supplemental Conditions, General Provisions and/or Technical Specifications shall govern in matter of quality. In cases of conflict within the plans and drawings involving quantities or within the Standard Specifications, Special Provisions, Supplemental Conditions, General Provisions and/or Technical Specifications involving quality, the greater quantity and higher quality must be provided.

The Work shall be measured and paid for in the units as specified in the Base Bid Schedule, and in accordance with the requirements of the Special Provisions and the Contract Documents.

END OF SECTION 1

SECTION 2: BIDDING

2.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 2, "Bidding", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project. In addition to the provisions in Section 2, "Bidding", of the Standard Specifications, the Contractor's attention is directed to the Notice to Bidders (Document 00100), Instructions to Bidders (Document 00200), Bid Proposal (Document 00400), and these Special Provisions for the requirements and conditions which must be observed in the preparation of the Bid Proposal form and the submission of a complete and responsive Bid.

(B) Delete Section 2-1.02, "Bid Ineligibility", of the Standard Specifications, and replace with the following:

Unless otherwise prohibited by California or federal law and subject to the terms and conditions of the Bid Documents, any responsible contractor qualified and authorized under applicable California law, including without limitation, the Public Contract Code, the Business & Professions Code, the Government Code and the City of South Lake Tahoe City Code, may submit a bid for the Project, subcontract for a portion of the Work and/or supply materials or equipment for the Work.

(C) Delete paragraphs 2 through 4 of the Section 2-1.06A, "General", of the Standard Specifications, and replace with the following:

In accordance with Document 00100.2.09 – Notice to Bidders ("Availability of Bid Documents"), copies of all Bid Documents (including the Bid Proposal), but not including the Standard Specifications and Standard Plans, may be viewed at the Department of Public Works Office, 1740 D Street, South Lake Tahoe, California 96150, and **shall be available after registering as a vender at the following internet address:**

http://www.planetbids.com/portal/portal.cfm?CompanyID=14997#

Standard Specifications and Standard Plans can be viewed and/or downloaded from the California Department of Transportation website.

(D) Delete Section 2-1.06B, "Supplemental Project Information", of the Standard Specifications.

(E) Insert the phrase "Carefully and diligently" at the start of the first sentence of Section 2-1.07, "Job Site and Document Examination", of the Standard Specifications. Insert the following at the end of Section 2-1.07, "Job Site and Document Examination", of the Standard Specifications:

The submission of a Bid is conclusive evidence that the Bidder has investigated and is fully aware of the conditions and difficulties that may be encountered, including the availability of labor and materials to be

provided, of the character, quality and quantities of Work to be performed, and of the requirements of all Bid Documents.

Failure of Bidder to educate itself with available information will not relieve Bidder from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the Work will be or is now performed, and, so far as possible, the successful Bidder must employ such means and methods in carrying out its Work as will not cause any interruption or interference with any other contractor and/or work undertaken directly by City forces.

Where investigation of subsurface conditions has been made by the City with respect to foundation or other design aspects, Bidders may inspect the City's records of such investigation, including examination of samples and drill cores, if any. When logs of test borings indicating a record of the data obtained by the City's investigation of subsurface conditions are made available, said logs represent only the investigator's opinion as to the character of material encountered in test borings and are made available only for the convenience of Bidders.

Investigation of subsurface conditions is made for the purpose of design, and the City assumes no responsibility, whatsoever, with respect to the sufficiency of test borings, accuracy of the log of test borings, of other preliminary investigations, or in the interpretation thereof. There is no warranty or guarantee, express or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unforeseen conditions may not be encountered. No information derived from such inspection of records of preliminary investigations made by the City, or from the maps, drawings, plans, or Contract Documents relieve Contractor from any risk or from properly fulfilling all the terms of the Agreement. Records of such preliminary investigations as may have been made by the City may be inspected by contacting the City's Authorized Representative as identified in the Notice to Bidders.

Making information available to Bidders is not to be construed in any way as a waiver of the aforesaid provisions, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered. Should Bidder wish to perform any inspection or investigation of the Project site so as to satisfy itself as to the condition(s) that may be encountered, Bidders shall submit a written request to the City, at least two weeks prior to the date specified for the submission of bids, identifying any reasonable inspection or investigation that Bidder wishes to perform. Thereafter, and within the sole discretion of the City, Bidder may be allowed to perform the requested inspections or investigations at the Project site subject to the express satisfaction of any conditions required by the City, including, without limitation, the procurement by Bidder of acceptable insurance

coverage(s) and the performance of the requested inspections or investigations at times and locations as specified by the City.

Bidder must carefully study and compare the requirements of the Contract Documents with each other and must advise the City, in writing, of any errors, inconsistencies or omission discovered. If the Bidder performs any Work knowing it involves a recognized error, inconsistency or omission in the requirement of the Contract Documents, without notice to the City, the Contractor assumes responsibility for such performance and will bear the cost for correction.

(F) Replace the phrase "*Subcontractor List*" with "Document 00420 ("Designation of Subcontractors")" in the first sentence in Section 2-1.10, "Subcontractor List", of the Standard Specifications. Delete the second paragraph in Section 2-1.10, "Subcontractor List", of the Standard Specifications, and insert the following:

Bidder shall utilize Document 00420 ("Designation of Subcontractors") to list the names and locations of all Subcontractors performing more than one-half of one percent of the value of the Work, to provide a description of the subcontracted Work performed by any listed Subcontractor, and to provide all other information required by the Bid Documents, all in accordance with the Subletting and Subcontracting Fair Practices Act (the "Act"), commencing with Section 4100 of the Public Contract Code. The Bidder's attention to invited to the other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

(G) Delete the first paragraph of Section 2-1.12B(2), "DBE Commitment Submittal," and replace it with the following:

Submit DBE information on the "Construction Contract DBE Commitment," Exhibit 15-G, form included in the Bid Documents (Document 00471) with the bid, or alternatively, within four (4) working days after the bid opening.

(H) Delete the first paragraph of Section 2-1.12B(3), "Good Faith Efforts Submittal," and replace it with the following:

If you have not met the DBE goal, complete and submit the "DBE Information - Good Faith Efforts," Exhibit 15-H, form included with the Bid Documents (Document 00475) showing that you made adequate good faith efforts to meet the goal, and submit this form with the bid, or alternatively, received by the City within five (5) working days after the bid opening. If the "DBE Information - Good Faith Efforts," Exhibit 15-H, form (Document 00475) is not submitted with the bid, it must be **received** by the Department of Public Works no later than five (5) calendar days after the bid opening.

(I) Delete Section 2-1.15, "Disabled Veteran Business Enterprises", of the Standard Specifications.

(J) Delete Section 2-1.18, "Small Business and Non-Small Business Subcontractor Preferences", of the Standard Specifications.

(K) Delete Section 2-1.27, "California Companies", of the Standard Specifications.

(L) Delete Section 2-1.33D, "Opt Out of Payment Adjustments for Price Index Fluctuations", of the Standard Specifications.

(M) Delete Section 2-1.31, "General", of the Standard Specifications, and insert the following:

A separate Bid Proposal (Document 00400) is provided with these Bid Documents. The Bidder's attention is directed to Document 00400.7.0 ("Attached Documents"), which requires Bidder to submit certain enumerated Bid Documents as a material part of the Bid Proposal. **The Bid Proposal shall be submitted as described in, and in accordance with, the Bid Documents, including, without limitation, the Notice to Bidders (Document 00100), Instructions to Bidders (Document 00200), and Bid Proposal (Document 00400).** All Bid Proposals shall set forth, in ink, for each item of work in clearly legible figures, a unit price and a total for the item, in the respective spaces provided and shall be signed by the Bidder, who shall fill out all blanks and provide all information as required in the Bid Proposal forms, and timely submit all aspects of the Bid Proposal forms as required therein.

(N) Delete Section 2-1.33B, "Electronic Bids", of the Standard Specifications.

(O) Insert the following at the end of Section 2-1.34, "Bidder's Security", of the Standard Specifications:

The Bidder's Bond shall conform to Document 00410 ("Bidder's Bond"). All bids shall be presented under sealed cover and accompanied by a proposal guaranty (Bidder's Security) in an amount of not less than 10% of the bid price, as a guarantee the bidder will execute the Agreement with the City upon acceptance of the Bid by the City Council.

(P) Insert the following at the end of Section 2-1.46, "Department's Decision on Bid", of the Standard Specifications:

The City reserves all rights to reject any or all Bids, and to waive any minor irregularity in the completion of the Bid Proposal form within its sole discretion.

(Q) Insert the following at the end of Section 2-1.47, "Bid Relief", of the Standard Specifications:

Attention is directed to the provisions of California Public Contract Code Sections 5100 through 5107 that set forth the criteria and procedures for relief of Bidders, and for authorizing an award of the Agreement to another Bidder.

2.2 DISCLOSURES AND COMPLIANCE CERTIFICATIONS

(A) Public Contract Code Section 10232 (Chapter 466, Stats.1982) provides as follows:

Every contract shall contain a statement by which the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the Contractor has complied with the order which was the basis for the finding. The State may rescind any contract in which the Contractor falsely swears to the truth of the statement required by this section.

A form for the statement required by Section 10232 of the Public Contract Code is located at Document 00430 ("Debarment and Suspension Certifications"). By executing Document 00430 ("Debarment and Suspension Certifications"), the Contractor acknowledges compliance with Section 10232 of the California Public Contract Code.

(B) In accordance with Public Contract Code Section 7106, a Non-Collusion Declaration is included at Document 00430 ("Non-Collusion Declaration").

(C) In accordance with Section 4552 of the Government Code, Bidder shall conform to the following requirements:

In submitting a bid to the City, the bidder offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials, or services by the bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

(D) The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations), Part 26 in the award and administration of US DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material

breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the Contractor must include these assurances.

Failure of the Contractor to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to self-performance certifications and escrowed bid documents, where applicable, may subject the Contractor to a determination of the Contractor's responsibility in the event it is the apparent low bidder on future City public works contracts.

2.3 ESCROW OF BID DOCUMENTS

(A) SCOPE:

(1) The three (3) apparent lowest bidders shall submit, within three (3) business days after opening of bids, one (1) copy of all documentary information generated in preparation of the bid price for the Project. This material is hereinafter referred to as "Escrow Bid Documents." The Escrow Bid Documents submitted by any bidder that is not awarded the Agreement shall be promptly returned by the City subsequent to the award of the Agreement. The Escrow Bid Documents will be held in escrow for the duration of the Agreement. Any other bidders considered for the award of the Agreement shall also comply with this provision, if required by the City.

(2) The Contractor agrees, as a condition of award of the Agreement, that the Escrow Bid Documents constitute the complete, only and all of the information used in preparation of the bid, and that no other bid preparation information will be considered in resolving claims or disputes.

(3) Nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents.

(B) SAFEGUARDING OF ESCROW BID DOCUMENTS:

The Escrow Bid Documents are and will always remain the property of the Contractor, subject only to joint review by the City and the Contractor, as provided herein. The City expressly acknowledges that the Escrow Bid Documents constitute the Bidder's proprietary and confidential information. The City agrees to cooperate with Contractor to safeguard the Escrow Bid Documents and all the information contained therein against disclosure to the fullest extent permitted by law.

(C) PURPOSE:

Escrow Bid Documents may be used to assist in the negotiation of the settlement of claims, disputes and other controversies, including disputes concerning chance orders. They will not be used for evaluation of the successful Contractor's anticipated means and methods of construction.

(D) FORMAT AND CONTENTS:

(1) The Contractor may submit Escrow Bid Documents in its usual cost-estimating format. Escrow Bid Documents shall be adequate to enable complete understanding and proper interpretation for their intended use.

(2) The Escrow Bid Documents shall clearly itemize the estimated costs of performing the work. Items shall be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all quantity takeoffs, labor, equipment, calculations of rate production and progress, copies of quotations from subcontractors and suppliers, and memoranda, narratives, consultants' reports, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs shall be broken down into the Contractor's usual estimate categories, such as direct labor, repair labor, material, equipment, construction equipment operation, construction equipment ownership, expendable materials, materials and subcontractor costs as appropriate. Plant and equipment, indirect costs shall be detailed in the Contractor's usual format. The Contractor's allocation of plant and equipment, indirect costs, contingencies, markup and other items shall be included.

(3) All costs shall be identified for all items. For bid items amounting to less than $10,000.00, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, construction equipment, expendable materials and subcontracts, as applicable, are included, and provided that indirect costs, contingencies, and mark-up, as applicable, are allocated.

(4) Bidding materials provided by the City shall not be included in the Escrow Bid Documents unless needed to comply with the requirements of this section.

(E) SUBMITTAL:

(1) The Escrow Bid Documents shall be submitted in a sealed container(s) within three (3) business days after opening of bids. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documents."

(2) The Escrow Bid Documents shall be accompanied by an index to inventory the contents of the submittal and a Bid Documentation Certification (Document 00650), signed by the individual who executed the bid proposal, stating that the material in the Escrow Bid Documents constitutes all documentary information used in preparation of the bid and that he/she has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container(s)

are complete and organized as shown by the Contractor's index.

(3) Prior to award, the Escrow Bid Documents of the Contractor will be unsealed, examined, organized, and inventoried by representatives of City, together with members of the Contractor's staff who are knowledgeable in how the bid was prepared.

This examination is to ensure that the Escrow Bid Documents are authentic, legible, and complete. It will not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. This examination is subject to the condition that, as trade secrets, the Escrow Bid Documents are proprietary and confidential as described in Paragraph B. Examination will not alter any condition(s) or term(s) of the Agreement.

If all the documentation required in Paragraph D, "Format and Contents," has not been included in the original submittal, additional documentation shall be submitted, at the City's sole discretion, prior to award of the Agreement.

If the Agreement is not awarded to the lowest bidder, the Escrow Bid Documents of the next lowest bidder shall be processed as described above and all terms and conditions of this Section shall be applicable to said bidder.

(4) Timely submission of complete Escrow Bid Documents is an essential element of the Contractor's responsibility and a prerequisite to contract award. **FAILURE TO PROVIDE THE NECESSARY ESCROW BID DOCUMENTS WILL BE SUFFICIENT CAUSE FOR THE CITY, IN ITS SOLE DISCRETION, TO REJECT THE BID**. If the Contractor's proposal is based on subcontracting any part of the work, each subcontractor, whose total subcontract price exceeds $150,000, shall provide separate Escrow Bid Documents to be submitted with those of the Contractor. These submittals will be examined in the same manner and at the same time as the examination described above. If the Contractor wishes to subcontract any portion of the work or requests substitutions of any subcontractor after award, the City retains the right to require the Contractor to submit Escrow Bid Documents from the proposed subcontractor before the subcontract or substitution is approved.

(5) Escrow Bid Documents submitted by unsuccessful Contractors will be returned, unless as provided above, as soon as they are no longer needed by City.

(F) STORAGE:

The Escrow Bid Documents will be stored, for the life of the Agreement, at the City's offices. The City will pay the cost of storage.

(G) EXAMINATION:

(1) The Escrow Bid Documents shall be examined by the City and Contractor, at any time deemed necessary by either the City or the Contractor, in the event of any claims or disputes arising upon the Project, including, without limitation, any disputes arising from the pricing of any claim, change or extra work.

(2) Examination of the Escrow Bid Documents is subject to the following conditions:

(a) The Escrow Bid Documents shall be considered proprietary and confidential.

(b) The City and the Contractor shall each designate, in writing to the other party with a minimum of five (5) days notice prior to examination, representatives who are authorized to examine the Escrow Bid Documents. No other person shall have access to the Escrow Bid Documents.

(c) Access to the Escrow Bid Documents under this paragraph will take place only in the presence of duly designated representatives of both the City and the Contractor.

(H) FINAL DISPOSITION:

The Escrow Bid Documents will be returned to the Contractor at such time as the Agreement has been completed and/or final settlement of any dispute(s) has been achieved subsequent to final completion.

2.4 FEDERAL AID PROJECT REQUIREMENTS

The work will be funded, in whole or part, with Federal funds. The following provisions supplement the Contract Documents with additional federal requirements that may be applicable, and are intended to be compatible with the Contract Documents and these Special Provisions, not to conflict therewith. Contractor shall review and comply with all applicable federal requirements, regardless as to whether such requirements are expressly or implicitly called for in the Bid Documents or the Contract Documents. In the event that the federal requirements conflict with other Contract Document provisions, or are otherwise ambiguous, the provisions shall be interpreted to require maximum compliance with any and all applicable laws.

See the provisions below and the Standard Specifications, including, without limitation, Section 7-1.11. Form FHWA 1273, as set forth in Standard Specification Section 7-1.11B, is included in the Agreement. Contractor shall ensure that Form FHWA 1273 is physically incorporated (and not incorporated by reference) into each subcontract and lower-tier subcontracts. Additionally, Contractor shall strictly comply with all requirements and obligations arising from any federal laws, statutes and regulations as may be applicable to this Project, including, without limitation, Title 7 of the Code of Federal Regulations, Part

3016, and, specifically, all laws, statutes, regulations, requirements, and obligations as set forth in 7 CFR § 3016.36(i).

2.4.1 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement. If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," (Document 00466) with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding $100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the City's Authorized Representative.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2.4.2 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Agreement, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the City's Authorized Representative. The form shall be furnished to the City's Authorized Representative within 90 days from the date of contract acceptance. The amount of $10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the City's Authorized Representative showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the City's Authorized Representative showing the amount paid by DBE trucking companies to all firms, including City operators, for the leasing of trucks. If the DBE leases trucks from a non DBE, the Contactor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the City's Authorized Representative showing the truck number, City's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the City of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

2.4.3 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the City's Authorized Representative.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the City's Authorized Representative within 90 days from the date of contract acceptance.

2.4.4 PERFORMANCE OF SUBCONTRACTORS

The form for listing the subcontractors as required in Section 2-1.10, "Subcontractor List," of the Standard Specifications, as modified by the Special Provisions, is found at Document 00420 ("Designation of Subcontractors"), which describes the information to be provided with respect to each listed subcontractor. The Contractor is directed to Public Contract Code Section 4100, *et seq*. (Subletting and Subcontracting Fair Practices Act) related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions. *See* Section 5-1.13B ("Disadvantaged Business Enterprises") of the Standard Specifications.

2.4.5 DBE COMMITMENT FORMS

A "Construction Contract DBE Commitment" form is included in the Bid Documents (Document 00471) to be executed by the Contractor, and shall be submitted with the Bid, or alternatively, received by the City within five (5) working days after the bid opening. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The Contractor's "Construction Contract – DBE Commitment" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A Contractor certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The Contractor is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the Contractor is encouraged to submit a copy of the joint venture agreement.

2.5 BUY AMERICA REQUIREMENTS

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials
All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products
Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of

the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials
Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
   2.1 Polyvinylchloride
   2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

END OF SECTION 2

SECTION 3: CONTRACT AWARD AND EXECUTION

3.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 3, "Contract Award and Execution", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project.

(B) Delete the "except" in the first paragraph and the following two numbered paragraphs in Section 3-1.02B, "Tied Bids", of the Standard Specifications.

(C) Delete the three paragraphs in Section 3-1.04, "Contract Award", of the Standard Specifications, and insert the following:

If the City awards the Agreement, it will be awarded within 90 days of opening of the bids to the lowest responsible bidder whose proposal complies with all the requirements prescribed (unless the City and Bidder(s) have agreed in writing to extend the time to make an award of contract).

Pursuant to Document 00200 – Instructions to Bidders, Article 26 ("Bid Protests"), Bid Protests shall be received by the Public Works Director, City of South Lake Tahoe, at 1740 D Street, South Lake Tahoe, California 96150-6251, before 4:00 p.m. no later than ten (10) working days following the bid opening.

(D) At Section 3-1.05, "Contract Bonds (Pub Cont Code §§ 10221 and 10222)", of the Standard Specifications, replace the phrase "furnish 2 bonds" with the phrase "furnish Contract Bonds, which shall include all bonds as required under the Contract Documents and the following:"

(E) At Section 3-1.05.2, "Contract Bonds (Pub Cont Code §§ 10221 and 10222)", of the Standard Specifications, replace the phrase "equal to at least 50 percent of the total bid" with the phrase "equal to at least 100 percent of the total bid".

(F) Delete Section 3-1.08, "Small Business Participation Report", of the Standard Specifications.

(G) Delete Section 3-1.11, "Payee Data Record", of the Standard Specifications.

(H) Delete entirely, Section 3-1.18, "Contract Execution", of the Standard Specifications, and replace with the following:

The fully executed Agreement shall be executed by the successful Bidder and shall be returned, together with all required (and completed) Contract Bonds on the approved forms (including the Payment Bond (Document 00610) and Performance Bond (Document 00620)), certificates of insurance (with endorsements) and all other documents required to be completed and submitted pursuant to the Contract Documents, to the City

so that all required documents and information are received within ten (10) calendar days after the Bidder has received the Notice of Award from the City. Bidder's failure to promptly execute the Agreement and to return all required documents and information, including, without limitation, certificates of insurance (with endorsements) to the City shall be just cause for forfeiture of the Bidder's Security.

3.2 CONTRACT BONDS

Contract Bonds required as prescribed in this Section 3 of the Standard Specifications, as modified by the Special Provisions and Contract Documents, shall include a Performance Bond equal to one hundred percent (100%) of the amount of the Agreement, and a Payment Bond equal to one hundred percent (100%) of the Agreement, and any other bonds, including any Maintenance and Warranty Bond, as may be required by the City. The form of the Performance Bond (Document 00620) and the Payment Bond (Document 00610) to be provided by the successful Bidder are included within the Bid Documents.

3.3 BUSINESS AND PROFESSIONS TAX

Chapter 3.35 of the South Lake Tahoe City Code requires that any person carrying on any business, trade, profession, calling, or occupation in the City must first procure a Business and Professions Tax Certificate from the City.

The successful bidder and any subcontractors shall complete an application and pay the required fees for the Business and Professions Tax prior to starting work on the contract.

Information regarding the Business and Professions Tax may be obtained by calling the City of South Lake Tahoe Permits and Revenue Division at (530) 542-6012.

END OF SECTION 3

SECTION 4: SCOPE OF WORK

4.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 4, "Scope of Work", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project.

(B) At Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)", of the Standard Specifications, delete the phrase from the Section heading "(23 CFR 635.109)".

(C) At Section 4-1.06B, "Contractor's Notification", of the Standard Specifications, delete the phrase "Promptly notify the Engineer if you find either of the following conditions:" and replace with the following phrase: "Promptly notify the Engineer, in writing, and in any event no later than twenty-four (24) hours after discovery, and before such conditions are disturbed, if you find either of the following conditions:".

(D) At Section 4-1.07A, "General", of the Standard Specifications, delete the word "Reserved" and insert the following: "The application and implementation of the Value Engineering provisions to the Project, if at all, shall remain within the sole discretion of the City, and the City shall under no circumstances, at any time, be required or obligated to review or accept any Value Engineering Change Proposal."

(E) Delete Section 4-1.07C, "Value Analysis Workshop", of the Standard Specifications.

4.2 CHANGES AND EXTRA WORK

Delete Sections 4-1.05A "General" and 4-1.05B "Work-Character Changes", of the Standard Specifications, and replace with the following:

4-1.05A GENERAL

The City may, at any time, and without notice to the Contractor's surety or sureties, make or order changes in the Work within the general scope of the Contract Documents, including, but not limited to, additions, deletions or other revisions, and/or changes in the Contract Documents or in the method and manner of performing the Work. Such changes shall be ordered or documented by:

(a) Field Modification, which is a written instruction, clarification or additional information communicated by the City or its authorized representative to Contractor directing or authorizing a minor adjustment in the Work or the requirements of the Contract Documents that does not change the Contract Sum or Contract Time;

(b) Change Order, which is a written amendment to the Contract Documents, changing the Work, and/or the Contract Documents, and/or the Contract Sum, and/or the Contract Time; or

(c) Construction Change Directive.

4-1.05B CHANGES AND EXTRA WORK

4-1.05B(1) Upon request by the City, Contractor shall promptly provide the City with Contractor's proposed cost and time estimates detailing the amount to be added to or deducted from the Contract Sum and/or Contract Time due to any proposed change. Within five (5) calendar days, or as otherwise directed in writing by the City, Contractor shall promptly provide the City with Contractor's detailed, itemized proposal, which must include: (i) detailed estimates and other documentation supporting the proposed cost; and (ii) any required adjustments to the Contract Time known by the Contractor to be directly or indirectly attributable to the proposed change. All requests for adjustment to the Contract Time shall be supported by a detailed schedule analysis in accordance with, and as specified in, Document 01300 ("Construction Progress Documentation").

4-1.05B(2) Should Contractor fail to promptly submit the required information and documentation as required or requested by the City, or, after Contractor has timely submitted its cost and time proposal, the City and Contractor fail to successfully negotiate or agree on the adjustment, if any, to the Contract Sum and/or Contract Time associated with the proposed changed work, the City may issue a Construction Change Directive. The Construction Change Directive shall constitute the City's final determination with respect to the adjustment, if any, to the Contract Sum and/or Contract Time due to the proposed change request, and Contractor must immediately proceed with the Work as directed by the City. If warranted in the judgment of the City, the Contract Sum and/or Contract Time may be changed pursuant to the Construction Change Directive in accordance with the City's estimate of cost and time associated with the change request. If Contractor disputes any portion of the Construction Change Directive, Contractor must maintain all time and materials records for "Force Account" Work as specified in Section 9-1.04, "Force Account" of the Standard Specifications, as modified by the Special Provisions. If Contractor fails to maintain such records or fails to submit such records within ten (10) calendar days following completion of the added Work, the City's estimate will be used for the purpose of final adjustment, if any, to the Contract Sum and/or Contract Time. In the event Contractor disputes the adjustment, if any, to the Contract Sum and/or Time pursuant to the Construction Change Directive, Contractor's sole and exclusive remedy shall be to pursue a claim in strict accordance with the requirements of Sections 8 and 9 of the Special Provisions, including, without limitation, Section 9.11 ("Claims and Dispute Resolution"). In the event of any dispute between City and Contractor concerning any Construction Change

Directive (or Change Order), Contractor shall not stop work but will prosecute the Work diligently to completion in the manner directed by City, and the dispute shall be resolved in strict accordance with the requirements of Sections 8 and 9 of the Special Provisions, including, without limitation, Section 9.11 ("Claims and Dispute Resolution").

4-1.05B(3) At the request of the City, a representative(s) on behalf of the Contractor with authority to execute Change Orders shall promptly meet in person, with the City's Authorized Representative or his/he designee, at the City's offices, to attempt to resolve any disputes regarding adjustments to the Contract Sum and/or Contract Time arising from any proposed change request.

4-1.05B(4) When Work is deleted, the City is entitled to a credit for the deleted Work. The credit adjustment to the Contract Sum and/or Contract Time for deleted Work will be determined in accordance with the Contract Documents, including, as applicable, Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions. Unless the City and Contractor agree otherwise pursuant to a Change Order, the credit adjustment to the Contract Sum shall be determined based upon the unit prices (or lump sum prices) for the scope of the deleted Work as set forth in Contractor's Bid Proposal and/or Schedule of Values, plus an additional 15% for overhead and profit. However, in the event the City determines that the unit prices (or lump sum prices) associated with the deleted Work, as set forth in Contractor's Bid Proposal and/or Schedule of Values, do not provide an accurate or appropriate basis for determining the credit adjustment to the Contract Sum, the City may determine the appropriate adjustment in any reasonable manner.

If Contractor has ordered acceptable material for the deleted Work before the date of notification of such deletion by the City, and if orders for such material cannot be canceled, such material will be paid for by the City at Contractor's actual cost. In such case, the material paid for will become the City's property and the City will pay the actual cost of any further handling. If the material is returnable to the vendor and if the City so directs, Contractor must return the material and the City will pay the actual costs of returning the material, including reasonable and verifiable handling and restocking charges. The actual costs or charges to be paid by the City to Contractor for deleted materials as provided in this paragraph will be computed in the same manner as if the Work were to be paid for on a "Force Account" basis in accordance with Section 9-1.04, "Force Account" of the Standard Specifications, as modified by the Special Provisions.

4-1.05B(5) Contractor's written acceptance of a Change Order constitutes a final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect or consequential. Pursuant to Public Contract Code §7100, Contractor may

specifically exclude individual Change Order items from operation of the Contractor's written acceptance of the Change Order and waiver of all claims in connection therewith. However, a general statement that Contractor reserves its right to seek a further adjustment of the Contract Sum and/or Contract Time at a future date for the Work, including Work associated with the Change Order, will not be permitted. If Contractor disagrees with any terms or conditions of a Change Order, Contractor must sign it with the statement "Signed Under Protest" and attach a written statement detailing the basis of the disagreement. The written statement detailing the basis of the disagreement must specifically identify each item to be excluded from the Contractor's waiver and state why Contractor is unable to determine the adjustment of the Contract Sum and/or Contract Time arising from the items excluded in the Contractor's release.

4-1.05B(6) Adjustments, if any, to the Contract Sum and/or Contract Time by reason of any modifications of the Work as set forth in a proposed change, shall be set forth in a Change Order or Construction Change Directive, and shall be determined by one or more of the methods, as elected by the City, as authorized pursuant to Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

4-1.05B(7) Unless the City and Contractor agree otherwise pursuant to a Change Order, the following shall apply:

(a) During the first sixty (60) calendar days of any Compensable Delay, Contractor shall not be entitled to any separate mark-up on its labor, material or equipment costs, or those incurred by its subcontractors or suppliers, including, without limitation, any mark-up for overhead, profit or general conditions otherwise allowed on labor, materials and equipment pursuant to Section 9-1.04, “Force Account”, and Section 9-1.05, Extra Work Performed by Specialists, of the Standard Specification. In accordance with the Contract Documents, including, without limitation Document 00400.4.2 (“Bid Proposal”), the daily amount that Contractor may charge to the City for all delay costs, direct and indirect (and inclusive of all expenses and damages, including, without limitation, jobsite and home office overhead costs and extended general conditions) applicable to the first sixty (60) calendar days of Compensable Delay is the amount set forth in Document 00400.4.2 (“Bid Proposal”). This sum shall represent the exclusive and sole amount (*i.e.*, payment in full for any and all direct and indirect delay costs) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all Compensable Delay(s) during the first sixty (60) calendar days of Compensable Delay at the Project.

(b) After the first sixty (60) calendar days of any Compensable Delay, delay costs, if allowable, inclusive of all direct and indirect costs,

expenses and damages (including, without limitation, jobsite and home office overhead costs and extended general conditions), arising from a Compensable Delay shall be determined in accordance with Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

4-1.05B(8) Any alteration or alterations made in the plans and specifications, which are a part of the Contract Documents, or any provision of the Contract Documents, shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof, and consent to make such alterations is hereby given, and the sureties to said bonds hereby waive the provisions of Section 2819 of the Civil Code of the State of California.

4-1.05B(9) In giving instructions, the City shall have authority to make minor changes in the Work. The City, through its designee, shall be authorized to issue written changes in an amount established on behalf of the City Council. Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of such written order, and no claim for an adjustment to the Contract Sum and/or the Contract Time shall be valid unless the additional work was so ordered in writing by the City prior to the start of the additional work.

END OF SECTION 4

SECTION 5: CONTROL OF WORK

5.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 5, "Control of Work", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project.

(B) All references to "day" or "days" within Section 5, "Control of Work", of the Standard Specifications, shall refer to **calendar days** unless expressly noted otherwise.

(C) All references to "highway" within Section 5, "Control of Work", of the Standard Specifications, shall refer to the "right-of-way" unless expressly noted otherwise.

(D) Delete the last paragraph at Section 5-1.01, "General," of the Standard Specifications.

(E) Delete Section 5-1.02, "Contract Components," of the Standard Specifications.

(F) Delete the first paragraph of Section 5-1.06, "Protests," of the Standard Specifications and replace with the following:

You may protest a written determination or response by the Engineer, including, but not limited to, the issuance of a Construction Change Directive or RFI response, in accordance with the requirements of Sections 4, 5 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

(G) Delete Section 5-1.09, "Partnering," of the Standard Specifications.

(H) Delete the phrase "Except for a building-construction non-federal-aid contract," from the fifth paragraph of Section 5-1.13A, "General," of the Standard Specifications.

(I) Delete Section 5-1.13C, "Disabled Veteran Business Enterprises," of the Standard Specifications.

(J) Delete Section 5-1.13D, "Non-Small Businesses," of the Standard Specifications.

(K) Delete Section 5-1.20C, "Railroad Relations," of the Standard Specifications.

(L) Delete Section 5-1.20E, "Water Meter Changes," of the Standard Specifications.

(M) Delete all paragraphs under Section 5-1.26, "Construction Surveys," of the Standard Specifications, and replace with the following: "Contractor is responsible for all survey staking, including all costs and impacts arising therefrom."

(N) Delete Section 5-1.36C, "Railroad Property," of the Standard Specifications.

(O) Delete Section 5-1.38, "Maintenance and Protection Relief," of the Standard Specifications.

(P) Delete the sentence, "The Engineer responds to the RFI within 5 business days" at Section 5-1.42, "Requests for Information", of the Standard Specifications, and replace with the sentence "The City or its designee responds to the RFI within 10 calendar days".

(Q) Delete Section 5-1.43, "Potential Claims and Dispute Resolution," of the Standard Specifications, and replace with the following:

5-143 CONTRACT CLAIM RECORDS

5-1.43A Initial Contract Claim Record

Initial Contract Claim records submitted by the Contractor shall include, at a minimum, the following:

1. Complete nature and circumstances causing the claim.

2. Contract specifications supporting the basis of a claim.

3. Estimated claim cost and an itemized breakdown of the individual costs stating how the estimate was determined.

4. TIA submitted in accordance with Document 01300.3.07 ("Time Extensions").

5-1.43B Final Contract Claim Record

Final Contract Claim records submitted by the Contractor shall include, at a minimum, the following:

1. Detailed factual account of the events causing the claim, including:

1.1. Pertinent dates

1.2. Locations

1.3. Work items affected by the claim

2. Contract documents supporting the claim and a statement of the reasons these parts support entitlement

3. Itemized cost breakdown if a payment adjustment is requested. Segregate costs into the following categories:

3.1. Labor, including:

3.1.1. Individuals

3.1.2. Classifications

3.1.3. Regular and overtime hours worked

3.1.4. Dates worked

3.2. Materials, including:

3.2.1. Invoices

3.2.2. Purchase orders

3.2.3. Location of materials either stored or incorporated into the work

3.2.4. Dates materials were transported to the job site or incorporated into the work

3.3. Equipment, including:

3.3.1. Detailed descriptions, including make, model, and serial number

3.3.2. Hours of use

3.3.3. Dates of use

3.3.4. Equipment rates at the rental rate listed in Labor Surcharge and Equipment Rental Rates in effect when the affected work related to the claim was performed

4. Detailed account of the time impact if a time adjustment is requested:

4.1. Dates for the requested time.

4.2. Reasons for a time adjustment.

4.3. Contract documentation supporting the requested time adjustment.

4.4. TIA. Any TIA must be submitted in accordance with Document 01300.3.07 ("Time Extensions"), and demonstrate entitlement to a time adjustment.

5. Identification and copies of your documents and copies of communications supporting the potential claim, including certified payrolls, bills, canceled checks, job cost reports, payment records, and rental agreements.

6. All other relevant information, references, and arguments that support the claim.

(R) Delete Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications.

5.2 SUBCONTRACTING

In addition to the requirements set forth in Section 5-1.13, "Subcontracting", of the Standard Specifications, the following shall be applicable to this Project:

The form for listing the subcontractors as required in Section 2-1.33C, "Subcontractor List," of the Standard Specifications, as modified by the Special Provisions, is found at Document 00420 ("Designation of Subcontractors"). Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Section 7028.15(a) and 7031.

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/DLSE/Debar.html.

5.2.1 SUBLETTING AND SUBCONTRACTING

(A) The Contractor must adhere to the rules governing subcontracting as set forth in the Subletting and Subcontracting Fair Practices Act, commencing with Public Contract Code section 4100. Subcontractor substitutions must be in accordance with provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code section 4100. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action pursuant to the Subletting and Subcontracting Fair Practices Act.

(B) The Contractor is responsible for all Work performed pursuant to the requirements of the Contract Documents, including Work subcontracted to others. All persons engaged in the Work of the Project are the responsibility of and subject to the control of the Contractor.

(C) No subcontractor will be recognized as such, and all persons engaged in the Work will be considered as employees of Contractor who is responsible for their work, which is subject to all the provisions of the Contract Documents.

(D) When any subcontractor fails to execute a portion of the Work in a manner satisfactory to City, the Contractor must remove such subcontractor immediately

upon written notice from City, and the Subcontractor must not again be employed on the Project.

(E) Although the Bid Documents and Contract Documents are divided into Documents, Articles, Parts, Sub-Parts and Divisions, Sections, and Paragraphs, *etc*., they are not intended to provide a basis for the bidding, assignment, or performance of the Work. Contractor is fully responsible for assigning the Work to the various subcontractors, suppliers and vendors that will be bidding or performing the Work. The City will not entertain requests to arbitrate or decide disputes among subcontractors or between the Contractor and subcontractor(s) concerning responsibility for performing any part of the Work.

(F) Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" as set forth in the Standard Specifications. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5.2.2 SUBCONTRACT RELATIONS

(A) By an appropriate agreement, Contractor shall require each subcontractor and supplier, to the extent of that subcontractor's or supplier's Work, to be bound to Contractor by the terms of the Agreement, and to assume toward Contractor all the obligations and responsibilities which Contractor, by these Contract Documents, assumes toward City.

(B) Said subcontracts and agreements must preserve and protect City's rights pursuant to the Agreement with respect to the subcontractor's or suppliers Work so the subcontracting thereof will not prejudice such rights. Contractor must require each subcontractor to enter into similar agreements with its sub-subcontractors.

(C) Contractor must make available to each proposed subcontractor and supplier, prior to execution of the subcontract or agreement, copies of the Contract Documents to which the subcontractor or supplier will be bound and, upon written request of the subcontractor or supplier, identify to the subcontractor or supplier any terms and conditions of the proposed subcontract or agreement that may be at variance with the Agreement. Each subcontractor must similarly make copies of all such Documents available to its proposed sub-subcontractors.

5.2.3 CONTROL OF SUBCONTRACTORS

(A) The Contractor shall:

(1) Schedule and coordinate the Work of all subcontractors;

(2) Instruct all subcontractors to consult with other subcontractors to ascertain the locations of their various materials including stored materials

and to familiarize themselves with their own material locations, making such changes as required to obtain the best results;

(3) Instruct all subcontractors to schedule their Work and cooperate with the other subcontractors to avoid delays, interferences, and unnecessary work, to conform to the schedule of operations as indicated in the progress schedule, and make installations when and where directed;

(4) Make all necessary changes, including removing and reinstalling of materials, at their sole expense if they fail to check with other subcontractors, and their installed Work is later found to interfere with Work of other subcontractors; and

(5) Follow up to ensure that all subcontractors install their Work when and where directed, and in accordance with the Contract Documents.

5.2.4 APPLICATION OF CITY CODE TO SUBCONTRACTORS

The Contractor shall incorporate by explicit reference all pertinent requirements of the South Lake Tahoe City Code in all subcontracts and supplier agreements.

5.3 SELF-PERFORMANCE REQUIREMENTS

Contractor shall complete, as part of the Bid Documents, the Self-Performance Declaration (Document 00425 ("Self-Performance Declaration")) confirming the Contractor will perform, with its own organization, contract work amounting to not less than 30 percent of the amount of the original total bid for the Work.

5.4 AUDITS AND ACCESS TO RECORDS

In addition to the requirements set forth in Section 5-1.27, "Records", of the Standard Specifications, the following shall be applicable to this Project, and in the event of a conflict between this Section and Section 5-1.27, "Records", of the Standard Specifications, the more strict and stringent requirement shall apply:

(A) The Contractor must maintain all books, records, documents, and other evidence directly pertinent to the performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The Contractor must also maintain all financial information and data used by the Contractor in the preparation or support of any cost Application, or other request for equitable adjustment. City and its representatives will have access upon 24 hours advanced written notice, at all times during normal business hours, to all Contractor's books, summary reports, records, accounts, estimates, documents, detailed financial information, certified payroll records, and all other relevant information and documentation for the purposes of inspection, audit, and copying. The Contractor will, at no cost to City, provide proper facilities for such access, inspection and copying purposes.

(B) Contractor agrees to include and make the requirements of this section applicable to all subcontracts, of any tier, or purchase orders in excess of $10,000, at any tier.

(C) The Contractor agrees to provide all information and reports resulting from access to records to City and other affected parties.

(D) Records must be maintained and made available during the performance of Work and for five (5) years after final payment, and until final settlement of all disputes, claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Agreement, to any change order, to any dispute, to any litigation, to the settlement of any claim arising out of such performance, or to the cost or items to which an audit exception has been taken, must be maintained and made available until final payment or final resolution of such dispute, litigation, claim, or exception, whichever occurs later.

(E) The right of access provisions of this section applies to all financial records pertaining to this Agreement:

(1) to the extent the records pertain directly to Contract performance under the Agreement;

(2) to the extent required for verification of the costs incurred where such costs are the basis for billings pursuant to this Agreement including Change Orders;

(3) to the extent there is any indication of violation of the California False Claims statute or that fraud, gross abuse, or corrupt practices may be involved;

(4) if the Agreement is terminated for default or convenience.

(F) Access to records is not limited to the required retention periods. City's Authorized Representative or designee will have access to records at any reasonable time for as long as the records are maintained.

5.5 PROJECT APPEARANCE

In addition to the requirements set forth in the Standard Specifications, the following shall be applicable to this Project:

The Contractor shall maintain a neat appearance to the work. In the area visible to the public, excess material and debris developed during the construction of all phases of the project shall be removed and disposed of at an approved site on a daily basis. All waste material generated shall be disposed of the same day the waste material is generated. No waste material shall be stored within the project area, or the City. Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various Agreement items of Work involved and no additional compensation will be allowed therefore.

5.6 STORAGE OF EQUIPMENT

In addition to the requirements set forth in the Standard Specifications, the following shall be applicable to this Project:

If authorized by the Contract Documents, portions of certain parcels, as shown on the plans or as designated in these General Provisions, may be available, or made available, for the Contractor's use. The limits of these available areas shall be fenced with orange construction fencing or temporary chain link fence at the Contractor's option. Such areas, if designated in the Contract Documents, are limited to existing paved and heavily disturbed areas, and no disturbance of areas outside the designated storage areas will be allowed.

If the Contractor wishes to negotiate with private property owners for additional storage or staging areas, the Contractor is solely responsible for obtaining (and paying for) all required permits from TRPA, California Regional Water Quality Control Board – Lahontan Region (Regional Board) any other regulatory entity, and the City. In the event that Contractor requests and obtains permission from any property owner(s) to utilize their property(ies) for additional storage or staging, Contractor shall promptly submit to the City, and before utilizing any such property(ies) for storage or staging, written permission on behalf of said property owner(s). At the City's sole discretion, and before Contractor commences use of any such property(ies) for storage or staging, the City may require that the property owner(s) sign a release of liability/waiver form exonerating the City of responsibility for any liability or damage, including, without limitation, death, personal injury or property damage, associated with such use of his/her/its property(ies).

Storage sites may require special use permits issued by local and regional agencies. The Contractor is responsible to pay for and secure all permits and to revegetate any areas which may have been disturbed by the Contractor's use of the sites.

Storage and staging areas shall be maintained in strict accordance with the Storm Water Pollution Prevention Plan for the project, as approved by the Regional Board. Under no circumstances shall the Contractor violate any of the terms of the plan. In the event the Regional Board or TRPA issues fines or stop work orders, it shall be the Contractor's sole responsibility to pay the fines, whether issued to the City or Contractor and no additional calendar days will be granted as a result of failure to satisfy the requirements of the Regional Board or TRPA.

In the event that Contractor chooses to utilize storage and staging areas or additional storage and staging areas, including, without limitation, private property(ies), Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its officials, officers, City Council members, employees, agents, the, the Project Manager and the Project consultants, and their respective principals, officers and employees, and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, the use of said storage and staging areas or additional storage and staging areas. The obligations of defense and indemnity set forth in this Section, and in the Contract Documents, shall not be limited by any insurance requirements or obligations pursuant to the Contract Documents. The obligations arising from this Article shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity (including all duties to defend),

which would otherwise exist as to a party or person described elsewhere in the Contract Documents.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved; no additional compensation will be allowed therefor.

5.7 DUST CONTROL

In addition to the requirements set forth in the Standard Specifications, the following shall be applicable to this Project:

The Contractor shall prevent the generation of dust due to his operations in the construction zones, along the haul routes, or equipment parking zones. This may consist of water sprinkling, applying dust palliative or an equivalent service, provided it is not in conflict with requirements of any agency's water quality regulations having jurisdiction in that area. The Contractor shall endeavor, whenever possible, to restrict the use of water to control dust nuisance due to the current need to conserve water.

In the event the control of dust is not satisfactory to the City, the City shall take such measures as may be necessary to insure satisfactory dust control and deduct the cost of measures from any payments due the Contractor.

Dust control shall be in strict accordance with the Storm Water Pollution Prevention Plan for the project, as approved by the Regional Board. Under no circumstances shall the Contractor violate any of the terms of the plan. In the event the Regional Board or TRPA issues fines or stop work orders, it shall be the Contractor’s sole responsibility to pay the fines, whether issued to the City or Contractor and no additional calendar days will be granted.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the prices paid for the various items of work involved; no additional compensation will be provided therefor.

5.8 WASTE MATERIAL

In addition to the requirements set forth in the Standard Specifications, the following shall be applicable to this Project:

All waste material shall become the property of the Contractor and shall be disposed of at a site approved by all local and regional agencies.

Storage, removal, and disposal of waste material and revegetation of storage areas shall be the responsibility of the Contractor.

If the Contractor elects to dispose of materials at locations other than those where arrangements have been made by the City, or, if material is to be disposed of and the City

has not made arrangements for disposal of the material, the Contractor shall make arrangements for disposing of the materials outside the public street/ right of way and/or City owned property and shall pay all costs involved. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material outside the public street right of way and/or City owned property, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site involved and has obtained the permits, licenses and clearances.

When any material is to be disposed of outside the public street right of way and/or City owned property, and the City has not made arrangements for disposal of the material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made and the Contractor shall file with the Engineer the authorization or a certified copy thereof together with a written release from the property owner absolving the City from any and all responsibility in connection with the disposal of material on the property. Before any material is disposed of on such property, the Contractor shall obtain written permission from the Engineer to dispose of the material at the location designated in the authorization.

When material is disposed of as above provided and the disposal location is visible from a public street, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Engineer.

Where the City has made arrangements with owners of land in the vicinity of a project for the disposal of materials on an owner's property, the arrangements are made solely for the purpose of providing all bidders an equal opportunity to dispose of the materials on the property. Contractor may, upon written request, inspect the documents evidencing the arrangements between property owners and the City. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained, which may be exercised by a Contractor under the arrangements, subject to and upon the conditions hereinafter set forth.

Such arrangements are not a part of the Agreement and it is expressly understood and agreed that the City assumes no responsibility to the Contractor whatsoever in respect to the arrangements made with the property owner to dispose of materials thereon and that the Contractor shall assume all risks in connection with the use of the property, the terms upon which the use shall be made, and there is no warranty or guaranty, either express or implied, as to the quantity or types of materials that can be disposed of on the property.

In those instances in which the City has compiled “Materials Information” as referred to in the Standard Specifications, the compilation will include the documents setting forth the arrangement made with some of the property owners for the disposal of material on those owners’ properties. The inclusion of the documents therein shall not in any respect operate as a waiver of any of the provisions in this Section 5.8 concerning the documents.

The Contractor is cautioned to make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quantity and types of materials

which may be disposed of on the property and the rights, duties and obligations acquired or undertaken under the arrangement with the property owner.

Notwithstanding that the Contractor may elect to dispose of materials on any such property owner's property, no material may be disposed of on that property unless the Contractor has first either:

(1) Executed a document that will guarantee to hold the owner harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises and also agree to conform to all other provisions set forth in the arrangement made between the City and the property owner. The document will be prepared by the Engineer for execution by the Contractor, or

(2) Entered into an agreement with the owner of the disposal site on any terms mutually agreeable to the owner and the Contractor; provided that the Contractor shall furnish to the Engineer a release, in a form satisfactory to the Engineer, executed by the owner, relieving the City of any and all obligations under the City's arrangement with the owner.

(3) Acquired written permission from the Tahoe Regional Planning Agency if the material is to be disposed of within the Tahoe Basin.

If the Contractor elects to dispose of material under (1), the use of the site shall be subject to the terms, conditions and limitations of the arrangement made between the property owner and the City and the Contractor shall pay those charges that are provided for in the arrangement made by the City with the property owner, and deductions will be made from any moneys due or that may become due the Contractor under the contract sufficient to cover the charges for the material disposed of.

If the Contractor elects to dispose of material under (2), the Contractor shall pay those charges that are provided for in the agreement between the owner and the Contractor and deductions will not be made from any moneys due or that may become due the Contractor under the contract to cover the charges.

Before acceptance of the Agreement, the Engineer may require the Contractor to submit written evidence that the owner of the disposal site is satisfied that the Contractor has satisfactorily complied with the provisions of either - (1), the arrangement between the City and the owner, or (2), the agreement between the owner and the Contractor, as the case may be.

The Contractor shall notify the City's Authorized Representative immediately in the event that any soil is contaminated by the Contractor's operations and shall furnish to the City's Authorized Representative satisfactory evidence that an agreement has been entered into with the property owners of the waste disposal site to receive this contaminated soil.

Waste Material shall be disposed of and treated in strict accordance with the Stormwater Pollution Prevention Plan (SWPPP) for the project, as approved by the Regional Board. A

copy of the plan is available for download from the City's Planet Bids website for this project. Under no circumstances shall the Contractor violate any of the terms of the plan. In the event the Regional Board or TRPA issues fines or stop work orders, it shall be the Contractor's sole responsibility to pay the fines, whether issued to the City or Contractor and no additional calendar days will be granted.

Disposal of Hazardous Materials must comply with all legal requirements, including but not limited to containerization, labeling, manifesting, transportation, disposal site, and use of properly trained personnel.

Full compensation for all costs involved in disposing of materials as specified in this Section 5.8, including all costs of hauling, shall be considered as included in the price paid for the contract item of work involving the materials; no additional compensation will be allowed therefor.

Full compensation for storage, removal, and disposal of waste material and petroleum products shall be considered as included in the prices paid for various contract items; no additional compensation will be allowed therefor.

5.9 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

In addition to the requirements set forth in the Standard Specifications, the following shall be applicable to this Project:

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue to work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the City's Authorized Representative in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in the Contract Documents.

The Contractor shall notify the City's Authorized Representative immediately in the event that any soil is contaminated by the Contractor's operations and shall furnish to the City's Authorized Representative satisfactory evidence that an agreement has been entered into with the property owners of the waste disposal site. All soil areas subjected to disturbance by the Contractor shall be scarified and revegetated after project completion with seed mixes approved by the City's Authorized Representative.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved; no additional compensation will be allowed therefor.

5.10 JOBSITE SANITARY FACILITIES

In addition to the requirements set forth in the Standard Specifications, the following shall be applicable to this Project:

Temporary sanitation facilities shall be provided on all construction sites. Failure to maintaining such facilities will result in a stop work order until such facilities are provided.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved; no additional compensation will be allowed therefor.

5.11 SUBMITTALS

In addition to the requirements set forth in the Standard Specifications, the following shall be applicable to this Project:

In accordance with the provisions of section 3400 of the California Public Contract Code, the Contractor will be provided a period of not less than 35 days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item.

The Contractor must provide the Submittals required below to the City's Authorized Representative within **five (5) working days** of receipt of Notice to Proceed.

- **Name and address of the authorized representative of the Contractor that will receive all written notices under this contract.**
- **Construction Schedule in conformance with requirements specified within Document 01300, "Construction Progress Documentation," of the Contract Documents.**
- **Stormwater Pollution Prevention Plan (SWPPP), complete and revised as necessary for review and approval by the City, State, and TRPA.**
- **Equipment list of all equipment to be used on the project site with the date of the last maintenance and receipt of "steam" cleaning prior to the delivery to the project site, in accordance with TRPA requirements.**
- **Temporary Erosion Control Plan that shall include the locations and description of erosion measures and daily cleanup measures in accordance with all Federal, State, and local agency regulations, Plans, and these Special Provisions. The Contractor's Temporary Erosion Control Plan shall also detail where temporary erosion control measures will be placed in any area to be used to store the Contractor's materials, equipment, and supplies. The Plan is subject to TRPA, City, and State review and approval.**
- **Traffic Control Plan for the Engineer's review. The Contractor shall adhere to the requirements specified in Section 10-1.15, "TRAFFIC CONTROL," of these Special Provisions, Standard Plans (Caltrans, 2010 Edition), and MUTCD. The Contractor**

is responsible for attaining all necessary reviews and/or approvals, including the City and TRPA.

- **Control of Water Plan (see Section 10-1.06 of these Special Provisions).**
- **Trench shoring plan (if needed)**
- **AC Quality Control Plan**
- **AC Patching Plan**
- **Dewatering Plan (if needed)**

The City's Authorized Representative will review and work with the Contractor cooperatively to approve the Contractor's submittals. The Contractor shall schedule the pre-grade inspection by TRPA within ten (10) calendar days of Contractor's receipt of Notice to Proceed. Contractor shall install Temporary Erosion Control measures within ten (10) calendar days of Contractor's receipt of Notice to Proceed and prior to the pre-grade inspection with TRPA. **The ten (10) calendar days required for submittal and temporary erosion control approvals have been included in the Contract Time required for performance of the Work, and shall be identified and shown in Contractor's Baseline Schedule.**

The Contractor must provide the Submittals as required in the Special Provisions and those listed below to the City's Authorized Representative for review and approval a minimum of **10 calendar days** before use, installation, or construction; submittals include, but are not limited to the following:

- **Contractor must submit AC mix design and testing in accordance with Section 10-1.40 "ASPHALT CONCRETE" (also known as, Hot Mix Asphalt (HMA)), of these Special Provisions.**
- **Contractor must submit concrete mix designs in accordance with Section 90 "PORTLAND CEMENT CONCRETE" of the Standard Specifications, and Section 10-1.42, "CONCRETE STRUCTURES", of these Special Provisions.**
- **Fabricated Steel products**
- **Reinforcing Steel (made in the USA documentation).**
- **Gradation of all Drain Rock, Rock Rip-Rap, Aggregate Base, Decomposed Granite, or other imported aggregate materials that are proposed for use on the Project, from each supplier that the Contractor proposes to use for each of the materials.**
- **Storm drain pipe**
- **Electrical Submittals in accordance with Section 10-1.44 "ELECTRICAL" of these Special Provisions**

- **Landscaping Submittals in accordance with Section 10-1.45 "REVEGITATION AND LANDSCAPING" of these Special Provisions**

- **Staging Area Restoration Plan in accordance with Section 10-1.47 "RESTORATION OF PUBLICLY-OWNED STAGING AREA" of these Special Provisions**

- **Utility relocation submittals as required by specifications.**

No mobilization payments will be made until all of the above submittals have been reviewed and approved by the City's Authorized Representative. When weekly schedule update submittals are required, the provisions regarding this submittal and progress payments shall be in accordance with Section 8.3 ("Construction Schedule, Completion and Liquidated Damages") of the Special Provisions and Document 01300, "Construction Progress Documentation".

Approval of all submittals by the City's Authorized Representative does not relieve the Contractor of his responsibility to perform the work in an acceptable manner and in accordance with the Contract Documents.

The Contractor shall provide two (2) copies of submittals for materials to be used in performance of the Work.

5.12 CONTRACTOR RESPONSIBILITIES

In addition to the requirements set forth in the Standard Specifications, as modified by the Special Provisions and Contract Documents, the following shall be applicable to this Project. In the event of a conflict with respect to any of the provisions in the Standard Specifications or any other Contract Document, the more strict and stringent responsibility, requirement or standard shall apply.

5.12.1 GENERAL

(A) Contractor must supervise and direct the Work, using its best skill and attention.

(B) Contractor is solely responsible for all construction means, methods, techniques, operations, sequences and procedures, and for coordinating all portions of the Work.

(C) Contractor is responsible to City for the acts and omissions of Contractor's employees, subcontractors, suppliers, their agents and employees, and all other persons performing any Work pursuant to a contract with the Contractor.

(D) Contractor will not be relieved from its obligations to perform the Work in accordance with the requirements of the Contract Documents, either by the activities or duties of City or City's Consultants in their administration of the Agreement, or by inspections, tests, acceptance, or approvals required or performed by persons other than Contractor.

(E) Contractor must at all times enforce good order and discipline among its employees, and must not employ on the Work, anyone not skilled in the task assigned.

(F) Contractor warrants to City that all materials and equipment provided pursuant to the Agreement are new unless otherwise specified, and that all Work is of good quality, free from faults and defects and in conformance with the requirements of the Contract Documents. All Work not conforming to these requirements, including substitutions not properly accepted and authorized by City's Authorized Representative may be considered defective. Upon request at any time, Contractor must furnish evidence, satisfactory to City, demonstrating the quality of installed materials and equipment.

(G) Unless otherwise provided in the Contract Documents, the Contractor must provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary of permanent and whether or not incorporated or to be incorporated in the Work.

(H) Contractor has charge and care of all Work and all materials to be used therein (including materials for which Contractor has received partial payment or materials which have been furnished by City) until acceptance of the Work. Contractor bears the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the performance or nonperformance of the Work, except as otherwise expressly provided.

(I) Contractor must rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials by any cause before completion and acceptance.

(J) Contractor must provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. Suspension of the Work from any cause whatever will not relieve Contractor of responsibility for the Work and materials as herein specified.

(K) Contractor must properly store materials which have been partially paid for by City or which have been furnished by City. Such storage by Contractor is on behalf of City who shall at all times be entitled to the possession of such materials. Contractor must promptly return such materials to the project site when requested. Contractor must not dispose of any of the materials so stored except upon City's written authorization.

5.12.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY THE CONTRACTOR

(A) The Contractor must carefully study and compare the requirements of the Contract Documents with each other and must advise the City, in writing, of any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing it involves a recognized error, inconsistency or omission in the

requirements of the Contract Documents, without such notice to the City, the Contractor assumes responsibility for such performance and will bear the cost for correction.

(B) The Contractor must take field measurements and verify field conditions and must compare such field measurements, conditions and other related information known to the Contractor with the requirements of the Contract Documents before beginning the Work.

5.12.3 ACCESS TO WORK

(A) The Contractor must provide City continuous access to the Work.

5.12.4 USE OF PROJECT SITE

(A) Contractor must confine operations at the project site to areas permitted by law, ordinances, permits and the Contract Documents, and must not unreasonably encumber the project site with any materials, equipment, temporary structures, or temporary measures.

(B) Contractor's employees, or others subject to the Contractor's control, are not permitted to reside on the Project site in temporary living facilities.

5.12.5 WORKPLACE ENVIRONMENT

(A) The use or possession of alcohol, weapons, or illegal controlled substances by the Contractor, or others subject to the Contractor's control, on City property is prohibited.

(B) The Contractor must ensure and maintain a workplace environment free of personal harassment and intimidation.

(C) Conduct that creates an intimidating, hostile, or offensive workplace environment is prohibited. Such conduct includes, but is not limited to, the following:

(1) Verbal harassment, e.g., epithets, derogatory comments or slurs;

(2) Physical harassment, e.g., assault, impeding or blocking movement, gestures, staring, or any physical interference with normal work or movement; and

(3) Visual forms of harassment, e.g., derogatory posters, letters, poems, graffiti, cartoons, or drawings.

(D) Unwelcome and unwanted sexual advances constitute sexual harassment that is prohibited. For example, requests for sexual favors and verbal or physical conduct of sexual nature are prohibited.

(E) It is the responsibility of the Contractor to:

(1) Inform its employees and subcontractors that behavior that creates an intimidating, hostile, or offensive workplace environment is prohibited;

(2) Create a workplace environment that is free from harassment; and,

(3) Take corrective action to stop prohibited behavior/conduct.

(F) If, in the opinion of the City's Authorized Representative, any employee of the Contractor or any of its subcontractors, violate the prohibitions as set forth herein, Contractor must immediately remove that person or subcontractor from the Project upon City's request, and such person or subcontractor must not be permitted to perform further Work on the project site.

5.12.6 DISRUPTION OF CITY'S NORMAL OPERATIONS

(A) Contractor must give timely advance notice to City of Work that is likely to be disruptive to City's normal operations at or near the project site. If Contractor does not so advise City, City has the right to temporarily suspend Contractor's Work or to require Contractor to modify its Work operations to eliminate any disruption, and Contractor is not entitled to any adjustment in the Contract Sum or Contract Time for any delay or additional costs associated therewith.

5.12.7 ORDER OF WORK

(A) Contractor must follow any sequence of operations required by the Contract Documents.

(B) Full compensation for conforming to such requirements will be considered as included in the process paid for the various items of Work; no additional compensation will be allowed therefor.

5.12.8 CLEANUP

(A) Contractor must continuously keep the Project site and surrounding areas from waste materials and/or rubbish caused by its operations or rubbish from any source that accumulates within the project site and any other area designated by the City's Authorized Representative for use by the Contractor.

(B) When cleanup is paid for as a separate Bid item, full compensation for such work must be included in the Bid price for cleanup.

(C) When the Bid price is a lump sum, or there is no unit price item for cleanup, full compensation for cleanup will be considered to have been included in the various items of Work.

(D) Contractor must, before certifying that the entire Work of the project is complete, clean material storage sites and all ground occupied of affected in connection with the Work or designated portion of the Work, and must leave all parts of the Project in a neat and presentable condition satisfactory to City's Authorized Representative.

(E) Upon completion of the Work or any designated part thereof, Contractor must promptly remove all its waste materials, rubbish and debris, and all its tools, construction equipment, machinery and surplus materials from the Project area or the completed part.

(F) If the Contractor fails to clean up as required by the Contract Documents, City may do so and the costs thereof will be charged to the Contractor and deducted from Progress payments due or to become due to the Contractor.

5.12.9 RESERVED

5.12.10 WORKER'S SANITARY PROVISIONS & USE OF CITY'S FACILITIES

(A) Contractor must conform to the rules and regulations for sanitary provisions established by the State, the City of South Lake Tahoe, and any other applicable jurisdictions.

(B) Contractor must Provide and maintain toilets for use by its employees and the employees and representatives of the City. These accommodations must be maintained in a neat and sanitary condition, and must comply with all applicable laws, ordinances and regulations pertaining to public health and sanitation.

(C) Contactor's personnel must not use City's facilities without City's express written permission, which will be at City's sold discretion. Such City's facilities include but are not limited to toilet facilities, food service facilities (cafeteria and coffee shop), utilities services of any kind, carts, fire extinguishers (except in emergencies), parking, storage space and any other facilities and services.

5.12.11 CUTTING AND PATCHING

(A) Contractor is responsible for all cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

(B) Contractor must not damage or endanger any portion of the Work, or the work of City or any separate contractors, by cutting, patching or otherwise altering any work.

(C) Contractor must not cut or otherwise alter the work of City or any separate contractor except with the written consent of City and such separate contractor. Contractor must not unreasonably withhold from City or any separate contract its consent to cutting or otherwise altering the Work.

(D) Cutting and Patching by Others: The Contractor is responsible for any and all cutting, fitting and patching required to complete Contractor's Work or joint its Work with the work of others, except as otherwise specifically provided for in the Contract Documents.

5.12.12 PATENTS

(A) Contractor must assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the Work, and must indemnify and hold harmless City and City's authorized representatives and Consultants, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

5.12.13 NON-WAIVER

(A) Neither acceptance of, nor payment for the Work or any part thereof, nor any extension of the Contract Time, nor any possession or use by City, will operate as a waiver of any of the provisions of the Contract, nor will a waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

(B) Conformance with any provisions in one part of the Contract Documents will not relieve Contractor from its responsibilities as set forth elsewhere in the Contract Documents.

5.12.14 UNFAIR BUSINESS PRACTICES CLAIMS

(A) The Contractor's attention is directed to the following provisions of the Public Contract Code §7103.5 and Government Code §4550 through §4554, which are applicable to the Contractor and its Subcontractors: In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have pursuant to Section 4 of the Clayton Act (15 I.S.C. Sec. 15) or pursuant to the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

5.12.15 STANDARDS FOR WORK & MATERIALS

(A) Work: The Work must comply with all governing codes, including standards referred to by such codes and the Contract Documents, except said requirements are considered as minimum. When the Contract Documents call for materials of higher quality or performance, or larger sizes or capacity than required by said codes or standards, the requirements of the Contract Documents take precedence. This requirement does not operate to allow deviations from minimum code requirements.

(B) Materials: Material specified by reference to the number, symbol or title or a specific standard, such as a commercial standard, a Federal specification, a trade association standard, or other similar standard, must comply with the requirements thereof.

(C) References: Standards referred to, except as modified in the Contract Documents, have full force and effect as though printed in the Contract Documents. Standards are not repeated, because Contractor and its subcontractor and suppliers are expected to be familiar with requirements governing or applicable to their work.

(D) Intent: The Work of this Agreement includes the furnishing of all labor, materials, equipment, tolls, supervision, services and all other items needed to complete all the Work in accordance with the requirements of the Contract Documents. The Work encompasses all materials, labor, etc., not specifically mentioned in nor depicted by the Contract Documents, but that can reasonably be inferred as being necessary for complete performance of the Work.

5.12.16 CONFORMITY WITH CONTRACT DOCUMENTS & ALLOWABLE DEVIATIONS

(A) The Contract Documents show such information as reasonably needed to convey a comprehensive idea of the Work contemplated. All authorized alterations affecting the requirements and information in the Contract Documents must be in writing.

(B) Work and materials must conform to the requirements of the Contract Documents including but not limited to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Drawings or indicated in the Project Manual. Although measurement, sampling, and testing may be considered evidence as to such conformity, City's Authorized Representative is the sole judge as to whether the Work or materials deviate from the requirements of the Contract Documents, and the decision of the City's Authorized Representative as to any allowable deviation therefrom is final.

(C) If the City notifies Contractor of any observed noncompliance with the requirements of the Contract Documents, Contractor must take immediate corrective action upon receipt of such notice. Such notice, when delivered to Contractor at the project site, is sufficient for the purpose of notification.

(D) If Contractor fails or refuses to promptly comply with any notice of noncompliance, City may, in addition to other remedies provided by law and/or the Contract Documents, issue an order to the Contractor to suspend part or all of the Work until Contractor has taken satisfactory corrective action. No part of the costs or time expended by Contractor or its Subcontractors due to such order to suspend Work shall be made the subject of a dispute or claim against City for extension of the Contract Time, Contract Sum, or for excess costs or damages of any kind.

(E) Contractor must follow any required sequence of operations set forth in the Contract Documents.

END OF SECTION 5

SECTION 6: CONTROL OF MATERIALS

6.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 6, "Control of Materials", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project.

(B) Delete the third paragraph at Section 6-1.01, "General", of the Standard Specifications, and insert the following: "All materials incorporated into the Work shall be new, unless otherwise directed, in advance, by the Engineer in writing."

(C) Delete the first paragraph of Section 6-1.05, "Specific Brand or Trade Name and Substitution", of the Standard Specifications, and replace with the following:

Except as set forth in Article 2.13 of Document 00100 ("Notice to Bidders") and/or the Contract Documents, and subject to the requirements of Public Contract Code section 3400, a reference in the Contract Documents to specific brand or trade name establishes a quality standard and is not intended to limit competition. Subject to Section 5.11 of the Special Provisions, and except as otherwise set forth in the Contract Documents and Article 2.13 of Document 00100 ("Notice to Bidders"), you may request permission from the City in accordance with the Contract Documents (and California law) to use a product that is equal to or better than the specified brand or trade name if authorized.

(D) Insert at the end of the second paragraph of Section 6-1.05, "Specific Brand or Trade Name and Substitution", of the Standard Specifications, the following: "4. Satisfies the requirements of Public Contract Code section 3400 and the Contract Documents".

6.2 WARRANTY/GUARANTY PERIOD

In addition to the requirements set forth at Section 6-3.06, "Guarantee", in the Standard Specifications, the following shall be applicable to this Project:

(A) Neither the final acceptance, nor payment, nor any provision in the Contract Documents relieves Contractor of responsibility for faulty materials or workmanship.

(B) Contractor must guarantee, in accordance with Contract Documents, all workmanship and materials for a period of one year, or as otherwise specified in the Contract Documents, from and after the date of final acceptance of the Work.

(C) Contractor may also be required to furnish a written guarantee covering all or certain items of Work for longer periods of time from the date of acceptance of the Agreement. The Work to be guaranteed, the form, and the time limits of the guarantee will be specified in the Contract Documents, including, without limitation, Document 00635 ("Warranty/Guarantee Form"). Said guarantee must be signed and submitted to City before acceptance of the Work. Moreover, Contractor shall, if required by the City, and as a

condition precedent to the City's obligation to issue final payment, timely procure and submit to the City, a Maintenance and Warranty Bond(s), issued by an admitted surety acceptable to the City, to secure all maintenance obligations arising from its performance of the Contract Documents. Said Maintenance/Warranty Bond(s) shall be in an amount and form as required by, and as acceptable to, the City, but in no event less than 50% of the amount of the Contract Sum unless otherwise directed by the City.

(D) The Warranty/Guarantee period begins at the date of final acceptance of the Work, or as otherwise may be determined by the City, in the discretion of the City pursuant to the Contract Documents, in the event that a particular item of equipment is placed in continuous service before the date of acceptance

(E) Contactor must repair or replace all defective Work, together with any other Work affected by the repair or replacement during said guarantee period without expense whatsoever to City.

(F) The aforesaid one-year Warranty/Guarantee period does not in any way limit or waive City's rights to legal recourse for latent construction defects, pursuant to California Civil Code of Procedure §337.15 nor for patent construction defects pursuant to §337.1. All surety obligations pertaining to the performance of the Work, including obligations under the performance bond, shall continue in full force and effect for so long as any obligation of the Principal remains in accordance with the Contract Documents and under any applicable law.

(G) Approximately sixty (60) calendar days before completion of the entire Work of the Project, Contractor must meet with City regarding Warranty/Guarantee requirements. The City shall establish communication procedures for notifying Contractor of Warranty defects, the type of defect, priorities in remediating defects, time required for Contractor response, and other details deemed necessary by City for execution of the Warranty/Guarantee.

(H) In the event of Contractor's failure to comply with the requirements of any Warranty/Guarantee required by the Contract Documents within three (3) calendar days after being notified in writing, or sooner in the event of an emergency or if the City determines that the corrective work is urgently required, City may proceed to have the defects repaired and made good at the expense of Contractor who must pay all costs and charges immediately upon demand.

(I) No later than fifteen (15) calendar days from Contractor's notification to the City that the entire Work of the Project is complete and ready for final inspection, Contractor must submit a Warranty/Guarantee register (master list of Warranties/Guarantees), indicating the individual item of equipment and system for which a warranty or guarantee is required (roofing, doors, sealants, etc.), the pertinent section in the Contract Documents, length of each Warranty/Guarantee, effective dates, Contractor/Subcontractor name, contact person and telephone number.

(J) In the event of any conflict between the requirements of Section 6-3.06, "Guarantee", in the Standard Specifications, and Section 6.2 ("Warranty/Guarantee Period") of the Special Provisions, the more stringent requirement shall apply.

6.3 PERMEABLE MATERIAL

Permeable material shall be Class 1, Type B, in accordance with the provisions of the Standard Specifications.

6.4 CURING COMPOUND

All newly placed concrete shall be cured in accordance with the Standard Specifications.

6.5 RELATIVE COMPACTION

All material testing shall confirm to the provisions of the Standard Specifications. The testing method for relative compaction shall be State of California No. 216. The testing method for maximum dry density shall be in accordance with ASTM D-1557

6.6 PAINTING COLOR OF EXPOSED EQUIPMENT

Painting shall conform to the provisions of the Standard Specifications and these Special Provisions.

In addition, all exposed, newly installed equipment, including but not limited to any exposed galvanized or other metal, electrical cabinets, irrigation controller cabinets, light fixtures and mounting hardware shall be powder coated with a color of midnight green or black green. Contractor must submit product specifications and a color sample for approval by the City's Authorized Representative. An approved product is Midnight Green Endura-Shield IV, Tnemec Semigloss High Build Acrylic Polyurethane Enamel No. 75-J7751. Contractor must submit product specifications and a color sample for approval by the City's Authorized Representative.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved; no additional compensation will be allowed therefor.

6.7 INSPECTION AND TESTS

Except as otherwise noted in the Contract Documents, the City will make, or cause to be made, all tests and inspections at no additional cost to the Contractor during regular working hours (Monday through Friday 8 a.m. until 5:00 p.m., and excluding Saturdays, Sundays and holidays). However, City shall deduct from any payment due, or to become due, to Contractor, all costs incurred by the City to re-test or re-inspect any material or aspect of the Work if said re-test or re-inspection results arises from conduct or actions for which the Contractor bears responsibility (including the initial failure of any prior test or inspection).

Should the Contractor work during other than regular working hours (e.g., before 8:00 a.m. or after 5:00 p.m. on a weekday, Saturdays, Sundays or holidays), all overtime costs and/or additional associated costs incurred by the City, for any purpose, will be deducted from payments to the Contractor.

All items covered or all stages of work that are not to remain observable must be inspected and approved before progress of Work conceals portions to be inspected. The Contractor shall notify the City's Authorized Representative not less than 24 hours (one working day, weekends and holidays excluded) in advance of when such inspection is needed.

In the event that the Contractor requests or requires inspection and/or testing services to be made available by the City on days or times that are not within regular working hours (*i.e.*, Saturdays, Sundays, holidays, or working days before 8:00 a.m. or after 5:00 p.m.), the Contractor shall be responsible to pay, or reimburse the City for, all additional costs and fees associated with providing said inspection and/or testing, including, without limitation, overtime and shift differential costs, incurred by the City. Contractor agrees that any such additional costs and fees may be deducted by the City from Contractor's subsequent progress payment(s).

The anticipated labor rates for inspection services are as follows:

Resident Engineer:

Flat Rate: $81.30/hour

Resident Inspector:

Non-Holiday Weekday Rates:

Shift 1:

First 4 hours over 8 hours: $44.36/hour
Anything over 12 hours: $79.38/hour

Shift 2:

First 8 hours: $51.45/hour
First 4 hours after 8 hours: $54.32/hour
Anything over 12 hours: $102.90/hour

Saturday Rates:

Shift 1:

First 8 hours: $44.36/hour
Anything over 8 hours: $79.38/hour

Shift 2:

First 8 hours: $54.32/hour
Anything over 8 hours: $102.90/hour

Sunday and Holiday Rates:

Shift 1:

Flat Rate: $158.76/hour

Shift 2:

Flat Rate: $205.80/hour

END OF SECTION 6

SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY

7.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 7, "Legal Relations and Responsibility", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project.

(B) In Section 7-1.02K(3), "Certified Payroll Records", of the Standard Specifications, delete all paragraphs starting with the sentence "You may submit certified payroll records electronically to the mailbox address that correspondence to the district in which the work is located", and through the following sentence, "For additional information on electronic submission of certified payroll records, go to the Department's Labor Compliance website". This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

(C) Insert the following paragraphs at the end of Section 7-1.02K(4), "Apprentices", of the Standard Specifications:

- Contractor agrees to comply with Chapter 1, Part 7, Division 2, section 1777.5 *et seq*. of the California Labor Code. These sections require Contractors and subcontractors to employ apprentices in occupations in a ratio of not less than one hour of apprentices work for every five hours of labor performed by a journeyman (unless an exception is granted in accordance with section 1777.5). Only apprentices as defined in section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed on Public Works in apprenticeable occupations. Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Responsibility for compliance with these provisions lies with the prime Contractor for all apprenticeable occupations.

- The Contractor and subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.

- In addition, compliance with California Labor Code section 1777.5 requires all Public Works Contractors and subcontractors to:

(a) Submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman

hours to be performed under the contract, the number of apprentices to be employed, and the apprentices will be employed. Use DAS 140 form available from the Office of the City Engineer.

(b) Contribute to the training fund in the amount identified in the Prevailing Wage Rate publication for journeymen and apprentices. Contractors who choose not to contribute to the local training trust fund must make their contributions to the California Apprenticeship Council, PO Box 603, San Francisco, CA 94101.

(c) A Contractor subject to the statutory 1:5 ratio is obligated to employ apprentices and must request the dispatch of apprentices from the Joint Apprenticeship Committee of the apprenticeable craft or trade in the area of the site of the public work.

- If the Joint Apprenticeship Committee (JAC) refuses to dispatch apprentices to a Contractor who has not voluntarily agreed to observe the JAC's Apprenticeship Standards, the Contractor's duty to employ apprentices in the 1:5 ratio has been met. If the JAC dispatches apprentices to a requesting Contractor, the Contractor must employ those apprentices in accordance with the 1:5 ratio.

- In the event a Contractor or subcontractor willfully fails to comply with the provisions of Labor Code section 1777.5 may result in the loss of the right to bid on all Public Works projects for a period of one to three years or the imposition of a civil penalty of $50.00 for each calendar day of noncompliance. Note that section 1777.5 of the Labor Code shall not apply to contracts of general Contractors or to contracts of specialty Contractors not bidding for work through a general or prime Contractor, when the contracts of general Contractors or those specialty Contractors involving less than thirty thousand dollars ($30,000) or 20 working days. Also, any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the hourly ratio required by section 1777.5.

- Additional information on the Apprenticeship Standards is available at: http://www.dir.ca.gov/DLSR/PWD/Apprentice.htm.

(D) Attention is directed to the requirements specified in Section 7-1.02K(5), "Working Hours", of the Standard Specifications. Any penalties shall be forfeited by the Contractor in accordance with the provisions of section 1810 of the Labor Code.

(E) Insert the following paragraph at the conclusion of Section 7-1.02K(6)(b), "Excavation Safety", of the Standard Specifications:

- As required by section 6705 of the California Labor Code, and in addition thereto, whenever work under the Agreement involves the excavation of any trench or trenches five (5) feet or more in depth the

Contractor shall submit to City for acceptance, or to a registered civil or structural engineer employed by the City to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs, therefore, shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City, Engineer, or any of their officers, agents, representatives, or employees. The Contractor shall submit trench shoring plans and calculations to the City that are certified (sealed) by a professional qualified civil engineer or structural engineer before excavation of any trench that is five (5) feet or more in depth.

(F) At Section 7-1.08, "Personal Liability", of the Standard Specifications, insert the phrase ", or past or current member of the City Council," between the words "district" and "shall".

7.2 SOUND CONTROL REQUIREMENTS

Any normal construction activities creating noise in excess of the Tahoe Regional Planning Agency (TRPA) noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 a.m. and 6:30 p.m., Monday through Friday, holidays excluded. Any construction activities conducted between the hours of 6:30 p.m. and 8:00 a.m., Saturday, Sunday, and holidays, shall comply with the noise standards applicable to the corresponding TRPA Plan Area Statement. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

7.3 RIGHTS IN LAND AND IMPROVEMENTS

Caltrans highway right of way and the City right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work. Portions of certain City-owned parcels adjacent to the right of way are available for the use of the Contractor as designated on the contract plans. If the Contractor requires additional sites for storage of materials or equipment it is his responsibility to negotiate with private property owners for additional storage areas, and obtain all required permits from local and regional agencies.

Storage sites referenced in the paragraph above may require special use permits issued by local and regional agencies. The Contractor also shall be responsible for the securing of permits, payment of all fees, and revegetating all areas that may have been disturbed by the Contractor's use of the sites. Storage and staging areas shall be maintained in strict accordance with the Storm Water Pollution Prevention Plan for the project, as approved by the Regional Board. Under no circumstances shall the Contractor violate any of the terms of the plan. In the event the Regional Board or TRPA issues fines or stop work orders, it shall be the Contractor's sole responsibility to pay the fines, whether issued to the City or Contractor and no additional calendar days will be granted.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved; no additional compensation will be allowed therefor.

7.4 CONTRACTS FOR DIGGING TRENCHES; REQUIREMENTS

Pursuant to the requirements of Public Contract Code section 7104, the following requirements shall be applicable to the Project in the event that the Work involves digging trenches or excavations that extend deeper than four feet below the surface:

> The Contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
>
> Upon receipt of notice from the Contractor, the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
>
> In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting

parties. Contractor has no right to an adjustment in Contract Time or Price after acceptance of final payment.

7.5 PREVAILING WAGE

In addition to the requirements set forth in Section 7-1.02K(2), "Wages", of the Standard Specifications, the following shall be applicable to this Project:

The Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The wage rates determined by the Director of Industrial Relations refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for the work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the contract. Such predetermined wage rates at the time of the bid advertisement date of the project shall be effective for the life of the contract.

7.6 PREVAILING WAGE DETERMINATIONS

Attention is directed to the minimum wage rate requirements as required by section 1771 of the California Labor Code. Pursuant to section 1773 of the Labor Code, the general prevailing wage rates in El Dorado County have been determined by the Director of the California Department of Industrial Relations.

Attention is directed to the federal minimum wage rate requirements as predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rate determined by the Director of Industrial Relations for similar classifications of labor, the Contractor and Subcontractor(s) shall pay not less than the higher wage rate.

It is the Contractor's responsibility to verify the rates listed are accurate at the time of the bid and allow for increases during the course of the contract for those classes which have predetermined increases. Additional information on the prevailing wage rates is available at the following web site: http://www.dir.ca.gov/DLSR/PWD/index.htm.

7.7 TRAVEL AND SUBSISTENCE PAYMENTS

Attention is directed to the requirements of sections 1773.1 and 1773.9 of the Labor Code. The Contractor shall make travel and subsistence payments to each workman needed to execute the Work in accordance with requirements in said sections 1773.1 and 1773.9. Such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with said Articles.

To establish such travel and subsistence payments, the representative of any craft, classification or type of worker needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such

agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

Travel and subsistence provisions for the current determinations may be obtained at the following web site: http://www.dir.ca.gov/DLSR/PWD.

7.8 PAYROLL RECORDS

In addition to the requirements set forth in Section 7-1.02K(3), "Certified Payroll Records (Labor Code §1776)", of the Standard Specifications, the following shall apply to this Project:

In accordance with section 1776(g) of the Labor Code the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with the payroll record requirements in the event of noncompliance. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. The prime Contractor shall be responsible for compliance with this section.

In accordance with section 1775 of the Labor Code, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which such worker is employed for any public work done under the contract by him or her or by any subcontractor under him or her. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

7.9 LABOR NONDISCRIMINATION

In addition to the requirements set forth in Section 7-1.02K, "Labor Code", of the Standard Specification, the following shall apply to this Project:

The following notice is included with these Special Provisions as required by Chapter 5 of Division 4 of Title 2, California Code of Regulations:

"NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

> Your attention is called to the "Nondiscrimination Clause", set forth in Section 7.1.02I(2), "Nondiscrimination", of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The

Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more."

7.10 ASSIGNMENT OF ANTITRUST ACTIONS

The Contractor's attention is directed to the following provisions of Government Code sections 4553 and 4554 which shall be applicable to the Contractor and his subcontractors:

> In entering into a Public Works contract or a subcontract to supply goods, services, or materials pursuant to a Public Works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Public Works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.
>
> If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
>
> Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

7.11 INDEMNIFICATION

Delete the first two paragraphs of Section 7-1.05A, "General", of the Standard Specifications, and replace with the following:

> To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, City Council members, employees, agents, the Architect/Engineer, the Project Manager and the Project consultants, and their respective principals, officers and employees (the "Indemnitees"), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and

nature whatsoever related to, arising out of, or in connection with, Contractor's operations to be performed under this Agreement, including, but not limited to:

(a) Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees, agents or subcontractors of Indemnitees, or damage to property of the City or any other person or entity, and inclusive of the Project and the Work itself (including loss of use thereof), and any storage or staging area(s) arising out of or resulting from the Contract Documents and/or the performance of the Work, or, except as otherwise prescribed by applicable law, as caused or alleged to be caused, in whole or in part, by any negligent act or omission of Indemnitees, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;

(b) Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor;

(c) Alleged infringement of any patent rights, which may be brought arising out of Contractor's work;

(d) Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;

(e) Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and

(f) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The obligations set forth in this section shall not be limited by the insurance requirements set forth in these Contract Documents.

Contractor's indemnification obligations will not include indemnification for claims which arise as the result of the active negligence of the City, or the sole negligence or willful misconduct of the City, its agents, servants or independent contractors who are directly responsible to the City, or for defects in design furnished by such persons. It is intended that this Section shall comply with California Civil Code § 2782, *et seq.*, to the extent applicable to the Contractor's obligations as set forth in this Section. If it

is determined by a Court of competent jurisdiction that any aspect of this Section exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

It is the intent of the parties to this Agreement to provide the broadest possible coverage for the City. The Contractor shall reimburse the City for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the City under this Agreement.

7.12 INSURANCE COVERAGES AND AMOUNTS

(A) Insurances, as described in this Special Provision section and other related sections of the Standard Specifications, Special Provisions and the Contract Documents, shall be maintained by the Contractor for the full life of the contract including the maintenance and warranty period for any and all portions of this contract. The company or companies providing such insurance shall have no recourse against the City, and their members, directors and employees, or any of them, for payment of any premiums or assessments under such insurance.

(B) In addition to the minimum limits of liability for insurance, as required by Section 7-1.06, "Insurance," of the Standard Specifications, the following provisions shall also apply to this Project:

Workers Compensation:

Contractor shall take out and maintain during the life of the Agreement, workers' compensation insurance for all Contractor's employees employed at the site of improvements and if any work is sublet, Contractor shall require subcontractor similarly to provide workers' compensation insurance for all of the latter employees, unless such employees are covered by the protection afforded by Contractor. If any class of employees engaged in work under this contract at the site of the project is not protected under workers' compensation law, Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify the City for any damage resulting to it from failure of either Contractor or subcontractor to take out or maintain such insurance.

If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than ONE MILLION DOLLARS (1,000,000) each accident for bodily injury by accident, ONE MILLION DOLLARS (1,000,000) policy limit for bodily injury by disease, and ONE MILLION DOLLARS (1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following language:

Cancellation Notice – Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self insured retention is increased.

Contractor and its insurer(s) shall waive any right of subrogation against the City and its officials, officers, employees, agents and representatives.

Contractor shall require all subcontractors, of ay tier, to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be submitted pursuant to the Contract Documents.

Commercial General Liability:
In addition to all other insurance requirements as set forth in the Contract Documents, Contractor shall procure and maintain during the life of this Agreement such liability and property damage insurance and shall protect the City, the City Council and all elective and appointive boards, officers, agents and employees and contractors from any claims for damages for personal injury, including death, as well as from claims for property damages which may arise from Contractor's ongoing and completed operations under this Agreement, whether such operation be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either Contractor or any subcontractor, and the type and amounts of such insurance shall be as follows:

Contractor shall maintain Commercial General Liability (Occurrence) insurance no less broad than ISO form CG 00 01 covering all operations by or on behalf of Contractor, and all Work under the Contract Documents, and providing insurance for bodily injury liability and property damage liability for the limits of liability indicated herein and including coverage for contractual liability insuring the obligations assumed by Contractor in this Agreement.

The limits of liability for any Commercial General Liability (Occurrence) policy shall be in amounts not less than:

- ♦ TWO MILLION DOLLARS ($2,000,000) each occurrence (combined single limit for bodily injury and property damage)
- ♦ TWO MILLION DOLLARS ($2,000,000) Personal Injury Liability
- ♦ TWO MILLION DOLLARS ($2,000,000) for Products-Completed Operations
- o TWO MILLION DOLLARS ($2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be THREE MILLION DOLLARS ($3,000,000).

Contractor's Pollution Liability Insurance:
Contractor shall maintain Contractor's Pollutions Liability (Occurrence) insurance in an amount no less than ONE MILLION DOLLARS ($1,000,000) per pollution incident and TWO MILLION DOLLARS ($2,000,000) aggregate. Coverage must apply to pollution incidents at or from any location at which the Contractor is performing under this Agreement. Prior written consent of the City is required if the insurance has a deductible or self-insured retention in excess of $25,000.

Umbrella or Excess Liability Insurance:
In addition to the insurance requirement above, Contractor shall provide Umbrella or Excess Liability Insurance in an amount no less than TEN MILLION DOLLARS ($10,000,000) based on the Commercial Liability Insurance. The umbrella or excess policy shall provide that the policy takes effect (drops down) in the event the primary limits are impaired or exhausted.

Additional Liability Insurance:
Contractor shall maintain automobile liability insurance covering bodily injury and property damage in an amount not less than TWO MILLION DOLLARS ($2,000,000) combined single limit for each accident.

Covered vehicles shall include owned, non-owned, and hired automobiles and trucks.

Such insurance is a condition precedent of the City entering into the Agreement. To the extent this section of the Special Provisions is inconsistent with Section 7-1.05 and 7-1.06 of the Standard Specifications, the stricter of the two shall apply to this Project.

Conformity of Coverage:
If more than one policy is used to meet the required coverage, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all polices shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved as noted above. In no cases shall the types of policies be different.

Endorsements:
Each Commercial General Liability policy shall be endorsed with the following specific language (or, alternatively, separate endorsements for each separate entity identified below):

1. "The City of South Lake Tahoe, their respective officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."; and "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage with respect to any insurance or self-insurance programs maintained by [CONTRACTOR] and no insurance held or owned by the City of South Lake Tahoe, written notice if (1) any of the required insurance

policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased."

2. The policies shall stipulate that the insurance afforded the additional insured applies as primary insurance. Any other insurance or self-insurance maintained by the City is excess only and shall not be called upon to contribute with this insurance.

(C) The following additional conditions apply to the insurance requirements the following shall apply to this Project:

1. Within ten (10) calendar days after the Contractor has received notice from the City that the Agreement has been awarded to the Contractor and before the Work commences, Contractor shall satisfy all conditions precedent as set forth in the Contract Documents, including, without limitation, that Contractor shall submit to the City acceptable Certificates of Insurance and with original policy endorsements which specifically state the following:

   (a) The existence of the required amounts of coverage.

   (b) The effective and expiration dates of the policy.

   (c) The types of coverage provided by the policy.

2. Written statement from the agent or broker issuing the policy confirming that the required insurance(s) is an Occurrence policy.

3. The City reserves the right to review the original policy, if deemed necessary by the City to resolve any questions of coverage or exception.

4. The City may expressly allow deductive clause, which it does not consider excessive, overly broad, or harmful to the interests of the City. Regardless of the allowance of exclusion or deductions by the City, the Contractor is responsible for any deductible amount and shall warrant that the coverage provided to the City is in accordance with this Section.

5. Certificates of insurance shall be signed by a person authorized by the insurer to bind coverage on its behalf.

6. List job name on certificate of insurance under "Description of Operations."

In the event the policy is canceled prior to the completion of the project and the Contractor does not furnish a new policy endorsement prior to cancellation, the City may obtain the required insurance and deduct the premium(s) from contract monies due the Contractor.

(D) No later than the time the Notice to Proceed is issued, or at any other time as may be directed in writing by the City, the Contractor shall provide written evidence of insurance coverages, in a form acceptable to the City (*i.e.*, insurance certificates appropriately issued), for each supplier, subcontractor and sub-subcontractor whose initial

subcontract and/or purchase order price is equal to or in excess of 5% of the Contract Sum. The insurance coverages (both as to types and amounts) to be procured by each supplier, subcontractor or sub-subcontractor performing work having a value equal to or in excess of 5% of the Contract Sum, shall meet or exceed the minimum insurance coverages as set forth in the Contract Documents, unless the City agrees, in writing, that compliance with this requirement is waived. It shall be the obligation of the Contractor to promptly provide acceptable written evidence to the City demonstrating that each supplier, subcontractor or sub-subcontractor that will perform work having a value equal to or in excess of 5% of the Contract Sum has obtained and possesses all insurance coverages in accordance with the requirements of the Contract Documents.

END OF SECTION 7

SECTION 8: PROSECUTION AND PROGRESS

8.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 8, "Prosecution and Progress", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project.

(B) Delete Section 8-1.02, "Schedule", of the Standard Specifications. With respect to scheduling requirements for the Project, the Contractor's attention is directed to Section 8.3 ("Construction Schedule, Completion and Liquidated Damages") of the Special Provisions and Document 01300, "Construction Progress Documentation", of the Contract Documents.

(C) Insert the following phrase at the end of the first paragraph of Section 8-1.03, "Preconstruction Conference", of the Standard Specifications: ", if authorized in writing by the City's Authorized Representative."

(D) Delete the first two-sentences of Section 8-1.04B, "Standard Start", of the Standard Specifications and replace with the following: "The Contractor shall begin work within ten (10) calendar days from the date that the commencement of the Work is authorized pursuant to the Notice to Proceed, or as otherwise directed by the City."

(E) Delete the fourth and fifth paragraphs of Section 8-1.05, "Time", of the Standard Specifications.

(F) Insert the following at the end of Section 8-1.06B, "Suspensions Unrelated to Contractor Performance", of the Standard Specifications:

> The provisions set forth at Section 8-1.07, "Delays" of the Standard Specifications, as modified by the Special Provisions, shall only apply to a suspension of the Work (notice of which occurs after the Contractor has mobilized at the Project site) as directed by the City that is for an unreasonable period (*i.e.*, not originally anticipated, customary, or inherent in the construction industry and/or not reasonable in light of the Work), and subject to the Contractor giving timely written notice in accordance with the Contract Documents.

(G) Delete the first sentence at the first paragraph of Section 8-1.07C, "Payment Adjustments", of the Standard Specifications, and replace with the following:

> The City may make a payment adjustment for a Compensable Delay, subject to and in accordance with the requirements of Section 9.10 ("Compensation for Compensable Delay") of the Special Provisions. No payment adjustment will be made to the extent that Contractor's performance is, was or would have been suspended, delayed or interrupted by another cause for which Contractor bears any responsibility.

(H) Add the following at the end of the second paragraph of Section 8-1.07C "Payment Adjustments", of the Standard Specifications: "Payment adjustments authorized pursuant to this Section, if allowable, and the procedure described in this Section for any such payment adjustments, shall only be applicable to a Compensable Delay(s) beyond the first sixty (60) calendar days of Compensable Delay."

(I) Delete the first, third and fourth paragraphs of Section 8-1.10A, "General", of the Standard Specifications. With respect to liquidated damages that may be assessed by the City, the Contractor's attention is directed to Section 8.3 ("Construction Schedule, Completion and Liquidated Damages") of the Special Provisions.

(J) At the end of the first paragraph of Section 8-1.13, "Contractor's Control Termination", of the Standard Specifications, insert the following:

> 5. Fail to comply with all laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction

(K) At the end of Section 8-1.14E, "Payment Adjustment for Termination", of the Standard Specifications, insert the following:

> In no event shall the costs paid to the Contractor for a Contract Termination pursuant to of Section 8-1.14, "Contract Termination", of the Standard Specifications exceed the costs (exclusive of any overhead and mark-up) allocated to those portions of the work performed to the date of termination as set forth in Contractor's schedule of values.

8.2 DELAYS

Delete the first paragraph of Section 8-1.07A, "General", of the Standard Specifications, and insert the following:

8-1 GENERAL

Time is of the essence in the performance of this Agreement. Contractor must complete the entire Work of the Project, and all designated portions thereof, within the Contract Time(s), subject to any authorized extension(s) thereof, pursuant to the Contract Documents. Failure of Contractor to include an element of the Work required for performance of the Agreement in the Baseline Schedule (or any earlier version of the Baseline Schedule), or any inaccuracy in the Baseline Schedule, does not relieve Contractor from responsibility for accomplishing the Work within the Contract Time(s) designated in the Contract Documents. The Contractor must provide an adequate workforce, materials of proper quality, and equipment to properly execute the Work and to ensure completion of each part of the Work in accordance with the Baseline Schedule.

8-1.07A(1) Acceleration. City reserves the right to direct Contractor to accelerate performance of the Work or any portion of the Work. No action

or direction of City other than an express written direction by the Engineer to accelerate performance of the Work shall be construed by Contractor to be direction to accelerate the Work.

8-1.07A(2) Delays and Time Extensions. The City will consider extensions to the Contract Time(s) for the following reasons only if they affect the critical path of the Baseline Schedule, as may be adjusted in accordance with the Contract Documents:

(a) Delays in the progress of the Work due to Excusable Delay (as defined in Section 9.10 of the Special Provisions), including Acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, sanctioned strikes, freight embargoes, unusually severe weather, or delays of Subcontractors or Suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of Contractor and its such subcontractors or suppliers;

(b) Delays in the progress of the Work due to a Compensable Delay (as defined in Section 9.10 of the Special Provisions) or an act of neglect by City, but only for the amount of delay time that occurs after Contractor has notified City in writing and the City has had a reasonable time to respond to the notification; or

(c) An Approved Change Order that extends the Contract Time, or a Contract Change Directive which authorizes an extension of Contract Time.

8-1.07A(3) Whenever the Contractor foresees any delay in the prosecution of the Work, the Contractor must notify the City in writing of any potential delay or impact, including any anticipated impact on the Contract Sum and/or Contract Time. Within three (3) calendar days from the beginning of any critical path delay to the Baseline Schedule, or the occurrence(s) giving rise to the delay, whichever occurs earlier, Contractor must provide written notice of the delay event to the City. Said written notice shall include a description of the event or occurrence giving rise to the delay, the estimated duration of the delay, and the impact of the event or occurrence upon the critical path and completion of the Project. Contractor expressly waives any claim for delay or adjustment to the Contract Time and/or Contract Sum if Contractor fails to provide such written notice to City.

8-1.07A(4) Within fifteen (15) calendar days after the initial written notice of the Contractor, Contractor shall submit all supporting information to validate the claimed impact of the delay on the Contract Time, including a Time Impact Analysis ("TIA") in accordance with Section 01300 ("Construction Progress Documentation"). If requested by the City, Contractor shall promptly, and no later than seven (7) calendar days after the City's request, provide updated or further supporting information,

including an updated or revised TIA, with respect to the claimed delay or impact. Contractor expressly waives any claim for delay or adjustment to the Contract Time and/or Contract Sum if Contractor fails to promptly and timely provide all supporting information, including the TIA and any additional/supplemental supporting information as may reasonably be requested by the City.

8-2.07A(5) City will ascertain the facts and the extent of the delay and adjust the Contract Time(s) for completing the Work (and/or adjust the Contract Sum) if, in City's sole discretion and judgment, the facts justify such an adjustment(s). The City's written determination in this regard shall be considered final and conclusive. In the event Contractor disputes the City's written determination under this Section with respect to any claimed delay, or the adjustment (or lack thereof) with respect to Contract Time and/or Contract Sum, Contractor's sole and exclusive remedy shall be to pursue a claim in strict accordance with Sections 8 and 9 of the Special Provisions, including, without limitation, Section 9.11 ("Claims and Dispute Resolution"). In the event of any dispute between City and Contractor concerning any Construction Change Directive (or Change Order), Contractor shall not stop work but will prosecute the Work diligently to completion in the manner directed by City, and the dispute shall be resolved in strict accordance with the requirements of Sections 8 and 9 of the Special Provisions, including, without limitation, Section 9.11 ("Claims and Dispute Resolution").

8-2.07A(6) The City shall not consider any request for an adjustment to the Contract Time(s) and/or Contract Sum unless the Contractor satisfies the requirements set forth in the Contract Documents for providing prompt and timely written notice of the potential delay and submission of supporting information (including the TIA, and any further or additional supporting information as may be reasonably requested by the City) establishing the impact of the delay on the critical path of the Baseline Schedule. No adjustment of the Contract Time and/or Contract Sum will be considered, or granted, as a consequence of any claimed delay event in the absence of Contractor's strict compliance with the requirements of the Contract Documents.

8-2.07A(7) The City shall not be responsible to the Contractor for any constructive acceleration due to Contractor's failure to comply with the submission and justification requirements of the Contract Documents for Contract Time and/or Contract Sum adjustment requests. The Contractor's failure to perform in accordance with the Baseline Schedule shall not be excused because the Contractor has submitted a request for adjustment of the Contract Time, unless and until the City approves such request.

8-2.07A(8) Unless the City and Contractor agree otherwise pursuant to a Change Order, in the event that the City adjusts the Contract Time

pursuant to a Compensable Delay, any request by the Contractor for delay costs (inclusive of all direct and indirect costs, expenses and damages (including, without limitation, jobsite and home office overhead costs and extended general conditions), if applicable, shall be subject to Section 9.10 of the Special Provisions ("Compensation for Compensable Delay") and the applicable provisions of the Contract Documents.

8.3 CONSTRUCTION SCHEDULE, COMPLETION AND LIQUIDATED DAMAGES

8.3.1 CONSTRUCTION SCHEDULE

(A) The Contractor shall timely prepare and submit to the City construction progress schedules and other progress documentation in strict accordance with Document 01300, "Construction Progress Documentation".

(B) During the construction period for the Project, the Contractor shall regularly provide information and input on scheduling and coordination of the Project work to the City's Authorized Representative, including, without limitation, at periodic construction meetings at which the City and Contractor are regular attendees.

(C) Contractor will solicit and exchange scheduling information with Subcontractors and suppliers. Contractor will order work, equipment and materials with sufficient lead time to avoid interruption of the Work.

(D) The Contractor shall at all times employ such force, labor, materials, equipment, and tools as will be sufficient, in the opinion of the City's Authorized Representative, to prosecute the work at not less than the rate provided in the progress schedule and to complete the work within the time limits fixed by the Agreement. If the Contractor refuses or fails to prosecute the Work, or any separable part of the Work, with such diligence as will ensure the completion within the time specified in the Agreement, including any extension, or fails to complete the work within such time, the City may, in accordance with Section 8.4 ("Breaches, Defaults and Termination for Cause"), after giving written notice to the Contractor, terminate its right to proceed with the Work or such part of the Work as to which there has been a delay or delays.

(E) In addition to the requirements set forth in Document 01300, "Construction Progress Documentation", the Contractor shall, if requested by the City, provide revised schedules, or a recovery schedule, within seven (7) calendar days if, at any time, the City considers the successful accomplishment of any Milestone to be in jeopardy. The revised schedule shall be designed to show how the Contractor intends to accomplish the work to meet the required Milestone(s). The form and method employed by the Contractor shall be the same as for the original progress schedule. The Contractor shall modify any portions of the schedule that become infeasible because of "activities behind schedule" or for any other valid reason. Contractor will provide documents and justification for any schedule changes. An

activity that cannot be completed by its original completion date shall be deemed to be behind schedule.

If Contractor submits any schedule or revised schedule showing an early completion date for the Project, City's acceptance of this revised schedule shall not entitle Contractor to any delay claim or damages due to or premised upon any such revised schedule. Contractor shall include, as deemed appropriate, sufficient amounts to cover all direct and indirect costs, including, without limitation, the home office and field office overhead costs commensurate with the published contract duration.

8.3.2 MILESTONE COMPLETION AND LIQUIDATED DAMAGES

In addition to the requirements of Section 8-1.10A, "General", of the Standard Specifications, as modified by the Special Provisions, and Document 00100 ("Notice to Bidders"), Articles 1.04 and 1.05, the following requirements shall also be applicable to this Project:

(A) The Contractor shall complete all Work (inclusive of all Milestones as defined in the Contract Documents), in strict accordance with the Contract Documents, and within the allocated Contract Time(s), subject to approved extension(s) of the Contract Time that may be granted by the City, if any, during the course of the Project. For a further description of applicable Milestones, the Contractor is directed to Document 00100 ("Notice to Bidders"), Articles 1.04 and 1.05 and Section 9 of the Special Provisions.

(B) In the event of a failure on the part of the Contractor to achieve Milestone # 1 Substantial Completion on or before October 15th 2024 the Contractor shall pay to the City Liquidated Damages in the amount of four thousand two hundred dollars ($4,200) per calendar day, in accordance with Section 8-1.10, "Liquidated Damages", of the Standard Specifications, as modified by Section 8.3.2 of the Special Provisions, and Document 00100 ("Notice to Bidders"), Articles 1.04 and 1.05, for each calendar day beyond October 15th 2024 and continuing until the Contractor achieves Milestone # 1 Substantial Completion.

(C) In the event of a failure on part of the Contractor to achieve Milestone # 2 (Final Completion), as defined in Section 9.9 of the Special Provisions) within 15 calendar days after Substantial Completion of the Work has been achieved, and not more than 182 calendar days from the date that the commencement of the Work is authorized pursuant to the Notice to Proceed, the Contractor shall pay to the City Liquidated Damages in the amount of one thousand dollars ($1,000) per calendar day, in accordance with Section 8-1.10, "Liquidated Damages", of the Standard Specifications, as modified by Section 8.3.2 of the Special Provisions, and Document 00100 ("Notice to Bidders"), Articles 1.04 and 1.05, for each calendar day beyond that portion of the Contract Time within which the Contractor is required to achieve Milestone # 2 (Final Completion).

(D) In the event Contractor fails, concurrently, to achieve multiple Milestones within the allocated portions of Contract Time as set forth in the Contract Documents, the Liquidated Damages assessed by the City shall be cumulative. Therefore, the City may, concurrently, assess Liquidated Damages for the Contractor's s failure to achieve two or more Milestones on the same calendar day.

(E) The City reserves the right, in its sole discretion, to make a detailed written determination of the losses and damages incurred arising from the failure of Contractor to achieve any Milestone(s) within the Contract Time, including any approved extensions, and to receive such full recompense from Contractor.

8.3.3 GRADING AND EXCAVATION

No grading, excavation or other land disturbance will be performed pursuant to the Agreement between October 15 and May 1; all Work shall be performed after the issuance of the Notice to Proceed, and Final Completion achieved within the contract time as set forth in these Bid Documents.

8.4 BREACHES, DEFAULTS AND TERMINATION FOR CAUSE

In addition to the requirements of Section 8-1.13, "Contractor's Control Termination", of the Standard Specifications, the following requirements shall also be applicable to this Project:

(A) If Contractor fails to begin delivery of material and equipment, to commence the Work or a designated portion of the Work within the time specified in the Contract Documents, to maintain the rate of deliver or material, to execute the Work or designated portion of the Work in the manner and at the specified location(s), or fails to maintain a work program which will ensure the City's interest, or, if Contractor is not carrying out the intent of the Contract Documents, City's written notice may be served upon Contractor and Contractor's surety on the faithful performance bond demanding satisfactory and immediate compliance with the requirements of the Contract Documents.

(B) In addition to the event described in (A), if the City deems that the Contractor has persistently or repeatedly refused or failed to supply an adequate workforce, or material of proper quality, or otherwise refuses or fails to diligently prosecute the Work in accordance with the Contract Documents, or any separable part thereof, with such diligence as will ensure its completion within the Contract Time(s) specified in the Contract Documents or authorized extensions thereof, or if Contractor shall fail to make prompt payments to its subcontractors or suppliers, or if there is reasonable evidence to indicate that Contractor is financially insolvent, bankrupt or otherwise unable to satisfy its current and future financial obligations on the Project, or persistently disregards laws, ordinances, regulations, the City Code, the Contract Documents, or the City's written directions, or has failed in any other respect to prosecute the Work with the diligence and resources as required by the Contract Documents, the City may, after providing at least five (5) business days prior written notice to the Contactor identifying the defaults to be remedied, and the Contractors' continued failure to remedy the default(s):

(1) Provide any such labor and/or materials required to perform the Work or designated portion of the Work and deduct the cost from any money due or to become due Contractor; or

(2) If the City considers that the default(s) constitute sufficient basis for such action, provide the Contractor and/or Contractor's surety or sureties with an additional seven (7) days written notice that if the defaults are not remedied, the Contractor's control of the Work or designated portion of the Work shall be immediately terminated.

(C) Should City exercise its right to terminate Contractor's control of the Work, or designated portion of the Work, City may, without prejudice to any other rights or remedies if City and subject to any rights and obligations of Contractor's surety or sureties:

(1) Terminate Contractor's control of the Work or designated portion of the Work;

(2) Take possession of the Project site or designated portion of the Project site and all or any of the Contractor's materials, equipment, tools, appliances, and construction equipment and machinery owned by the Contractor as may be on the Project site and necessary for the performance of the Work or the designated portion of the Work;

(3) Accept assignment of any and/or all subcontractor, supplier, and or rental agreements; and /or

(4) Complete the Work or designated portions of the Work by whatever reasonable method(s) City may deem expedient and appropriate.

(D) Upon such termination, the City may take possession, and use all or any part, of the Contractor's materials, tools, equipment, and appliances upon the premises to complete the work; the City assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted; and the City agrees to pay for such materials and the use of said equipment at a reasonable compensation.

(E) Whenever Contractor shall be and declared by the City to be in default under the Agreement, the Contractor's surety or sureties, after notice as provided for herein, shall promptly remedy the default in a manner acceptable to the City, or, alternative, timely discharge all obligations under the Performance Bond, which shall include the following: (1) Undertake through its agents or independent contractors, reasonably acceptable to the City, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Contractor under the Agreement, including without limitation, all obligations with respect to warranties, quality of workmanship, guarantees, and payment of liquidated damages, or at surety's election, or, if required by the City; (2) Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by the City of the lowest responsive responsible bidder, arrange for a contract between such bidder and the City and make available as work

progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Contractor under the Agreement, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; or (3) Tender to the City via cashier's draft the full penal sum of the performance bond. The need for the surety to act promptly in response to a demand by the City is material to the overall completion of the project. The failure of the surety to perform timely as required hereunder shall enable the City, in its sole discretion, to complete the work or designated portion of the work by whatever reasonable method(s) the City may deem expedient and appropriate and in such event the City shall have the right to recover from Contractor's surety or sureties the amount of actual damages incurred by the City in excess of the amount of unpaid contract sum. "Actual damages" as used in this Section 8.4(E) includes all reasonably necessary costs incurred to complete the Work, including, but not limited to, the construction administration, management and project management costs incurred by the City's personnel as well as third parties retained by the City, as well as those incidental and consequential costs incurred due to delays, loss of use, storage, personnel and interest expenses incurred.

(F) If City terminates the Contractor's control of the Work or portion of the Work in accordance with this Section, the Contractor will not be entitled to receive any further payment until the entire Work or designated portion of the Work is completed and accepted by the City. Contractor and its sureties shall be liable to the City for any and all additional costs, expenses and damages incurred by the City to compete the Work or designated portion of the Work, including compensation for additional managerial, administrative and consulting services, plus the assessment of liquidated damages assessed pursuant to the Contract Documents.

(G) If the cost incurred by the City as the result of the termination of Contractor's control of the Work or a portion of the Work in accordance with this Section exceed the unpaid Contract Sum, the Contractor and/or the Contractor's sureties shall pay the difference to the City.

(H) Upon completion and acceptance of the entire Work, Contractor is entitled to the return of all unused materials and its equipment, tools, and appliances, except that Contractor shall have no claim on account of usual and ordinary depreciation, loss, wear and tear.

(I) If City terminates Contactor's control of the Work for cause, and it is later determined that the termination was wrongful, such default termination will automatically be converted to and treated as a termination for convenience. In such event, Contractor will only be entitled to receive the amounts payable pursuant to Section 8-1.14, "Contract Termination", of the Standard Specifications, as modified by the Special Provisions, applicable to a termination for convenience of the City, and Contractor expressly waives and Claim for any other amounts or damages, including, but not limited to, any claim(s) for consequential damages, lost profits or loss of bonding capacity.

(J) In the event of any conflict between the requirements of Section 8-1.13, "Contractor's Control Termination", of the Standard Specifications, and Section 8.4 ("Breaches, Defaults and Termination for Cause") of the Special Provisions, the more stringent requirement(s) shall apply.

END OF SECTION 8

SECTION 9: MEASUREMENT AND PAYMENT

9.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 9, "Payment", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project.

(B) Insert the following at the end of Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications:

> When an item of work is designated as final pay in the City's Authorized Representative's Estimate, the estimated quantity for an item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the City's Authorized Representative, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in a increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for in the Standard Specifications. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.
>
> The estimated quantity for each item of work designated as final pay in the City's Authorized Representative's Estimate shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computation, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.
>
> In case of discrepancy between the quantities shown on the plans as final pay quantities and quantity of the same item shown in the City's Authorized Representative's Estimate, payment will be made on the final pay quantities shown on the plans.

(C) Delete the following sentences from Section 9-1.03, "Payment Scope", of the Standard Specifications: "The Department pays 6 percent annual interest for unpaid and undisputed claims. Interest starts to accrue 61 days after the Department accepts a claim statement;" and "The Department pays 6 percent annual interest for awards in arbitration (Civ. Code § 3289)."

(D) Add the following paragraph to Section 9-1.03, "Payment Scope", of the Standard Specifications:

No payment or partial payment will be made for any materials on hand which are furnished but are not incorporated in the work. Work completed in place less than two (2) working days prior to the preparation of the monthly pay estimate shall not be eligible for payment until the following month's estimate.

(E) Insert the following after the third paragraph of Section 9-1.04A, "General", of the Standard Specifications:

> With respect to Work paid by force account associated with a Compensable Delay, the markups specified in this Section for labor, materials and equipment (and subcontractor costs), which includes compensation for all delay costs, overhead costs, and profit, shall be subject to the requirements of Sections 4, 8 and 9 of the Standard Specifications, as modified by the Special Provisions. Pursuant to Section 4-1.05B(7), and unless the City and Contractor agree otherwise pursuant to a Change Order, the markups specified in this Section for labor, materials and equipment (and subcontractor costs) shall not be allowed with respect to any Change Order or Construction Change Directive that includes an allowance to the Contractor for delay costs arising from a Compensable Delay during the first sixty (60) calendar days of Compensable Delay at the Project.

(F) Add the following to the end of Section 9-1.04A, "General", of the Standard Specifications:

> Contractor and all subcontractors must maintain records (including daily reports) that provide a clear distinction between the performance of the Force Account Work and the performance of all other operations and Work. With respect to the documentation of its labor, materials and equipment, Contractor shall furnish to City completed daily Force Account Work reports, on forms furnished by, or acceptable to, the City for each day's Force Account Work.
>
> The daily Force Account Work reports shall be signed by Contractor, and: (i) must be submitted not later than one (1) workday following the performance of said Work; (ii) must itemize the materials used; (iii) must cover the direct cost of labor and the charges for equipment rental, whether provided by Contractor, subcontractors, or other forces; and (iv) must provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and the size, type and identification number of equipment and hours operated.
>
> Material charges must be substantiated by valid copies of vendor's invoices. Such invoices must be submitted with the daily Force Account Work reports, or if not available, they must be submitted with subsequent daily Force Account Work reports.

Contractor's cost records (including those of its subcontractors and suppliers) pertaining to the Work, including Force Account Work, shall be subject to inspection or audit by the City in accordance with Section 5.4 of the Special Provisions.

(G) Insert the following at the end of Section 9-1.06A, "General", of the Standard Specifications:

All pay line items will be paid for at the unit prices set forth in the Bid Proposal for the respective items of work. The quantities of work or material stated as unit price items in City's Authorized Representative's Estimate are supplied only to give an indication of the general scope of the Work; the City does not expressly nor by implication agree that the actual amount of work of material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of work by an amount up to and including 25 percent of any bid item, with out a change in the unit price, and shall have the right to delete any bid item in its entirety, or to add additional bid items.

(H) Delete Section 9-1.07, "Payment Adjustments for Price Index Fluctuations", of the Standard Specifications.

(I) After the first sentence of Section 9-1.11A, "General", of the Standard Specifications, insert the following: "If applicable pursuant to the requirements set forth in this Section 9-1.11A, this Section shall only apply beyond the first sixty (60) calendar days of Compensable Delay(s)."

(J) Delete the last paragraph of Section 9-1.17C, "Proposed Final Estimate", of the Standard Specifications.

(K) Delete Section 9-1.17D(1), "General", of the Standard Specifications, and replace with the following:

If you accept the proposed final estimate or do not submit an exception to the proposed final estimate or a Claim pursuant to Section 9.11 of these Special Provisions within 30 days of receiving the estimate, the Engineer provides you the final estimate and the City pays the amount due within 30 days. This final estimate and payment is conclusive except as specified in sections 5-1.27, 5-1.47, and 9-1.21.

If you submit an exception to the proposed final estimate or a Claim pursuant to Section 9.11 of these Special Provisions within 30 days of receiving the Engineer's proposed final estimate, the Engineer provides you a semifinal estimate and the City pays undisputed amounts due, if any, within 30 days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by any claims or as specified in sections 5-1.27, 5-1.47, and 9-1.21.

An exception to the proposed final estimate shall reference any Claim pursuant to Section 9.11 of these Special Provisions previously filed by the Contractor and/or a Claim filed concurrently with the submission of the exception to the proposed final estimate, including the amount of any such Claim(s).

(L) Delete Section 9-1.17D(2), "Claim Statement", of the Standard Specifications.

(M) Delete Section 9-1.17D(3), "Final Determination of Claims", of the Standard Specifications.

(N) Delete Section 9-1.22, "Arbitration", of the Standard Specifications. The dispute resolution procedures applicable to any Claim(s) denied or reject by the City's Authorized Representative shall be subject to Section 9.11 of these Special Provisions.

9.2 PROGRESS AND PARTIAL PAYMENTS

In addition to the requirements of Section 9-1.16, "Progress Payments", of the Standard Specifications, the following requirements shall also be applicable to this Project:

(A) The Contract Sum is stated in the Agreement and, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

(B) Within thirty (30) calendar days after the award of the Agreement, and before submission of the first Application for Payment, the Contractor shall submit to the City for approval, a Schedule of Values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used only as a basis for the Contractor's Applications for Payment.

(C) The Contractor shall, on or before the first day of each month, make an estimate of the Work performed during the preceding month and submit an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the City may require, including appropriate monthly updates to the construction progress schedule, and reflecting retention, if any, as provided elsewhere in the Contract Documents. Absent an express finding pursuant to Public Contract Code section 7201(b) authorizing the City to withhold a higher amount of retention (in excess of 5% of the estimated value of the work done and the labor, materials, equipment, and services provided), the City shall retain an amount from each progress payment not to exceed 5% of the estimated value of the Work done and the labor, materials, equipment, and services provided, all in accordance with Public Contract Code section 7201, and the City shall pay to the Contractor ninety percent (95%) of the value of said Work in place, as checked and approved, within thirty (30) calendar days of the City's receipt of an undisputed and properly submitted application for payment. The balance of five percent (5%) of the estimate shall be retained by the City until the time of final acceptance of the Work, and release in accordance with requirements of the Contract Documents and California law. In lieu of the five percent (5%) retainage, the Contractor may substitute securities as provided

for in Public Contract Code Section 22300 and Document 00630 ("Sample Escrow Agreement for Security Deposits in Lieu of Retention").

(D) As a condition precedent to payment by City, each itemized Application for Payment shall be accompanied by a current Conditional Waiver and Release Upon Progress Payment, in the form specified by the applicable California Civil Code, from Contractor and each of Contractor's subcontractors, suppliers, and union trust funds for which payment is sought by the Application for Payment, and an Unconditional Waiver and Release Upon Progress Payment, in the form specified by the applicable California Civil Code, from Contractor and each of Contractor's subcontractors, suppliers, and any union trust fund for which payment was sought by Contractor in the immediately preceding Application for Payment and for which the City made payment.

(E) The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the City, or its assignee, either by incorporation in the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, stop notices, claims, security interest or encumbrances hereinafter referred to in this Section 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the Project or furnishing materials and equipment for the Project, subject to an agreement under which an interest or an encumbrance is retained by the seller or otherwise imposed by the Contractor or such other person.

(F) Unless otherwise provided in the Contract Documents, payments may be made, within the sole discretion of the City, on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the Project site and, if approved in advance by the City, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the Project site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the City to establish the City's title to such materials or equipment or otherwise protect the City's interest, including applicable insurance and transportation to the Project site for those materials and equipment stored off the Project site.

(G) The City shall make payment in the manner and within the time provided in the Contract Documents after verifying the accuracy of the Application for Payment.

(H) The Contractor shall promptly pay each subcontractor upon receipt of payment from the City, out of the amount paid to the Contractor on account of such subcontractor's work, the amount to which subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to their Sub-subcontractors in similar manner.

(I) Neither certification of a progress payment, delivery of a progress payment, nor partial or entire use or occupancy of the Project by the City, shall constitute an acceptance

of any work not in accordance with the Contract Documents, nor shall it be deemed a waiver of City of any remedy it may have in law or equity.

(J) California Public Contract Code section 20104.50 sets forth the Legislature's intent for prompt payment to contractors and establishes the following procedures for timely progress payments and payment of interest:

(1) Any local agency which fails to make any progress payment within thirty (30) Days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of §685.010 of the Code of Civil Procedure.

(2) Upon receipt of a payment request, each local agency shall act in accordance with the following:

(a) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(b) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(c) The number of days available to a local agency to make a payment without incurring interest pursuant to California Public Contract Code §20104.50 shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement.

(d) A progress payment includes all payment due contractors, except that portion of the final payment designated by the contract as retention earnings.

(e) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

9.3 WITHHOLDING OF PAYMENTS

In addition to the requirements of Section 9-1.16E, "Withholds", of the Standard Specifications, the following requirements shall also be applicable to this Project:

The City may withhold payment in whole or in part to the extent necessary to reasonably protect the City, if it is unable to verify the accuracy of an Application for Payment. If the City is unable to verify the accuracy of an Application for Payment, the City will notify

the Contractor in writing. If the Contractor and the City cannot agree on a revised amount, the City will promptly process payment for those amounts for which it is able to verify. The City may also decline to make payment to protect the City from loss because of subsequently discovered:

(i) Defective Work not remedied;

(ii) Third party claims filed or reasonable evidence indicating probable filing of such claims, including claims by separate contractors;

(iii) Failure of the Contractor to make payments properly to Subcontractors, or for labor, materials or equipment;

(iv) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

(v) Damage to the City or another contractor;

(vi) Reasonable evidence that the Work will not be accomplished in compliance with the Contract Time;

(vii) Failure to carry out the Work in accordance with the Contract Documents, including, without limitation, the failure to make required submittals;

(viii) Stop notice(s) served upon the City;

(ix) Failure to submit certified weekly payrolls;

(x) Failure or refusal of Contractor to comply with the Contract Documents, including the failure of the Contractor to provide any required Warranty/Maintenance Bond; and

(xi) Any other material breach of the Contract Documents by Contractor and/or its subcontractors or suppliers.

When the grounds in Section 9.3, above, are removed, payment shall be made by City for amounts withheld because of them.

In the event of any conflict between the requirements of Section 9-1.16E, "Withholds", of the Standard Specifications, and Section 9.3 ("Withholding of Payments") of the Special Provisions, the more stringent requirement(s) shall apply.

9.4 RETAINAGE FROM PAYMENTS

Subject to and in accordance with the requirements of California law (including Public Contract Code section 7201) and the Contract Documents, the City shall hold retainage from the Contractor. The Contractor, or its subcontractors, shall return all monies withheld in retention from a subcontractor within the time periods authorized under California law after receiving payment for Work satisfactorily completed and accepted including

incremental acceptances of portions of the contract Work. Any violation of this provision shall subject Contractor, or its subcontractors, to the penalties, sanctions and other remedies specified under California law. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to City or the Contractor, or its subcontractors, in the event of a dispute involving late payment or nonpayment by Contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE contractors and subcontractors.

Pursuant to Section 22300 of the California Public Contract Code, the Contractor may elect to substitute securities for any monies withheld by the City to ensure performance under the Contract Documents, including Document 00630 ("Sample Escrow Agreement for Security Deposits in Lieu of Retention"). At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the requirements of the Contract Documents, the securities will be returned to the Contractor. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 22300 of the Public Contract Code.

9.5 PROMPT PROGRESS PAYMENTS TO SUBCONTRACTORS

Contractor, and its subcontractors, shall pay any subcontractor not later than seven (7) calendar days of receipt of each progress payment in accordance with the provision in section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any violation of section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section and Section 10262 of the California Public Contract Code. The prime contractor or subcontractor shall return all monies withheld from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to City or the Contractor, or its subcontractors, in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors. The Contractor shall complete and submit to the City, Caltrans Exhibit 9-P by the 15th of each month in which a DBE subcontractor performed work during the previous month of the reporting period. Exhibit 9-P includes the payment amount of all subcontractor work performed during the reporting period.

9.6 USE BEFORE ACCEPTANCE

(A) City has the right to utilize or place into service any item of equipment or other usable portion of the Work before acceptance of the entire Project. Whenever City plans to exercise said right, City's Authorized Representative will notify Contractor in writing, identifying the specific portions of the Work to be so utilized or otherwise placed into service, hereinafter referred to as "Use Before Acceptance".

(B) Until City's Authorized Representative issues such written notification, Contractor is responsible for all care and maintenance of all items or portions of the Work.

(C) Upon City's issuance of written notice of Use Before Acceptance, City accepts responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice, excepting any injury or damage resulting from Contractor's actions or negligence.

(D) City's Use Before Acceptance does not constitute acceptance of the Work, or any portion of the Work, by City, nor will it relieve Contractor of responsibility for correcting defective and/or deficient Work or materials found at any time before acceptance of the Work or during the Guarantee period after City's acceptance.

(E) Notwithstanding any Use Before Acceptance, Contractor retains full responsibility for fulfillment of all the requirements of the Contract Documents.

(F) Should the City elect to partially occupy or use portions of the Work prior to acceptance, Contractor must perform final cleaning and any other preparations as required by the City, at the direction of the City, prior to their being so occupied or used.

9.8 SUBSTANTIAL COMPLETION

(A) When the Contractor considers the Work, or a designated portion of the Work, to be substantially complete as defined in the Special Provisions, the City shall inspect the Work and prepare a list of items to be complete or corrected. The failure to include any item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. For purposes of the Contract Documents, the term "Substantial Completion", or "substantially complete", shall mean that the construction is sufficiently complete, in accordance with the Contract Documents, that the City can occupy or utilize the Work or a designated portion thereof for the use for which it is intended.

(B) Upon Substantial Completion of the Work or designated portion thereof, and upon application by the Contractor and certification by the City, the City shall make payment, reflecting adjustments in retainage, if any, for such work completed or portion thereof as provided in the Contract Documents.

(C) When the City, on the basis of inspections, determines that the Project or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion.

9.9 FINAL COMPLETION AND PAYMENT

(A) For purposes of the Contract Documents, the term "Final Completion" shall mean that the acceptance of the entire Work in accordance with the Contract Documents.

(B) With respect to the final inspection and final payment procedures applicable to the Project, Contractor's attention is directed to Section 9-1.17, "Payment After Contract

Acceptance", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, which shall be applicable to this Project.

(C) Following the City's issuance of the Certificate of Substantial Completion of the Work or designated portion thereof, and the Contractor's completion of the Work, the Contractor shall forward to the City a written notice that the Work is ready for final inspection and acceptance, and shall also forward to the City a final Application for Payment. Upon receipt, the City will promptly make such inspection. When the City finds the Work acceptable under the Contract Documents and the Agreement fully performed, the City shall issue the proposed final estimate (pursuant to Section 9.1.17C, "Proposed Final Estimate", of the Standard Provisions).

(D) The City shall also cause a Notice of Completion to be recorded in the Office of the County Recorder upon Final Completion. Unless the Contract Documents provide to the contrary, all warranties and guarantees required by the Contract Documents shall commence on the date of the recording of the Notice of Completion of the Project.

(E) Upon the City's issuance of the proposed final estimate, Contractor shall strictly comply with the requirements of Sections 9-1.17C, "Proposed Final Estimate", and 9-1.17D, "Final Payment and Claims", of the Standard Specifications, as modified pursuant to the Special Provisions, and including, without limitation, all requirements regarding the filing of claims in advance of final payment.

(F) Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the City: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or the City's property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the City; and (4) any and all other documentation and data (including, without limitation, any Maintenance/Warranty Bond) required under the Contract Documents.

(G) If, after Substantial Completion of the Work, Final Completion is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting Final Completion, the City shall, upon application by the Contractor and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted.

(H) The making of final payment shall not constitute a waiver of any claims by the City.

(I) Subject to the terms of the Contract Documents, the acceptance of final payment shall, after the date of Substantial Completion of the Project, constitute a waiver of all Claims by the Contractor absent Contractor's strict compliance with Section 9-1.17D, "Final Payment and Claims", of the Standard Specifications, as modified pursuant to the Special Provisions.

(J) All provisions of this Agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.

(K) Final payment will be made in accordance with the Contract Documents and California law, including, without limitation, Public Contract Code § 7107.

(L) Pursuant to Public Contract Code § 7107, in the event of a dispute between the City and Contractor, the City may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

9.10 COMPENSATION FOR COMPENSABLE DELAY

In addition to the requirements of Section 8-1.07C, "Payment Adjustments", Section 9-1.04, "Force Account", and Section 9-1.11, "Time-Related Overhead", of the Standard Specifications, as modified by the Special Provisions, the following requirements shall also be applicable to this Project:

(A) Definitions:

(1) For purposes of the Contract Documents, the term "Excusable Delay" means any delay to the completion of the Project beyond the expiration of the Contract Time(s) caused by conditions beyond the control and without the fault or negligence of the Contractor (or its subcontractors or suppliers) such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather conditions in which the work cannot continue. The financial inability of the Contractor or any subcontractor and default of any subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. (Subject to the Contract Documents, an Excusable Delay may entitle the Contractor to request an adjustment in the Contract Time (including, without limitation, pursuant to Section 8.1.07B, "Time Adjustments", of the Standard Specifications, and Section 8.2 of the Special Provisions), but shall not entitle the Contractor to any adjustment in the Contract Sum); and

(2) For purposes of this Contract Documents, the term "Compensable Delay" means any delay of the completion of the Work beyond the expiration date of the Contract Time(s) for which the City is solely responsible due to its conduct or inaction (and not including delays arising from Excusable Delay, weather or "Acts of God") and which delay is unreasonable under the circumstances involved, and not within the contemplation of the parties, but shall not include any delay to the performance of the Work to the extent that Contractor's performance is, was or would have been suspended, delayed or interrupted by another cause for which Contractor (or its subcontractors or suppliers) is/are solely or partially responsible (*i.e.*, concurrent Contractor-caused delays). Subject to the terms of the Contract Documents, a Compensable Delay may entitle the Contractor to an extension of the Contract Time and/or Contract Sum. Except as provided for under the Contract Documents, and subject to Public Contract Code section 7102, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

(B) If after timely notice from the Contractor the City's Authorized Representative agrees that the cost and/or time required for the performance of the Work has increased as a result of any Compensable Delay, the City's Authorized Representative will make an adjustment to the Contract Time and/or Contract Sum in accordance with the Contract Documents and all provisions therein that may establish the amount of all delay costs, direct and indirect (and inclusive of all expenses and damages, including, without limitation, jobsite and home office overhead costs and extended general conditions), that Contractor (and all subcontractors and suppliers, of any tier) may recover during the first sixty (60) calendar days of Compensable Delay, including, without limitation, Document 00400.4.2 ("Bid Proposal") and Section 9.10 ("Compensation for Compensable Delay") of the Special Provisions. No adjustment will be made for any increase in the Contract Sum required for the performance of the Work to the extent that Contractor's performance is, was or would have been suspended, delayed or interrupted by any Excusable Delay or another cause for which Contractor (or its subcontractors or suppliers) is/are solely or partially responsible (*i.e.*, concurrent Contractor-caused delays).

(C) In accordance with the Contract Documents, including, without limitation Document 00400.4.2 ("Bid Proposal"), the daily amount that Contractor may charge to the City for all delay costs, direct and indirect (and inclusive of all expenses and damages, including, without limitation, jobsite and home office overhead costs and extended general conditions) applicable to the first sixty (60) calendar days of Compensable Delay is the amount set forth in Document 00400.4.2 ("Bid Proposal"). This sum shall represent the exclusive and sole amount (*i.e.*, payment in full for any and all direct and indirect delay costs) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all Compensable Delay(s) during the first sixty (60) calendar days of actual, Compensable Delay at the Project.

(D) Delay costs that may arise from Compensable Delay beyond the first sixty (60) calendar days of a Compensable Delay, if allowable, shall thereafter be governed by, and subject to, the applicable provisions of Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

(E) With respect to any Change Order or Construction Change Directive that shall result in an adjustment of Contract Time due to a Compensable Delay, and unless the City and Contractor agree otherwise pursuant to a Change Order, the requirements set forth in this Section 9.10 shall apply in full force and effect. Unless the City and Contractor agree otherwise pursuant to a Change Order, Contractor shall not be entitled to any separate mark-up on its labor, material or equipment costs, or those incurred by its subcontractors or suppliers, during the first sixty (60) calendar days of Compensable Delay, including, without limitation, any mark-up for overhead, profit or general conditions, otherwise allowed on labor, materials and equipment pursuant to the Contract Documents.

9.11 CLAIMS AND DISPUTE RESOLUTION

Contractor's surety or sureties shall be bound by any award or judgment rendered in any proceeding arising from the Project or undertaken in accordance with the Contract Documents. Further, Contractor's surety or sureties shall be bound by and subject to the dispute resolution provisions set forth herein at Section 9.11 ("Claims and Dispute Resolution") of the Special Provisions, and Contractor's surety or sureties shall, at the request of City (or Contractor), participate in any dispute resolution proceedings, including mediation or litigation, that occur pursuant to the Contract Documents.

9.11.1 General. The parties intend that differences between the City and Contractor, arising under the Agreement, be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The City and Contractor agree to initially strive to resolve all disputes amicably and in an informal manner. Any dispute resolved informally shall be documented by the Engineer, and if the dispute resolution involves a change in the Contract Work, increase or decrease in the compensation due the contractor, or adjustment in the time of completion of the Work, then the informal dispute resolution shall be confirmed by a Change Order pursuant to the Contract Documents. Informal discussions or negotiations with the Engineer or other City representatives concerning informal resolution of a dispute shall not toll or suspend the claim filing and other deadlines provided below, unless so provided by the Engineer in writing. Contractor, and Contractor's surety or sureties, shall be bound by and subject to the dispute resolution provisions as set forth in these Special Provisions, and Contractor's surety or sureties shall, at the request of the City (or Contractor), participate in any dispute resolution proceedings, including mediation or litigation that may occur pursuant to the Contract Documents.

9.11.2 Compliance Required. Contractor shall not be entitled to any additional time to complete Work or to the payment of any additional compensation for claimed extra work (or otherwise on account of any claim, cause, act, failure to act, or happening of any event or occurrence) unless the City has issued a Change Order pursuant to the Contract Documents, or a Claim has been timely filed and approved pursuant to the Contract Documents, including, without limitation, Section 9.11 of the Special Provisions. If the Contractor fails to timely file a written Claim in accordance with the Contract Documents, then the Contractor shall be deemed to have waived any right or remedy to thereafter pursue the claim against the City in any administrative, arbitration or litigation proceeding.

9.11.3 Definition of Claims. A claim for purposes of this section 9.11 means a separate demand by the Contractor for (a) a time extension (including a demand for relief from damages or penalties for delay assessed by the City under the Agreement), (b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount the payment of which is disputed by the City.

9.11.4 Requirements for Filing of Contract Claim; Contents; Filing Deadline

(A) Contents. The Contractor may file a "Contract Claim" with the Engineer. A Contract Claim must (a) be in writing; (b) be labeled or clearly indicated as a claim under the Agreement; (c) set forth in detail the reasons why the Contractor believes additional compensation or a time extension is or may be due, the nature of the costs involved, and, insofar as possible, the amount of the Claim (inclusive of all specified information and materials as set forth in Section 5-1.43A ("Initial Contract Claim Record") of the Standard Specifications, as revised pursuant to Section 5.1 of the Special Provisions); (d) include (or reference earlier provided) documents that support and substantiate the Claim; and (e) include the following certification, properly completed and executed by Contractor or any officer of Contractor:

I, _____BEING THE _____(must be an owner or officer) OF_____(CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND I DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT AND/OR CONTRACT TIME EXTENSION REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTON 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

(B) Filing Deadline. A Contract Claim must be submitted to the Engineer within the following claim filing deadlines: (a) if a deadline is set forth in the Contract Documents for filing of the particular Claim, then the Claim must be filed by the specified time; (b) if the Claim relates to extra, additional or unforeseen work for which the Contractor intends to demand additional compensation, a time extension, or both, notice shall be given to the Engineer prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation or time extension, and Contractor shall not proceed with that work until so directed by the Engineer; and (c) for all other Claims not included within (a) or (b), the claim must be filed on or before 15 days after the date of the occurrence, event or circumstance giving rise to the Claim. In no event shall a Contract Claim be filed later than the date of final payment.

9.11.5 Claims Subject to Public Contract Code Section 9204; Procedure

(A) Application. Section 9.11.5(A) through (C) applies solely to the handling and resolution of a Contract Claim(s) sent to the City by registered mail or certified mail with return receipt requested in accordance with Public Contract Code section 9204(c)(1).

(B) Claims Handling Procedure. With respect to any Contract Claim(s) sent to the City in accordance with Section 9.11.5(A), the provisions of Public Contract Code section 9204 shall apply, and are hereby incorporated by reference into these Standard Provisions and set forth in full in *Appendix A* to Section 9 of the Standard Provisions.

(C) Claims Procedure Post-Mediation. In the event mediation, if any, is unsuccessful pursuant to Public Contract Code section 9204, and all or parts of the Contract Claim(s) remain in dispute, then the Contractor shall thereafter comply with the Claim procedures as set forth at Section 9.11.6 ("Claims Equal to or Less Than $375,000") or Section 9.11.7 ("Claims Exceeding $375,000"), as applicable.

9.11.6 Claims Equal to or Less Than $375,000; Procedure

(A) Application. This Section applies solely to the handling and resolution of a Contract Claim(s) that is/are in an amount equal to or less than Three Hundred Seventy-Five Thousand Dollars ($375,000).

(B) Claims Handling Procedure. With respect to any Contract Claim(s) subject to Section 9.11.6(A), the provisions of Public Contract Code section 20104, *et seq*. shall apply, and are hereby incorporated by reference into these Standard Provisions and set forth in full in *Appendix B* to Section 9 of the Standard Provisions.

(C) Agreement to Opt-Out. Notwithstanding anything to the contrary in the Contract Documents, the City and Contractor may mutually agree at any time, in writing, that any Claim(s) to which the obligations set forth in Section 9.11.6 apply (*i.e.*, unresolved Claims in an amount equal to or less than $375,000) shall be subject to the dispute resolution requirements as set forth in Section 9.11.7 applicable to the resolution and handling of claims in an amount in excess of $375,000. Should the City and Contractor so agree in writing, the parties shall follow the requirements with respect to mediation and, if necessary, litigation, in accordance with Section 9.11.7.

9.11.7 Claims Exceeding $375,000; Procedure

(A) Application. This Section applies solely to the handling and resolution of a Contract Claim(s) that is/are in an amount exceeding Three Hundred Seventy-Five Thousand Dollars ($375,000).

(B) Claims Handling Procedure, Final Claim Determination. With respect to any Contract Claim(s) subject to Section 9.11.7(A), the following shall apply:

(i) Regardless as to whether Contractor has previously submitted a Contract Claim pursuant to Section 9.11.5(A) of the Special Provisions, any Claim subject to Section 9.11.7(A) of the Special Provisions shall be augmented to include of all specified information and materials as set forth in Section 5-1.43B ("Final Contract Claim Record") of the Standard Specifications, as revised pursuant to Section 5.1 of the Special Provisions)

(ii) The Engineer shall review facts pertinent to the Claim and obtain any additional information deemed necessary for a decision, if any. The Engineer shall render a written decision on the Claim within 60 days of receipt of the Claim submitted in accordance with Section 9.11.7 ("Final Claim Determination").

(iii) If Contractor disputes the Final Claim Determination of the Engineer, or if the Engineer fails to respond within the time prescribed, Contractor may so notify the City, in writing, either within 15 days of receipt of the written decision or the Engineer's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Engineer shall schedule a meet and confer conference within 30 days for the purpose of discussing settlement of the Claim.

(iv) Submission of a Claim, in conformance with all the requirements of the Contract Documents, and rejection of all or part of said Claim by the Engineer, is a condition precedent to any further action upon the Claim by the Contractor.

(C) Mediation. The City and Contractor (and Contractor's surety or sureties, if requested to participate by City) agree to engage in good faith efforts to seek to resolve any outstanding Contract Claims submitted pursuant to Section 9.11.7 by mediation prior to proceeding with, and as a condition precedent to, further dispute proceedings. Any Contract Claim(s) or other disputes raised by the City which remain unresolved may, at the election of the City, be mediated subject this Section.

(i) Initiation of Mediation: Within ten (10) calendar days after the City issues its Final Claim Determination pursuant to Section 9.11.7(B)(i), or the conclusion of any meet and confer conference pursuant to Section 9.11.7(B)(ii), either party may initiate mediation of a Contract Claim or dispute by notifying the other party, in writing, of its intent to mediate any Contract Claim(s) denied or rejected by the City or otherwise in dispute. Contractor hereby expressly waives all Claims not timely submitted to mediation in accordance with this Section.

(ii) Request for Mediation: A request for mediation must be in writing and set forth a brief statement that identifies the Claim(s), the asserted damages, the names, addresses, and contact information of the parties, and identify their authorized representative, if any, that will participate in the mediation.

(iii) Selection of Mediator: Upon receipt of a request for mediation, within fourteen (14) calendar days, the parties will meet and confer to select an appropriate mediator agreeable to all parties. If the parties cannot agree on a mediator, they hereby agree to accept a mediator to be appointed by a recognized alternative dispute resolution organization, such as the

American Arbitration Association or JAMS. The parties agree that any neutral selected or appointed to preside over the mediation shall be an attorney admitted to practice law in the State of California or a retired judge, and he or she shall possess at least 10 years' experience practicing law in the substantive areas of public contracting, public construction contracts and construction litigation.

(iv) Time and Place of Mediation: The mediator, using advice and input from the parties, shall set the time of each mediation session, as well as the mediation protocol (i.e., submission of briefs, statement of damages, etc.). The mediation will be held at any convenient location agreeable to the mediator and the parties, as the mediator determines. All reasonable efforts will be made by the parties and the mediator to schedule the first session within thirty (30) calendar days after selection of the mediator.

(v) Expenses: All fees paid to the mediator, including any required traveling and other expenses of the mediator, will be shared equally among the parties to the mediation.

(vi) Termination of Mediation: The mediation may be terminated: (a) by the execution of a settlement agreement by the parties; (b) by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or (c) by a writing on behalf of a party or parties to the effect that the mediation proceedings are terminated.

(vii) Privileges and Protections: All meetings, communications and correspondence relative to the mediation procedures set forth in this Section shall be subject to any applicable mediation or settlement-related privilege afforded under California law, including, without limitation, California Evidence Code §§1115, *et seq.*, 1152 and 1154.

(D) Presentation of Statutory Claim. For purposes of the mediation procedure set forth in this Section, the running of the time period within which a claim (other than a tort claim) must be filed pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code shall be tolled from the time a written request for mediation is submitted until the time that the mediation process is terminated. However, nothing in this Section or the Contract Documents is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. If, at the termination of the mediation proceedings pursuant to this Section 9.11.7, the Claim(s), or any portion thereof, remain(s) in dispute, and as a condition precedent to the commencement by Contractor of any litigation arising from or related to the Contract Documents, the provisions of California law applicable to the presentation of claims and prosecution of disputes by the Contractor shall apply to Claims asserted by the Contractor, including, without limitation, Chapter 1

(commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Contractor shall be responsible to fully satisfy and comply with all such requirements as may be applicable to any Claim(s) presented by Contractor. Any litigation arising out of the Contract Documents shall be brought in the El Dorado County Superior Court, and Contractor expressly waives the removal provisions of California Code of Civil Procedure Section 394.

9.11.8 Contract Work Pending Claim Resolution. In the event of any dispute between the City and Contractor, or during the pendency of any Contract Claim(s) or associated proceedings under this Section or the Contract Documents, Contractor shall not stop, or delay performance of, the Work, but shall prosecute the Work diligently to completion in the manner directed by the Engineer.

9.11.9 Disputes Involving Architect or Design Professionals. In the event that any Claim(s) asserted by the Contractor arise from or is/are related, in any manner, to conduct or actions for which the Project Architect or other design professional may be responsible, the parties acknowledge and agree that the City may, in its sole discretion, require the participation and/or joinder of the Project Architect or other design professional in any dispute proceeding under this Section. This right shall remain solely within the discretion of the City, and Contractor shall have no rights under the Contract Documents to require or seek to compel the participation and/or joinder of the Project Architect or other design professional in any dispute proceeding under this Section or elsewhere under the Contract Documents.

9.11.10 Application of Section. The procedures and remedies set forth in this Section shall not apply to: (i) any claim by the City against the Contractor or its surety or sureties (unless the City, in its sole discretion, opts to proceed hereunder); (ii) any claim or dispute relating to stop notices; or (iii) any claim relating to the approval, refusal to approve or substitution of any subcontractor, regardless of tier, pursuant to Public Contract Code section 4700, *et seq*.

APPENDIX A (Special Provisions): CLAIMS RELATING TO PUBLIC CONTRACTS:

Public Contract Code - §9204 - Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did

not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

APPENDIX B (Special Provisions): CLAIMS EQUAL TO OR LESS THAN $375,000:

Public Contract Code - §20104 - Application of article; provisions included in plans and specifications:

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with §10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

Public Contract Code - §20104.2 - Claims; requirements; tort claims excluded:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of Final Payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 Days of receipt of the claim, or may request, in writing, within 30 Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 Days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 Days of receipt of the claim, or may request, in writing, within 30 Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 Days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 Days of receipt of the local agency's response or within 15 Days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issue in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to

subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Public Contract Code - § 20140.4 - Civil action procedures; mediation and arbitration; trial de novo; witnesses:

(a) Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleading, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-Day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with §1141.10) of Title 3 of Part 3 of the code of Civil Procedure, notwithstanding § 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with §2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with § 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Public Contract Code - §20140.6 - Payment on undisputed portion of claim; interest on arbitration awards or judgments:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under § 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF SECTION 9

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SECTION 10 CONSTRUCTION DETAILS

10-1.01 CONTROL OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Control of Work," of the Standard Specifications and these special provisions. Attention is directed to Section 10-1.13, “Maintaining Traffic,” of these special provisions.

The Contractor shall submit a construction schedule in accordance with the provisions of this section, these special provisions and the Standard Specifications for review and approval by the Engineer. The order of work shall be in accordance with all regional, state and local regulations, including what has been stated in the Storm Water Pollution Prevention Plan (SWPPP), Tahoe Regional Planning Agency (TRPA), and Regional Water Quality Control Board (Regional Board). The Contractor will be responsible for meeting all the requirements of the SWPPP, TRPA, and Regional Board Regulations. In the event fines are levied by these agencies for work by the Contractor, either to the City or Contractor, the Contractor shall be solely responsible for all costs associated with said fines. In the event the Regional Board, USFS, or TRPA issues a stop work order the Contractor will not be granted any additional working days, and the working days during which no work is performed will be counted as Contract working days.

The first order of work on the construction of the project, following Mobilization and installation of the Project Sign, will be potholing potential conflicts with existing utilities. Attention is directed to section 10-1.07, “Obstructions,” of these special provisions, for the list of utilities which shall be notified 48 hours prior to the start of potholing operations. Some of the most critical conflict areas are shown on the plans and shall be addressed prior to any construction occurring on the project, with exception of temporary erosion control related work. It is the responsibility of the Contractor to pothole to locate or verify all potential utility conflicts. Upon completion of the required potholing, to the Engineer’s satisfaction and after notifying utilities of any conflicts, the Engineer will authorize in writing that the Contractor may proceed with the next order of work, as described in the construction schedule.

Work shall be performed in a manner that will minimize inconvenience to residents, businesses and the public including the amount of time that a property ingress/egress is closed. Additionally, if any property has more than one property ingress/egress, the Contractor shall maintain at a minimum one access to the property at all times. The Contractor shall notify property owners a minimum of 48 hours prior to closing off access to any property. The Contractor shall notify the owner by posting a City prepared letter on the door of the building. The Contractor shall receive approval by the Engineer prior to any work being commenced.

The storm drain system shall be constructed starting at the lowest elevation as allowed by direction given herein these special provisions. In order to minimize the impact to the residents and businesses in the project area the Contractor shall complete work in one area prior to starting work in another area as directed by the Engineer. This excludes temporary erosion control measures.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices for the various items of work involved and no additional payment will be made therefor.

10-1.02 MOBILIZATION

Attention is directed to Section 9-1.16D "Mobilization," of the Standard Specifications.

The Contract lump sum price paid for Mobilization shall include full compensation for obtaining all bonds, insurance, and permits; plus all labor, materials, tools, equipment, and incidentals required for the performance and completion of the work as shown on the plans and specified in the Standard Specifications, these special provisions, and as directed by the Engineer. Mobilization shall also include the following items:

Providing on-site sanitary facilities.
Posting all OSHA required notices and establishment of safety programs.
Posting of all Prevailing Wage Requirements.
Preparing and transmitting all required Submittals.
Washing and Cleaning Equipment prior to bringing equipment on site, as required by the TRPA, City, Caltrans, and the Regional Water Quality Control Board.
De-mobilization
Pothole potential utility conflicts as provided in sections 10-1.01 and 10-1.07, "Order of Work" and "Obstructions," respectively, of these special provisions.
TRPA pre-grade meeting.
Pre-construction nesting bird survey

As part of mobilization, a pre-construction nesting bird survey shall be conducted. Attention is directed to the Environmental Assessment and section 14-6 of the Standard Specifications. The nesting bird survey shall be considered as included in the lump sum price for mobilization.

Full compensation for the Mobilization Contract item as specified above shall be considered as included in the lump sum price bid, with no additional compensation allowed therefor.

10-1.03 PERMITS

The Contractor shall secure any permits required for completion of the work including STPUD fire hydrant connection and necessary City of South Lake Tahoe permits and pay all costs associated with obtaining the permits. This does not include TRPA and the Regional Board permits.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed, therefor.

10-1.04 PROJECT SIGN

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to furnish and install the project sign the Standard Specifications, these special provisions and as shown on the plans.

Contractor's attention is directed to Section 5-1.21"Waste Material," of these special provisions.

The sign will be located as directed by the Engineer in the field. The sign material will be:

6 foot width x 4 foot height, 3/4" Crezon or Duraply sign board or equal
Background to be painted off-white enamel, 2 coats
Lettering and striping to be royal blue
Back of sign to be painted green
Posts (2 total) to be 4' x 6 ' pressure treated fir embedded 4 feet into the ground
Bottom of sign shall be mounted at a height of 3 to 4 feet.

The City may choose, at its sole discretion, to have the project sign remain on the project site upon completion of construction of the project. In the event the City chooses this, the sign will remain and become the sole property of the City. The Contractor will be notified by the Engineer whether the sign will remain or be removed by the Contractor upon completion of construction.

The cost for the Project Sign Contract item shall be included on the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

10-1.05 WATER POLLUTION CONTROL

Water pollution control shall conform to the requirements in Section 13, "Water Pollution Control" of the Standard Specifications and these special provisions.

In addition to the requirements in said Section 13, the Contractor's program to control water pollution shall include storm water pollution prevention through erosion control measures to prevent, to the extent feasible, any net increase in pollution of storm water runoff from entering waterways. The storm water pollution prevention program shall include all the requirements of said Section 7-1.01G and the permit requirements specified herein.

This project is subject to the General Waste Discharge Requirements of Board Order No. R6T-2005-0007 issued by the State of California Regional Water Quality Control Board (CRWQCB) and the SWPPP. Copies of the permits and initial SWPPP are included in the Appendix of these special provisions. The permits regulate storm water and have specific requirements covering work to be performed under this Contract. The Contractor shall meet the permit requirements for Best Management Practices, Discharge Specifications and Prohibitions, Provisions, and all agency approval conditions.

The initial SWPPP for the project is included in the Appendix of these Special Provisions. The Contractor shall maintain a copy of the SWPPP and all amendments thereto at the construction site and shall make the SWPPP available during construction activities. The Contractor shall be responsible for preparing all amendments to the SWPPP. The Contractor shall submit the prepared amendment to the Engineer for review and approval prior to submitting the amendment to the Regional Board for their review and approval, and prior to the Contractor starting construction. This work can be accomplished prior to the execution of the contract and receipt of the necessary bonds and insurances. The Contractor shall be responsible for implementing the requirements of the SWPPP and shall be responsible for updating the SWPPP and implementing the updated requirements, as necessary, through the life of the contract.

It shall be the Contractor's responsibility to fully inform himself or herself of the conditions of the permit and shall conduct his or her construction operations accordingly. Specifically, the Contractor shall comply with the permits' discharge prohibitions and receiving water limitations.

The Contractor shall be responsible for the cleanup of all asphalt spoils generated from the project. Cleaning out of any paving equipment by spreading of asphalt concrete spoils on unpaved surfaces is not allowed. Diesel fuel spilled onto unpaved areas shall be removed immediately.

Conformance with the requirements of this section shall in no way relieve the Contractor from the responsibilities as provided in Section 5-1.36, "Property and Facility Preservation."

Any change in the agency's conditions of approval as proposed by the Contractor shall be submitted to the Engineer for transmittal to the CRWQCB for their approval.

Full compensation for conforming to the requirements in Section 13, "Water Pollution Control," of the Standard Specifications and these special provisions shall be considered as included in the Contract prices for the various items of work involved and no additional compensation will be allowed therefor.

10-1.06 CONTROL OF WATER

Work described in this section shall conform to the provisions of Section 13, "Water Pollution Control," of the Standard Specifications, these Special Provisions, the TRPA Handbook of Best Management Practices, and Living with Fire, Second Edition and the Permits that regulate water discharges associated with construction activities. In case of conflict between any of these requirements, the most stringent shall apply.

As part of the water pollution control work, a Control of Water Plan is required for this Contract. The Control of Water Plan shall conform to the requirements in Section 13, "Water Pollution Control," of the Standard Specifications, the requirements in the TRPA Handbook, the requirements of the Permits and these Special Provisions. Attention is drawn to Section 10-1.05, Water Pollution Control of these Special Provisions, with specific reference to SWPPP

submittals. The Contractor will be required, upon award, to update the preliminary Control of Water Plan with detailed information that includes, but is not limited to:

1. Name of General Developer/Contractor's company.
2. Name, address, and telephone number of the Contractor's Foreman.
3. List of all Contractors and subcontractors associated with project.
5. Emergency contact person and 24-hour phone number.
4. Schedule of values for Contract item Control of Water.
5. All other information required for the Control of Water Plan.

No work having potential to cause water pollution as determined by the Engineer shall be performed until the updated SWPPP and Control of Water Plan has been accepted by the Engineer.

Contractor shall submit three (3) copies of the updated Control of Water Plan to the Engineer for review and comment no later than five (5) working days after the pre-construction conference. Construction shall not begin until the updated Control of Water Plan has been reviewed and accepted by the Engineer and all materials required for work are on site. The Contractor shall allow five (5) working days for the Engineer's review. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the updated Control of Water Plan within five (5) calendar days of receipt of the Engineer's comments and shall allow five (5) working days for the Engineer to review the revisions. Upon acceptance of the updated Control of Water Plan by the Engineer, three (3) additional copies of the updated Control of Water Plan, incorporating all the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally accept the updated Control of Water Plan while minor revisions are being completed. Failure to submit an acceptable updated Control of Water Plan shall not in any way delay the start of the Contract working days.

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices for the various items of work involved and no additional payment will be made therefor.

10-1.07 RELATIONS WITH TAHOE REGIONAL PLANNING AGENCY

This project is located within the Lake Tahoe Basin, which is controlled by the TRPA. A copy of the permit is included in the Appendix of these special provisions. The permit has specific requirements covering work to be performed under this Contract. The Contractor shall meet the permit requirements for Best Management Practices, revegetation, grading season restrictions, and all agency approval conditions.

It shall be the Contractor's responsibility to be fully informed of the conditions of the permit and shall conduct his or her construction operations accordingly. Any change in the agency's conditions of approval as proposed by the Contractor shall be submitted to the Engineer for transmittal to the TRPA for their approval.

The Contractor shall maintain a copy of the permit at the construction site and shall make the permit available to operating personnel during construction activities.

Conformance with the requirements of this section shall in no way relieve the Contractor from the responsibilities as provided in Section 5-1.36 “Property and Facility Preservation” of the Standard Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices for the various items of work involved and no additional compensation will be allowed therefor.

10-1.08 COOPERATION

Attention is directed to Sections 7-1.14, "Cooperation," and 5-1.36 "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

The City of South Lake Tahoe reserves the right to do work with its own forces or to let other contracts for work on or contiguous to the work set forth in the Drawings and special provisions.

The Contractor shall coordinate all activities within the project area with the utility companies. Any delays resulting from conflicts will be borne by the Contractor and no additional payment will be made, nor will any additional working days be granted.

Contractor shall notify STPUD forty-eight (48) hours in advance of work affecting sewer and water mains, and sewer and water services. Contractor shall coordinate disruptions to service with STPUD and the affected property owner/s and residents.

Water, sewer, and storm drain crossings shall conform to the "criteria for the separation of water mains and sanitary sewers" of the State of California Department of Health Services.

If USA utility location marks are worn away during construction it is the responsibility of the Contractor to contact USA to re-locate and mark said utility locations in the field during construction.

Sewer service and sewer main horizontal locations and depths shown on these plans are approximate only. If during the construction of the Project, a relocation of a main sewer pipe is required, STPUD will be informed. The Contractor shall expose existing pipe and provide all trenching and shoring as required. STPUD will construct the pipe relocation and backfill. The Contractor shall construct trench resurfacing. All sewer line construction materials and methods shall conform to the requirements of STPUD.

The Contractor shall assume that each parcel is served by a sewer service. Existing sewer services that conflict with storm drain installation will require relocation. Contractor shall relocate sewer services. All sewer related construction materials, methods, testing and inspection shall conform to the requirements of the STPUD.

Where proposed storm drain pipe and existing sewer pipe cross, as shown on plans or as marked by Underground Service Alert (USA, call 811 or 800-227-2600), Contractor shall pothole sewer lines to a minimum depth of twelve (12) inches below bottom of storm drain pipe. If conflict exists and is not shown on plans Contractor shall notify the Engineer immediately.

Water service and water main horizontal locations and depths shown on these plans are approximate only. Contractor shall assume that each parcel is served by a water service. Existing water services and main lines that conflict with storm drain installation shall require relocation. Contractor shall relocate water service lines. Where water main lines require relocation Contractor shall expose existing water main and provide all trenching and shoring as required. The water utility company will construct the water main relocation and backfill. Contractor shall construct trench resurfacing. All water related construction materials and methods and testing and inspection shall conform to the requirements of the STPUD.

Where proposed storm drain pipe and existing water pipe cross, as shown on plans or as marked by USA, Contractor shall pothole water lines to a minimum depth of twelve (12) inches below bottom of storm drain pipe. If conflict exists and is not shown on Plans the Contractor shall notify the Engineer immediately.

Gas service and gas main horizontal locations and depths shown on these plans are approximate only. Contractor shall assume that each parcel is served by a gas service. Existing gas services and mains that conflict with storm drain installation shall require relocation. Contractor shall expose existing pipe and provide all trenching and shoring as required. The gas utility company will construct the pipe relocation and backfill. Contractor shall construct trench resurfacing. All gas related construction materials and methods shall conform to the requirements of the current governing gas utility.

Where proposed storm drain pipe and existing gas pipe cross, as shown on plans or as marked by USA, Contractor shall pothole for gas lines to a minimum depth of twelve (12) inches below bottom of storm drain pipe. If conflict exists and is not shown on plans Contractor shall notify Engineer immediately.

All potholing is the responsibility of the contractor and no additional compensation will be allowed therefor.

10-1.09 OBSTRUCTIONS

Attention is directed to Section 5-1.36 “Property and Facility Preservation”

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety, and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gasses; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded

metal shields or sheaths; and underground electrical conductors or cables with a potential to ground of more than 300 volts.

The Contractor shall notify the Engineer, at telephone number (530) 542-6030, and Underground Service Alert 811 at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work over or in the vicinity of any underground utility.

If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities, until the owner, or his representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. If, in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being located by the owner or his representative, the City will compensate the Contractor for such delays to the extent provided in Section 8-1.09, "Right-of-Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 5-1.36C, "Utility and Non-Highway Facilities," of the Standard Specifications.

In accordance with the provisions of Section 4215 of the California Government Code, the Contractor will be compensated under the provisions of Article 11 of the General Conditions, Change of Contract Price," for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated on the plans and specification with reasonable accuracy, and for equipment on the project necessarily idled during such work.

The Contractor will not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the Owner or the owner of the utility to provide for the removal or relocation of such utility facilities.

UTILITY COMPANIES NOTIFICATIONS: The Contractor shall notify the following listed utility companies one week in advance of doing any work at the site of the project:

Southwest Gas Corporation
400 Eagle Station Lane
Carson City, NV 89701
Phone: (775) 887-2864

AT&T
3675 T Street, Room 170
Sacramento, CA 95816
Phone: (916) 453-6287

Liberty Energy
933 Eloise Avenue
South Lake Tahoe, CA 96150
Phone: (530) 541-1949

Spectrum
3640 Lake Tahoe Blvd
South Lake Tahoe, CA 96150
Phone: (888) 406-7063

South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150
Phone: (530) 544-6474

Any necessary utility relocations will be performed by the Spectrum (cable), AT&T (telephone), Liberty Energy (power) and Southwest Gas (gas). The Contractor will be required to coordinate all activities within the project area with these utility companies. Any delays resulting from conflicts will be borne by the Contractor and no additional payment will be made, nor will any additional working days be granted. Necessary relocations or adjustments of water mains, laterals, gas mains or sewer laterals shall be performed in accordance with Section 5-1.36, "Utility Relocation and Adjustment."

The Contractor shall notify the utility within two hours of hitting or damaging pipelines, conduit, valves, structures or other appurtenances. The damaged item or area shall remain open or shall be uncovered to facilitate inspection by the utility.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed therefor.

10-1.10 CONSTRUCTION STAKING

The Contractor shall furnish stakes and/or marks to establish lines and grades required for the completion of the work as shown on the plans and as specified in the Standard Specification and these special provisions. The Contractor shall furnish construction survey and staking equipment and the Contractor shall be solely responsible for maintenance and protection of the survey stakes or marks. Construction staking will be verified by the Engineer. Control point maps shall be included as part of the Drawings. An electronic file can be obtained from the Engineer upon receipt of a signed release letter. Any additional construction staking verification requests made to the Engineer shall be made in writing a minimum of five working days prior the construction of the staked item. In the event the Contractor's operations destroy any of the survey control points, the Contractor shall replace such control points at his expense, subject to verification by the Engineer (verification costs will be borne by the Contractor). The cost of any such verification or replacement of the Engineer's control surveys will be deducted from any monies due the Contractor. The Contractor will not be allowed any adjustment in working days for such verification or replacement of survey control points.

The Contractor shall furnish labor and surveying equipment necessary for staking the project for construction purposes, including street centerline stations at 100-foot intervals on straights and 50-foot intervals on curves, plus beginning and ends of curves, storm drains, manholes, drop inlets, curb and gutter, channels, and treatment basins. All surveying work performed by, or for the Contractor, shall be performed by a licensed Land Surveyor in the State of California. The Contractor shall provide the name and license number of the Land Surveyor to be employed by the Contractor for the project. All labor wage regulations cited herein these special provisions shall pertain to workers performing construction staking and surveying services.

All stakes and survey markers will be conspicuously marked with flagging tape or paint if desired by the Contractor. The Contractor shall inform the Subcontractors of the importance of the preservation of all survey markers. The Engineer has identified monuments necessary for control. The Contractor shall be responsible for protecting and maintaining all stakes from

destruction. In the event that one or more of the stakes are damaged or destroyed, the Contractor will replace the stakes at the expense of the Contractor.

The Construction Staking shall include Right of Way survey staking every 2-3 parcels in Project areas where there are shoulder improvements.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed therefor.

10-1.11 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions. The Contractor shall have the sign locations marked by Underground Service Alert.

Sign substrates may be fabricated from fiberglass reinforced plastic, but base material for construction area signs shall not be plywood. Posts shall be 4" x 4" minimum sectioned lumber pressure treated in conformance with the Standard Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices for the various items of work involved and no additional payment will be made therefor.

10-1.12 RECORD DRAWINGS

The Contractor shall be responsible to provide a set of record drawings to the Engineer upon final completion and before final payment. The record drawings shall show field changes to the construction neatly, and clearly, marked in red pencil. The record drawings shall be updated at the end of each working day and kept on site in the job trailer.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

10-1.13 MAINTAINING TRAFFIC

Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09. Attention is also directed to Section 10-1.01, “Order of Work” elsewhere in these special provisions.

All guide signs shall be installed to maintain continuity of destination.

In addition to the existing warning and directional signs, the Contractor shall erect, within or adjacent to the limits of the work, such supplemental warning and directional signs as ordered by the Engineer.

The Contractor's vehicles shall be equipped with approved flashing beacons. The flashing beacons shall remain on at all times during which the vehicle is parked alongside the roadway.

Lane closures shall conform to the provisions in the section of these special provisions entitled "Traffic Control."

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

The Contractor shall notify local authorities of his intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags.

A minimum of one (paved) traffic lane, not less than 11 feet wide, shall be open for use by public traffic in each direction of travel. All detours shall be reviewed by the Engineer. No detour can begin until approved by the Engineer. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 12:00 noon on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal holidays are: January 1, January 20, the third Monday in February, the last Monday in May, June 19, July 4, the first Monday in September, November 11, the fourth Thursday in November, and December 25. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11 falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by Contract change order.

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract lump sum price paid for the Traffic Control Contract item and no additional compensation will be allowed therefor.

10-1.14 TRAFFIC CONTROL

A traffic control system shall consist of closing traffic lanes in accordance with the details shown on the plans, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" elsewhere in these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor from this responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

During the hours of darkness, as defined in Division 1, Section 280, of the Vehicle Code, portable signs shown on the standard plans to be illuminated shall be, at the option of the Contractor, either: illuminated signs in conformance with the provisions in Section 12-3.06B, "Portable Signs," of the Standard Specifications; or Reflexite vinyl microprism reflective sheeting signs; or 3M high intensity reflectorized sheeting on aluminum substrate signs or Seibulite Brand Ultralite Grade Series, encapsulated lens retroreflective sheeting signs; or equal. In addition, traffic cones shall be affixed with reflective cone sleeves. The reflective sheeting of sleeves on the traffic cones shall be visible at 1,000 feet at night under illumination of legal high beam headlights, by persons with vision of or corrected to 20/20.

If any component in the traffic control system is displaced, or ceases to operate of function as specified, from any cause, during the progress of the work, the Contractor shall replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches of excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the highway right-of-way.

The Contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, including 100% of flagging costs, materials (including traffic control and/or construction signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications, shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased

traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of said extra work.

Full compensation for the Traffic Control item as specified above shall be considered as included in the contract lump sum price for Traffic Control with no additional compensation allowed therefor.

10-1.15 TRENCH SHORING

This item consists of shoring all excavations over five (5) feet in depth in accordance with O.S.H.A. regulations. Attention is directed to Section 5-1.02A, "Trench Excavation Safety Plans," of the Standard Specifications. The Contractor's attention is directed to the provisions for "Shoring and Bracing Drawings" in Section 6705 of the California Labor Code.

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

10-1.16 TEMPORARY EROSION CONTROL DEVICES

Temporary erosion control devices, including Filter Fence/Fiber rolls, shall be constructed as shown on the plans and as required by the TRPA. Temporary Erosion Control measures shall be in strict accordance with the SWPPP, TRPA permit, and Regional Water Quality Control Board permit. These devices shall be maintained and left in a stable condition on site or later removed, as directed by the Engineer, and as specified in these special provisions

When no longer required, temporary erosion control devices and the retained silt and any trapped solids from runoff shall be removed and disposed of in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

Filter Fabric shall be Mirafi 100X, Exxon GTF 100S, or equal. Filter fabric shall be handled and placed in accordance with the manufacturer's recommendations. The fabric shall be aligned and placed in a wrinkle-free manner.

Adjacent borders of the fabric shall be overlapped from 12- to 18-inches or stitched. The preceding roll shall overlap the following roll in the direction the material is being spread or shall be stitched.

Should the fabric be damaged during placing, the torn or punctured section shall be repaired by placing a piece of fabric that is large enough to cover the damaged area and to meet the overlap requirement. Damage to the fabric during the project shall be repaired by the Contractor at his expense.

For installations on slopes less than 20%, slope lengths of 200 feet or less and when placed on a non-paved surface, the Contractor has the option to use fiber rolls in lieu of filter fabric (cloth) fencing.

A row of fiber rolls shall be placed along the contour of a gentle slope or at toe of a steeper slope. Fiber rolls shall be keyed in and anchored as shown in the detail Drawings for Best Management Practices.

The Contract lump sum price paid for Temporary Controls shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to perform the work in accordance with the plans, as specified in the Standard Specifications and these special provisions and Appendices, as directed by the Engineer and agency requirements for erosion control devices.

10-1.17 TREE AND VEGETATION PROTECTION

Tree and vegetation protection shall be installed in the locations as shown on the plans, in accordance with the detail entitled, "Tree Protection Fencing," as shown on the Drawings and as directed by the Engineer. To ensure the survival of desirable trees and other vegetation within the grading limits, the Contractor shall clearly mark these areas with protective fencing and instruct all construction site personnel to use extra care when operating equipment near the protected areas. Heavy equipment shall not be parked or operated inside the drip line of the tree branches. At a minimum distance, protective fences shall be installed along the drip line of the tree branches. No fill material shall be placed next to a tree trunk or vegetation that is to be saved.

In some situations, heavy equipment may have to be operated inside the drip line of tree branches because of limited clearance. In this situation, individual trees must be protected by wrapping their trunks with “Tree Trunk Protection” in conformance with TRPA requirements. Additionally roots over four (4) inch diameter shall not be severed, if avoidable, pursuant to Subsection 65.2.F of the TRPA Code of Ordinances.

The protective fences shall be checked regularly to see that they are in place especially during the clearing and grubbing operations. Contractor shall repair, replace or re-flag any protective fence as necessary to protect the trees and vegetation.

The Contract lump sum price for Temporary Controls including Tree Protection Fencing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for complete installation, maintenance during construction and removal upon completion of construction.

10-1.18 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 17-2, "Clearing and Grubbing," of the Standard Specifications.

All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations. For typical protection of trees and other vegetation, see the construction plans.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final clean-up of the construction area as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

Vegetation shall be cleared and grubbed only within the project limits as shown on the Drawings. The Contractor is responsible for removal of trees less than 6-inches in diameter. The trees, slash and stumps removed under this Contract item become the property of the Contractor.

Full compensation for clearing and grubbing shall be considered included in the prices paid for the associated Contract items, and no additional compensation will be allowed therefor.

10-1.19 TREE REMOVAL

Work under this item shall consist of furnishing all labor, tools, equipment and materials necessary for the removal and disposal of trees, 14” to 30” and greater than 30” in diameter. Diameter base shall be measured at an elevation of 4 feet above the existing ground surface adjacent to the tree.

Trees to be removed are shown on the plans and will be marked in the field by the Engineer. Trees to be removed shall be marked by the Engineer with an “X” made with orange (or white) paint. The Contractor shall provide the Engineer 48 hours (2 working days) notice in requesting trees to be marked for removal. The Engineer will mark all trees greater than 12-inch diameter, measured at an elevation of 4 feet above the existing ground surface adjacent to the tree, for removal by the Contractor. The Contractor shall not remove any tree greater than 12-inch diameter, measured at an elevation of 4 feet above the existing ground surface adjacent to the tree that is not marked by the Engineer.

All trees shall remain the property of the City of South Lake Tahoe and shall be placed as vehicle barriers at locations within the project area by the Contractor at the direction of the Engineer. All trees will be limbed by the Contractor. All limbs shall be chopped and removed from the project site or spread over disturbed surface areas within the project area as directed by the Engineer.

Prior to timber felling, all project temporary erosion control devices must be in place.

The Contractor shall be liable for damage to utility service lines, fences or other structures during tree removal.

Trees shall be felled to minimize disturbance to surrounding vegetation and traffic flow.

Contractor shall be responsible for all traffic control during timber removal in accordance with the Contractor's accepted Traffic Control Plan, Section 12, "Temporary Traffic Control" of the Standard Specifications, the State Manual of Traffic Controls, and these special provisions.

Contractor is responsible for complete site cleanup, including slash disposal. No slash may be burned on site. Attention is directed to Section 10-1.18, "Clearing and Grubbing," of these special provisions.

Full compensation for Removal of Trees greater than 14-inches in diameter, measured at an elevation of 4 feet above ground, shall be included in the Contract lump sum price for demolition and shall include full compensation for furnishing all labor, materials, tools, obtaining permits and licenses, equipment, and incidentals, and for doing all work involved in removing, hauling, placing felled trees as specified above and no additional compensation will be allowed therefor. Full compensation for removing trees smaller than 14 inches in diameter shall be considered as included in the lump sum price for Demolition, and no additional compensation will be allowed therefor.

10-1.20 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions. Where discrepancies or conflicts are noted between Section 19 of the Standard Specifications and the special provisions, the special provisions shall prevail.

While excavating areas over the roots of trees, tree roots over 4-inches in diameter shall not be severed if avoidable, pursuant to Subsection 33.6.6 of the TRPA Code of Ordinances.

In the event that buried or concealed heritage resources are discovered within the work site, the Contractor shall cease ground disturbance activities in the area of the find and shall notify the Engineer who will consult a qualified archaeologist for recommended procedures. If human remains are discovered, California law requires that work must stop immediately and the county coroner must be notified. If the remains are Native American, AB 297 requires that the Washoe Tribe insure that proper treatment is given the possible burial site. Additionally, the Washoe Tribe is allowed to spot check the project during construction with the Engineer.

Surplus excavated material and excavated material that is not suitable for use as fill shall become the property of the Contractor and shall be disposed of outside the Tahoe Basin or at an approved site by the regional and local agencies.

All finished cut and fill slopes shall be constructed as shown within the plans. No slopes shall be steeper than 2:1. The Contractor may be directed by the Engineer to vary the angle of slopes at treatment basins to achieve a natural appearance. No additional compensation will be allowed for varying slopes and will be considered included in the price of various other items.

Backfill behind all curb and gutter and all other areas shall be placed in lifts of a maximum of 8-inches and compacted to 90% relative compaction and compensation shall be included in the unit price for curb and gutter

During earthwork activities, the Contractor shall salvage and stockpile woody debris, existing plant material and topsoil as directed by the Engineer. These materials shall be used during revegetation of disturbed areas as shown on the plans and directed by the Engineer.

The Engineer will be notified the Contractor discovers hazardous materials or physical conditions that hinder excavation operations. The Engineer shall issue a Contract change order, if required. The Contractor shall not be excused from performance of the Contract by the discovery of hazardous materials or difficult construction conditions.

Select Native Bedding shall be native, non-plastic material with no organics and no materials greater than two inches in diameter. Select Native Backfill shall be native, non-plastic material with no organics and no rocks greater than three inches in diameter. Compensation for select native bedding where shown on the Drawings shall be considered as included in the Contract price for the item utilizing select native bedding. Compensation for select native backfill where shown on the Drawings shall be considered as included in the Contract price for the item utilizing select native backfill.

The use of the terms drainfill and/or drain rock shall be interchangeable within these special provisions and the Drawings. Drainfill and drain rock shall be Class 1, Type A permeable material per section 68-1.025 of the Standard Specifications, unless otherwise stated within these special provisions and the Drawings. Compensation for drainfill where shown on the Drawings shall be considered as included in the Contract price for the item utilizing drainfill.

All importing of material shall be included in the Contractor's bid for the various items of work involved and no additional compensation will be made therefor. Should such imported material be required, the Contractor shall notify the Engineer of the borrow site location 72 hours prior to delivery for the Engineers certification of the borrow material. All imported material shall be from a source that is certified weed-free.

Full compensation for earthwork shall be considered as included in the prices paid for various Contract items and no additional compensation will be allowed therefor.

10-1.21 WASTE MATERIAL

All waste material shall become the property of the Contractor and shall be disposed of at a site approved by all local and regional agencies.

Storage, removal and disposal of waste material and revegetation of storage areas shall be the responsibility of the Contractor. All waste materials including, but not limited to sands, asphalt, diesel fuel, and other petroleum products shall be removed in accordance with the provisions in Section 17-2.03D, "Disposal of Materials" of the Standard Specifications. The Contractor will

be responsible for meeting all the requirements of the SWPPP, TRPA and Regional Water Quality Control Board Regulations.

The Contractor shall notify the Engineer immediately in the event that any soil is contaminated by the Contractor's operations and shall furnish to the Engineer satisfactory evidence that an agreement has been entered into with the property owners of the waste disposal site. All soil areas subjected to disturbance by the Contractor shall be scarified and revegetated after project completion with seed mixes approved by the Engineer. The Contractor, as directed by the Engineer, will be required to maintain the revegetated areas until the plants have been established.

Full compensation for storage, removal, and disposal of waste material and petroleum products shall be considered as included in the prices paid for various Contract items and no additional compensation will be allowed therefor.

10-1.22 CONSTRUCTION WATER

Watering shall conform to the provisions in Section 10-6, "Watering," of the Standard Specifications.

If water is required for the project and the Contractor is to use a fire hydrant for water supply, the Contractor must call South Tahoe Public Utility District, (530) 544-4964 to obtain the necessary permits in accordance with S.T.P.U.D.'s Administrative Code 3.1.45 and 3.1.46. Note that all connections will require reduced pressure backflow devices and water meters.

The Contractor shall pay all required fees, such fees shall be considered as included in the various items requiring watering and no additional compensation will be allowed therefor.

10-1.23 UTILITY RELOCATION AND ADJUSTMENT

The Contractor shall be responsible for verifying the locations of all utilities and notifying utilities as provided in sections 10-1.01, 10-1.06, 10-1.07, “Order of Work”, “Cooperation” and “Obstructions,” respectively, of these special provisions. Adjustment or relocation of gas, electricity, and phone or cable service shall be performed by the franchise utility forces and no additional compensation will be allowed therefor.

Full compensation for utility relocation and adjustment shall be considered as included in the lump sum price paid for demolition and no additional compensation will be allowed therefor.

10-1.24 AGGREGATE BASE, DRAINFILL/DRAIN ROCK

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, “Aggregate Base,” of the Standard Specifications.

Compensation for aggregate base where shown on the Drawings shall be considered as included in the Contract price for the item utilizing aggregate base, including, but not limited to bike trail

path, valley gutter, pedestrian ramps, sediment traps, curb and gutter, and high density polyethylene pipe and polyvinyl chloride pipe, and no additional compensation will be allowed therefor.

The use of the terms drainfill and/or drain rock shall be interchangeable within these special provisions and the Drawings. Drainfill and drain rock shall be Class 1, Type A permeable material per section 68-1.025 of the Standard Specifications, unless otherwise stated within these special provisions and the Drawings. Compensation for drainfill where shown on the Drawings shall be considered as included in the Contract price for the item utilizing drainfill.

10-1.25 ASPHALT CONCRETE

1.0 GENERAL

Asphalt concrete shall be Type B and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

2.0 AGGREGATE QUALITY

Aggregates shall be clean and free from decomposed or organic materials and other deleterious substances. Visual evidence of organic materials in the aggregate shall be sufficient cause for rejection of the aggregate. Coarse aggregate is material retained on the No. 4 sieve, fine aggregate is material passing the No. 4 sieve, and supplemental fine aggregate is added fine material passing the No. 30 sieve, including, but not limited to, lime, cement and stored fines from dust collectors.

The gradation of the aggregate blend used in the proposed asphalt concrete mix design, including supplemental fine aggregate, shall meet the requirements of Subsection 39-2.02, "Aggregate", of the Standard Specifications for the 12.5-mm {1/2 inch} Maximum, Medium gradation. The symbol "X" shown in the Standard Specification table is the gradation which the Contractor proposes to furnish for the specific sieve. The proposed gradation shall meet the gradation shown in the table under "Limits of Proposed Gradation." Changes from one mix design to another shall not be made during the progress of the work unless permitted by the Engineer. However, changes in proportions to conform to the approved mix design shall not be considered changes in mix design.

During asphalt concrete production, aggregate gradation shall be within the limits specified herein. Conformance with the grading requirements shall be determined by California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between the coarse and fine portions of the aggregate or between the blends of the different aggregates. The percent passing the No. 200 sieve shall be reported to the first decimal place (tenths).

The combined aggregate shall conform to the following quality requirements before the addition of the asphalt binder:

Table 10-1.01.1 AGGREGATE QUALITY REQUIREMENTS

Quality	California Test	Asphalt Concrete Type A	Asphalt Concrete Type B
Percent of Crushed Particles	205		
Coarse Aggregate (Min.)		90%	25%
Fine Aggregate (Passing No. 4, Retained on No. 8) (Min.)		70%	20%
Los Angeles Rattler	211		
Loss at 100 Rev. (Max.)		10%	
Loss at 500 Rev. (Max.)		45%	50%
Sand Equivalent (Min.)[1]	217	47	42
Kc Factor (Max.)	303	1.7	1.7
Kf Factor (Max.)	303	1.7	1.7

Note:
1 Reported value shall be the average of 3 tests split from a single sample.

Aggregate for asphalt concrete dikes, gutters, gutter flares, overside drains and aprons at the ends of drainage structures shall conform to the 3/8-inch maximum grading specified in the Section 39-2.02, "Aggregate," of the Standard Specifications.

3.0 ASPHALT CONCRETE MIXTURE

3.1 GENERAL

The asphalt concrete mixture, composed of the proposed aggregate blend, antistrip additives, and the proposed asphalt binder content as determined by California Test 367, shall conform to the following requirements:

Table 10-1.01.2 ASPHALT CONCRETE MIXTURE REQUIREMENTS

Design Parameters	California Test	Asphalt Concrete Type A	Asphalt Concrete Type B
Hveem Stabilometer Value (Min)	366[1, 2]	37	35
Percent air voids (Mix Design)	367[1]	4[3]	3[3]
(3 briquettes at Mix Design)[4]		3 - 5	2-4
(Start-Up Production Evaluation)[5]		Design Value ±2.0	
Swell [4] (mm) (Max)	305	0.76	0.76
Tensile Strength Ratio (TSR)[6]	371	report	report

Notes:
1. Reported value shall be the average of 3 tests from a single split sample.
2. A set of 3 briquettes shall be prepared and tested separately. If the range of stability for the 3 briquettes is more than 12 points, the briquettes shall be discarded and new samples shall be fabricated and tested.
3. California Test 367, Paragraph C5, is modified to "4%" for Type A and "3%" for Type B. California Test 309 shall be used to determine the theoretical maximum specific gravity of each asphalt content in conformance with the requirements in "Determination of Theoretical Maximum Specific Gravity of Mixtures with Different Asphalt Contents" (LP-1) located at: http://www.dot.ca.gov/hq/esc/Translab/fpmlab.htm
4. Mix design submittal shall include test results for percent air voids for 3 briquettes constructed using the submitted aggregate and asphalt blended at the proposed target values. Result shall be average for the 3 briquettes.
5. For production evaluation of air voids, California Test 309 shall be used to measure theoretical maximum specific gravity instead of calculating maximum specific gravity in California Test 367. Determine the theoretical maximum specific gravity once for a single split sample. For bulk specific gravity, the reported value shall be the average of 3 tests from a single split sample.
6. The tensile strength ratio of the mixture both with and without the use of a liquid antistrip shall be determined and reported as part of the mix design submittal. These results are for information only, and the use of liquid antistrip will be required regardless of the results of this testing.

The use of a liquid antistrip agent will be required for all asphalt concrete except that used for asphalt concrete dikes, gutters, gutter flares, overside drains and aprons at the ends of drainage structures.

During production and placement, the asphalt concrete mixture shall conform to the requirements of this Section. Changes in cold feed or hot bin proportions to conform to the aggregate grading requirements shall not be considered changes in the mix design. Changes from one mix design to another shall not be made during the progress of the work, unless approved by the Engineer. Changes in target asphalt content of placed asphalt concrete, in aggregate grading target values, or in aggregate sources shall be considered to be a change in the asphalt concrete mixture and shall require a new mix design proposal. Changes in the asphalt content or aggregate grading target values approved by the Engineer will not be applied retroactively for acceptance or payment. Adjustment to the control setting at the plant to achieve target asphalt concrete properties in the field is allowed and shall not be considered as a change in the asphalt concrete mixture.

The amount of asphalt binder used in asphalt concrete placed in dikes, gutters, gutter flares, overside drains and aprons at the ends of drainage structures shall be increased one percent by weight of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way. This additional asphalt binder shall be considered as included in the prices paid for the material and work associated with paving of miscellaneous areas and dikes and no additional compensation will be allowed therefor.

3.2 CONTRACTOR MIX DESIGN PROPOSAL

The Contractor shall submit for the Engineer's review a proposed asphalt concrete mix design for each asphalt concrete mixture to be used at least 7 days before production of that asphalt concrete mixture. The asphalt concrete mix design shall be prepared by a laboratory (or laboratories) whose proficiency has been reviewed and qualified in conformance with the California Department of Transportation's Independent Assurance Program, has been AASHTO accredited, or is otherwise approved by the Engineer. Aggregate quality and asphalt concrete mix design test results shall be no more than one year old when production of the asphalt concrete mixture starts.

The Contractor shall submit a mix design letter that indicates the target values proposed for gradation, asphalt content, and percent air voids. This submittal shall include test results and raw test data for aggregate quality and asphalt concrete mixture requirements; plots of the combined gradings; plots of unit weight, stability, theoretical maximum specific gravity, and percent air voids versus asphalt content for the asphalt contents considered in the design process. Asphalt binder shall be Performance Graded (PG) 64-28M and conform to the requirements set forth in the Standard Specifications. In addition, this submittal shall include test results for stability, percent air voids, and swell for 3 briquettes constructed using the submitted aggregate and asphalt blended at the proposed target values for each asphalt concrete mixture to be used.

The Contractor shall submit the following for each asphalt concrete mixture proposed:

3.2.01 Aggregate and supplemental fine aggregate:
- 3.2.01.1 Target values for percent passing each sieve size for the aggregate blend;
- 3.2.01.2 Results of quality tests for aggregate;
- 3.2.01.3 Source of each aggregate to be used including producer and location;
- 3.2.01.4 Percentage of each aggregate stockpile, cold feed or hot bin to be used; and
- 3.2.01.5 Gradation of each aggregate stockpile, cold feed or hot bin to be used.

3.2.02 Asphalt binder:
- 3.2.02.1 Asphalt binder source and target value;
- 3.2.02.2 Type and grade of binder (64-28M);
- 3.2.02.3 Recommended storage, mixing, and compaction temperatures, and
- 3.2.02.4 Material Safety Data Sheets.

3.2.03 Antistrip additive(s) (required):
- 3.2.03.1 Name of product, manufacturer, manufacturer's designation and proposed rate, location, and method of addition;
- 3.2.03.2 Certification that the asphalt binder is not acid-modified;
- 3.2.03.3 Certification of compatibility of the proposed liquid antistrip and all other modifiers (certified test results of the asphalt binder after the addition of all proposed additives and modifiers shall be included in the certification of compatibility); and
- 3.2.03.4 Material Safety Data Sheets.

The proposed asphalt concrete mix design submittal will be considered complete only when the submittal items, including the mix design letter, test results (including TSR results), and plots, have been received by the Engineer.

4.0 STORING, PROPORTIONING AND MIXING MATERIALS

Storing, proportioning, and mixing materials shall conform to the requirements of Subsection 39-3, "Storing, Proportioning, and Mixing Materials," of the Standard Specifications, except that the first four paragraphs of Subsection 39-3.03, "Proportioning," shall not apply, and the asphalt concrete shall be mixed within the range of mixing temperatures recommended by the asphalt binder supplier.

Storage or stockpiling of completed asphalt concrete mixtures in any manner other than through the use of a batch plant pugmill or storage silo discharging directly into a haul vehicle, and discharging of the haul vehicle directly into the paving operation shall not be allowed unless approved by the Engineer. Any request to store or handle the mixture in any manner not specifically allowed for in these Special Provisions and in the Standard Specifications shall address temperature control, mechanical and thermal segregation control, and contamination control for any proposed change.

5.0 SUBGRADE, PRIME COAT, PAINT BINDER (TACK COAT), AND PAVEMENT REINFORCING FABRIC

5.1 GENERAL

Subgrade, prime coat, paint binder (tack coat), and pavement reinforcing fabric shall conform to the requirements of Subsection 39-4, "Subgrade, Prime Coat, Paint Binder (Tack Coat), and Pavement Reinforcing Fabric," of the Standard Specifications except as modified herein.

5.2 PAINT BINDER (TACK COAT)

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the Engineer.

Paint binder (tack coat) shall be, at the option of the Contractor, either slow-setting asphaltic emulsion, rapid-setting asphaltic emulsion, or paving asphalt. Slow-setting asphaltic emulsion and rapid-setting asphaltic emulsion shall conform to the provisions in Section 39-4.02, "Prime Coat and Paint Binder (Tack Coat)," and the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications. When paving asphalt is used for paint binder, the grade will be determined by the Engineer. Paving asphalt shall conform to the provisions in Section 39-4.02, "Prime Coat and Paint Binder (Tack Coat)," and the provisions in Section 92, "Asphalts," of the Standard Specifications.

Paint binder (tack coat) shall be applied at a rate that provides for adequate adhesion between the asphalt concrete being placed and the surface to which the paint binder (tack coat) has been applied. The rate of application shall be as approved by the Engineer.

Prime coat or paint binder (tack coat) shall be applied in advance of placing the surfacing only as far as shall be approved by the Engineer. When asphaltic emulsion is used as paint binder (tack coat), asphalt concrete shall not be placed until the applied asphaltic emulsion has cured (completely changed color from brown to black).

The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

Immediately in advance of placing asphalt concrete, additional prime coat or paint binder (tack coat) shall be applied as directed by the Engineer to areas where the prime coat or paint binder (tack coat) has been damaged. Loose or extraneous material shall be removed and no additional compensation will be allowed therefor.

6.0 SPREADING AND COMPACTING EQUIPMENT

6.1 SPREADING

Asphalt concrete shall be handled, spread, and compacted in a manner which is in conformance with the provisions in this Section.

Asphalt concrete shall be placed in such a manner that cracking, shoving, and displacement will be avoided.

Type A and Type B asphalt concrete shall be placed only when the ground temperature is above 40° F and the air temperature is above 50° F.

Asphalt concrete shall not be placed when the underlying layer or surface is frozen or not dry or when weather conditions will prevent proper handling, finishing or compaction of the mixture.

Unless otherwise designated on the plans or allowed by the Engineer asphalt concrete shall be spread and compacted in the layers and thicknesses indicated in the following table:

Table 10-1.01.3 Asphalt Concrete Layers and Thickness

Total Thickness Shown on the Plans*	Minimum Number of Layers	Top Layer Thickness (Inches)		Next Lower Layer Thickness (Inches)		Other Lower Layers Thickness (Inches)	
		Min.	Max.	Min.	Max.	Min.	Max.
3" or less	1	----	-----	----	----	----	----
3.1" through 3.5"	2	1.5	2	1.5	2	----	----
3.51" through 5.3"	2	2	2.5	2	3	----	----
5.31" or more	**	2	2.5	2	3	2	5

Notes:

* When pavement reinforcing fabric is shown to be placed between layers of asphalt concrete, the thickness of asphalt concrete above the pavement reinforcing fabric shall be considered to be the "Total Thickness Shown on the Plans" for the purpose of spreading and compacting the asphalt concrete above the pavement reinforcing fabric.

* At least 3 layers if total thickness is more than 5.5 inches and less than 10 inches. At least 4 layers if total thickness is 10 inches or more.

Layers shall be spread with an asphalt paver, unless otherwise specified or approved by the Engineer. Asphalt pavers shall be operated in such a manner as to ensure continuous and uniform movement of the paver.

A layer shall not be placed over a layer that exceeds 3 inches in compacted thickness until the temperature of the layer being covered is less than 160° F at mid-depth unless approved by the Engineer.

Asphalt concrete to be placed on shoulders, and on other areas off the traveled way having a width of 5 feet or more, shall be spread in the same manner as specified above.

Asphalt concrete surfacing shall be placed on existing surfacing, including curve widening, chain control lanes, turnouts, left turn pockets, and public and private road connections shown on the plans, unless otherwise directed by the Engineer.

Unless otherwise shown in the plans or directed by the Engineer, additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections and private drives, hand raked, if necessary, and compacted to form smooth tapered conforms. Full compensation for furnishing all labor and tools and doing all the work necessary to hand rake said conforms shall be considered as included in the Contract prices paid per ton for the various Contract items of asphalt concrete surfacing involved and no additional compensation will be allowed therefor.

The completed mixture shall be deposited on the roadbed at a uniform quantity per linear yard, as necessary to provide the required compacted thickness without resorting to spotting, picking-up or otherwise shifting the mixture. During transporting, spreading and compacting, petroleum products such as diesel fuel and kerosene shall not be used as a release agent on trucks, spreaders or compactors in contact with the asphalt concrete.

Mechanical and thermal segregation shall be avoided. Surfacing shall be free from pockets of coarse or fine material. Asphalt concrete containing hardened lumps shall not be used.

Unless otherwise provided herein or approved by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widenings, chain control lanes, turnouts, left-turn pockets, and other areas shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes is changed, the top layer for the through lanes shall be paved first. When existing pavement is to be surfaced and the specified thickness of asphalt concrete to be spread and compacted on the existing pavement is 3 inches or less, the shoulders or other adjoining areas may be spread simultaneously with the through lane provided the completed surfacing conforms to the provisions of this Section. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete until final compaction has been completed.

At those locations shown on the plans, as specified in these Special Provisions, or as directed by the Engineer, the asphalt concrete shall be tapered or feathered to conform to existing surfacing or to other highway and non-highway facilities.

At locations where the asphalt concrete is to be placed over areas inaccessible to spreading and rolling equipment, the asphalt concrete shall be spread by practical means to obtain the specified results and shall be compacted thoroughly to the required lines, grades, and cross sections by means of pneumatic tampers or by other methods that will produce the same degree of compaction as pneumatic tampers. Care shall be taken to insure that adequate temperature for compaction of the asphalt concrete is maintained until compaction is complete.

In advance of spreading asphalt concrete over an existing base, surfacing or bridge deck, if there is a Contract item for asphalt concrete (leveling) or if ordered by the Engineer, asphalt concrete shall be spread by mechanical means that will produce a uniform smoothness and texture. Asphalt concrete (leveling) shall include, but not be limited to, the filling and leveling of irregularities and ruts and changing the cross slope or profile of an existing surface.

Paint binder (tack coat) shall be applied to each layer in advance of spreading the next layer.

Unless otherwise allowed by the Engineer, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the

ski device shall be 30 feet. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from centerline shall be controlled manually when this edge of the mat must conform to existing features. Otherwise, the end of the screed farthest from centerline shall be controlled by an automatic transverse slope device set to reproduce the cross slope designated by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01-foot tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner the screed was controlled when placing the initial mat.

If the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, of these special provisions, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

If the automatic screed controls fail to operate properly during a day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

6.2 LONGITUDINAL JOINTS

Longitudinal joints in the top layer of asphalt concrete shall correspond with the edges of planned traffic lanes. Longitudinal joints in other layers shall be offset not less than 6 inches nor more than 12 inches alternately each side of the edges of traffic lanes.

Longitudinal joints may be constructed in any manner that provides for a minimum relative compaction of not less than 89.0 percent of the theoretical maximum density AND to not less than 92.0 percent of laboratory test maximum density (LTMD), provided the method(s) employed provide for the geometric, conveyance of public traffic, and safety requirements of the project.

The Engineer may, at their discretion, test the density of the longitudinal joint with a calibrated nuclear density gauge or through the use of 6-inch diameter cores obtained directly on the longitudinal joint.

If approved by the Engineer in writing, the Contractor may use rubberized asphalt crack sealer, Crafco Pavement Joint Adhesive or a similar approved product in accordance with the manufacturer's recommendations and the longitudinal joint density requirements will be waived.

6.3 COMPACTING EQUIPMENT

A sufficient number of rollers shall be provided to obtain the specified compaction and surface finish required by this Section. Rollers shall be sized to achieve the required results.

Rollers shall be equipped with pads and water systems that prevent sticking of the asphalt concrete mixtures to the pneumatic or steel-tired wheels. A parting agent that will not damage the asphalt concrete mixture may be used to aid in preventing the asphalt concrete mixture from sticking to the wheels. Pneumatic-tired rollers shall be skirted to retain heat in the pneumatic tires.

Asphalt concrete shall be compacted to not less than 92.0 percent or more than 97.0 percent of theoretical maximum density AND to not less than 95.0 percent of laboratory test maximum density (LTMD) and shall be finished to the lines, grades, and cross sections shown on the plans. The asphalt concrete shall be produced and compacted within the temperature ranges recommended by the asphalt binder supplier. No rolling will be permitted after the asphalt concrete temperature is below 160° F.

Percent of theoretical maximum density and LTMD shall be determined in conformance with the requirements in California Test 375 except the test maximum density requirements in Part 5, "Determining Test Maximum Density," shall include California Test 309 requirements for theoretical maximum density in addition to LTMD, and the selection of testing locations will be as determined by the Engineer. At the option of the Engineer, acceptance testing for compaction may be performed using cores only in accordance with California Test 308.

Asphalt concrete placed in dig outs, as a leveling course, for slope correction, for detours not included in the finished roadway prism, in areas where in the judgment of the Engineer compaction or compaction measurement by conventional methods is impeded or on the uppermost lift of shoulders with rumble strips shall be compacted by a method approved by the Engineer.

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities. Ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other suitable means. The use of equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued.

When a straightedge 12 feet ±0.2-foot long is laid on the finished surface and parallel with the centerline, the surface shall not vary more than 0.1-inch from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.20-inch are present when tested with a straightedge 12 feet ±0.2-foot long in a direction transverse to the centerline and extending from edge to edge of a 12-foot wide traffic lane.

When abrasive grinding is used to bring the top surface of the uppermost layer of asphalt concrete surfacing within the specified surface tolerances, additional abrasive grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel with, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within a ground area. Ground areas shall be neat rectangular areas of uniform surface appearance and shall be sealed with an asphaltic emulsion at a rate approved by the Engineer.

7.0 ACCEPTANCE OF WORK

7.1 General

Work determined to be in conformance with the provisions of this Section will be accepted and paid for at the contract price per linear foot of trail for asphalt concrete.

The Engineer may reject a quantity of material that is determined to be defective based on visual inspection.

If the test results for a quantity of asphalt concrete indicate that the requirements of this section have not been met, the asphalt concrete represented by that failure may be rejected.

Plant mix asphalt pavement shall be accepted on the basis of surface tolerance, density, thickness, conformance with the tolerances of the job mix formula, and the Marshal properties required in this section.

Asphaltic concrete paving will be accepted for density on a 'lot' basis. A lot will consist of 500 tons of asphaltic concrete or portion thereof exceeding 500 tons for each day's placement, with each day's placement consisting of at least one lot. Each lot will be tested for field density and mix property compliance.

Special attention is made to section 39-3.05, CALTRANS Standard Specifications. When asphalt concrete is stored, and it shall only be stored in appropriate silos. Asphalt concrete shall NOT be stockpiled prior to delivery to the jobsite and shall be cause for rejection. (CALTRANS Section 6-1.04 relates authorization to reject defective materials.)

Each lot of compacted pavement will be accepted, with respect to relative compaction, when the average relative compaction is equal to or greater than 92 percent, using the Theoretical Maximum Rice Specific Gravity in the determination of relative compaction.

If the average relative compaction is less than 92 percent, the completed pavement will be accepted or rejected based on the sliding scale Pay Factor, Table 1, Section 39-9.09 - 'Payment' - unless mitigated in accordance with Section 39-9.06 - 'Mitigation of Unacceptable Asphalt Concrete Pavement.' If allowed by the governing Agency, asphalt concrete pavement may be accepted for density by lot on the basis of relative compaction as compared to Marshall density as determined by ASTM D 1559 (50 blows each face for

local residential streets, collector streets, and parking lots; 75 blows each face for arterial or any street with greater than 5 percent truck and/or bus traffic). Relative compaction shall not be less than 95 percent.

8.0 Mitigation of Unacceptable Asphalt Pavement

8.1 Unacceptable Surface Tolerance

Unacceptable surface tolerance shall be corrected by either overlaying or grinding with an application of a Type III slurry seal as directed by the City Engineer. In areas to be corrected with an overlay, grinding may be necessary to provide for a minimum 1.5 inch overlay and butt joints where matching existing pavements.

8.2 Unacceptable Density

Unacceptable density, low asphalt cement content, or high air voids of the in place pavement shall be corrected as follows:

Rice Theoretical Maximum	
Relative Compaction	Mitigation
Less than 92% but greater than 89.5%	Type II slurry seal and sliding pay factor
Less than 89.5%	Remove and Reoplace

8.3 Unacceptable Air Voids

Air Voids – In Place Pavements	Mitigation
Air void greater than 8% but less than 11%	Type II slurry seal
Air void greater then 11%	Remove and replace or 1 ½ in overlay

8.4 Acceptance Testing

The City Engineer or designee may assure conformance to contract specifications by review of the Contractor's mix design proposal, by inspection of the Contractor's procedures, by oversight of the Contractor's quality control inspection and records, and by independent verification sampling and testing of the asphalt binder, aggregates, and asphalt concrete during asphalt concrete production and placement and after compaction. Acceptance tests will be performed using the same test methods used for quality control testing.

Cut samples taken shall be used to determine conformance with thickness specifications. The average thickness of cores shall be at least equal to the specified minimum thickness

of the asphalt concrete pavement with no single core less than 1/2 inch thinner than the specified minimum thickness.

The City Engineer or designee may test the asphalt, aggregates or asphalt concrete mixture to determine conformance with the provisions in this Section at their discretion, including whenever an asphalt concrete mixture or ingredient appears defective or inconsistent or whenever a test result indicates a change in the characteristics of the asphalt concrete mixture or an ingredient.

If the City Engineer or designee performs acceptance testing, the minimum frequency of testing will be one sample and test for each day's or partial day's production.

Asphalt, aggregates or asphalt concrete that does not conform to the requirements of this Section for aggregate quality or gradation, mixture volumetric properties, and/or density, including density of longitudinal joints, may be rejected.

The City Engineer may reject asphalt concrete that has stability test results less than or equal to 26 for Type A or 24 for Type B.

The Contractor may witness assurance sampling and testing. However, the Engineer will not be required to notify the Contractor of anticipated sampling schedules or locations and will not delay sampling or testing if the Contractor is unable to attend. The Contractor shall not use samples taken for assurance testing for testing and submittal as a quality control test result. Asphalt concrete shall conform to the requirements of Section 39.

Asphalt will be tested for density on a lot basis. A “lot” for density determination will consist of 500 tons of bituminous concrete or portions thereof exceeding 500 tons for each day's placement with each day's placement consisting of at least one “lot.”

The Theoretical Maximum Specific Gravity of the asphalt concrete shall be used in the determination of relative compaction and shall be performed in accordance with ASTM D 2041.

At least one Theoretical Maximum specific gravity determination shall be made for each “lot” to be tested. Additional Maximum Specific Gravity tests may be performed at the discretion of the City Engineer and at the request of the Contractor and at the Contractor's expense. If more than one determination is made the average for the lot shall be used.

8.5 Contractor Quality Control

Quality control, sampling, testing, and inspection shall be provided during asphalt concrete work. Sampling, testing, and inspection shall be performed at a rate sufficient to ensure that the asphalt concrete product conforms to the requirements in this Section.

The Contractor shall obtain a one-quart sample of the asphalt binder in conformance with the provisions in this Section for each day of asphalt concrete production. Modified

binders shall be canned in one-quart cylindrical cans with open top, friction lids. The Contractor shall clearly identify the samples with project name, Contractor, Supplier, grade of asphalt, and date(s) sampled; and make the sample(s) available to the City Engineer. Each sample will represent the asphalt concrete produced during the day of sampling, and shall be delivered to the Engineer no later than the next working day unless otherwise approved by the Engineer.

The Contractor shall provide certified test results for theoretical maximum density and LTMD using the methods specified herein as often as necessary to represent the material being produced and placed. The City Engineer retains the option to core, remove the cut aggregate from the core(s), reheat, and determine theoretical maximum density and LTMD values for acceptance testing.

Providing quality control, sampling the asphalt binder, and providing theoretical maximum specific gravity and LTMD values shall be considered as included in the prices paid for asphalt concrete and no additional compensation will be allowed therefor.

8.6 Measurement and Payment

The quantity asphalt concrete of the type(s) designated in the Engineer's Estimate to be paid for shall be the combined weight of the mixture determined in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Insufficient thickness shall be corrected by either removal and replacement, or by placement of a minimum thickness 1 1/2 inch overlay. Grinding may be necessary to eliminate the problems associated with raising of finish grade as determined by the City Engineer, but in all cases, the outside perimeter of the corrective overlay shall be placed as a flush butt-joint formed by grinding of existing pavement.

Quantities of paving asphalt, liquid asphalt, and asphaltic emulsion to be paid for as contract items of work will be determined in conformance with the provisions in Section 92, "Asphalts," Section 93, "Liquid Asphalts," or Section 94, "Asphaltic Emulsions," of the Standard Specifications.

When recorded batch weights are printed automatically, these weights may be used for determining pay quantities if the printed batch weights conform to the following:

1. Total aggregate and supplemental fine aggregate weight per batch shall be printed. When supplemental fine aggregate is weighed cumulatively with the aggregate, the total batch weight of aggregate shall include the supplemental fine aggregate.

2. The total bitumen weight per batch shall be printed. Zero-tolerance weight shall be printed before weighing the first batch and after weighing the last batch of each truckload.

3. A copy of the recorded batch weights shall be certified by a licensed weighmaster and submitted to the Engineer.

4. Pavement reinforcing fabric (when specified) will be measured by the square yard for the actual pavement area covered.

8.7 Payment

Asphalt concrete placed in the work, unless otherwise specified, will be paid for at the contract price per linear foot for asphalt concrete of the type(s) designated in the Engineer's Estimate.

Unacceptable asphalt concrete pavement that exhibits high air voids from low density and/or low asphalt cement content shall be penalized unless mitigated in accordance with Section 39-9. The City will withhold the penalty portion of asphalt pavement payment with monies or bond deposited with the Agency.

TABLE 1
SLIDING SCALE PAY FACTORS

Average Percent Rice Relative Compaction per Lot	Percent Payment
92 and higher	100
91%	95
89.5%	90
Less than 89.5%	0

When there is a contract item for asphalt concrete (leveling), quantities of asphalt concrete placed for leveling will be paid for at the contract price per ton for asphalt concrete (leveling). When there is no contract item for asphalt concrete (leveling), and leveling is ordered by the Engineer, asphalt concrete so used will be paid for at the contract price per ton for asphalt concrete and no additional compensation will be allowed, therefor.

The miscellaneous areas to be paid for at the contract price ton for place asphalt concrete (miscellaneous area) in addition to the prices paid for the materials involved shall be limited to ditches, overside drains, aprons at the ends of drainage structures.

When there is a contract item for paint binder (tack coat), the quantity of asphaltic emulsion or paving asphalt used as paint binder (tack coat) will be paid for at the contract price per ton for paint binder (tack coat). When there is no contract item for paint binder (tack coat), full compensation for furnishing and applying paint binder (tack coat) shall be considered as included in the contract price paid per ton for asphalt concrete of the type(s) designated in the Engineer's Estimate and no separate payment will be made therefor.

When there is a contract item for fog seal coat, the quantity will be paid for by the ton as provided in Section 37-1, "Seal Coats," of the Standard Specifications.

No adjustment of compensation will be made for an increase or decrease in the quantities of paint binder (tack coat) or fog seal coat required, regardless of the reason for such increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the items of paint binder or fog seal coat.

The contract price per linear foot of Bike Trail Pathway shall include asphalt concrete, aggregate base, lumber, geotextile, infiltration trench, and snow poles. The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in producing, hauling, and placing asphalt concrete, including preparation of the mix design, treatment with hydrated lime or liquid antistrip if necessary, and all necessary quality control, complete in place, as shown on the plans, as specified in this Section of these Special Provisions, and as directed by the Engineer.

Payment for AC patch shall be included in the price per square foot of pedestrian ramp and includes excavation, grading, backfill, compaction of subgrade, and furnishing, placing and compacting aggregate base; placing AC patch including labor materials and equipment, and furnishing and installing detectable warning plates and other appurtenances for a complete installation as indicated on the plans.

10-1.27 HIGH DENSITY POLYETHYLENE PIPE (HDPE)

High Density Polyethylene Pipe Culverts (HDPE, Type S) shall conform to the provisions of Section 64, "Plastic Pipe," of the Standard Specifications and these special provisions.

Pipe facilities shall be constructed as shown on the plans. The Contractor shall clean the interior of the pipeline as work progresses and the pipeline shall be clear and free of debris and sediment before acceptance by the City. No trenches shall remain open during non-working hours unless approved by the Engineer.

The Contract unit price per linear foot paid for the various sizes of HDPE shall include full compensation for all labor, materials, equipment and incidentals necessary for complete installation, including saw-cutting, asphalt concrete and concrete removal, excavation, pipe bedding, pipe, pipe fittings, concrete encasement as necessary, rock at inlet and outlet, backfill and compaction, aggregate base, and asphalt concrete paving, and no additional payment shall be allowed therefor.

10-1.28 TYPE B1 SEDIMENT TRAP

Sediment Traps shall conform to the provisions of Section 65, "Reinforced Concrete Pipe" of the Standard Specifications and these special provisions.

CMP Sediment Traps shall consist of a 48-inch RCP pipe section configured vertically, installed in-line as a sump to retain and collect sediments. Fabrication shall include pipe stub-outs with required couplings, top cover of types as shown on the plans, grate fabrication on outlets, perforations if required on the plans for infiltration, drain rock, rock rip-rap and associated concrete as required for forming base. Pipe stub-outs shall be minimum two feet long and maximum four feet long.

Where the depth of drainage structures (Sediment Traps, etc.) exceeds 4 feet measured from the top of grate to the floor of the structure, install steps or ladders with the lowest rung 1-foot above the floor and highest rung not more than 6-inches below the top of grate. The distance between steps shall not exceed 12-inches and shall be uniform throughout the length of the wall. Place steps in the wall without an opening. Step inserts may be substituted for the bar steps. Step inserts shall comply with State Industrial Safety Requirements. See Caltrans Standard Plan D75C for step details.

Full compensation for the contract unit price per each shall include furnishing all labor, materials, tools, equipment and incidentals necessary to install Type B2 RCP Sediment Trap, including, but not limited to all labor, tools, equipment, materials, sawcutting, curb and gutter and asphalt removal, excavation, backfill, pipe, base, cover, filter fabric, flat concrete top, frame and cover, asphalt paving and incidentals is included in the Contract unit price paid per each for Double Barrel Sediment Trap and no additional compensation will be allowed therefor.

10-1.29 PORTLAND CEMENT CONCRETE

Curb and Gutter, Valley Gutter and Curb Outlet shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications, except that in no case shall the cement content be less than 658 pounds per cubic yard, the control joints shall be located at intervals not exceeding 6 feet and the expansion joints shall be located at intervals not exceeding 18 feet. An air-entraining admixture conforming to the requirements of Section 90-4, "Admixtures," of the Standard Specifications shall be added to the concrete to result in an air content of seven (7) percent, plus or minus one and one-half (1-1/2) percent in the freshly mixed concrete. Curing of concrete shall conform to one of the methods included in Section 90-7 of the Standard Specifications. Selection of a particular curing method for each concrete structure shall be subject to approval of the Engineer. Curing compound shall be clear.

At the City's option, test cylinders for compressive strength testing may be taken by the City or its representative from each load of concrete delivered to the site for construction of concrete Curb and Gutter, Cut Off Curb, Flared Curb Transitions or Curb Outlets. Cylinders will be tested in accordance with the provisions of Section 90-9.01 of the Standard Specifications. The costs of all such tests will be borne by the City. In the case of test failure, a copy of the test report for the failed concrete will be provided to the Contractor. It shall be the Contractor's responsibility to replace or repair, to the satisfaction of the Engineer, the portion of the work in which the unacceptable concrete was used. The cost of additional testing for the portion of the work which is replaced or repaired shall be borne by the Contractor.

Where the plans show a connection to an existing curb and gutter, the new work shall join the existing curb and gutter so as to form a smooth transition and shall not result in abrupt changes in grade or shape in the completed work. The Curb and Gutter, Valley Gutter and Curb Outlets shall be constructed according to the Drawings, the Standard Specifications and these special provisions. Curb and Gutter shall be constructed over 8 inches of Class 2 aggregate base. The aggregate base shall be compacted to 95% relative compaction. For rolled and vertical curb sub-base under the aggregate base shall be compacted to 90% relative compaction for a depth of 8

inches. For valley gutters the native sub-grade shall be compacted to 90% relative compaction for a depth of 6 inches.

The Contractor shall determine the mix proportions for all concrete to be used and submit a copy of the mix design to the Engineer five days in advance of planned work. No concrete shall be used in the work until the mix design is approved by the Engineer.

No admixtures other than those listed in these specifications shall be added to concrete without prior approval of the Engineer.

All Curb and Gutter, Valley Gutter, associated aggregate base and pavement patch, shall be considered in the price per square foot of pedestrian ramp and no additional compensation will be allowed therefor. This includes removal of curb and gutter in places where a pedestrian ramps will be placed. A 2 foot patch of asphalt shall also to be removed and replaced where curb and gutter has been removed and replaced according to the plans.

Pedestrian ramps and ADA pads installed will conform with section 90 “Concrete” of the Standard Specifications.

Concrete shall be 4000 psi with jointing shall be as indicated on the plans. The contractor must use the curing compound method, the curing compound shall be curing compound (6) conforming to the provisions in Section 90-1.03B “Curing Compound Method,” of the Standard Specifications. The curing compound shall be applied in a manner that will provide a complete coating of all exposed faces of the concrete surface.

Contractor shall note that final longitudinal, cross slopes and wings for PCC ADA pedestrian ramps conform to the American Disabilities Act Accessibility Guidelines (ADAAG) and no direct payment shall be made for field changes to comply with ADAAG.

ADA Detectable warning plates shall be the type called out on the plans. At all accessible ramps, install detectable warnings as shown on the plans and per the manufacturer’s recommendations.

Payment for Pedestrian Ramp and ADA pads shall be included in the price per square foot of pedestrian ramp and includes excavation, grading, backfill, compaction of subgrade, and furnishing, placing and compacting aggregate base; placing concrete and reinforcement necessary to install concrete improvements including labor materials and equipment, and furnishing and installing detectable warning plates and other appurtenances for a complete installation as indicated on the plans.

10-1.30 ROCK SLOPE PROTECTION

Rock for use in Rock Slope Protection shall be of the type and size indicated on the plans and shall conform to the provisions in Section 72-2, "Rock Slope Protection," of the Standard Specifications and these special provisions.

Rock size shall be as shown on the plans. Rock shall be angular and of a color that matches native materials found in the Lake Tahoe Basin. A sample of the proposed rock shall be submitted to the Engineer a minimum of ten (10) working days prior to constructing any of the proposed improvements specified in this section. Rock color shall be approved by the Engineer in writing prior to the Contractor installing the rock.

Only equipment that can be safely operated in the confined construction corridor will be permitted, because of the confined linear nature of the drainage ditches and other areas where rock rip-rap is to be placed, and hand placement or manipulation of rock is required by the Engineer to achieve the required ditch configuration. Local surface irregularities of the rock rip-rap shall not vary from the planned slopes by more than 4-inches measured at right angles to the slope.

The Contract unit price paid per linear foot for the following items: 18" HDPE is included in compensation for installation of culvert. The work shall include, furnishing all labor, material, equipment and incidentals to construct rock slope protection as described in the plans, and no additional compensation will be allowed therefor.

10-1.31 EXISTING FACILITIES

The following Contract items: Demolition, and relocation of existing facilities shall be as shown on the plans and shall conform to the provisions of Section 15, "Existing Facilities" of the Standard Specifications.

The work performed in connection with demolition or removal of various existing facilities, vegetation, or soil material as indicated on the plans or otherwise required to construct the improvements shown on the plans shall conform to the provisions of section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

Existing facilities include: Removal, existing culverts, drainage facilities, pipes, and, backfill, compaction, the repair and placement of AC pavement or curb and gutter as shown on the plans, fence removal, sign relocation, tee box relocation, and boulder relocation. Surplus existing AC pavement from excavation and/or trenches shall become the property of the Contractor and shall be removed and disposed of outside of the highway right of way in accordance with the provisions in Section 7-1.13, "Disposal Of Material Outside The Highway Right Of Way," of the Standard Specifications, outside of the Tahoe Basin, and in accordance with these Special Provisions.

Where a portion of existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 2.5 inches before removing the surfacing. If sawcut pavement is damaged before paving, it is the Contractor's responsibility and at his expense, to recut any damaged portion before paving.

Full compensation for cleaning of portions or entire lengths of existing culverts and existing storm drain facilities as shown on the plans or as directed by the Engineer is included in other items of work and no additional compensation will be allowed therefor.

Prior to the start of construction, the Contractor shall perform a comprehensive photographic and video survey of all existing facilities, utilities, pavement, structures, and other improvements within the project limits. The survey shall document the pre-construction condition of all elements that may be impacted by construction activities. Photographs and video shall be high-resolution, time-stamped, and clearly labeled to indicate locations and key features. The Contractor shall submit digital copies of all documentation to the Engineer for review and record-keeping prior to mobilization. In the event of a dispute regarding damage to existing facilities, these records shall serve as the basis for determining the pre-existing condition. Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved, and no additional payment will be made therefor.

Existing concrete, bituminous surfacing and aggregate base required to be removed to construct proposed improvements as shown on the plans or directed by the Engineer, shall be neatly sawcut and then removed and disposed of in accordance with local ordinances. Concrete or asphalt concrete shall be removed from the sawcut to the right of way in areas where curb and gutter is to be installed. The outline of the excavated area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.25-foot before removing asphalt concrete surfacing. Asphalt concrete outside the area marked for removal that is damaged during the removal operation shall be replaced at the Contractor's expense. Any asphalt concrete removed without previously acquiring permission from the Engineer shall be replaced by the Contractor at the Contractor's expense.

All other removals of concrete, asphalt, and aggregate base shall be considered as included in the contract lump sum price for demolition, and no additional compensation will be allowed, therefor.

Full compensation for saw cutting, removal, and disposal of existing asphalt concrete is included in other items of work, and no additional compensation will be allowed.

Full compensation for the removal of the existing fence shall be included in the contract unit price for Demolition, paid as a lump sum that includes all labor, materials, tools, equipment, and incidentals and for all work involved in removing and hauling the fence; no additional compensation will be allowed therefor.

Full compensation for the relocation of the existing disc golf facilities, boulders and signs shall be included in the contract lump sum price for Adjusting Existing Facilities that includes all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing and hauling the fence; no additional compensation will be allowed therefor.

The Contractor shall preserve any found existing monuments per the State of California Business and Professions Code Section 8771. The Contractor shall retain a licensed land surveyor in the State of California to complete a Pre-Construction Survey Form and, upon completion of the Project, to complete a Certificate of Compliance to confirm the monuments were not disturbed. If the Contractor disturbs or removes any monuments in the project area, the Contractor shall

replace the monuments, set by a licensed land surveyor in the State of California, and file with the County at the Contractor's expense.

10-1.32 REVEGETATION

GENERAL

The Contractor shall perform all revegetation work as specified herein and in accordance with the provisions of these Special Provisions, the Plans, and the Standard Specifications. The revegetation work shall consist of all site preparation associated with the revegetation treatments and shall include topsoil salvage, seedbed preparation, soil amending, application of soil inoculants, seeding, mulching with tackifier, and installation of erosion control blankets, in accordance with the requirements as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. Revegetation shall progress in an order submitted by the Contractor and as approved by the Engineer.

Additionally, revegetation efforts shall include the restoration of the existing use trail where proposed trail does not cover. Restoration shall be achieved through soil preparation, seeding, mulching, and any other necessary means to ensure the bike trail is integrated into the natural landscape and stabilized to prevent erosion. The revegetation shall be type TT2. The Contractor shall coordinate with the Engineer to identify sections of the bike trail requiring revegetation.

Soil disturbance shall be minimized and limited to those areas that require treatment. All existing vegetation within the project limits not designated for removal shall be protected per the requirements of Section 10-1.14, Tree and Vegetation Protection, of these Special Provisions. Any existing vegetation damaged shall be replaced by the Contractor in accordance with these Special Provisions.

The Contractor shall request that treatment types and boundaries are located by the Engineer prior to progressing with the work. All revegetation work shall be performed by a licensed and qualified landscape contractor (C-27).

All revegetated areas shall be maintained for one year following completion of the revegetation work.

SITE PREPARATION AND GRADING

Soil disturbance shall be minimized and limited to those areas that require treatment. All existing vegetation within the project limits not designated for removal shall be protected. The Contractor shall replace any vegetation seriously damaged at their expense.

All compacted soils in the project area shall be loosened as needed to a depth of 6 inches unless otherwise specified or directed by the Engineer. Soils shall be loosened so that no soil clods are larger than an average of 1 inch in diameter. Final surfaces shall be non-uniform, rough, and

natural in appearance, with the exception of swales, which shall be raked smooth prior to blanket installation.

During clearing and grubbing, the General Contractor shall stockpile vegetation and topsoil for reuse in the project area. Topsoil shall be re-applied in all basins and channels. Vegetation shall be chipped and used with topsoil for a topsoil/organic matter application. Contain material with proper Best Management Practices such as silt fence or fiber rolls. Topsoil may not be stockpiled for more than two months.

TREATMENT TYPES

Treatment Type 2 (TT2). Areas disturbed by construction and staging activities and areas existing compacted areas designated on the plans for restoration. Do not disturb existing vegetation. Loosen soils with hand tools. Apply soil amendments and soil inoculants, incorporate. Hand broadcast seed, incorporate. Apply wood chip mulch with 500 lbs/acre wood fiber mulch and 150 lbs/acre tackifier.

SUBMITTALS

The Contractor will be required to submit to the Engineer material samples or labels for the following materials. The Contractor shall submit a proof of purchase/orders for materials within 30 days of the Contract award to the C-27. Proposed substitutions must be submitted in writing for approval by the Engineer.

Seed
Soil Amendments
Soil Inoculants
Wood Chips
Tackifier
Construction Schedule and Order of Work

MATERIALS

Salvaged Topsoil and Organic Matter. Salvage all available topsoil to a depth of approximately 6 inches and stockpile on site at a location approved by the Engineer. Contain piles with silt fence, sediment logs, or other approved BMPs until re-use.

Seed. All seed shall conform to all laws and regulations pertaining to the sale and shipment of seed required by the California Food and Agricultural Code of 1982, Regulations of 1983, and the Federal Seed Act. Seed shall be TRPA-approved species. For rabbitbrush and sagebrush, test seed within 6 months prior to seeding, unless otherwise directed by the Engineer. All other seed must be tested within 12 months of application date. Seed tags must reflect the most recent test date. Submit original seed tests by lot number to the Engineer a minimum 30 days prior to application for approval. Following approval by the Engineer seed may be mixed and delivered to the site. Deliver all seed to the project site in sealed bags with proper labeling. Weed seed shall not exceed 0.25% of the pure live seed specified and shall not include any seed of

cheatgrass, (*Bromus tectorum*) or sweet clovers (*Melilotus officinalis, M. alba*). Crop seed shall not exceed 0.50%

Seed tags shall show the following information:
Scientific name
Common name
Lot number
Percent purity
Percent germination, including hard and dormant seed
Percent weed seed
Percent crop seed

Requests for substitute species, and/or varieties must be submitted in writing. Written approval from the Engineer is required for all requested substitutions.

Table 1. Revegetation Seed Mix

Botanical Name	Common Name/Variety	**PLS lbs/acre**
Achilles mille folium	Yarrow	0.20
Artemisia tridentata ssp. vaseyana	Mtn. Sagebrush	1.00
Achnatherum occidentalis	Western needlegrass	1.00
Bromus carinatus	California Brome, 'Bromar'	4.00
Chrysothamnus nauseosus	Rabbitbrush	1.00
Elymus elymoides	Squirreltail	4.00
Elymus glaucus	Blue wildrye	2.00
Elymus trachycaulus	Slender wheatgrass, 'Pryor'	4.00
Eriogonum umbellatum	Sulfur buckwheat	1.00
Linum lewisii	Lewis flax. 'Apar'	0.50
Lupinus argenteus	Silver lupine	0.50
Poa ampla	Big bluegrass, 'Sherman'	2.00
Purshia tridentata	Antelope bitterbrush	1.00
Totals		**22.20**

Soil Amendments. Amendments shall be a combination of Kiwi Power and Sustane 4-6-4 or Kiwi Power and Biosol, or approved product equals.

Table 2. Soil Amendments

PRODUCT	COMPONENT	ANALYSIS	RATE OF
Kiwi Power	Spirostant	20.00%	5 gal/acre
	Parigenin	10.62%	
	Sarsaponin	10.00%	
	Inert Ingredients	24.61%	
	Sarsapogenin	11.52%	

	Humic Acid	10.00%	
	Cytokinin	00.25%	
Biosol 7-2-3	Fungal/bacterial	94.00%	1800 lbs/acre
	Water	06.00%	
	Nitrogen (Total)	07.00%	
	Nitrogen (Water	0.50%	
	Avail. Phosphoric	2.00%	
	Soluble Potash (K2O)	3.00%	
	Ph (approximate)	5.4	
	Heavy Metal Content		
	Copper (Cu)	11.800	
	Iron (Fe)	01.865	
	Nickel (Ni)	05.250	
	Chromium (Cr)	06.000	
	Lead (Pb)	02.250	
	Cadmium (Cd)	00.092	
	Zinc (Zn)	65.000	
Sustane 4-6-4	Ammoniacal N	00.4%	2000 lbs/acre
	Water Soluble N	00.4%	
	Water Insoluable N	03.2%	
	Manganese	00.05%	
	Zinc	00.04%	
	Sulphur	01.00%	
	Magnesium	00.80%	
	Calcium	04.00%	

Soil Inoculants. Mycorrhizal inoculants shall consist of spores, mycelium, and mycorrhizal root fragments in a solid carrier suitable for handling by dry application. The carrier shall be the material in which the inoculum was originally produced, and may include organic materials, vermiculite, perlite, calcined clay, or other approved materials consistent with proper application and good plant growth.

Each endomycorrhizal inoculum shall carry a supplier's guarantee of number of propagules per unit weight or volume of bulk material. Species shall be 50% *Glomus intraradices* (Utah), 25% *Glomus intraradices* (Arizona), and 25% *Glomus etunicatum*. The inocula shall contain at minimum 120 spores per gram. Product bag shall be labeled with a lot number and the harvest date of the inocula. One-ounce sub-samples shall be made available to the Engineer thirty days prior to application for verification of species and spore counts. Inocula shall be transported and stored in areas with a temperature of less than 90 º F. Use a dust mask when handling the material.

Wood Chips. Wood chips shall be manufactured from clean wood. The particle size of the chips shall be between 0.5 inch and 3 inches in length and not less than 0.5 inch in width and 0.125

inch in thickness. Wood chips shall be at minimum equal to Caltrans specification 20-2.08. At least 95 percent by volume of wood chips shall conform to the sizes specified. The Revegetation Specialist shall approve material prior to application.

Tackifier. Material shall be of an organic, plant-derived substance containing psyllium, guar gum, or starch, such as PT-TAC, Reclamare, M-Binder, Eco-tak, or approved equal. Material shall form a transparent 3-dimensional film-like crust permeable to water and air and containing no agents toxic to seed germination.

INSTALLATION OF TREATMENTS

Contractor shall notify the Engineer no less than 72 hours in advance of revegetation work and shall not begin the work until prepared treatment areas have been approved. All work shall take place in the fall and prior to October 15 unless other wise approved by the Engineer, or where sites are irrigated.

Preparation of Seed Beds. All compacted soils shall be thoroughly loosened to a depth of up to 6 inches as with hand tools, an agricultural disc, rippers, or other equipment approved by the Engineer.

Application and Incorporation of Salvaged Topsoil. Incorporate with shovels and rakes, the bucket of a backhoe, rototiller, or other approved equipment.

Application of Soil Inoculant and Soil Amendments. A dust mask must be used when handling inoculants. Apply inoculants at 60 lbs/acre with amendments. Hand broadcast or apply hydraulically. Incorporate by raking or other approved method.

Seeding. All seeding shall be in between September 1 and October 15 unless otherwise approved by the Engineer. Seed shall be uniformly broadcast with hand-held seeders or approved equal over prepared areas and lightly raked to incorporate to a depth of ¼ inch to ½ inch. Seed shall not be left uncovered more than 24 hours unless otherwise approved by the Engineer. Seeding shall not occur under conditions that would allow the seed to become windborne (greater than 5 mph).

Mulching. Clean wood chips shall be evenly applied to a depth of approximately .5 inches for approximately 40 cubic yds/acre. Pine needles shall be applied to a maximum depth of ½ inch (approximately 16,000 lbs/acre).

Mulch Anchoring. Pine needles or wood products shall be anchored with mulch and tackifier. A hydroseeder with a paddle wheel agitator shall be used to evenly apply the mixture at the following rates under suspension unless otherwise approved. Mix in accordance with the following:

Wood-cellulose fiber mulch:	500 lbs/acre
Tackifier:	150 lbs/acre
Water:	As needed

Mulch Application. Mix HydroStraw and tackifier in a tank equipped with an agitator so a uniform suspension is achieved. Apply the slurry within one (1) hour. Apply at a rate of 3,500 lbs/acre and 150 lbs/acre tackifier.

MAINTENANCE

Maintain all areas for one year so that there is no evidence of erosion, such as rills or gullies. The maintenance period begins on the date following the last installation. Maintenance may include re-application of seed, mulches, and tackifiers. During the 1-year maintenance period, seeded areas shall be kept free from noxious weeds at all times. The Engineer will identify noxious weeds requiring immediate removal. If at any time it is deemed that proper maintenance is not being performed, the countdown for the 1-year maintenance period shall be stopped and not resumed until the project is brought up to the specifications and proper maintenance is resumed.

PERFORMANCE STANDARD AND ACCEPTANCE

Contractor shall guarantee revegetation for a period of one (1) full growing season after completed seeding as follows.

Revegetated areas will be inspected by the Engineer at completion of installation and accepted subject to compliance with specified materials and installation requirements. Following two full growing seasons after treatment, Contractor shall be responsible for 20% coverage by seeded species and 90% mulch such that there is no significant evidence of rills, gullies or other evidence of erosion. If specified coverage is not achieved, the Contractor may be required to re-seed, re-soil amend, and/or re-mulch. The Engineer, upon Contractor's request, will make final inspection and acceptance at the conclusion of the maintenance period, one full year following completion of the revegetation work. Provide the Engineer notification at least 10 working days before requested inspection date.

PAYMENT

The Contract lump sum price for Adjusting Existing Facilities includes full compensation for furnishing all labor, material, equipment and incidentals necessary to install the Treatment Type 2 Revegetation behind curb, all disturbed areas and staging areas. The work shall include, but not be limited to, preparing soil and applying soil amendments, soil inoculants, mulch and tackifier as described within these special provisions.

10-1.33 SIGNS AND PAVEMENT MARKINGS

Signs installed will conform to Section 82 "Signs and Markers" of the Standard Specifications. The materials of the signs will conform to Section 82-2.02. Pavement markings shall comply with section 84 of the standard specifications. The material of the pavement markings shall conform with section 84-2.02 of the Standard Specifications. Traffic Sign Specifications for signs referenced with Federal MUTCD sign codes can be found in the Standard Highway Signs Book, administered by the Federal Highway Administration.

Temporary and permanent signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 25 feet. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over spray and aluminum marks. All sign posts and the back of all signs shall be powder coated flat black. All snow poles shall be installed as indicated on the plans.

Thermoplastic traffic stripe shall be applied in conformance with the provisions in Section 84, "Markings," of the Standard Specifications and these special provisions. Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in either State Specification PTH 02ALKYD or PTH 02HYDRO. All thermoplastic shall be 9mm thick after final application. Retroreflectivity of the thermoplastic traffic stripes shall conform to the requirements in ASTM Designation: D 6359 99. Yellow thermoplastic traffic stripes shall have a minimum initial retroreflectivity of 175 mcd□m 2□lx 1. Residue produced from recess construction shall be removed from the roadbed by use of vacuum equipment attached to the recess equipment. Residue from removal operations shall not be permitted to flow across the pavement nor to flow into gutters or other drainage facilities. Residue shall be removed from pavement surfaces concurrently with the recess construction process and before the residue is blown by action of traffic or wind. Thermoplastic traffic stripes (recessed) shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris. Thermoplastic traffic stripe will be measured in the same manner specified for thermoplastic traffic stripe in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications.

The RRFB shall be solar-powered, radio, push button activated warning system with crosswalk illuminator and comply with California MUTCD and Section 86 of the Standard Specifications. System shall include light bars, illuminator, solar panels, controllers and cabinet, pole assemblies and hardware, and static signage.

Payment for pavement markings shall be included in the contract lump sum price for pavement markings. Payment for Rectangular Rapid-Flashing Beacon shall be included in the contract lump sum price for RRFB. Payment for snow markers shall be included in the contract unit price per linear foot for Trail Pathway. Payment for the relocation of signs shall be included in the contract lump sum price for demolition. Payment for stop signs shall be included in the contract price per each. No additional compensation will be allowed therefor for any of the listed items in this section.

EXHIBIT A

BLOCK GRANT PROVISIONS (APPENDICES A, B, C1, AND C2)

APPENDIX A

GENERAL BLOCK GRANT CONDITIONS

1.01 Definitions. As used herein, "HUD" means United States Department of Housing and Urban Development. "Project Area" for the purposes of this Exhibit means the City of South Lake Tahoe.

1.02 Compliance with Applicable Federal Regulations. GRANTEE shall comply with the provisions of 24 CFR 570, Subpart J and K, describing other program requirements, and the provisions of 2 CFR 200, relating to the uniform administrative requirements in the acceptance and use of Federal funds.

1.03 If GRANTEE receives State or City funds, GRANTEE shall, in the use of those State or City funds adhere to the applicable Federal laws, regulations, policies, guidelines or requirements, herein specified, only in so far as adherence thereto would not be prohibited by valid City or State laws, regulations, policies, guidelines or requirements.

1.04 Applicable Federal Civil Rights Laws and Executive Orders. In providing the services and work set forth in this Agreement, GRANTEE shall carry out its work in a manner that will permit full compliance by City and strict adherence by GRANTEE with the following:

i. Title VI of the Civil Rights Act of 1964, which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance; and
ii. The Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity funded, in whole or in part, with funds made available pursuant to said acts; and
iii. Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act) which prohibits discrimination in the sale, rental, and financing of housing and the provision of brokerage services because of race, color, religion, sex, sexual orientation, actual or perceived gender identity, national origin, handicap, or familial status; and
iv. Executive Order 11063, as amended by executive Order 12259, which provides for equal opportunity in housing and related facilities provided by federal financial assistance. This order and its implementing regulations require the Department of Housing and Urban Development to take all actions necessary to prevent discrimination because of race, color, religion, sex, or national origin in the use,

occupancy, sale, leasing, rental or other disposition of residential property assisted with Federal loans, advances, grants or contributions; and

v. Executive Order 11246, (as amended by Executive Orders 11375 and 12086 and further amendments) Equal Opportunity Under HUD Contracts and HUD-assisted Construction Contracts, which requires that GRANTEEs and sub-recipients, and their sub-contractor, agree not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, actual or perceived gender identity, or national origin; and

vi. Section 3 of the Housing and Community Development Act of 1968 Pertaining to Employment Opportunities for Lower-Income Persons (12 U.S.C. 1701u), requires that, to the greatest extent feasible on projects financed by HUD, a sub-recipient must:

1. provide opportunities for training and employment, arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project, are given to persons with household income that is at or below 80% of the median income for South Lake Tahoe as defined by the Secretary of HUD residing within the South Lake Tahoe metropolitan area. Where feasible, priority should be given to residents within the service area of the project or the neighborhood in which the project is located who have household income that is at or below 80% of the median income for South Lake Tahoe as defined by the Secretary of HUD, and to participants in other HUD programs who have household income that is at or below 80% of the median income for the South Lake Tahoe area; and,
2. award contracts for work undertaken in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for persons residing within the metropolitan area in which the CDBG-funded project is located and have household income that is at or below 80% of the median income for South Lake Tahoe as defined by the Secretary of HUD. Where feasible, priority should be given to business concerns, that provide economic opportunities to residents within the service area or the neighborhood in which the project is located who have household income that is at or below 80% of the median income for South Lake Tahoe as defined by the Secretary of HUD, and to participants in other HUD programs who have household income that is at or below 80% of the median income for that area, and
3. self-certify whether they are a Section 3 business, employs Section 3 residents, or subcontracts with business that provide opportunities to low-income persons when an award of $200,000 or more of HUD funding is provided for housing rehabilitation, housing construction, or other public construction projects, and/or $100,000 or more to sub-contractors, and
4. at a minimum, provide documentation on federal compliance, reporting and outreach efforts; and

vii. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published which specify that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance; and

viii. The Age Discrimination Act of 1975, (Pub. L. 94-135), as amended, and implementing regulations when published for effect which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal assistance; and

ix. The requirements relating to Minority-Owned and Women-Owned Business Enterprises set forth in 2 CFR 200.321, Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637, a sub-recipient must exercise affirmative outreach efforts when soliciting bids for service or construction when the federal funds received by the sub-recipient or sub-contractor exceeds $10,000 and when the sub-recipient or sub-contractor is a for-profit organization/business; and

x. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A; and

xi. Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination on the basis of disability in employment and in public accommodations and commercial facilities and defines the range of conditions that qualify as disabilities, and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable – that is easily accomplishable and able to be carried out without much difficulty or expense; and

xii. The provisions of 24 CFR Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any GRANTEE's or sub during any period of debarment, suspension or placement in ineligibility status; and

xiii. Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq*.). This law provides that any grant under section 106 shall be made only if the GRANTEE certifies to the satisfaction of the Secretary of HUD that the GRANTEE will, among other things, affirmatively further fair housing; and

xiv. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq*., particularly 42 U.S.C. 6101 *ets. seq*., and 29 U.S.C. 794) and further amendments, which mandates that no person on the grounds of race, color, national origin, sex, sexual orientation, actual or perceived gender identity, age or religion shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with CDBG funds.

xv. Architectural Barriers Act of 1968 requires that federally funded buildings and other facilities, as defined in 24 CFR 40.2 and 41 CFR 101-19.602(2), to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people.

1.05 Relocation and Real Property Acquisition. GRANTEE shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and 24 CFR 570.606(b); and (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan (Plan) under section 104(d) of the HCD Act. Under the URA and the Plan, the sub-recipient must provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. All property occupants must be issued certain notices on a timely basis. The Plan also requires the one-for-one replacement of any occupied or vacant occupiable low/moderate-income housing that is demolished or converted to another use in connection with a CDBG-assisted project. Finally, the Plan requires the identification of the steps that will be taken to minimize displacement.

1.06 Political Reform Act. GRANTEE shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified in California Government Code Section 87000, et seq.) GRANTEE will promptly advise City of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

1.07 Flood Disaster Protection. Notwithstanding any other provision of this Agreement, GRANTEE shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to GRANTEE pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said moneys for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et. seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

1.08 Equal Employment Opportunity. In providing the work and services herein specified, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. GRANTEE shall take action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the City setting forth the provisions of this non-discrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its contracts for program work, and will require all of its GRANTEE's for such work to incorporate such requirements in all subcontracts for program work.

1.09 Prohibition of and Elimination of Lead-Based Paint Hazard. Notwithstanding any other provision, GRANTEE agrees to comply with the regulations issued by the Secretary of HUD set forth in 24 CFR 570.608 and all applicable rules and orders issued there under which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

1.10 Compliance With Clean Air and Water Acts. This Agreement is subject to 42 U.S.C 1857, et seq., and 33 U.S.C 1251 et seq., and the regulations issued pursuant thereto, therefore, GRANTEE agrees as follows:

i. GRANTEE stipulates that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20;

ii. GRANTEE agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, (33 U.S.C. 1318), as amended, relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;

iii. GRANTEE stipulates that as a condition for the award of the contract, prompt notice will be given of any notification received from the DIRECTOR Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities;

iv. GRANTEE agrees that criteria and requirements in subparagraphs (a) through (d) of this Section 1.09 will be included in every non-exempt subcontract and GRANTEE shall take such action as the City or HUD requires as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

1.11 Federal Labor Standards Provisions (Davis-Bacon Wage Rates). Except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) families, GRANTEE and all GRANTEE's engaged under contracts in excess of Two Thousand Dollars ($2,000) for the construction, completion or repair of any building or work financed in whole or in part with assistance provided under this agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state

or local law, nothing hereunder is intended to relieve GRANTEE of its obligation, if any, to require payment of the higher rates. GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and for such contracts in excess of Twenty Five Thousand Dollars ($25,000), 29 CFR 5a.3.

GRANTEE shall not award any contract or subcontract which is otherwise in compliance with this Agreement to any person or sub-contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

1.12 Copeland "Anti-Kickback" Act (all contracts in excess of $2,000)
GRANTEE must comply with the Copeland "Anti-Kickback" Act (18 U.S.C., Section 874), as supplemented in Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract

1.13 Nondiscrimination Under Title VI of the Civil Rights Act of 1964. GRANTEE under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under **24 CFR PART 1**. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that GRANTEE and the United States are beneficiaries of and entitled to enforce such covenant. GRANTEE, in providing the services and work it is to provide pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

1.14 Interest of Certain Federal Officials. No member of, or Delegate to, the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.

1.15 Conflict of Interest. No officer, employee, or agent of City who exercises any functions or responsibilities with respect to the CDBG program or to the services and work to be performed by GRANTEE pursuant to this Agreement, during such officer's, employee's, or agent's tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

GRANTEE shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this section.

1.16 Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

1.17 Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

1.18 Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to City and HUD for determination by HUD as to whether patent protection on such invention or discovery will be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

1.19 Political Activity.

i. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel, in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement, with the following: (1) any partisan or non-partisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of the CDBG Plan and/or Program, and participants whose principal employment is in connection with an activity financed by the CDBG Program or its proceeds are subject to limitation on

political activities under the Hatch Act (5 U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in non-partisan activities outside working hours.

ii. Lobbying Prohibited.

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the GRANTEE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The GRANTEE shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.20 Guidelines On Church-Related Activities.

i. Construction or Rehabilitation of Facilities. Block grant fund recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block grant

funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

ii. Public Services. Block grant funds may be used for the provision of public services under the following conditions:

1. The public services provided are exclusively non-religious in nature and scope;

2. There are no religious services, proselytizing, instruction, or any other religious influences in connection with the public services;

3. There is no religious discrimination in terms of employment or benefits under the public services; and

4. The CDBG funds may be used only for the provision of public services and not for the construction, rehabilitation or restoration of any facility owned by the religious organization where the services are to be provided. A narrow exception to this prohibition is that minor repairs may be made where such repairs (a) are directly related to the public services, (b) are located in a structure used exclusively for non-religious purposes, and (c) constitute in dollar terms a minor portion of the CDBG expenditure for the public services.

1.21 Resident Aliens (24 CFR 570.613). Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for the benefits under covered activities funded by the CDBG program. "Covered activities" are activities meeting the requirements of 24 CFR 570.208(a) that either (1) have income eligibility requirements limiting benefits exclusively to low- and moderate-income persons, or (2) are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (except for activities that benefit the public at large), and provide benefits on the basis of an application.

1.22 Environmental Requirements (24 CFR 570.604). GRANTEE is not allowed to incur program expenses until the City has performed an environmental review of the proposed activities, received the release of funds, and provided the GRANTEE with formal clearance to initiate them, along with directives for any action necessary to mitigate negative environmental impacts (24 CFR Part 58).

1.23 Historic Preservation. GRANTEE shall not violate provisions of the Historic Preservation Act and related laws and Executive Orders. Before any commitments are made to make any physical improvements or alterations or demolition of any

building, GRANTEE shall receive assurances from the City that the GRANTEE is in compliance.

1.24 Buy-America Preferences. Strengthening Buy-American Preferences for Infrastructure Projects. Recipients of covered programs (as defined in Executive Order 13858, 31 January 2019, and 2 C.F.R. §200.322 (Domestic preferences for procurements)) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under this Award.

APPENDIX B

Davis-Bacon Act WD # CA20250007 (Update by Bid Date)

"General Decision Number: CA20250007 07/04/2025

Superseded General Decision Number: CA20240007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least

30, 2022:	$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	02/07/2025
3	02/21/2025
4	02/28/2025
5	03/07/2025
6	03/21/2025
7	06/13/2025
8	06/27/2025
9	07/04/2025

ASBE0016-001 01/01/2024

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 84.76	25.07

Area 2.....$ 64.56 25.07

ASBE0016-007 05/01/2024

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1	$ 34.56	11.40
AREA 2	$ 36.53	9.27

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties	$ 49.62	41.27
(2) Remaining Counties	$ 45.60	38.99

BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 42.06	19.80

BRCA0003-004 05/01/2024

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1	$ 52.76	25.01
AREA 2	$ 57.02	28.50

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO FINISHER	$ 44.93	20.98
TERRAZZO WORKER/SETTER	$ 60.58	29.79

BRCA0003-010 04/01/2024

	Rates	Fringes
TILE FINISHER		
Area 1	$ 35.00	17.44
Area 2	$ 34.76	19.22
Area 3	$ 37.75	19.28
Area 4	$ 35.78	19.23
Tile Layer		
Area 1	$ 55.55	21.08
Area 2	$ 55.17	22.52
Area 3	$ 59.92	22.62
Area 4	$ 56.79	22.54

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2024

	Rates	Fringes

MARBLE MASON.....$ 61.72 30.31

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	$2.00 per foot
101 to 150 ft	$3.00 per foot
151 to 220 ft	$4.00 per foot
221 ft.-deeper	$5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.	$ 52.80	30.82
Journeyman Carpenter.	$ 52.65	30.82
Millwright.	$ 52.75	32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,

Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	$ 28.76	22.53
Lead Installer.....	$ 32.21	23.03
Master Installer.....	$ 36.43	23.03
Area 2		
Installer.	$ 26.11	22.53
Lead Installer.	$ 29.08	23.03
Master Installer.	$ 32.71	23.03
Area 3		
Installer.	$ 25.16	22.53
Lead Installer.	$ 27.96	23.03
Master Installer.	$ 31.38	23.03

CARP0046-001 07/01/2023

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.	$ 54.66	33.52
Journeyman Carpenter.	$ 54.51	33.52
Millwright.	$ 57.01	35.11

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2023

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

Bridge Builder/Highway Carpenter.	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.	$ 53.31	33.52
Journeyman Carpenter.	$ 53.16	33.52
Millwright.	$ 55.66	35.11

CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.	$ 45.57	30.82
Journeyman Carpenter.	$ 45.42	30.82
Millwright.	$ 47.92	32.41

CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.	$ 55.00	31.49
Journeyman Carpenter.	$ 54.85	31.49
Millwright.	$ 54.95	33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

Bridge Builder/Highway Carpenter.	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.	$ 55.00	31.49
Journeyman Carpenter.	$ 54.85	31.49
Millwright.	$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.	$ 45.57	30.82
Journeyman Carpenter.	$ 45.42	30.82
Millwright.	$ 47.92	32.41

ELEC0180-001 06/01/2025

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.	$ 69.26	3%+29.28
ELECTRICIAN.	$ 61.56	3%+29.28

ELEC0180-003 12/01/2023

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.	$ 48.44	27.60
Technician.	$ 55.71	27.82

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work

when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 03/01/2025

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 40.00	25.50
Sound & Communications Technician	$ 46.00	25.68

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 02/01/2025

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	$ 49.20	38.58
Sierra Army Depot, Herlong..	$ 48.83	18.54

Tunnel work.....$ 41.01 18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 01/01/2025

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	$ 48.50	23.04

ZONE RATE:

70-90 miles - $10.00 per hour
91+ miles - $15.00 per hour

ELEC0551-004 06/01/2024

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	$ 59.17	32.04

ELEC0551-005 12/01/2024

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	$ 51.59	28.20
Technician.....	$ 59.33	28.43

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2025

MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	$ 45.58	20.70

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.	$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	$ 60.54	4.5%+22.15
(3) Tree Trimmer.	$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.	$ 40.37	4.5%+14.30
(6) Groundman.	$ 33.37	4.5%+14.30

ELEC1245-004 01/01/2025

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	$ 53.30	22.26

(3) Groundman.....$ 40.76 21.76
(4) Powderman.....$ 51.87 18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 84.05	38.435+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman.....	$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	$ 51.23	39.55
AREA 2:		
(1) Leverman.	$ 62.61	39.55
(2) Dredge Dozer; Heavy duty repairman.	$ 57.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.	$ 56.53	39.55
(4) Bargeman; Deckhand;		

Fireman; Leveehand; Oiler..$ 53.23 39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/01/2024

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 52.40	28.52
AREA 2	$ 54.40	28.52
GROUP 2		
AREA 1	$ 48.80	28.52
AREA 2	$ 50.80	28.52
GROUP 3		
AREA 1	$ 44.19	28.52
AREA 2	$ 46.19	28.52

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 60.72	31.03
GROUP 2	$ 59.19	31.03
GROUP 3	$ 57.71	31.03
GROUP 4	$ 56.33	31.03
GROUP 5	$ 55.06	31.03
GROUP 6	$ 53.74	31.03
GROUP 7	$ 52.60	31.03
GROUP 8	$ 51.46	31.03
GROUP 8-A.	$ 49.25	31.03
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15

Oiler.....$ 42.89 31.15
Truck Crane Oiler.....$ 45.12 31.15
GROUP 4
Lifting devices.....$ 47.37 31.15
GROUP 5
Lifting devices.....$ 44.73 31.15
GROUP 6
Lifting devices.....$ 42.50 31.15
OPERATOR: Power Equipment
(Steel Erection - AREA 1:)
GROUP 1
Cranes.....$ 53.27 31.15
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4
Cranes.....$ 48.00 31.15
GROUP 5
Cranes.....$ 46.70 31.15
OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1. .....$ 56.82 31.03
GROUP 1-A. .....$ 49.99 31.15
GROUP 1A. .....$ 59.29 31.03
GROUP 2. .....$ 55.56 31.03
GROUP 3. .....$ 54.23 31.03
GROUP 4. .....$ 53.09 31.03
GROUP 5. .....$ 51.95 31.03
UNDERGROUND:
GROUP 1.....$ 47.42 31.15
GROUP 1-A.....$ 49.89 31.15
GROUP 2.....$ 46.16 31.15
GROUP 3.....$ 44.83 31.15
GROUP 4.....$ 43.69 31.15
GROUP 5.....$ 42.55 31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling

equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator;

Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting

device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

IRON0118-012 01/01/2025

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER	$ 43.75	34.45

IRON0118-013 01/01/2025

AMADOR, BUTTE, COLUSA,EL DORADO, GLENN,MARIN, NAPA, NEVADA, PLACER,PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER	$ 50.70	35.15

LABO0067-003 07/01/2024

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Marin and Napa Counties	$ 37.75	29.69
Remaining Counties	$ 36.75	29.69

LABO0067-005 01/01/2024

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YOUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.32
Area B	$ 36.26	27.32
Traffic Control Person I		
Area A	$ 37.56	27.32
Area B	$ 36.56	27.32

Traffic Control Person II
Area A.....$ 35.06 27.32
Area B.....$ 34.06 27.32

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0185-002 07/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher

in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		

GROUP 1.....$ 35.50 27.30
GROUP 2.....$ 35.35 27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller;

Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and

grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-008 07/01/2023

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-002 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/26/2023

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 37.54	25.55

LABO0261-010 06/26/2023

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30

GROUP 4.....$ 29.94 27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....$ 36.25 27.30

(2) Establishment Warranty
Period.....$ 29.94 27.30

LABORER (GUNITE - AREA A:)

GROUP 1.....$ 37.46 27.30

GROUP 2.....$ 36.96 27.30

GROUP 3.....$ 36.37 27.30

GROUP 4.....$ 36.25 27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....$ 36.50 27.30

GROUP 2.....$ 36.35 27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying,

dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2023

	Rates	Fringes
Plasterer tender.....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 36.26	27.30
Traffic Control Person I....	$ 36.56	27.30
Traffic Control Person II...	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2023

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.84	26.24

LABO0324-013 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material

cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0324-019 07/01/2023

	Rates	Fringes
Plasterer tender.....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-004 01/01/2025

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	$ 53.38	28.04

PREMIUMS:
EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 01/01/2025

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 59.63	31.29

PAIN0016-007 01/01/2025

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:	$ 43.45	22.80

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 59.00	33.03

PAIN0169-004 01/01/2024

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	$ 56.22	34.00

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* PAIN0567-001 07/01/2024

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	$ 36.87	15.82
Spray Painter & Paperhanger.	$ 38.87	15.82

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	$ 34.27	16.47

PAIN0567-010 07/01/2024

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper	$ 42.79	16.12
(2) Steeplejack - Taper, over 40 ft with open space below	$ 44.29	16.12

PAIN0767-004 01/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2024

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.	$ 32.70	31.68
AREA 355: Marin.	$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.	$ 69.70	46.38
(2) All other work - NEW CONSTRUCTION RATE.	$ 82.00	48.18

PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 69.70	33.15

PLUM0228-001 01/01/2025

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER	$ 50.00	40.34

PLUM0343-001 07/01/2024

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.85	20.40
All Other Work	$ 69.60	36.63

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 52.14	18.71

PLUM0355-001 07/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker		

/Landscape Fitter.....$ 34.51 18.30

PLUM0442-003 01/01/2025

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 55.95	37.64

PLUM0447-001 07/01/2024

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 64.37	29.25
Light Commercial Work	$ 53.08	23.52

ROOF0081-006 08/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 54.94	23.34

ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 46.73	21.36

SFCA0483-003 01/01/2025

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 78.94	39.10

SFCA0669-003 01/01/2025

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 48.65	28.56

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 55.92	45.29
All other work	$ 64.06	46.83

SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 47.85	41.90

SHEE0104-010 07/01/2020

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only)	$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 35.16	35.88
Mechanical Jobs over $200,000	$ 46.60	40.21

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* TEAM0094-001 07/01/2025

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 43.26	34.28
GROUP 2	$ 43.56	34.28
GROUP 3	$ 43.86	34.28
GROUP 4	$ 44.21	34.28
GROUP 5	$ 44.56	34.28

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck

(when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the

example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

APPENDIX C1

Federal Labor Standards Provisions (HUD 4010)

HUD-4010 U.S. Department of Housing and Urban Development Federal Labor Standards Provisions
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times

by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii.

Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

Conformance

C. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is used in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

D. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

E. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer

or will notify the contracting officer within the 30–day period that additional time is necessary.

F. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

G. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

iii. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

Withholding

iv. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the

Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

B. A contracting agency for its reprocurement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

D. A contractor's assignee(s);

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

Records and certified payrolls

v. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a

development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. **Additional records relating to fringe benefits**. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of anycosts reasonably anticipated in providing benefits under a plan or program described in 40

U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

Certified payroll requirements

E. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

F. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR

5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

G. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

H. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

I. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

J. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

K. Length of certified payroll retention The contractor or subcontractor must

preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

vi. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

Required disclosures and access

A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant,

sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

Apprentices and equal employment opportunity

vii. Apprentices

A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the

construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and

Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18

Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- **iv.** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

2. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
3. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages

required by the clause set forth in 29 CFR 5.5(b)(1).

Withholding for unpaid wages and liquidated damages

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

B. A contracting agency for its reprocurement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

D. A contractor's assignee(s);

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote,

intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

B. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

C. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

D. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds $100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX C2

GUIDELINES FOR MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES (MBE/WBE)

Section 281 of the National Affordable Housing Act requires each grantee, contractor, developer, and/or subrecipient to make good faith efforts and take affirmative steps to see that Minority and Women Business Enterprises (MBE/WBE) are provided contracting opportunities as a result of federal funding (e.g., CDBG, HOME, HOME-ARP).

To demonstrate compliance, the grantee, contractor, developer, and/or subrecipient must report all sub grant and procurement awards in excess of $10,000 for supplies, equipment, construction or services through Form HUD-2516.

Definitions:

- **Women-Owned Business Enterprise (WBE)**: Primarily owned (51%) by one or more females.
- **Minority-Owned Business Enterprise (MBE):** Business primarily (51%) owned, operated and controlled by one or more members of the following race/ethnicity: Pacific Islander, American Native, African American/Black, American Indian/Alaskan Native, Hawaiian/Pacific Islander, Asian, or Hispanic.
- **Developer/Contractor/Sub-recipient**: The entity that enters into a contract with the City or an agency that is receiving federal funds from the City to carrying out a service, or a project.
- **Subcontractor**: Any entity which has agreed to undertake a portion of a contract in which federal funds are used.
- **Good Faith Effort:** Comprehensive and continuing effort.
- **Affirmative Steps:** Examples of Affirmative Steps include, but are not limited to:
    - When feasible, structure solicitations so that the total requirements are divided into subsets of smaller tasks or quantities for the purpose of retaining multiple firms or facilitating subcontracting opportunities for MBE/WBEs.
    - Use the services of the Small Business Administration.
    - Use the California Supplier Clearinghouse to find certified MBE/WBE businesses.

Required Outreach Criteria:

- When grantee, contractor, developer, and/or subrecipient are soliciting bids, they will include in any notice to local newspaper that "Women and Minority Owned Businesses are strongly encouraged to apply."
- Grantee, contractor, developer, and/or subrecipient, when feasible, are strongly encouraged to consider posting in Spanish and Vietnamese newspapers.
- Use Affirmative Steps when soliciting subcontracting opportunities.

MINORITY / FEMALE BUSINESS ENTERPRISE (MBE/WBE)
VOLUNTARY SELF-CERFIFICATION

A MINORITY /FEMALE OWNED BUSINESS IS ONE IN WHICH AT LEAST FIFTY ONE PERCENT (51%) OF THE FIRM IS OWNED BY MINORITIES OR FEMALES.

Please mark all boxes that apply:

A. MINORITY OWNED BUSINESS

- ☐ American Indian or Alaska Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- ☐ Asian: A person having origins in any of the original peoples of the Far East or Southeast Asia.
- ☐ Asian-Indian: A person whose origins are from India, Pakistan or Bangladesh.
- ☐ Black or African American: A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".
- ☐ Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands.
- ☐ Hispanic: A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- ☐ Other: A group of natural persons identified as minorities.

B. FEMALE OWNED BUSINESS

- ☐ Female Owned Business

C. COMPANY/BUSINESS IS NEITHER MINORITY NOR FEMALE OWNED.

- ☐ My Company/Business is neither minority or female owned.

Company/Business

_____

Company/Business Address/City/Zip

_____

I certify the above information is accurate.

_____ _____

Print Name **Owner Signature /Date**

EXHIBIT B

TRPA CONSTRUCTION PERMIT

TAHOE REGIONAL PLANNING AGENCY

Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
trpa.gov

LAKE TAHOE ENVIRONMENTAL IMPROVEMENT PROGRAM

Permit

PROJECT DESCRIPTION: Bijou Park Class 1 Bicycle Trail – Greenway Connector

ASSESSOR PARCEL NUMBER(S): 025-010-051, 025-041-009, 025-051-029

TRPA FILE #: EIPC2025-0007

PERMITEE: City of South Lake Tahoe COUNTY/LOCATION: El Dorado/Bijou Park

Having made the findings required by Agency ordinances and rules, TRPA approved the project on May 21, 2025, subject to the standard conditions of approval attached hereto (Attachment Q) and the special conditions found in this permit. This permit shall expire on May 21, 2028, without further notice unless the construction has commenced prior to this date and is diligently pursued thereafter. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO DEMOLITION, TREE REMOVAL, CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:

(1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;

(2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT;

(3) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.

Shannon Friedman May 21, 2025

TRPA Executive Director/Designee Date

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents' and employees' compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I understand that it is my sole responsibility to obtain all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permitee: _____ Date: 05/21/2025

TAHOE REGIONAL PLANNING AGENCY
Mail
PO Box 5310
Stateline, NV 89449-5310
Location
128 Market Street
Stateline, NV 89449
Contact
Phone: 775-588-4547
Fax: 775-588-4527
trpa.gov
LAKE TAHOE ENVIRONMENTAL IMPROVEMENT PROGRAM

EIP # 03.02.02.0092
TRPA FILE # EIPC2025-0007

Required Plans determined to be in conformance with approval: Date: 5/22/25

TRPA ACKNOWLEDGEMENT: The Permittee has complied with all pre-construction conditions of approval as of this date:

TRPA Executive Director/Designee Date

SPECIAL CONDITIONS

1. This permit specifically authorizes construction of the Bijou Park Class One Bicycle Trail – Bijou Connector. The project will construct 0.6 miles of class one trail. The trail will link the Al Tahoe Complete Streets Project with the existing Greenway Trail. The trail will be constructed completely within the City of South Lake Tahoe's Bijou Park Property in South Lake Tahoe, California. Construction is planned for 2025.

2. The standard conditions listed in Attachment Q shall apply to this permit.

3. Prior to permit acknowledgement submit the following items for TRPA review and approval:

    a. Electronically submit the final construction plans for TRPA review and approval.
    b. Submit the Maintenance Responsibility Chart and Plan. The Chart may be found here: Maintenance-Responsibilities-Chart-and-Plan.pdf. The chart only needs to be filled out for sections related to this project.
    c. Submit a restoration plan for the portions of the existing informal trail are proposed to be restored.

4. An on-site inspection by TRPA staff is required prior to any construction or grading activity. TRPA staff shall determine if the on-site improvements required by Attachment Q (Standard Conditions of Approval) have been properly installed. No grading or construction shall commence until TRPA pre-grade conditions of approval are met.

5. Prior to the first Pre-grade inspection, submit a construction schedule for TRPA approval which should include milestone dates for the project.

6. Install a bicycle and pedestrian trail counter once the trail is complete. Work with TRPA staff to determine the location and type of counter (permanent or moveable).

7. All above ground facilities, new or currently existing, shall be colored green unless an alternative color has been approved by TRPA.

8. Temporary BMPs shall be installed and maintained prior to excavation and during all phases of construction.

9. If artifacts or archeological soils are uncovered during construction, all work in the area shall stop immediately until a qualified archeologist and contacted to visit the site.

10. All excavated materials that are not to be used on-site shall be hauled away to a legally accepted location.

11. Any normal construction activities creating noise in excess of the TRPA noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 A.M. and 6:30 P.M.

12. Grading is prohibited any time of the year during periods of precipitation and for the resulting period of time when the site is covered with snow, or is in a saturated, muddy, or unstable condition (pursuant to Subsection 64.2.C of the TRPA Code of Ordinances). If a storm event is predicted to occur during active construction, immediately stop work and ensure that all temporary BMPs are in place and functioning.

13. This site shall be winterized in accordance with the provisions of Attachment Q by October 15th of each construction season. All disturbed areas shall be stabilized with a 3-inch layer of mulch or covered with an erosion control blanket.

14. Vegetation shall not be disturbed, injured, or removed except in accordance with the TRPA Code or the conditions of project approval. All trees, major roots, and other vegetation not specifically designated or approved for removal shall be protected according to methods approved by TRPA. All vegetation outside the construction site/project area boundary shall not be disturbed.

15. All rock material (gravel, cobble, and boulders) shall be clean prior to arrival at the site to ensure that the rock is free of any excess silt or clay particles.

16. The discharge of petroleum products, construction waste and litter (including sawdust), or earthen materials to the surface waters of the Lake Tahoe Region is prohibited. All surplus

construction waste materials shall be removed from the project site and disposed of at approved points of disposal.

17. This approval is based on the permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.

18. Any modifications to the TRPA approved plans shall be submitted to TRPA for review and approval.

19. The permittee shall contact TRPA for a final inspection at the conclusion of the project to verify that all conditions of the permit have been met and the project was implemented per the TRPA approved Plans.

20. To the maximum extent allowable by law, each party ("Indemnitor") agrees to indemnify, defend, and hold harmless the other party, its governing board, officers, employees and its agents (collectively "Indemnitee") from and against any and all suits, losses, damages, injuries, liabilities, and claims proximately caused by the Indemnitor. To the extent permitted by law, where the foregoing indemnity applies, it includes any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; and (3) the design, installation, or operation of any improvements.

END OF PERMIT

TAHOE REGIONAL PLANNING AGENCY

Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
trpa.gov

LAKE TAHOE ENVIRONMENTAL IMPROVEMENT PROGRAM

EXHIBIT C

QUALITY ASSURANCE PLAN

QUALITY ASSURANCE PROGRAM

FOR

PROJECTS FUNDED BY

THE FEDERAL HIGHWAY ADMINISTRATION (FHWA)

CITY OF
SOUTH LAKE TAHOE

Public Works Department

December 20, 2021

QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: City of South Lake Tahoe (City)

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

DEFINITION OF TERMS

- Acceptance Testing (AT) - Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) - Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP)- A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of the QAP are the AT, and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufacturing location.

MATERIALS LABORATORY

The City will use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program - The materials laboratory shall be a participant in one or more of the following testing programs:

    a. AASHTO Materials Reference Laboratory (AMRL)
    b. Cement and Concrete Reference Laboratory (CCRL)
    c. Caltrans' Reference Samples Program (RSP)

2. Certification of Personnel - The materials laboratory shall employ personnel who are certified by one or more of the following:

    a. Caltrans District Materials Engineer
    b. Nationally recognized non-Caltrans organizations such as the American Concrete

Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.

c. Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.

3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment #I (Appendix D, "Acceptance Sampling and Testing Frequencies" of the QAP Manual).

INDEPENDENT ASSURANCE PROGRAM IAP)

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is

determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
  1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
  2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.

TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" see Attachment#2 (Exhibit 16-V of the LAPM) to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Attachment #3 (Appendix F of the QAP Manual). All certificates of compliance shall conform to the requirements of the contract specifications, for examples see Attachment #4 (Appendix J of the QAP Manual).

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The Agency shall include a "Materials Certificate" in the Report of Expenditures

submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification," including changes by virtue of contract change orders. See Attachment # 5 for an example (Appendix K of the QAP Manual).

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the QAP Manual, facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

Attachments:
1 – Appendix D, "Acceptance Sampling and Testing Frequencies"
2 – Exhibit 16-V, "Sample Cover Memo Source Inspection Request Form"
3 – Appendix F of the QAP Manual, "Construction Materials Accepted by Certificate of Compliance"
4 – Appendix J of the QAP Manual, "Example of Vender's Certificate of Compliance"
5 – Appendix K of the QAP Manual, "Materials Certifications/Exceptions"

APPROVED BY: _____ 42681 March 31, 2022
(Signature) CE# and Expiration Date

NAME: Anush Nejad DATE: 11/03/2021

TITLE: Director of Public Works City of South Lake Tahoe

Attachment 1

Appendix D of QAP Manual

Acceptance Sampling and Testing Frequencies

Appendix D - Acceptance Sampling and Testing Frequencies

Note: It may be desirable to sample and store some materials. If warranted, testing can be performed at a later date.

Portland Cement (Hydraulic Cement)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Cement/fly ash **(Sampling only)**	8-lb. sample	If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance.	ASTM D75, C494 CT 125 AASHTO T127, M85, M295	Standard for sampling hydraulic cement or fly ash.
Cement (**Testing Only)**	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	ASTM C109 CT 515 AASHTO T106	If testing appears warranted, fabricate six 2-in. mortar cubes using the Portland (or hydraulic cement). Test for compressive strength.

Portland Cement Concrete (Hydraulic Cement Concrete)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Hydraulic Cement Concrete **(Sampling & Testing)**	50-lb. sample	Take one aggregate sample for each 1000 cu. yd. of PCC/HCC concrete. Test at least one sample per job.	ASTM D75 CT 125 AASHTO M6, T2, M80	Sample aggregate from belt or hopper (random basis).
Water **(Sampling & Testing)**	Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use.	If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%.	CT 405, CT 422, CT 417 AASHTO R23	If testing appears warranted, test for chlorides and sulfates.

Appendix D (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description of Comments
Air Entraining Admixtures **(Sampling & Testing)**	Take a one-quart sample using a clean, lined can or plastic bottle, if liquid. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, testing is not required. Take one sample per job. Prior to sampling, check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C233 AASHTO M154, T157, C260	If testing appears warranted, test for sulfates and chlorides Admixtures with sulfates and chlorides greater than 1% should not be used.
Water Reducers or Set Retarders **(Sampling & Testing)**	If liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, no testing is required. If not, test once per job. Prior to using this product, please check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C494 AASHTO M194	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Freshly-Mixed Concrete **(Sampling)**	Approx. 150lb. (or 1 cu. ft.) near mixer discharge.	When tests are required, take at least one sample for each 500 to 1000 cu. yd. of PCC/HCC.	ASTM C172, C685 CT 539 AASHTO T141, M157	This describes a method to sample freshly-mixed concrete.
Freshly-Mixed Concrete **(Testing)**	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C143 AASHTO T119	This test determines the slump of the freshly-mixed concrete.
Freshly-Mixed Concrete **(Testing)**	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C360 CT 533	This test determines the ball penetration of the freshly-mixed concrete.
Freshly-Mixed Concrete **(Testing)**	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C231 CT 504 AASHTO T152	This test determines the air content of freshly-mixed concrete (pressure method).
Freshly-Mixed Concrete **(Testing)**	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C138 CT 518 AASHTO T121	This test determines the unit weight of freshly mixed concrete.

Appendix D (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Freshly-Mixed Concrete **(Testing)**	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	Fabricate at least two concrete cylinders per project. Test for compressive strength at least once for each 500 to 1,000 cu. yd. of structural concrete.	ASTM C39 CT 521 AASHTO T22	This test is used to fabricate 6" x 12" concrete cylinders. Compressive strengths are determined, when needed.
Freshly-Mixed Concrete **(Testing)**	Approximately 210 lb. of concrete are needed to fabricate three concrete beams.	One sample set for every 500 to 1,000 cu. yd. of concrete.	ASTM C78 CT 31 AASHTO T97 & T23	This test is used to determine the flexural strength of simple concrete beams in third-point loading

Soils and Aggregates

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate (Sampling)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D75 CT 125 AASHTO T2	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Fine Aggregates **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 208 AASHTO T84	This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases and aggregate bases.
Fine Aggregate **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 207 AASHTO T84	This test determines the bulk specific gravity (SSD) and the absorption of material passing the No. 4 sieve.
Coarse Aggregate **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	CT 206	This test determines the cleanness of coarse aggregate.

Appendix D (continued)

Soils and Aggregates - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Coarse Aggre-gate **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C127 CT 227 AASHTO T85	This test determines the specific gravity and absorption of coarse aggregate (material retained on the No. 4 sieve).
Soils and Aggregates **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C136 CT 202 AASHTO T27	This test determines the gradation of soils and aggregates by sieve analysis.
Soils and Aggregates **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equiva-lent of soils and aggregates.
Soils and Aggregates **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C117 AASHTO T11	This test determines the gradation for materials finer that the No. 200 sieve (by washing method).
Soils and Aggregates **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3744 CT 229 AASHTO T210	This test determines the Durability Index of soils and aggregates.
Soils and Aggregates **(Testing)**	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2844 CT 301 AASHTO T190	This test determines the Resistance Value (R-) and expansion pressure of compacted materials.
Soils and Aggregates **(Testing)**	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2922 CT 231 AASHTO T238	This test determines field densities using the nuclear gage.
Soils and Aggregates **(Testing)**	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3017 CT 231 AASHTO T239	This test determines the water content using the nuclear gage.

Appendix D (continued)

Asphalt Binder

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder **(Sampling)**	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	CT 125 ASTM D 979 AASHTO T 168, T48	This procedure describes the proper method to sample the asphalt binder.
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	ASTM D92, D117 AASHTO T 48	This test determines the flash point of the asphalt binder (by Cleveland open cup).
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2872 & D92 CT 346 AASHTO T240 &T48	This test determines the rolling thin-film oven test (RTFO).
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2042 AASHTO T44	This test determines the solubility of asphalt material in trichloroethylene.
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity, (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D5 AASHTO T49	This test determines the penetration of bituminous material @ 77 degrees F and percentage of original penetration from the residue.
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D113 AASHTO T51	This test determines the ductility of asphalt @ 77 degrees F.
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2170 AASHTO T201	This test determines the kinematic viscosity of asphalt @275 degrees F (Centistoke).

Appendix D (continued)

Asphalt Binder - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity. (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D36 AASHTO T53	This test determines the softening point of asphalt.

Asphalt Emulsified

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt **(Sampling)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the emulsified asphalt.
Emulsified Asphalt **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the sieve retention of emulsified asphalt.
Emulsified Asphalt **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the weight per gallon of emulsified asphalt.
Emulsified Asphalt **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the penetration of the emulsified asphalt.
Emulsified Asphalt **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 CT 330 AASHTO T59	This test determines the residue @ 325 degrees F evaporation of emulsified asphalt.

Appendix D (continued)

Asphalt Emulsified - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D4402 AASHTO T201	This test determines the Brookfield viscosity.
Emulsified Asphalt **(Testing)**	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D88 AASHTO T72	This test determines the Saybolt-Furol viscosity of emulsified asphalt @ 77 degrees F (seconds).

Hot Mix Asphalt (Asphalt Concrete) – Concrete

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete **(Sampling)**	Obtain one 30-lb. sample each day of production	Obtain one sample at the asphalt concrete plant for each 5,000 tons of asphalt concrete placed.	ASTM D75, D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the asphalt concrete.
Asphalt Concrete **(Testing)**	4” x 8” cores	Take one 4” x 8” core for every 500 ft of paved roadway.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the field density of street samples.
Asphalt Concrete **(Testing)**	Obtain one 30-lb. sample for each day of production	Obtain one sample for every five cores taken.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the laboratory density and relative compaction of asphalt concrete.
Asphalt Concrete **(Testing)**	4” x 8” cores	Obtain one sample for every five cores taken.	ASTM D2726, D1188, D5361	This test determines the specific gravity of compacted bituminous mixture dense- graded or non-absorptive.

Appendix D (continued)

Hot Mix Asphalt (Asphalt Concrete) –Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete **(Testing)**	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D1559 AASHTO T245	This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall Method.
Asphalt Concrete **(Testing)**	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM C117, D2172 (use Method B) AASHTO T164	This test determines the screen analysis of aggregates recovered from asphalt materials.
Geotextile Fabric (Placed Under the Asphalt Concrete) **(Testing)**	One 12 ft. x 3 ft. sample	Obtain one sample per job.	ASTM D4632 AASHTO M288	This test determines the weight per sq. yd. and grabs strength of geotextile fabrics.
Asphalt Concrete **(Testing)**	Sample any test location (random basis)	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D2950 CT 375	This test determines the nuclear field density of in-place asphalt concrete.
Asphalt Concrete **(Testing)**	One 10-lb sample	Obtain one sample during every day of production.	ASTM D1560, D1561 CT 366 AASHTO T246, T247	This test determines the stability value of asphalt concrete.
Slurry Seals **(Sample)**	One 0.5 gal. sample in a clean, dry plastic container.	Obtain one sample per truck	ASTM D979 CT 125 AASHTO T 40, T168	This test describes the procedure for sampling the slurry seal.
Aggregate for Slurry Seals **(Testing)**	One 30-lb. sample.	Obtain at least one sample per project from the belt or hopper or stockpile and test for Sand Equivalent	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of aggregates.

Appendix D (continued)

Slurry Seals

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Slurry Seals **(Testing)**	One 30-lb. sample.	Obtain at least one sample per project from the belt, hopper, or stockpile and test for sieve analysis of fine sand.	ASTM C117 AASHTO T11	This test determines the sieve analysis of fine sand (gradation of materials finer than No. 200 sieve by wash grading).
Slurry Seals **(Testing)**	One 0.5 gal. sample in a clean, dry plastic container.	Test one sample per project and test for Abrasion.	ASTM D3910	This test determines the Wet Track Abrasion Test (2) (WTAT).

Steel

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Steel Strand **(Testing)**	Sample strand at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel strands per job when a Certificate of Compliance is not used.	ASTM A370, A416, E328 AASHTO T244	This test determines the tensile strength of uncoated seven-wire stress-relieved strand for pre-stressed concrete.
Steel Rebar **(Testing)**	Sample rebar at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel rebar per job when a Certificate of Compliance is not used.	ASTM A615, A370 AASHTO T244	This test determines the steel reinforcement bar tensile strength and bend capability.

Attachment 2

Exhibit 16-W of the LAPM

Sample Cover Memo

Source Inspection Request From Local Agency's Resident Engineer to Caltrans' Office of Materials Engineering and Testing Services

SAMPLE COVER MEMO
SOURCE INSPECTION REQUEST
FROM LOCAL AGENCY'S RESIDENT ENGINEER TO CALTRANS' OFFICE OF MATERIALS ENGINEERING AND TESTING SERVICES
(Prepared by Applicant on Applicant Letterhead)

To: Office of Materials Engineering & Testing Services, MS #5
California Department of Transportation
5900 Folsom Blvd.
Sacramento, CA 95819

Date: _____

EA: _____
Project Number:_____
Project Description:_____

Subject: (_____)

We are requesting that Caltrans provide Source Inspection (reimbursed) services for the above-mentioned project. We requested and received prior authorization for this service from our district Local Assistance Engineer, as noted by the attached approval memo from District Local Assistance Engineer.

Please find the following documents enclosed as required:

1. Completed CEM-3101
2. One set of PS&E

Any question you might have about the materials, to be inspected, should be directed to:_____ , at _____.

_____
(***Applicant Representative Name***)

_____
(***Title***)

_____
(Local agency, name & address)

Attachment 3

Appendix F of the QAP Manual

Construction Materials Acceptance by a Certificate of Compliance

Appendix F - Construction Materials Accepted by a Certificate of Compliance *

Soil Amendment
Fiber
Mulch
Stabilizing Emulsion
Plastic Pipe
Lime
Reinforcing Steel
Structural Timber and Lumber
Treated Timber and Lumber
Timber and Lumber
Culvert and Drainage Pipe Joints
Reinforced Concrete Pipe
Corrugated Steel Pipe and Corrugated Steel Pipe Arches
Structural Metal Plate Pipe Arches and Pipe Arches
Perforated Steel Pipe
Polyvinyl Chloride Pipe and Polyethylene Tubing
Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints
Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)
Metal Target Plates
Electrical Conductors
Portland Cement
Minor Concrete
Waterstop

* If Caltrans Standard Specifications May 2006 is part of contract specifications.

Note: Usually these items are inspected at the site of manufacture or fabrication and reinspected after delivery to the job site.

Attachment 4

Appendix J of the QAP

Example of Vendor's Certificate of Compliance

Appendix J.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
VENDOR'S CERTIFICATE OF COMPLIANCE
MR-0543 (REV. 5/93) #CT-7541-6020-2

☐ PRECAST CONCRETE PRODUCTS OR ☒ SOUNDWALL

TO: BILL SYNDER

~~STATE HIGHWAY ENGINEER~~
RESIDENT ENGINEER – CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER:	
CEMENT BRAND: XYZ CEMENT CO.	MILL LOCATION: MIDLAND, CALIFORNIA
TYPE: II MODIFIED	

CHEMICAL ADMIXTURE

1. BRAND: ABC ADMIXTURE	MANUFACTURER: XYZ SUPPLIER
TYPE: WATER REDUCER	
2. BRAND:	MANUFACTURER:
TYPE:	

☐ *CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED*

MINERAL ADMIXTURE

MANUFACTURER: POZZ. INC.	CLASS: F

☐ *CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED*

DELIVERY DATE *(Ready-Mix)* 7/7/01	DATES OF FABRICATION *(Precast)*

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. *(Show size and lin. ft. of pipe, etc., delivery slip numbers for ready-mix.)*

Portland Cement
Flyash
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS: A.&B. READY MIX

By: AUTHORIZED REPRESENTATIVE SIGNATURE: Joe Anderson

FM 93 1839 Original to Res. Engr. Retain Duplicate. OSP 01 55624

Appendix J.2 - Example of a Certificate of Compliance for Portland Cement (continued)

This is to certify that the

Portland Cement .

Supplied by ABC Cement Company complies with all requirements for Type II Portland Cement when tested in accordance with ASTM C - 494.

Local Agency Project No.
HP21L – 5055 – 111

Albert Howakowa
Quality Assurance Engineer
ABC Cement Company

Date: 07/07/07 .

Attachment 5

Appendix K of the QAP

Examples of Materials Certificates/Exceptions

(Signed by the RE at the Completion of the Project)

Appendix K - Examples of Materials Certificates/Exceptions (Signed by the Resident Engineer at the Completion of the Project)

Federal-aid Project No.: Project HP21L – 5055 – 111

Subject: Materials Certification

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling

[X] and testing were in conformity with the approved plans and specifications.

[ ] All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

Bill Sanders	*Bill Sanders*	7/7/07
Resident Engineer (Print Name)	**Resident Engineer (Signature)**	**(Date)**

Note: The signed original of this certificate is placed in the Resident Engineer's project files and one copy is mailed to the DLAE and filed under "Report of Expenditures."

See the attachment (next page)

Appendix K (continued)

Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	**Concrete Sidewalk**	**8**	**1**	**When the measured slump exceeded the maximum limit, the entire concrete load was rejected.**
Sand Equivalent	**Aggregate for Structural Concrete**	**10**	**1**	**The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.**
Compaction	**Sub grade Material**	**12**	**1**	**One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.**
Compaction	**Hot Mix As-phalt**	**12**	**1**	**One failed area was noted. It was reworked and retested. The second test met specifications.**

Bill Sanders	*Bill Sanders*	July 4, 2007
Resident Engineer (Print Name)	Resident Engineer (Signature)	Date

EXHIBIT D

ACKNOWLEDGEMENT OF MONUMENT RESPONSIBILITY

CITY OF
SOUTH LAKE TAHOE

Public Works Department

Acknowledgement of Monument Responsibility
"Pre-Construction"

Monument Preservation prior to permitted construction activity

I, _____, a duly Licensed Land Surveyor or Licensed Civil Engineer
(Please print)
legally authorized to practice Land Surveying, License No. _____, hereby acknowledge and accept all responsibility for the monument preservation as required per Section 8771(a-f) of the Business and Professions Code within the bounds of the construction activity authorized by the City Contract No. _____.

Construction Site Address (Project Name):_____.

I further acknowledge that I am hereby responsible for the Acknowledgement of Monument Preservation prior to final acceptance of the construction activity authorized by the City Contract No. _____.

_____ Seal
Signature – Land Surveyor Responsible for
Monument Preservation

_____
Date

<u>Requirements Needed Prior to Construction Commencing:</u>

☐ Exhibit of agreed definition of Monument Preservation Zone.

☐ Acknowledging Surveyor agrees to provide County Surveyor draft Pre-Construction Corner Record(s) or Record of Survey within a specified time limit depending on the number of monuments involved.

CITY OF
SOUTH LAKE TAHOE

Public Works Department

Acknowledgement of Monument Preservation
"Post-Construction"

Monument Preservation prior to final acceptance of permitted construction activity

I, _____, a duly Licensed Land Surveyor or Licensed Civil Engineer
(Please print)
legally authorized to practice Land Surveying, License No. _____, hereby acknowledge and accept all responsibility for the monument preservation as required per Section 8771(a-f) of the Business and Professions Code within the bounds of the construction zone authorized by the City Contract No. _____.

Construction Site Address (Project Name):_____.
I hereby state that all monuments within the bounds of the construction activity authorized by City Contract No. _____ are in the original location or have been reset in accordance with Section 8771(a-f) of the Business and Professions Code.

_____ Seal
Signature – Land Surveyor Responsible for
Monument Preservation

_____
Date

Requirements Needed Prior to Issuing Notice of Completion:

☐ Exhibit confirming original agreed definition of Monument Preservation Zone.

☐ Draft copy of Corner Record(s) or Record of Survey.

EXHIBIT E

SWPPP

STORMWATER POLLUTION PREVENTION PLAN

for

Bijou Park Connector Trail

Legally Responsible Person (LRP):

City of South Lake Tahoe Public Works
1740 D Street, South Lake Tahoe, CA 96150
Anush Nejad, PE
(530) 542-6031

Approved Signatory:

Prepared for:

Anush Nejad, PE
City of South Lake Tahoe
1740 D Street, South Lake Tahoe, CA 96150

Project Address:

1201 & 1301 Al Tahoe Blvd, South Lake Tahoe, California

SWPPP Prepared by:

Eastern Sierra Engineering
PO Box 1819, Zephyr Cove, NV 89448
Jennifer G. Roman, PE, QSD

SWPPP Preparation Date

5/1/2025

Estimated Project Dates:

Start of Construction	**7/1/2025**	Completion of Construction	**10/30/2025**

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Qualified SWPPP Developer

Approval and Certification of the Stormwater Pollution Prevention Plan

Project Name:	*Bijou Park Connector Trail*
Project Number/ID:	*21240*

"This Stormwater Pollution Prevention Plan and Attachments were prepared under my direction to meet the requirements of the California Construction General Permit (SWRCB Orders No. 2009-009-DWQ as amended by Order 2010-0014-DWQ and Order 2012-0006-DWQ). I certify that I am a Qualified SWPPP Developer in good standing as of the date signed below."

	5/1/2025
QSD Signature	*Date*
Jennifer G. Roman, PE, QSD	710
QSD Name	*QSD Certificate Number*
Principal Engineer, Eastern Sierra Engineering	(775) 291-6337
Title and Affiliation	*Telephone Number*
Jroman@esengr.com	
Email	

Legally Responsible Person

Approval and Certification of the Stormwater Pollution Prevention Plan

Project Name:	Bijou Park Connector Trail
Project Number/ID	21240

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

City of South Lake Tahoe Public Works

Legally Responsible Person [if organization]

Signature of Legally Responsible Person or Approved Signatory	Date
Anush Nejad, PE	(530) 542-6031
Name of Legally Responsible Person or Approved Signatory	Telephone Number

Amendment Log

Project Name: Bijou Park Connector Trail

Project Number/ID 21240

Amendment No.	Date	Brief Description of Amendment, include section and page number	Prepared and Approved By
			Name: QSD#
			Name: QSD#
			Name: QSD#
			Name: QSD#
			Name: QSD#
			Name: QSD#
			Name: QSD#
			Name: QSD#
			Name: QSD#

Section 1 SWPPP Requirements

1.1 INTRODUCTION

The Bijou Park Connector Trail project comprises approximately 1.3 AC and is located 1201 & 1301 Al Tahoe Blvd in South Lake Tahoe, California. The property is owned by City of South Lake Tahoe and is being developed by City of South Lake Tahoe Public Works. The project's location is shown in the Improvement Plans in Appendix B.

This Stormwater Pollution Prevention Plan (SWPPP) is designed to comply with California's General Permit for Stormwater Discharges Associated with Construction Activity in the Lake Tahoe Hydrologic Unit, Counties of Alpine, El Dorado, and Placer (General Permit) Order No. R6T-2016-0010 (NPDES No. CAG616002) issued by the California Regional Water Quality Control Board, Lahontan Region (Lahontan). This SWPPP has been prepared following the SWPPP Template provided on the California Stormwater Quality Association Stormwater *Best Management Practice Handbook Portal: Construction* (CASQA, 2012). In accordance with the General Permit, Section IX, this SWPPP is designed to address the following:

1. Identify pollutant sources including sediment sources that may affect the quality of storm water discharges associated with construction activity.
2. Identify non-storm water discharges.
3. Identify, construct, implement, and maintain BMPs to reduce or eliminate pollutants in storm water discharges and authorized non-storm water discharges from the construction site.
4. Identify all effluent discharge outfall locations, sampling and analysis strategy and protocols, and a sampling schedule for discharges from the identified outfalls for the project area.

Calculations and design details as well as BMP controls are included in Appendix A.

Rain Event Action Plans (REAPs) will be prepared as discussed in Section 4.2.

1.2 PERMIT REGISTRATION DOCUMENTS

Required Permit Registration Documents (PRDs) shall be submitted to the State Water Resources Control Board (State Water Board) via the Stormwater Multi Application and Report Tracking System (SMARTS) by the Legally Responsible Person (LRP), or authorized personnel (i.e., Approved Signatory) under the direction of the LRP. The project-specific PRDs include:

1. Notice of Intent (NOI);
2. Site Map;
3. Annual Fee;
4. Signed Certification Statement (LRP Certification is provided electronically with SMARTS PRD submittal); and
5. SWPPP.

Site Maps can be found in Appendix B. A copy of the submitted PRDs shall also be kept in Appendix C along with the Waste Discharge Identification (WDID) confirmation.

1.3 SWPPP AVAILABILITY AND IMPLEMENTATION

The discharger shall make the SWPPP and any amendments available at the construction site during working hours (see Section 7.5 of CSMP for working hours) while construction is occurring and shall be made available upon request by a representative of the Lahontan Regional Water Board or any local storm water management agency which receives the storm water discharge. When the original SWPPP is retained by a crewmember in a construction vehicle and is not currently at the construction site, current copies of the BMPs and map/drawing will be left with the field crew and the original SWPPP shall be made available via a request by radio/telephone. Upon request by members of the public, Dischargers shall make available for review a copy of the SWPPP directly to the requestor

The SWPPP shall be implemented concurrently with the start of ground disturbing activities.

1.4 SWPPP AMENDMENTS

The SWPPP should be revised when:

- If there is a General Permit violation.
- When there is a reduction or increase in total disturbed acreage.
- BMPs do not meet the objectives of reducing or eliminating pollutants in stormwater discharges.

Additionally, the SWPPP shall be amended when:

- There is a change in construction or operations which may affect the discharge of pollutants to surface waters, groundwater(s), or a municipal separate storm sewer system (MS4);
- When there is a change in the project duration that changes the project's risk level; or
- When deemed necessary by the QSD. The QSD has determined that the changes listed in Table 1.1 can be field determined by the QSP. All other changes shall be made by the QSD as formal amendments to the SWPPP.

The following items shall be included in each amendment:

- Who requested the amendment;
- The location of proposed change;
- The reason for change;
- The original BMP proposed, if any; and
- The new BMP proposed.

Amendment shall be logged at the front of the SWPPP and certification kept in Appendix D. The SWPPP text shall be revised replaced, and/or hand annotated as necessary to properly convey the amendment. SWPPP amendments must be made by a QSD. The following changes

have been designated by the QSD as "to be field determined" and constitute minor changes that the QSP may implement based on field conditions.

Table 1.1 List of Changes to be Field Determined

Candidate changes for field location or determination by QSP[1]	Check changes that can be field located or field determined by QSP
Increase quantity of an Erosion or Sediment Control Measure	
Relocate/Add stockpiles or stored materials	
Relocate or add toilets	
Relocate vehicle storage and/or fueling locations	
Relocate areas for waste storage	
Relocate water storage and/or water transfer location	
Changes to access points (entrance/exits)	
Change type of Erosion or Sediment Control Measure	
Changes to location of erosion or sediment control	
Minor changes to schedule or phases	
Changes in construction materials	
(1) Any field changes not identified for field location or field determination by QSP must be approved by QSD	

1.5 RETENTION OF RECORDS

Paper or electronic records of documents required by this SWPPP shall be retained for a minimum of three years from the date generated or date submitted, whichever is later, for the following items:

- SWPPP
- Inspection Reports
- Amendments
- Annual Reports

These records shall be available at the Site until construction is complete. Records assisting in the determination of compliance with the General Permit shall be made available within a reasonable time, to the Regional Water Board, State Water Board or U.S. Environmental Protection Agency (EPA) upon request. Requests by the Regional Water Board for retention of records for a period longer than three years shall be adhered to.

1.6 REQUIRED NON-COMPLIANCE REPORTING

If a General Permit discharge violation occurs the QSP shall immediately notify the LRP. The LRP shall include information on the violation with the Annual Report. Corrective measures will be implemented immediately following identification of the discharge or written notice of non-compliance from the Regional Water Board. Discharges and corrective actions must be documented and include the following items:

- The date, time, location, nature of operation and type of unauthorized discharge.
- The cause or nature of the notice or order.
- The control measures (BMPs) deployed before the discharge event, or prior to receiving notice or order.
- The date of deployment and type of control measures (BMPs) deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent re-occurrence.

Reporting requirements for Numeric Action Levels (NALs) exceedances are discussed in Section 7.7.2.7.

1.7 ANNUAL REPORT

The General Permit requires that permittees prepare, certify, and electronically submit an Annual Report no later than November 30th of each year for the period of October 16th of the prior year through October 15th. Reporting requirements are identified in Section V of the General Permit. Annual reports will be filed in SMARTS and in accordance with information required by the on-line forms.

1.8 CHANGES TO PERMIT COVERAGE

The General Permit allows for the reduction or increase of the total acreage covered under the General Permit when: a portion of the project is complete and/or conditions for termination of coverage have been met; when ownership of a portion of the project is purchased by a different entity; or when new acreage is added to the project.

Modified PRDs shall be filed electronically within 30 days of a reduction or increase in total disturbed area if a change in permit covered acreage is to be sought. The SWPPP shall be modified appropriately, shall be logged at the front of the SWPPP and cetrification of SWPPP amendments are to be kept in Appendix D. Updated PRDs submitted electronically via SMARTS can be found in Appendix E.

Section 2 Project Information

2.1 PROJECT AND SITE DESCRIPTION

1.9 NOTICE OF TERMINATION

A Notice of Termination (NOT) must be submitted electronically by the LRP via SMARTS to terminate coverage under the General Permit. The NOT must include a final Site Map and representative photographs of the project site that demonstrate final stabilization has been

achieved. The NOT shall be submitted within 90 days of completion of construction. The Regional Water Board will consider a construction site complete when the conditions of the General Permit, Section II.D have been met.

2.1.1 Site Description

The Bijou Park Connector Trail project site comprises approximately 1.3 AC and is located at 1201 & 1301 Al Tahoe Blvd, in South Lake Tahoe, California. The project site is located on Al Tahoe Boulevard just east of the intersection of Johnson Boulevard and Al Tahoe Boulevard, approximately 0.4 miles east of Highway 50 in South Lake Tahoe. The project is located at 38°55'45.05"N, 119°58'7.44W" and is identified in the Improvement Plans in Appendix B.

2.1.2 Existing Conditions

As of the initial date of this SWPPP, the project site is the existing Bijou Community Park, owned and managed by the City of South Lake Tahoe. There are no known historic sources of contamination at the site.

2.1.3 Existing Drainage

The project site topography ranges from relatively level to rolling. The elevation of the project site ranges from 6,270 feet to 6,285 feet above mean sea level (msl). Surface drainage at the site currently flows to the west on the northern portion of the site towards Trout Creek, and to the east on the southern portion of the site, towards Bijou Creek. Neither creek flows through the project site. Stormwater is conveyed through surface runoff. Stormwater discharges from the site, are not considered direct discharges, as defined by the State Water Board into either Trout or Bijou Creeks. Existing site topography, drainage patterns, and stormwater conveyance systems are shown on the Improvement Plans for Bijou Park Connector Trail.

The project discharges to Lake Tahoe that is listed for water quality impairment on the most recent 303(d)-list for:

- Nitrogen
- Phosphorous
- Sedimentation/Siltation

2.1.4 Geology and Groundwater

The site is underlain by loamy coarse sand per the NRCS Soil Survey. Groundwater occurs beneath the site more than 80 inches below ground surface. The groundwater gradient is toward the west on the northern portion of the site and toward the east on the southern portion of the site.

2.1.5 Project Description

Project grading will occur on approximately 1.3 acres of the project, which comprises approximately 100 percent of the total area disturbed by construction. The limits of grading are based on the daylight for the trail cut and fill slopes, culvert and drainage improvements, and ramps as shown in the Improvement Plans for the Bijou Park Connector Trail. The total graded material is estimated to be 770 cubic yards. Approximately 800 cubic yards of fill material, primarily aggregate base for asphalt concrete pavement and concrete curb and ramp sections, will be imported during grading activities. Excess native soil materials that cannot be reused as trail fill, approximately 370 cubic yards will be hauled away and disposed of at a TRPA-

approved location or outside of the Tahoe basin. Soil will be stockpiled at the staging area shown on the Site Map in Appendix B. Construction activities will not be phased.

2.1.6 Developed Condition

Existing drainage paths are shown on in the Improvement Plans in Appendix B. The proposed drainage patterns will match the existing drainage patterns and will continue to be conveyed to Trout and Bijou Creeks. The project includes the installation of a sediment trap on the discharge from an existing drop inlet, and installation of a culvert where the proposed trail crosses an existing drainage. For the below table, the construction site area is calculated as the area disturbed by construction activities. The majority of the construction activities will occur in previously-disturbed areas; staging is proposed on existing paved surface as shown in the Site Map in Appendix B.

Table 2.1 Construction Site Estimates

Construction site area	1.3	acres
Percent impervious before construction	25	%
Runoff coefficient before construction	0.4	
Percent impervious after construction	30	%
Runoff coefficient after construction	0.6	

2.2 PERMITS AND GOVERNING DOCUMENTS

In addition to the General Permit, the following documents have been taken into account while preparing this SWPPP

- Regional Water Board requirements
- Basin Plan requirements
- Contract Documents
- Air Quality Regulations and Permits
- Federal Endangered Species Act
- National Historic Preservation Act/Requirements of the State Historic Preservation Office
- State of California Endangered Species Act
- Clean Water Act Section 401 Water Quality Certifications and 404 Permits
- CA Department of Fish and Game 1600 Streambed Alteration Agreement

2.3 STORMWATER RUN-ON FROM OFFSITE AREAS

Run-on to the site is generated by 35 acres of park and ballfield development in the Bijou Creek watershed and minimally developed 8 acres of Trout Creek watershed. Run-on via sheet flow will be prevented from entering the project area; however, the installation of the sediment trap and culvert crossing could occur when channelized run-on flow is conveyed.

The stormwater runoff drainage area contributing to offsite run-on is estimated to be approximately 44 acres. The anticipated runoff coefficients range from 0.4 to 0.6. The anticipated off-site run-on to the project site is estimated to be 29 cfs for the compliance storm; calculations are included in Appendix A.

The General Permit requires that temporary BMPs be implemented to direct offsite run-on away from disturbed areas through the use of runoff controls. The following BMPs will be implemented: fiber rolls. These BMPs will be located upstream of the work and staging areas to divert upstream sheet flow around the work and staging areas. The off-site drainage areas and associated stormwater conveyance facilities or BMPs are shown on in the Improvement Plans in Appendix B.

2.4 FINDINGS OF THE CONSTRUCTION SITE SEDIMENT AND RECEIVING WATER RISK DETERMINATION

There is no risk level in the Tahoe Construction General Permit (CGP). All projects are considered the same risk.

All surface flows generated within the project site that discharge to surface waters or municipal storm sewer collection systems shall not contain constituents in excess of the following concentrations:

	Effluent Limitations	
Parameter	**Units**	**Maximum Daily Effluent Limitations for Discharge to Surface Waters**
Total Nitrogen (as N)	mg/L	0.5
Total Phosphorus (as P)	mg/L	0.1
Total Iron	mg/L	0.5
Turbidity	NTU	20*
Grease and Oil	mg/L	2

Note* - For ATS: 10 NTU for daily flow-weighted average and 20 NTU for any single sample.

If constituent concentrations of waters entering the project area exceed the numerical limitations specified above, there shall be no increase in the constituent concentrations in the waters that are discharged from the project area.

All surface flows generated within the project area, or as a result of the development of the project that are discharged to surface waters or municipal storm water collection systems shall not contain the following:

- Substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, or animal life; and,

- Coliform organisms attributable to human wastes.

2.5 CONSTRUCTION SCHEDULE

The proposed construction schedule limits earthwork-related activities between May 1 to October 15, 2025 unless a grading exception is obtained. Modification or extension of the schedule (start and end dates) may affect risk determination and permit requirements. The LRP shall contact the QSD if the schedule changes during construction to address potential impact to the SWPPP.

2.6 POTENTIAL CONSTRUCTION ACTIVITY AND POLLUTANT SOURCES

Appendix G includes a list of construction activities and associated materials that are anticipated to be used onsite. These activities and associated materials will or could potentially contribute pollutants, other than sediment, to stormwater runoff.

The anticipated activities and associated pollutants were used in Section 3 to select the Best Management Practices for the project. Location of anticipated pollutants and associated BMPs are shown on the Site Map in Appendix B.

For sampling requirements for non-visible pollutants associated with construction activity please refer to Section 7.7.1. For a full and complete list of onsite pollutants, refer to the Material Safety Data Sheets (MSDS), which are retained onsite at the construction trailer.

2.7 IDENTIFICATION OF NON-STORMWATER DISCHARGES

Non-stormwater discharges consist of discharges which do not originate from precipitation events. The General Permit provides allowances for specified non-stormwater discharges that do not cause erosion or carry other pollutants.

Non-stormwater discharges into storm drainage systems or waterways, which are not authorized under the General Permit and listed in the SWPPP, or authorized under a separate NPDES permit, are prohibited.

No non-stormwater discharges that are authorized from this project site.

Activities at this site that may result in unauthorized non-stormwater discharges include:

- Sawcutting
- Demolition
- Vehicle & Equipment Fueling & Maintenance

Steps will be taken, including the implementation of appropriate BMPs, to ensure that unauthorized discharges are eliminated, controlled, disposed, or treated on-site. Discharges of construction materials and wastes, such as fuel or paint, resulting from dumping, spills, or direct contact with rainwater or stormwater runoff, are also prohibited.

The following discharge(s) have been authorized by (a) regional NPDES permit(s):

- None

2.8 REQUIRED SITE MAP INFORMATION

The construction project's Site Map(s) showing the project location, surface water boundaries, geographic features, construction site perimeter and general topography and other requirements identified in Attachment B of the General Permit is located in Appendix B. Table 2.5 identifies Map or Sheet Nos. where required elements are illustrated.

Table 2.5 Required Map Information

Included on Map/Plan Sheet No. (1)	Required Element
Improvement Plans	The project's surrounding area (vicinity)
Improvement Plans	Site layout
Improvement Plans	Construction site boundaries
Site Map	Drainage areas
Improvement Plans	Discharge locations
Site Map	Sampling locations
Improvement Plans	Areas of soil disturbance (temporary or permanent)
Improvement Plans	Active areas of soil disturbance (cut or fill)
Improvement Plans	Locations of runoff BMPs
Improvement Plans	Locations of erosion control BMPs
Improvement Plans	Locations of sediment control BMPs
Not Applicable	ATS location (if applicable)
Not Applicable	Locations of sensitive habitats, watercourses, or other features which are not to be disturbed
Improvement Plans	Locations of all post construction BMPs
Site Map	Waste storage areas
Site Map	Vehicle storage areas
Site Map	Material storage areas
Site Map	Entrance and Exits
Site Map	Fueling Locations

Notes: (1) Indicate maps or drawings that information is included on (e.g., Vicinity Map, Site Map, Drainage Plans, Grading Plans, Progress Maps, etc.)

* All areas disturbed by construction will be stabilized, revegetated and mulched in accordance with the TRPA permit issued for the project. The approved construction storage and staging areas will be stabilized and mulched with no revegetation in accordance with the TRPA permit.

Section 3 Best Management Practices

3.1 SCHEDULE FOR BMP IMPLEMENTATION

BMPs for the staging areas will be installed prior to the use of each individual staging area. BMPs for the work areas will be installed as work begins in each area and will be maintained until work in each area is complete and the area is stabilized.

Table 3.1 BMP Implementation Schedule

	BMP	Implementation	Duration
Erosion Control	EC-1, Scheduling	Prior to Construction	Entirety of Project
	EC-2, Preservation of Existing Vegetation	Start of Construction	Entirety of Project
Sediment Control	Fiber Rolls	Start of Construction in Work Area	Until Work Area is stabilized
Tracking Control	Street Sweeping	Start of Excavation	Entirety of Project
Wind Erosion	Wind Erosion Control	Start of Excavation	Entirety of Project

3.2 EROSION AND SEDIMENT CONTROL

Erosion and sediment controls are required by the General Permit to provide effective reduction or elimination of sediment related pollutants in stormwater discharges and authorized non-stormwater discharges from the Site. Applicable BMPs are identified in this section for erosion control, sediment control, tracking control, and wind erosion control.

3.2.1 Erosion Control

Erosion control, also referred to as soil stabilization, consists of source control measures that are designed to prevent soil particles from detaching and becoming transported in stormwater runoff. Erosion control BMPs protect the soil surface by covering and/or binding soil particles.

This construction project will implement the following practices to provide effective temporary and final erosion control during construction:

1. Preserve existing vegetation where required and when feasible.
2. The area of soil disturbing operations shall be controlled such that the Contractor is able to implement erosion control BMPs quickly and effectively.
3. Stabilize non-active areas within 14 days of cessation of construction activities or sooner if stipulated by local requirements.
4. Control erosion in concentrated flow paths by applying erosion control blankets, check dams, erosion control seeding or alternate methods.
5. Prior to the completion of construction, apply permanent erosion control to remaining disturbed soil areas.

Sufficient erosion control materials shall be maintained onsite to allow implementation in conformance with this SWPPP.

The following temporary erosion control BMP selection table indicates the BMPs that shall be implemented to control erosion on the construction site. Fact Sheets for temporary erosion control BMPs are provided in Appendix H.

Table 3.2 Temporary Erosion Control BMPs

CASQA Fact Sheet	BMP Name	Meets a Minimum Requirement[1]	BMP Used		If not used, state reason
			YES	NO	
EC-1	Scheduling	✓	X		
EC-2	Preservation of Existing Vegetation	✓	X		
EC-3	Hydraulic Mulch	✓[2]		X	Not Applicable
EC-4	Hydroseed	✓[2]		X	Not Applicable
EC-5	Soil Binders	✓[2]		X	Not Applicable
EC-6	Straw Mulch	✓[2]		X	Not Applicable
EC-7	Geotextiles and Mats	✓[2]		X	Not Applicable
EC-8	Wood Mulching	✓[2]		X	Not Applicable
EC-9	Earth Dike and Drainage Swales	✓[3]		X	Not Applicable
EC-10	Velocity Dissipation Devices			X	Not Applicable
EC-11	Slope Drains			X	Not Applicable
EC-12	Stream Bank Stabilization			X	Not Applicable
EC-14	Compost Blankets	✓[2]		X	Not Applicable
EC-15	Soil Preparation-Roughening			X	Not Applicable
EC-16	Non-Vegetated Stabilization	✓[2]		X	Not Applicable
WE-1	Wind Erosion Control	✓	X		
Alternate BMPs Used:					**If used, state reason:**
None					

[1] Applicability to a specific project shall be determined by the QSD.
[2] The QSD shall ensure implementation of one of the minimum measures listed or a combination thereof to achieve and maintain the Risk Level requirements.
[3] Run-on from offsite shall be directed away from all disturbed areas, diversion of offsite flows may require design/analysis by a licensed civil engineer and/or additional environmental permitting

These temporary erosion control BMPs shall be implemented in conformance with the following guidelines and as outlined in the BMP Factsheets provided in Appendix H. If there is a conflict between documents, the Improvement Plans will prevail over narrative in the body of the SWPPP or guidance in the BMP Fact Sheets. Site specific details in the Improvement Plans prevail over standard details included in the Fact Sheets. The narrative in the body of the SWPPP prevails over guidance in the BMP Fact Sheets.

Scheduling

The project will sequence construction activities with the installation of erosion controls and stabilization of disturbed areas prior to predicted storm events. Grading activities will be restricted to the period of May 1 through October 15.

Preservation of Existing Vegetation

Trees will be protected by tree protection fencing located at the dripline. Only areas to be disturbed or where work is planned shall be disturbed during construction. Equipment will be restricted from going past perimeter and vegetation fencing during the project. No disturbance of vegetation outside the planned area of work will be allowed.

Wind Erosion Control

Water will be applied to disturbed soil areas and stockpiles as necessary to control dust and wind erosion.

3.2.2 Sediment Controls

Sediment controls are temporary or permanent structural measures that are intended to complement the selected erosion control measures and reduce sediment discharges from active construction areas. Sediment controls are designed to intercept and settle out soil particles that have been detached and transported by the force of water.

The following sediment control BMP selection table indicates the BMPs that shall be implemented to control sediment on the construction site. Fact Sheets for temporary sediment control BMPs are provided in Appendix H.

Table 3.3 Temporary Sediment Control BMPs

CASQA Fact Sheet	BMP Name	Meets a Minimum Requirement[1]	BMP used		If not used, state reason
			YES	NO	
SE-1	Silt Fence	✓[2] [3]		X	Not Applicable
SE-2	Sediment Basin			X	Not Applicable
SE-3	Sediment Trap			X	Not Applicable
SE-4	Check Dams			X	Not Applicable
SE-5	Fiber Rolls	✓[2][3]	X		
SE-6	Gravel Bag Berm	✓[3]		X	Not Applicable
SE-7	Street Sweeping	✓	X		
SE-8	Sandbag Barrier			X	Not Applicable
SE-9	Straw Bale Barrier			X	Not Applicable
SE-10	Storm Drain Inlet Protection	✓ RL2&3		X	Not Applicable
SE-11	ATS			X	Not Applicable
SE-12	Manufactured Linear Sediment Controls			X	Not Applicable
SE-13	Compost Sock and Berm	✓[3]		X	Not Applicable
SE-14	Biofilter Bags	✓[3]		X	Not Applicable
TC-1	Stabilized Construction Entrance and Exit	✓	X		
TC-2	Stabilized Construction Roadway			X	Not Applicable
TC-3	Entrance Outlet Tire Wash			X	Not Applicable
Alternate BMPs Used:					**If used, state reason:**

[1] Applicability to a specific project shall be determined by the QSD
[2] The QSD shall ensure implementation of one of the minimum measures listed or a combination thereof to achieve and maintain the Risk Level requirements
[3]Risk Level 2 &3 shall provide linear sediment control along toe of slope, face of slope, and at the grade breaks of exposed slope

These temporary sediment control BMPs shall be implemented in conformance with the following guidelines and in accordance with the BMP Fact Sheets provided in Appendix H. If there is a conflict between documents, the Site Map will prevail over narrative in the body of the SWPPP or guidance in the BMP Fact Sheets. Site specific details in the Site Map prevail over standard details included in the Site Map. The narrative in the body of the SWPPP prevails over guidance in the BMP Fact Sheets.

Fiber Rolls

Fiber rolls will be installed at the perimeter of the construction site and staging areas to treat sheet runoff leaving the construction site, as well as to define the limits of the site to prevent disturbance outside the work limits. Fiber rolls will be secured using stakes or gravel bags to ensure 100% contact with soil surface.

Street Sweeping

Street sweeping will be conducted on a regular basis to prevent buildup of sediment or other pollutants on paved surfaces in the project area. Street sweeping will be used for tracking and on all earthwork operations.

Stabilized Construction Entrance and Exit

Numerous construction staging and storage areas have been approved for use for the project. Tracking will be managed using temporary construction entrance BMP and sweeping.

3.3 NON-STORMWATER CONTROLS AND WASTE AND MATERIALS MANAGEMENT

3.3.1 Non-Stormwater Controls

Non-stormwater discharges into storm drainage systems or waterways, which are not authorized under the General Permit, are prohibited. Non-stormwater discharges for which a separate NPDES permit is required by the local Regional Water Board are prohibited unless coverage under the separate NPDES permit has been obtained for the discharge. The selection of non-stormwater BMPs is based on the list of construction activities with a potential for non-stormwater discharges identified in Section 2.7 of this SWPPP.

The following non-stormwater control BMP selection table indicates the BMPs that shall be implemented to control sediment on the construction site. Fact Sheets for temporary non-stormwater control BMPs are provided in Appendix H. A Spill Response Plan is included in Appendix O.

Table 3.4 Temporary Non-Stormwater BMPs

CASQA Fact Sheet	BMP Name	Meets a Minimum Requirement[1]	BMP used		If not used, state reason
			YES	NO	
NS-1	Water Conservation Practices	✓	X		
NS-2	Dewatering Operation		X		
NS-3	Paving and Grinding Operation		X		
NS-4	Temporary Stream Crossing			X	Not Applicable
NS-5	Clear Water Diversion			X	Not Applicable
NS-6	Illicit Connection/Discharge	✓	X		
NS-7	Potable Water/Irrigation		X		
NS-8	Vehicle and Equipment Cleaning	✓	X		
NS-9	Vehicle and Equipment Fueling	✓	X		
NS-10	Vehicle and Equipment Maintenance	✓	X		
NS-11	Pile Driving Operation			X	Not Applicable
NS-12	Concrete Curing		X		
NS-13	Concrete Finishing			X	Not Applicable
NS-14	Material and Equipment Use Over Water			X	Not Applicable
NS-15	Demolition Removal Adjacent to Water			X	Not Applicable
NS-16	Temporary Batch Plants			X	
Alternate BMPs Used:			**If used, state reason:**		

[1] Applicability to a specific project shall be determined by the QSD

Non-stormwater BMPs shall be implemented in conformance with the following guidelines and in accordance with the BMP Fact Sheets provided in Appendix H. If there is a conflict between documents, the Site Map will prevail over narrative in the body of the SWPPP or guidance in the BMP Fact Sheets. Site specific details in the Site Map prevail over standard details included in the Site Map. The narrative in the body of the SWPPP prevails over guidance in the BMP Fact Sheets.

Water Conservation Practices

Water trucks and other water related equipment, rollers, and sweepers will be checked for leaks to minimize water waste. Equipment with leaks will be repaired, or removed from the job.

Dewatering Operation

Groundwater depths are anticipated to be more than 80 inches below ground surface. Excavations for the trail grading are expected to be a maximum of 30 inches. Minimal dewatering, less than 100 gallons, is expected for the installation of the sediment trap. Non-storm water encountered during excavation will be filtered and pumped into a water truck and used for dust control on the project site. If the amount of collected water exceeds the amount needed for dust control, the water will be discharged through a temporary sprinkler irrigation system to an upland vegetated area in a manner that does not cause erosion. The discharge of dewatering effluent either for dust control or via sprinkler irrigation will be monitored visually by the QSP throughout effluent application. The QSP will direct the contractor as necessary to reduce application rates to prevent effluent from entering surface water drainages, including ephemeral drainages, and any stormwater conveyance infrastructure, including curb and gutter.

Paving and Grinding Operation

Plastic sheeting will be placed underneath the paver and any emulsion trucks or pots during overnight storage to catch drips or leaks. Residue from grinding, AC cutting, or removal operations will be picked up by mechanical or manual means and disposed of properly. Drainage facilities adjacent to paving or AC cutting operations will be protected to prevent pollutants from entering facilities. Following paving operations and AC sawcutting operations, all paving debris will be removed and swept and drainage facilities will be inspected for paving materials and AC residue. Prior to any forecasted rain event, the asphalt paving machine will be parked on plastic sheeting and the plastic sheeting will cover the asphalt hopper and augers. The plastic sheeting and covers will be removed when damaged and disposed of properly at a waste disposal facility.

Illicit Connection/Discharge

The contractor will implement this BMP throughout the duration of the project.

Potable Water/Irrigation

The contractor will implement this BMP for disposal of water used for pressure testing of the proposed water lines. Chlorinated water used for disinfection will be discharged to the sanitary sewer system with approval from the appropriate agencies, or disposed of at an approved off-site factility.

Vehicle and Equipment Cleaning

Vehicles and equipment will be brought on the job clean and will be removed for subsequent cleaning.

Vehicle and Equipment Fueling

All level paved surfaces located more than 50 feet from downstream drainage facilities within the project limits are potential fueling areas. Drip pans and absorbent pads will be used to prevent spills and drips during mobile fueling. Absorbent spill clean-up materials and spill kits will be available on all mobile fueling trucks. All leaking equipment will be repaired, or removed from the project.

Vehicle and Equipment Maintenance

Most vehicle and equipment maintenance will be performed offsite, with only minor maintenance, such as adding fluids, oil, or lubricants occurring at the project site. All such maintenance will be performed on level surfaces more than 50 feet from downstream drainage systems. Drip pans and plastic sheeting will be used for on-site maintenance, and absorbent spill cleanup materials and spill kits will be available.

Concrete Curing

When curing compounds are used, overspray will be avoided, and no compound will be allowed to run off from the application area.

3.3.2 Materials Management and Waste Management

Materials management control practices consist of implementing procedural and structural BMPs for handling, storing and using construction materials to prevent the release of those materials into stormwater discharges. The amount and type of construction materials to be utilized at the Site will depend upon the type of construction and the length of the construction period. The materials may be used continuously, such as fuel for vehicles and equipment, or the materials may be used for a discrete period, such as soil binders for temporary stabilization.

Waste management consist of implementing procedural and structural BMPs for handling, storing and ensuring proper disposal of wastes to prevent the release of those wastes into stormwater discharges.

Materials and waste management pollution control BMPs shall be implemented to minimize stormwater contact with construction materials, wastes and service areas; and to prevent materials and wastes from being discharged off-site. The primary mechanisms for stormwater contact that shall be addressed include:

- Direct contact with precipitation
- Contact with stormwater run-on and runoff
- Wind dispersion of loose materials
- Direct discharge to the storm drain system through spills or dumping
- Extended contact with some materials and wastes, such as asphalt cold mix and treated wood products, which can leach pollutants into stormwater.

A list of construction activities is provided in Section 2.6. The following Materials and Waste Management BMP selection table indicates the BMPs that shall be implemented to handle materials and control construction site wastes associated with these construction activities. Fact Sheets for Materials and Waste Management BMPs are provided in Appendix H.

Table 3.5 Temporary Materials Management BMPs

CASQA Fact Sheet	BMP Name	Meets a Minimum Requirement[1]	BMP used		If not used, state reason
			YES	NO	
WM-01	Material Delivery and Storage	✓	X		
WM-02	Material Use	✓	X		
WM-03	Stockpile Management	✓	X		
WM-04	Spill Prevention and Control	✓	X		
WM-05	Solid Waste Management	✓	X		
WM-06	Hazardous Waste Management	✓		X	Not applicable
WM-07	Contaminated Soil Management			X	Not applicable
WM-08	Concrete Waste Management	✓	X		
WM-09	Sanitary-Septic Waste Management	✓	X		
WM-10	Liquid Waste Management			X	Not applicable
Alternate BMPs Used:				**If used, state reason:**	

[1] Applicability to a specific project shall be determined by the QSD.

Material management BMPs shall be implemented in conformance with the following guidelines and in accordance with the BMP Fact Sheets provided in Appendix H. If there is a conflict between documents, the Site Map will prevail over narrative in the body of the SWPPP or guidance in the BMP Fact Sheets. Site specific details in the Site Map prevail over standard details included in the Site Map. The narrative in the body of the SWPPP prevails over guidance in the BMP Fact Sheets.

Material Delivery and Storage

Staging areas approved by TRPA in the project permit are shown on Map 2 of Appendix B, in the Water Pollution Control Plans, and in the project improvement plans. Materials that expected to be staged include BMP materials, pipe and appurtenances, traffic control devices, aggregate base, soil, and mulch. Equipment that will be staged includes excavators, backhoes, water trucks, trucks, paving equipment, and sweepers. Perimeter controls will be installed around staging areas, and the area will be delineated to protect existing vegetation.

Material Use

An ample supply of clean-up material will be kept near use areas. Secondary containment will be used for gas cans, oil, hydraulic fluids, concrete curing compounds, batteries, etc. when material are not being used. Spills will be contained and cleaned immediately. Sampling, monitoring, and reporting will be conducted where significant spills have occurred.

Stockpile Management

Stockpiles will be located a minimum of 50 feet from concentrated flows of storm water, drainage courses, and culvert inlets. Stockpiles will be contained and covered when not actively used. Stockpiles will be inspected daily by the contractor, weekly by the WPCM; and before, during, and after any storm events. Stockpiles will be sprayed with water for dust control, and all stockpiles will be removed or winterized prior to October 15th. In the event that cold mix is stored on site it will be stored on an impervious surface and covered with plastic sheeting.

Spill Prevention and Control

Spill prevention and control will be implemented to contain and clean up spills and prevent material discharges. All hazardous waste spills of 10 gallons or more will be reported to the El Dorado County Department of Environmental Health at (530) 621-5300.

Solid Waste Management

Solid wastes will be loaded directly into trucks and/or water tight containers that are covered at the end of the day. Construction litter and debris from the project will be removed weekly and disposed of at a properly licensed facility.

Concrete Waste Management

All concrete waste will be collected and properly disposed of. The waste will be collected by sweeping, shoveling, and /or other mechanical means. Portable temporary concrete washouts will be located a minimum of 50 feet from concentrated flows of storm water, drainage courses and downstream inlets. Washouts will be covered and protected from rain 24 hours prior to forecasted rain events (30% chance or greater). Concrete washouts will be inspected daily by the contractor, weekly by the WPCM, and before, during, and after any rain events.

Sanitary-Septic Waste Management

A licensed service will deliver and maintain portable restrooms to the project area. The restrooms will be located a minimum of 50' away from concentrated flows of storm water, drainage courses and downstream inlets. Portable restrooms will be inspected daily by the contractor, weekly by the WPCM, and before, during, and after any storm events.

3.4 POST CONSTRUCTION STORMWATER MANAGEMENT MEASURES

Post construction BMPs are permanent measures installed during construction, designed to reduce or eliminate pollutant discharges from the site after construction is completed.

This site is located in an area subject to a Phase I or Phase II Municipal Separate Storm Sewer System (MS4) permit approved Stormwater Management Plan. ☒ Yes ☐ No

Permanent BMPs addressing the creation of impervious surface are incorporated into the project and are shown in the Improvement plans. Maintenance of the existing and proposed BMPs on the site is conducted by the City of South Lake Tahoe.

Section 4 BMP Inspection, and Maintenance, and Rain Event Action Plans

4.1 BMP INSPECTION AND MAINTENANCE

The General Permit requires routine daily inspections of BMPs during active construction, along with inspections before, during, and after qualifying rain events. A BMP inspection checklist must be filled out for inspections and maintained on-site with the SWPPP. The inspection checklist includes the necessary information covered in Section 7.6. A blank inspection checklist can be found in Appendix I. Completed checklists shall be kept in CSMP Attachment 2 "Monitoring Records.

BMPs shall be maintained regularly to ensure proper and effective functionality. If necessary, corrective actions shall be implemented within 72 hours of identified deficiencies and associated amendments to the SWPPP shall be prepared by the QSD.

Specific details for maintenance, inspection, and repair of Construction Site BMPs can be found in the BMP Factsheets in Appendix H.

4.2 RAIN EVENT ACTION PLANS

From the dates of May 1 through October 15 of each year, and during periods in which construction activity is conducted under a variance to the BMP requirements of this General Permit (section VIII.A.16.), QSP shall develop a REAP no later than the calendar day (24 hours) prior to any anticipated precipitation event. An anticipated precipitation event is any weather pattern that is forecast to have a 30 percent or greater chance of producing 0.1 inch of precipitation as rainfall in the project area. During periods when thunderstorm activity is anticipated, the Discharger shall monitor weather conditions during the course of the day, and prepare and implement a REAP if the chance of thunderstorms becomes 30 percent or greater, or when visual observations indicate imminent precipitation. The QSP shall obtain, for each day of construction operations, a printed copy of precipitation forecast information from the National Weather Service (NWS) Forecast Office and keep the copy with the SWPPP monitoring records. Dischargers may access the daily forecasts by entering the city or zip code of the project's location at the following website: http://www.srh.noaa.gov/forecast. The intensity of predicted precipitation may be found at the link for the "Forecast Weather Table Interface."

The REAP shall be available onsite, and a QSP shall implement the REAP prior to the onset of an actual precipitation event. The REAP must be checked and updated daily for storms expected to last over a period of several days.

The REAP shall be developed for all phases of construction until the permit coverage is terminated by Lahontan Water Board staff. A REAP, at a minimum, shall include:

1. QSP name and contact number;
2. The date(s) rain is predicted to occur, and predicted chance of rain;
3. A description of all DSAs, material storage areas, stockpiles, vehicle and equipment storage and maintenance areas, and waste management areas to be protected.
4. For each area described above, list specific items to review and actions to perform prior to the rain event;

5. A description of the labor required or to be provided to complete the protective actions required.
6. A certification by the QSP that the REAP will be carried out as required by this General Permit; and,
7. A printout of the NWS weather forecast.

The SWPPP includes REAP templates but the QSP will need to customize them for each rain event. Site-specific REAP templates for each applicable project phase can be found in Appendix J. The QSP shall maintain a paper copy of completed REAPs in compliance with the record retention requirements Section 1.5 of this SWPPP. Completed REAPs shall be maintained in Appendix J.

Section 5 Training

Appendix L identifies the QSPs for the project. To promote stormwater management awareness specific for this project, weekly training of job-site personnel shall be included as part of routine project meetings (e.g. daily/weekly tailgate safety meetings), or task specific trainings as needed.

The QSP shall be responsible for providing this information at the meetings, and subsequently completing the training logs shown in Appendix K, which identifies the site-specific stormwater topics covered as well as the names of site personnel who attended the meeting. Tasks may be delegated to trained employees by the QSP provided adequate supervision and oversight is provided. Training shall correspond to the specific task delegated including: SWPPP implementation; BMP inspection and maintenance; and record keeping.

Documentation of training activities (formal and informal) is retained in SWPPP Appendix K.

Section 6 Responsible Parties and Operators

6.1 RESPONSIBLE PARTIES

Approved Signatories who are responsible for SWPPP implementation and have authority to sign permit-related documents are listed below. Written authorizations from the LRP for these individuals are provided in Appendix L. The Approved Signatories assigned to this project are:

Name	Title	Phone Number
None at this time		

QSP MANAGEMENT PLAN

QSPs identified for the project are identified in Appendix L. The QSP shall have primary responsibility and significant authority for the implementation, maintenance and inspection/monitoring of SWPPP requirements. The QSP will be available at all times throughout the duration of the project. Duties of the QSP include but are not limited to:

- Implementing all elements of the General Permit and SWPPP, including but not limited to:
  - Ensuring all BMPs are implemented, inspected, and properly maintained;
  - Performing daily non-stormwater and stormwater visual observations and inspections;
  - Performing non-stormwater and storm sampling and analysis, as required;
  - Performing routine inspections and observations at minimum on a daily basis;
  - Implementing non-stormwater management, and materials and waste management activities such as: monitoring discharges; general Site clean-up; vehicle and equipment cleaning, fueling and maintenance; spill control; ensuring that no materials other than stormwater are discharged in quantities which will have an adverse effect on receiving waters or storm drain systems; etc.;
  - Prepare and implement REAPs;
  - Prepare and submit water quality exceedance reports;
  - Conduct weekly water pollution control training and ensure that all employees have current training;
  - Correct any construction activities damaging water pollution control practices or causing water pollution.
- The QSP may delegate these inspections and activities to an appropriately trained employee, but shall ensure adequacy and adequate deployment.
- Ensuring elimination of unauthorized discharges.

- The QSPs shall be assigned authority by the LRP to mobilize crews in order to make immediate repairs to the control measures.
- Coordinate with the Contractor(s) to assure all of the necessary corrections/repairs are made immediately and that the project complies with the SWPPP, the General Permit and approved plans at all times.
- Notifying the general contractor's foreman by in-person or phone communication (including voice mail or text), and LRP or Authorized Signatory via e-mail immediately of off-site discharges or other non-compliance events.

6.2 CONTRACTOR LIST

Contractor

Name:

Title:

Company:

Address:

Phone Number:

Number (24/7):

Contractor information is not available at this time. Contractor information will be included by amendment after the contract is awarded, but prior to the start of construction.

Section 7 Construction Site Monitoring Program

7.1 Purpose

This Construction Site Monitoring Program was developed to address the following objectives:

1. Demonstrate that the site is in compliance with the discharge prohibitions and applicable effluent limitations.

2. Determine whether non-visible pollutants are present at the construction site and are causing or contributing to exceedances of water quality objectives.

3. Determine whether immediate corrective actions, additional BMPs, or SWPPP revisions are necessary to reduce pollutants in storm water discharges and authorized non-storm water discharges.

4. Determine whether BMPs included in the SWPPP/REAP are effective in preventing or reducing pollutants in storm water discharges and authorized non-storm water discharges.

5. Demonstrate that appropriate sample collection, handling, and analyses procedures are implemented.

7.2 Applicability of Permit Requirements

The General Permit identifies the following types of monitoring is applicable to this project:

- Visual inspections of Best Management Practices (BMPs);
- Visual monitoring of the site related to qualifying storm events;
- Visual monitoring of the site for non-stormwater discharges;
- Sampling and analysis of construction site runoff for pH and turbidity;
- Sampling and analysis of construction site runoff for other parameters if applicable;
- Sampling and analysis of non-stormwater discharges;
- Sampling and analysis of construction site runoff for non-visible pollutants when applicable; and,
- Sampling and analysis of non-stormwater discharges when applicable.

7.3. Weather and Rain Event Tracking

Visual monitoring and inspections requirements of the General Permit are triggered by a qualifying rain event. The General Permit defines a qualifying rain event as any event that produces ½ inch of precipitation. A minimum of 48 hours of dry weather will be used to distinguish between separate qualifying storm events.

Visual monitoring and inspections shall be conducted when there is a 30% chance or greater probability of 0.1 inch or more of precipitation is predicted in the project area. Sampling shall be conducted when there is a discharge off the project boundaries. A minimum of 48 hours of dry weather will be used to distinguish between separate storm events.

7.3.1 Weather Tracking

The QSP should daily consult the National Oceanographic and Atmospheric Administration (NOAA) for the weather forecasts. These forecasts can be obtained at http://www.srh.noaa.gov/. Weather reports should be printed and maintained with the SWPPP in CSMP Attachment 1 "Weather Reports".

7.3.2 Rain Gauges

The QSP shall install a rain gauge(s) on the project site. Locate the gauge in an open area away from obstructions such as trees or overhangs. Mount the gauge on a post at a height of 3 to 5 feet with the gauge extending several inches beyond the post. Make sure that the top of the gauge is level. Make sure the post is not in an area where rainwater can indirectly splash from sheds, equipment, trailers, etc.

The rain gauge(s) shall be read daily during normal site scheduled hours. The rain gauge should be read at approximately the same time every day and the date and time of each reading recorded. Log rain gauge readings in CSMP Attachment 1 "Weather Records". Follow the rain gauge instructions to obtain accurate measurements.

Once the rain gauge reading has been recorded, accumulated rain shall be emptied and the gauge reset.

For comparison with the site rain gauge, the nearest appropriate governmental rain gauge(s) is located at Lake Tahoe Airport.

7.4 Monitoring Locations

Monitoring locations are shown on the Water Pollution Control Plans in Appendix B. Monitoring locations are described in the Sections 7.6 and 7.7.

Whenever changes in the construction site might affect the appropriateness of sampling locations, the sampling locations shall be revised accordingly. All such revisions shall be implemented as soon as feasible and the SWPPP amended. Temporary changes that result in a one-time additional sampling location do not require a SWPPP amendment.

7.5 Safety and Monitoring Exemptions

Safety practices for sample collection will be in accordance with the contractor's health and safety plan.

Dischargers are not required to conduct visual inspections or physically collect samples outside of daylight hours, or when conditions exist that would be dangerous to personnel. Dischargers must conduct visual monitoring during daylight hours of any day of the week; however, Dischargers are only required to collect samples for analysis during active business/working days.

If monitoring (visual monitoring or sample collection) of the site is unsafe because of the dangerous conditions noted above then the QSP shall document the conditions for why an exception to performing the monitoring was necessary. The exemption documentation shall be filed in CSMP Attachment 2 "Monitoring Records".

7.6 Visual Monitoring

Visual monitoring includes observations and inspections. Inspections of BMPs are required to identify and record BMPs that need maintenance to operate effectively, that have failed, or that could fail to operate as intended. Visual observations of the site are required to observe storm water drainage areas to identify any spills, leaks, or uncontrolled pollutant sources.

Table 7.1 identifies the required frequency of visual observations and inspections. Inspections and observations will be conducted at the locations identified in Section 7.6.3.

Table 7.1 Summary of Visual Monitoring and Inspections

Type of Inspection	Frequency
Routine Inspections	
BMP Inspections	Daily from May 1 to October 15, Monthly from October 16 to April 30
Non-Stormwater Discharge Observations	Daily from May 1 to October 15, Monthly from October 16 to April 30
Rain Event Triggered Inspections	
Site Inspections Prior to a Qualifying Event	Within 24 hours of a qualifying event
BMP Inspections During an Extended Storm Event	Every 24-hour period of a rain event
Site Inspections Following a Qualifying Event	Within 24 hours of a qualifying event

7.6.1 Routine Observations and Inspections

Routine site inspections and visual monitoring are necessary to ensure that the project is in compliance with the requirements of the Construction General Permit.

7.6.1.1 Routine BMP Inspections

Inspections of BMPs are conducted to identify and record:

- BMPs that are properly installed;
- BMPs that need maintenance to operate effectively;
- BMPs that have failed; or
- BMPs that could fail to operate as intended.

7.6.1.2 Non-Stormwater Discharge Observations

Each drainage area will be inspected for the presence of or indications of prior unauthorized and authorized non-stormwater discharges. Inspections will record:

- Presence or evidence of any non-stormwater discharge (authorized or unauthorized);
- Pollutant characteristics (floating and suspended material, sheen, discoloration, turbidity, odor, etc.); and
- Source of discharge.

7.6.2 Rain-Event Triggered Observations and Inspections

Visual observations of the site and inspections of BMPs are required prior to a qualifying rain event; following a qualifying rain event, and every 24-hour period during a qualifying rain event. Pre-rain inspections will be conducted after consulting NOAA and determining that a precipitation event with a 30% chance or greater probability of 0.1 inch or more of precipitation has been predicted.

7.6.2.1 Visual Observations Prior to a Forecasted Qualifying Rain Event

Within 24-hours prior to a qualifying event a stormwater visual monitoring site inspection will include observations of the following locations:

- Stormwater drainage areas to identify any spills, leaks, or uncontrolled pollutant sources;
- BMPs to identify if they have been properly implemented;
- Any stormwater storage and containment areas to detect leaks and ensure maintenance of adequate freeboard.

Pre-rain BMP inspections and visual monitoring will be triggered by a NOAA forecast that indicates a probability of precipitation of 30% or more in the project area.

7.6.2.2 BMP Inspections During an Extended Storm Event

During an extended rain event BMP inspections will be conducted to identify and record:

- BMPs that are properly installed;
- BMPs that need maintenance to operate effectively;
- BMPs that have failed; or
- BMPs that could fail to operate as intended.

If the construction site is not accessible during the rain event, the visual inspections shall be performed at all relevant outfalls, discharge points, downstream locations. The inspections should record any projected maintenance activities.

7.6.2.3 Visual Observations Following a Qualifying Rain Event

Within 48 hours following a qualifying rain event (0.5 inches of rain) a stormwater visual monitoring site inspection is required to observe:

- Stormwater drainage areas to identify any spills, leaks, or uncontrolled pollutant sources;
- BMPs to identify if they have been properly designed, implemented, and effective;
- Need for additional BMPs;

- Any stormwater storage and containment areas to detect leaks and ensure maintenance of adequate freeboard; and
- Discharge of stored or contained rain water.

7.6.3 Visual Monitoring Procedures

Visual monitoring shall be conducted by the QSP or staff trained by and under the supervision of the QSP.

The name(s) and contact number(s) of the site visual monitoring personnel are listed below and their training qualifications are provided in Appendix K.

Assigned inspector: Jennifer Roman, QSD/QSP Contact phone: (775) 291-6337

Alternate inspector: To Be Determined Contact phone: To Be Determined

Stormwater observations shall be documented on the *Visual Inspection Field Log Sheet* (see CSMP Attachment 3 "Example Forms"). BMP inspections shall be documented on the site specific BMP inspection checklist. Any photographs used to document observations will be referenced on stormwater site inspection report and maintained with the Monitoring Records in Attachment 2.

The QSP shall within three days of the inspection submit copies of the completed inspection report to the LRP.

The completed reports will be kept in CSMP Attachment 2 "Monitoring Records".

7.6.4 Visual Monitoring Follow-Up and Reporting

Correction of deficiencies identified by the observations or inspections, including required repairs or maintenance of BMPs, shall be initiated and completed as soon as possible.

If identified deficiencies require design changes, including additional BMPs, the implementation of changes will be initiated within 72 hours of identification and be completed as soon as possible. When design changes to BMPs are required, the SWPPP shall be amended to reflect the changes.

Deficiencies identified in site inspection reports and correction of deficiencies will be tracked on the *Inspection Field Log Sheet* or *BMP Inspection Report* and shall be submitted to the QSP and shall be kept in CSMP Attachment 2 "Monitoring Records".

The QSP shall within three days of the inspection submit copies of the completed *Inspection Field Log Sheet* or *BMP Inspection Report* with the corrective actions to the LRP.

Results of visual monitoring must be summarized and reported in the Annual Report.

7.6.5 Visual Monitoring Locations

The inspections and observations identified in Sections 7.6.1 and 7.6.2 will be conducted at the locations identified in this section.

BMP locations are shown on the Water Pollution Control Plans in Appendix B.

There are two drainage areas on the project site and the contractor's yard, staging areas, and storage areas. The project drainage areas are shown on Site Map 2 in Appendix B and Table 7.2 identifies each drainage area by location.

Table 7.2 Site Drainage Areas

Location No.	Location
1	Tributary to Bijou Creek
2	Tributary to Trout Creek

There are no stormwater storage or containment areas on the project site. Stormwater storage or containment area(s) are shown on the Site Maps in Appendix B and Table 7.3 identifies each stormwater storage or containment area by location.

Table 7.3 Stormwater Storage and Containment Areas

Location No.	Location
None	

There is one discharge location from the project site. Site stormwater discharge location is shown in the Map 2 in Appendix B and Table 7.4 identifies each stormwater discharge location.

Table 7.4 Site Stormwater Discharge Locations

Location No.	Location
DS1	Proposed Culvert under Trail
DS2	Curb and Gutter at Al Tahoe/Johnson Intersection

7.7 Water Quality Sampling and Analysis

7.7.1 Sampling and Analysis Plan for Non-Visible Pollutants in Stormwater Runoff Discharges

This Sampling and Analysis Plan for Non-Visible Pollutants describes the sampling and analysis strategy and schedule for monitoring non-visible pollutants in stormwater runoff discharges from the project site.

Sampling for non-visible pollutants will be conducted when (1) a breach, leakage, malfunction, or spill is observed; and (2) the leak or spill has not been cleaned up prior to the rain event; and (3) there is the potential for discharge of non-visible pollutants to surface waters or drainage system.

The following construction materials, wastes, or activities, as identified in Section 2.6, are potential sources of non-visible pollutants to stormwater discharges from the project. Storage, use, and operational locations are shown on the Map 2 and in the Water Pollution Control Plans in Appendix B.

- Sawcutting
- Demolition
- Vehicle & Equipment Fueling & Maintenance
- Disinfection

The following existing site features, as identified in Section 2.6, are potential sources of non-visible pollutants to stormwater discharges from the project. Locations of existing site features contaminated with non-visible pollutants are shown on the Site Maps in Appendix B.

- None

The following soil amendments have the potential to change the chemical properties, engineering properties, or erosion resistance of the soil and will be used on the project site. Locations of soil amendment application are shown on the Site Maps in Appendix B.

- None

The project has the potential to receive stormwater run-on from the following locations with the potential to contribute non-visible pollutants to stormwater discharges from the project. Locations of such run-on to the project site are shown on the Site Maps in Appendix B.

- None

7.7.1.1 Sampling Schedule

Samples for the potential non-visible pollutant(s) and a sufficiently large unaffected background sample shall be collected during the first two hours of discharge from rain events that result in a sufficient discharge for sample collection. Samples shall be collected during the site's scheduled hours and shall be collected regardless of the time of year and phase of the construction.

Collection of discharge samples for non-visible pollutant monitoring will be triggered when any of the following conditions are observed during site inspections conducted prior to or during a rain event.

- Materials or wastes containing potential non-visible pollutants are not stored under watertight conditions. Watertight conditions are defined as (1) storage in a watertight container, (2) storage under a watertight roof or within a building, or (3) protected by temporary cover and containment that prevents stormwater contact and runoff from the storage area.
- Materials or wastes containing potential non-visible pollutants are stored under watertight conditions, but (1) a breach, malfunction, leakage, or spill is observed, (2) the leak or spill is not cleaned up prior to the rain event, and (3) there is the potential for discharge of non-visible pollutants to surface waters or a storm drain system.
- A construction activity, including but not limited to those in Section 2.6, with the potential to contribute non-visible pollutants (1) was occurring during or within 24 hours prior to the rain event, (2) BMPs were observed to be breached, malfunctioning, or improperly implemented, and (3) there is the potential for discharge of non-visible pollutants to surface waters or a storm drain system.
- Soil amendments that have the potential to change the chemical properties, engineering properties, or erosion resistance of the soil have been applied, and there is the potential for discharge of non-visible pollutants to surface waters or a storm drain system.
- Stormwater runoff from an area contaminated by historical usage of the site has been observed to combine with stormwater runoff from the site, and there is the potential for discharge of non-visible pollutants to surface waters or a storm drain system.

7.7.1.2 Sampling Locations

Sampling locations are based on proximity to planned non-visible pollutant storage, occurrence or use; accessibility for sampling, and personnel safety. Planned non-visible pollutant sampling locations are shown on the Water Pollution Control Plans in Appendix B and include the locations identified in Tables 7.5 through 7.9.

Six sampling location(s) on the project site have been identified for the collection of samples of runoff from planned material and waste storage areas and areas where non-visible pollutant producing construction activities are planned.

Table 7.5 Non-Visible Pollutant Sample Locations – Staging Areas

Sample Location Number	Sample Location Description	Sample Location Latitude and Longitude
DS Yard	Downstream of Contractor's Yard	38°55'54.82"°N, 119°58'7.85"W

No sampling locations have been identified for the collection of samples of runoff from drainage areas where soil amendments will be applied that have the potential to affect water quality.

Table 7.6 Non-Visible Pollutant Sample Locations – Soil Amendment Areas

Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
None		

No sampling locations have been identified for the collection of samples of runoff from drainage areas contaminated by historical usage of the site.

Table 7.7 Non-Visible Pollutant Sample Locations – Areas of Historical Contamination

Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
None		

Six sampling locations have been identified for the collection of an uncontaminated sample of runoff as a background sample for comparison with the samples being analyzed for non-visible pollutants. These locations were selected such that the sample will not have come in contact with the operations, activities, or areas identified in Section 7.7.1 or with disturbed soils areas.

Table 7.8 Non-Visible Pollutant Sample Locations – Background (Unaffected Sample)

Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
US Yard	Upstream of Contractor's Yard	38°55'53.84"N, 119°58'7.79W°

One sampling location has been identified for the collection of samples of run-on to the project site. Run-on from this location has the potential to combine with discharges from the site being sampled for non-visible pollutants. These samples are intended to identify potential sources of non-visible pollutants that originate off the project site.

Table 7.9 Non-Visible Pollutant Sample Locations – Site Run-On

Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
US1	DI on Al Tahoe	38°55'37.75"N, 119°58'0.87"W
US2	Curb & Gutter east of main park driveway	38°55'42.93"N, 119°58'5.58"W

If a stormwater visual monitoring site inspection conducted prior to or during a storm event identifies the presence of a material storage, waste storage, or operations area with spills or the potential for the discharge of non-visible pollutants to surface waters or a storm drain system that is at a location not listed above and has not been identified on the Site Maps, sampling locations will be selected by the QSP using the same rationale as that used to identify planned locations. Non-visible pollutant sampling locations shall be identified by the QSP on the Rain Event Action Plan prior to a forecasted qualifying rain event.

7.7.1.3 Monitoring Preparation

Non-visible pollutant samples will be collected by:

Contractor ☐ Yes ☒ No

Consultant ☒ Yes ☐ No

Laboratory ☐ Yes ☒ No

Samples on the project site will be collected by the QSP:

Name/Telephone Number: Jennifer Roman, (775) 291-6337

Alternate(s)/Telephone Number: To Be Determined

An adequate stock of monitoring supplies and equipment for monitoring non-visible pollutants will be available on the project site prior to a sampling event. Monitoring supplies and equipment will be stored in a cool temperature environment that will not come into contact with rain or direct sunlight. Sampling personnel will be available to collect samples in accordance with the sampling schedule. Supplies maintained at the project site will include, but are not limited to, clean powder-free nitrile gloves, sample collection equipment, coolers, appropriate number and volume of sample bottles, identification labels, re-sealable storage bags, paper towels, personal rain gear, ice, and *Effluent Sampling Field Log Sheets* and Chain of Custody (CoC) forms, which are provided in CSMP Attachment 3 “Example Forms”.

7.7.1.4 Analytical Constituents

Table 7.10 lists the specific sources and types of potential non-visible pollutants on the project site and the water quality indicator constituent(s) for that pollutant.

Table 7.10 Potential Non-Visible Pollutants and Water Quality Indicator Constituents

Pollutant Source	Pollutant	Water Quality Indicator Constituent
Vehicle Batteries	Sulfuric acid, pH, lead	pH
Disinfection	Chlorine	pH

7.7.1.5 Sample Collection

Samples of discharge shall be collected at the designated non-visible pollutant sampling locations shown on the Water Pollution Control plans in Appendix B or in the locations determined by observed breaches, malfunctions, leakages, spills, operational areas, soil amendment application areas, and historical site usage areas that triggered the sampling event.

Grab samples shall be collected and preserved in accordance with the methods identified in the Table, "Sample Collection, Preservation and Analysis for Monitoring Non-Visible Pollutants" provided in Section 7.7.1.6. Only the QSP, or personnel trained in water quality sampling under the direction of the QSP shall collect samples.

Sample collection and handling requirements are described in Section 7.7.7.

7.7.1.6 Sample Analysis

Samples shall be analyzed using the analytical methods identified in the Table 7.11.

Samples will be analyzed by:

Laboratory Name:	Alpha Analytical, Inc.
Street Address:	255 Glendale Avenue, Suite 21
City, State Zip:	Sparks, NV 89431
Telephone Number:	(775) 355-1044
Point of Contact:	Reyna Vallejo

Samples will be delivered to the laboratory by:

Driven by Contractor	☒ Yes	☐ No
Picked up by Laboratory Courier	☐ Yes	☒ No
Shipped	☐ Yes	☒ No

Table 7.11 Sample Collection, Preservation and Analysis for Monitoring Non-Visible Pollutants

Constituent	Analytical Method	Minimum Sample Volume	Sample Containers	Sample Preservation	Reporting Limit	Maximum Holding Time
pH	150.1	50 ml	Polypropylene	Store at 4°C (39.2°F)	0.2	48 hours
Notes:						

7.7.1.7 Data Evaluation and Reporting

The QSP shall complete an evaluation of the water quality sample analytical results.

Runoff/downgradient results shall be compared with the associated upgradient/unaffected results and any associated run-on results. Should the runoff/downgradient sample show an increased level of the tested analyte relative to the unaffected background sample, which cannot be explained by run-on results, the BMPs, site conditions, and surrounding influences shall be assessed to determine the probable cause for the increase.

As determined by the site and data evaluation, appropriate BMPs shall be repaired or modified to mitigate discharges of non-visible pollutant concentrations. Any revisions to the BMPs shall be recorded as an amendment to the SWPPP.

The General Permit prohibits the storm water discharges that contain hazardous substances equal to or in excess of reportable quantities established in 40 C.F.R. §§ 117.3 and 302.4. The results of any non-stormwater discharge results that indicate the presence of a hazardous substance in excess of established reportable quantities shall be immediately reported to the Regional Water Board and other agencies as required by 40 C.F.R. §§ 117.3 and 302.4.

Results of non-visible pollutant monitoring shall be reported in the Annual Report.

7.7.2 Sampling and Analysis Plan for pH and Turbidity in Stormwater Runoff Discharges

Sampling and analysis of runoff for pH and turbidity is required for this project. This Sampling and Analysis Plan describes the strategy for monitoring turbidity and pH levels of stormwater runoff discharges from the project site and run-on that may contribute to an exceedance of a Numeric Action Level (NAL) [or the exceedance of a Receiving Water Monitoring Trigger].

Samples for turbidity will be collected from all drainage areas with disturbed soil areas and samples for pH will be collected from all drainage areas with a high risk of pH altering discharge.

7.7.2.1 Sampling Schedule

Stormwater runoff samples shall be collected for turbidity from each day of a qualifying rain event that results in a discharge from the project site. At minimum, turbidity samples will be collected from each site discharge location draining a disturbed area. A minimum of three samples will be collected per day of discharge during a qualifying event. Samples should be representative of the total discharge from the project each day of discharge during the qualifying event. Typically representative samples will be spaced in time throughout the daily discharge event. If there is a visible oily sheen at any discharge point, a sample shall be collected for grease and oil in accordance with Table C-1 of the Tahoe CGP.

Stormwater runoff samples shall be collected for pH from each day of qualifying rain events that result in a discharge from the project site. Note that pH samples are only required to be collected during project phases and from drainage areas with a high risk of pH altering discharge. A minimum of three samples will be collected per day of discharge during a qualifying event. Samples should be representative of the total discharge from the location each day of discharge during the qualifying event. Typically representative samples will be spaced in time throughout the daily discharge event.

Stored or collected water from a qualifying storm event when discharged shall be tested for turbidity and pH (when applicable). Stored or collected water from a qualifying event may be sampled at the point it is released from the storage or containment area or at the site discharge location.

Run-on samples shall be collected whenever the QSP identifies that run-on has the potential to contribute to an exceedance of a NAL [or the exceedance of a Receiving Water Monitoring Trigger].

7.7.2.2 Sampling Locations

Sampling locations are based on the site runoff discharge locations and locations where run-on enters the site; accessibility for sampling; and personnel safety. Planned pH and turbidity sampling locations are shown on the Site Maps in Appendix B and include the locations identified in Table 7.13 and Table 7-14.

Two sampling locations on the project site have been identified for the collection of runoff samples. Table 7.12 also provides an estimate of the site's area that drains to each location.

Table 7.12 Turbidity and pH Runoff Sample Locations

Sample Location Number	Sample Location	Estimate of Site (%)
DS1	Proposed Culvert under Trail	50
DS2	Curb and Gutter at Al Tahoe/Johnson Intersection	50

Two sampling locations have been identified for the collection of run-on samples where the run-on has the potential to contribute to an exceedance of an NAL or a Receiving Water Monitoring Trigger. Table 7.13 identifies the run-on sample locations.

Table 7.13 Turbidity and pH Run-On Sample Locations

Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
US1	DI on Al Tahoe	38°55'37.75"N, 119°58'0.87"W
US2	Curb & Gutter east of main park driveway	38°55'42.93"N, 119°58'5.58"W

The project does not receive run-on with the potential to exceed NALs or Receiving Water Monitoring Triggers.

7.7.2.3 Monitoring Preparation

Turbidity and pH samples will be collected and analyzed by:

Contractor ☐ Yes ☒ No

Consultant ☒ Yes ☐ No

Laboratory ☐ Yes ☒ No

Samples on the project site will be collected by the QSP:

Name/Telephone Number: Jennifer Roman, (775) 291-6337

Alternate(s)/Telephone Number: To Be Determined

An adequate stock of monitoring supplies and equipment for monitoring turbidity and will be available on the project site prior to a sampling event. Monitoring supplies and equipment will be stored in a cool temperature environment that will not come into contact with rain or direct sunlight. Sampling personnel will be available to collect samples in accordance with the sampling schedule. Supplies maintained at the project site will include, but are not limited to, field meters, extra batteries; clean powder-free nitrile gloves, sample collection equipment, appropriate sample containers, paper towels, personal rain gear, and *Effluent Sampling Field Log Sheets* and CoC forms provided in CSMP Attachment 3 "Example Forms".

The contractor will obtain and maintain the field testing instruments, as identified in Section 7.7.2.6, for analyzing samples in the field by contractor sampling personnel.

The QSP or his/her designee will contact the contractor 24 hours prior to a predicted rain event or for an unpredicted event, as soon as a rain event begins to ensure that adequate sample collection personnel, supplies for monitoring pH and turbidity are available and will be mobilized to collect samples on the project site in accordance with the sampling schedule.

7.7.2.4 Field Parameters

Samples shall be analyzed for the constituents indicated in the Table 7.14.

Table 7.14 Sample Collection and Analysis for Monitoring Turbidity and pH

Parameter	Test Method	Minimum Sample Volume[(1)]	Sample Collection Container Type	Detection Limit (minimum)
Turbidity	Field meter/probe with calibrated portable instrument	500 mL	Polypropylene or Glass (Do not collect in meter sample cells)	1 NTU
pH	Field meter/probe with calibrated portable instrument or calibrated pH test kit	100 mL	Polypropylene	0.2 pH units

Notes: [1] Minimum sample volume recommended. Specific volume requirements will vary by instrument; check instrument manufacturer instructions.

L – Liter
mL – Milliliter
NTU – Nephelometric Turbidity Unit

7.7.2.5 Sample Collection

Samples of discharge shall be collected at the designated runoff and run-on sampling locations shown on Map 2 in Appendix B. Run-on samples shall be collected within close proximity of the point of run-on to the project.

Only personnel trained in water quality sampling and field measurements working under the direction of the QSP shall collect samples.

Sample collection and handling requirements are described in Section 7.7.7.

7.7.2.6 Field Measurements

Samples collected for field analysis, collection, analysis and equipment calibration shall be in accordance with the field instrument manufacturer's specifications.

Immediately following collection, samples for field analysis shall be tested in accordance with the field instrument manufacturer's instructions and results recorded on the *Effluent Sampling Field Log Sheet*.

The field instrument(s) listed in Table 7.15 will be used to analyze the following constituents:

Table 7.15 Field Instruments

Field Instrument (Manufacturer and Model)	Constituent
Extech 110 pH Meter	pH
Oakton T-100 Turbidity Meter	Turbidity

The manufacturers' instructions are included in CSMP Attachment 4 "Field Meter Instructions". Field sampling staff shall review the instructions prior to each sampling event and follow the instructions in completing measurement of the samples.

- The instrument(s) shall be maintained in accordance with manufacturer's instructions.
- The instrument(s) shall be calibrated before each sampling and analysis event.
- Maintenance and calibration records shall be maintained with the SWPPP.

The QSP may authorize alternate equipment provided that the equipment meets the Construction General Permit's requirements and the manufacturers' instructions for calibration and use are added to CSMP Attachment 4 "Field Meter Instructions".

7.7.2.7 Data Evaluation and Reporting

Immediately upon completing the measurements for the sampling event, provide the *Effluent Sampling Field Log Sheets* to the QSP for evaluation.

Numeric Action Levels

This project is subject to NALs for pH and turbidity (Table 7.16). Compliance with the NAL for pH and turbidity is based on a daily average. Upon receiving the field log sheets, the QSP shall immediately calculate the arithmetic average of the turbidity samples, and the logarithmic

average of the pH samples[1] to determine if the NALs, shown in the table below, have been exceeded.

Table 7.16 Numeric Action Levels

Parameter	Unit	Daily Average
pH	pH units	Lower NAL = 6.0 Upper NAL = 9.0
Turbidity	NTU	20 NTU (NEL, Tahoe CGP) 250 NTU (NAL, State CGP)

The QSP shall within three days of the sample collection submit copies of the completed *Effluent Sampling Field Log Sheets* to the LRP.

In the event that the pH or turbidity NAL is exceeded, the QSP shall immediately notify the LRP and investigate the cause of the exceedance and identify corrective actions.

Exceedances of NALs shall be electronically reported to the State Water Board by LRP through the SMARTs system within 10 days of the conclusion of the storm event. If requested by the Regional Board, a NAL Exceedance report will be submitted. The NAL Exceedance Report must contain the following information:

- Analytical method(s), method reporting unit(s), and MDL(s) of each parameter;
- Date, place, time of sampling, visual observation, and/or measurements, including precipitation; and
- Description of the current BMPs associated with the sample that exceeded the NAL and the proposed corrective actions taken.

Receiving Water Monitoring Triggers

This project is not subject to Receiving Water Monitoring Triggers because it does not have a direct discharge to the receiving water.

7.7.3 Sampling and Analysis Plan for pH, Turbidity, and SSC in Receiving Water

This project is not subject to Receiving Water Monitoring.

7.7.4 Sampling and Analysis Plan for Non-Stormwater Discharges

This project is not subject to the non-stormwater sampling and analysis requirements of the General Permit because it is a Risk Level 1 project.

This Sampling and Analysis Plan for non-stormwater discharges describes the sampling and analysis strategy and schedule for monitoring pollutants in authorized and unauthorized

[1] Daily average pH values must be calculated through the logarithmic method. In order to calculate an average, you must: (1) Convert the pH measurements from logarithms to real numbers; (2) Take the average of the real numbers; and (3) Convert the average of the real numbers back to a logarithm.

non-stormwater discharges from the project site in accordance with the requirements of the Construction General Permit.

Sampling of non-stormwater discharges will be conducted when an authorized or unauthorized non-stormwater discharge is observed discharging from the project site. In the event that non-stormwater discharges run-on to the project site from offsite locations, and this run-on has the potential to contribute to a violation of a NAL, the run-on will also be sampled.

The following authorized non-stormwater discharges identified in Section 2.7, have the potential to be discharged from the project site.

- None

In addition to the above authorized stormwater discharges, some construction activities have the potential to result in an unplanned (unauthorized) non-stormwater discharge if BMPs fail. These activities include:

- Concrete washout
- Sawcutting
- Oils, lubricants
- Pressure testing
- Disinfection

7.7.4.1 Sampling Schedule

Samples of authorized or unauthorized non-stormwater discharges shall be collected when they are observed.

7.7.4.2 Sampling Locations

Samples shall be collected from the discharge point of the construction site where the non-stormwater discharge is running off the project site. Site discharge locations are shown on the Site Maps in SWPPP Appendix B and include the locations identified below.

Two sampling locations on the project site has been identified where non-stormwater discharges may runoff from the project site. (Table 7.20)

Table 7.20 Non-stormwater Discharge Sample Locations

Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
DS1	Proposed Culvert under Trail	38°55'39.79"N, 119°57'59.28"W
DS2	Curb and Gutter at Al Tahoe/Johnson Intersection	38°55'55.36"N, 119°58'17.73"W

Two sampling location has been identified for the collection of non-stormwater discharges that run-on to the project site (Table 7.21).

Table 7.21 Non-stormwater Run-on Sample Locations

Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
US1	DI on Al Tahoe	38°55'37.75"N, 119°58'0.87" W
US2	Curb & Gutter east of main park driveway	38°55'42.93"N, 119°58'5.58"W

7.7.4.3 Monitoring Preparation

Non-stormwater discharge samples will be collected by:

Contractor ☐ Yes ☒ No

Consultant ☒ Yes ☐ No

Laboratory ☐ Yes ☒ No

Samples on the project site will be collected by the QSP:

Name/Telephone Number: Jennifer Roman, (775) 291-6337

Alternate(s)/Telephone Number: To be determined

An adequate stock of monitoring supplies and equipment for monitoring non-stormwater discharges will be available on the project site. Monitoring supplies and equipment will be stored in a cool temperature environment that will not come into contact with rain or direct sunlight. Personnel trained in sampling will be available to collect samples in accordance with the sampling schedule. Supplies maintained at the project site will include, but are not limited to, clean powder-free nitrile gloves, sample collection equipment, field meters, coolers, appropriate number and volume of sample bottles, identification labels, re-sealable storage bags, paper towels, personal rain gear, ice, and *Effluent Sampling Field Log Sheets* and CoC forms provided in CSMP Attachment 3 "Example Forms".

The contractor will obtain and maintain the field testing instruments, as identified in Section 7.7.2, for analyzing samples in the field by contractor sampling personnel.

The QSP or his/her designee will contact the contractor, 24 hours prior to a planned non-stormwater discharge or as soon as an unplanned non-stormwater discharge is observed to ensure that adequate sample collection personnel, supplies for non-stormwater discharge monitoring are available and will be mobilized to collect samples on the project site in accordance with the sampling schedule.

7.7.4.4 Analytical Constituents

All non-stormwater discharges that flow through a disturbed area shall, at minimum, be monitored for turbidity.

All non-stormwater discharges that flow through an area where they are exposed to pH altering materials shall be monitored for pH.

The QSP shall identify additional pollutants to be monitored for each non-stormwater discharge incident based on the source of the non-stormwater discharge. If the source of an unauthorized non-stormwater discharge is not known, monitoring for pH, turbidity, MBAS, TOC, and residual chlorine or chloramines is recommended to help identify the source of the discharge.

Non-stormwater discharge run-on shall be monitored, at minimum, for pH and turbidity. The QSP shall identify additional pollutants to be monitored for each non-stormwater discharge incident based on the source of the non-stormwater discharge. If the source of an unauthorized non-stormwater discharge is not known, monitoring for pH, turbidity, MBAS, TOC, and residual chlorine or chloramines is recommended to help identify the source of the discharge.

Table 7.22 lists the specific sources and types of potential non-visible pollutants on the project site and the water quality indicator constituent(s) for that pollutant.

Table 7.22 Potential Non-Stormwater Discharge Pollutants and Water Quality Indicator Constituents

Pollutant Source	Pollutant	Water Quality Indicator Constituent
Disturbed Areas	Sediment	Turbidity
Concrete Work	pH	pH

7.7.4.5 Sample Collection

Samples shall be collected at the discharge locations where the non-stormwater discharge is leaving the project site. Potential discharge locations are shown on the Site Maps in Appendix B and identified in Section 7.7.4.2.

Grab samples shall be collected and preserved in accordance with the methods identified in Table 7.23. Only personnel trained in water quality sampling under the direction of the QSP shall collect samples.

Sample collection and handling requirements are described in Section 7.7.7.

7.7.4.6 Sample Analysis

Samples shall be analyzed using the analytical methods identified in Table 7.23.

7.7.4.7 Data Evaluation and Reporting

The QSP shall complete an evaluation of the water quality sample analytical results.

Turbidity and pH results shall be evaluated for compliance with NALs [and NELs] as identified in Section 7.7.2.7.

Runoff results shall also be evaluated for the constituents suspected in the non-stormwater discharge. Should the runoff sample indicate the discharge of a pollutant which cannot be explained by run-on results, the BMPs, site conditions, and surrounding influences shall be assessed to determine the probable cause for the increase.

As determined by the site and data evaluation, appropriate BMPs shall be repaired or modified to mitigate discharges of non-visible pollutant concentrations. Any revisions to the BMPs shall be recorded as an amendment to the SWPPP.

Non-storm water discharge results shall be submitted with the Annual Report.

The General Permit prohibits the non-storm water discharges that contain hazardous substances equal to or in excess of reportable quantities established in 40 C.F.R. §§ 117.3 and 302.4. The results of any non-stormwater discharge results that indicate the presence of a hazardous substance in excess of established reportable quantities shall be immediately reported to the Regional Water Board.

Table 7.23 Sample Collection, Preservation and Analysis for Monitoring Pollutants in Non-Stormwater Discharges

Constituent	Analytical Method	Minimum Sample Volume	Sample Bottle	Sample Preservation	Reporting Limit	Maximum Holding Time
pH	Field test with calibrated portable instrument	100mL	Polypropylene	Store at 4°C (39.2°F)	0.2	48 hours
Turbidity	Field test with calibrated portable instrument	100mL	Polypropylene or Glass	Store at 4°C (39.2°F)	1 NTU	48 hours
Notes:						

7.7.5 Sampling and Analysis Plan for Other Pollutants Required by the Regional Water Board

The Regional Water Board has not specified monitoring for additional pollutants.

7.7.6 Training of Sampling Personnel

Sampling personnel shall be trained to collect, maintain, and ship samples in accordance with the Surface Water Ambient Monitoring program (SWAMP) 2008 Quality Assurance Program Plan (QAPrP). Training records of designated contractor sampling personnel are provided in Appendix K.

The stormwater sampler(s) and alternate(s) have received the following stormwater sampling training:

Name	Training
Jennifer Roman	QSD/QSP Training and certification

The stormwater sampler(s) and alternates have the following stormwater sampling experience:

Name	Experience
Jennifer Roman	10 years sampling experience

7.7.7 Sample and Handling

7.7.7.1 Sample Collection

Samples shall be collected at the designated sampling locations shown on the Site Maps and listed in the preceding sections. Samples shall be collected, maintained and shipped in accordance with the SWAMP 2008 Quality Assurance Program Plan (QAPrP).

Grab samples shall be collected and preserved in accordance with the methods identified in preceding sections.

To maintain sample integrity and prevent cross-contamination, sample collection personnel shall follow the protocols below.

- Collect samples (for laboratory analysis) only in analytical laboratory-provided sample containers;
- Wear clean, powder-free nitrile gloves when collecting samples;
- Change gloves whenever something not known to be clean has been touched;
- Change gloves between sites;
- Decontaminate all equipment (e.g. bucket, tubing) prior to sample collection using a trisodium phosphate water wash, distilled water rinse, and final rinse with distilled water. (Dispose of wash and rinse water appropriately, i.e., do not discharge to storm drain or receiving water). Do not decontaminate laboratory provided sample containers;
- Do not smoke during sampling events;
- Never sample near a running vehicle;

- Do not park vehicles in the immediate sample collection area (even non-running vehicles);
- Do not eat or drink during sample collection; and
- Do not breathe, sneeze, or cough in the direction of an open sample container.

The most important aspect of grab sampling is to collect a sample that represents the entire runoff stream. Typically, samples are collected by dipping the collection container in the runoff flow paths and streams as noted below.

i. For small streams and flow paths, simply dip the bottle facing upstream until full.
ii. For larger stream that can be safely accessed, collect a sample in the middle of the flow stream by directly dipping the mouth of the bottle. Once again making sure that the opening of the bottle is facing upstream as to avoid any contamination by the sampler.
iii. For larger streams that cannot be safely waded, pole-samplers may be needed to safely access the representative flow.
iv. Avoid collecting samples from ponded, sluggish or stagnant water.
v. Avoid collecting samples directly downstream from a bridge as the samples can be affected by the bridge structure or runoff from the road surface.

Note, that depending upon the specific analytical test, some containers may contain preservatives. These containers should **never** be dipped into the stream, but filled indirectly from the collection container.

SSC samples should be taken as a normal grab sample, where the bottle is submerged facing upstream and filled. SSC samples need to be collected in a separate bottle because the analysis requires the entire volume of the bottle. Do not collect in a larger container and partition into the laboratory sample container.

7.7.7.2 Sample Handling

Turbidity and pH measurements must be conducted immediately. Do not store turbidity or pH samples for later measurement.

Samples for laboratory analysis must be handled as follows. Immediately following sample collection:

- Cap sample containers;
- Complete sample container labels;
- Sealed containers in a re-sealable storage bag;
- Place sample containers into an ice-chilled cooler;
- Document sample information on the *Effluent Sampling Field Log Sheet*; and
- Complete the CoC.

All samples for laboratory analysis must be maintained between 0-6 degrees Celsius during delivery to the laboratory. Samples must be kept on ice, or refrigerated, from sample collection through delivery to the laboratory. Place samples to be shipped inside coolers with ice. Make sure the sample bottles are well packaged to prevent breakage and secure cooler lids with packaging tape.

Ship samples that will be laboratory analyzed to the analytical laboratory right away. Hold times are measured from the time the sample is collected to the time the sample is analyzed. The

General Permit requires that samples be received by the analytical laboratory within 48 hours of the physical sampling (unless required sooner by the analytical laboratory).

Laboratory Name:	Alpha Analytical, Inc.
Street Address:	255 Glendale Avenue, Suite 21
City, State Zip:	Sparks, NV 89431
Telephone Number:	(775) 355-1044
Point of Contact:	Reyna Vallejo

7.7.7.3 Sample Documentation Procedures

All original data documented on sample bottle identification labels, *Effluent Sampling Field Log Sheet*, and CoCs shall be recorded using waterproof ink. These shall be considered accountable documents. If an error is made on an accountable document, the individual shall make corrections by lining through the error and entering the correct information. The erroneous information shall not be obliterated. All corrections shall be initialed and dated.

Duplicate samples shall be identified consistent with the numbering system for other samples to prevent the laboratory from identifying duplicate samples. Duplicate samples shall be identified in the Effluent Sampling Field Log Sheet.

Sample documentation procedures include the following:

Sample Bottle Identification Labels: Sampling personnel shall attach an identification label to each sample bottle. Sample identification shall uniquely identify each sample location.

Field Log Sheets: Sampling personnel shall complete the *Effluent Sampling Field Log Sheet* and *Receiving Water Sampling Field Log Sheet* for each sampling event, as appropriate.

Chain of Custody: Sampling personnel shall complete the CoC for each sampling event for which samples are collected for laboratory analysis. The sampler will sign the CoC when the sample(s) is turned over to the testing laboratory or courier.

7.8 Active Treatment System Monitoring

An Active Treatment System (ATS) will be deployed on the site?

☐ Yes ☒ No

This project does not require a project specific Sampling and Analysis Plan for an ATS because deployment of an ATS is not planned.

7.9 Bioassessment Monitoring

This project is not subject to bioassessment monitoring because it does not disturb more than 30 acres

7.10 Watershed Monitoring Option

This project is not participating in a watershed monitoring option.

7.11 Quality Assurance and Quality Control

An effective Quality Assurance and Quality Control (QA/QC) plan shall be implemented as part of the CSMP to ensure that analytical data can be used with confidence. QA/QC procedures to be initiated include the following:

- Field logs;
- Clean sampling techniques;
- CoCs;
- QA/QC Samples; and
- Data verification.

Each of these procedures is discussed in more detail in the following sections.

7.11.1 Field Logs

The purpose of field logs is to record sampling information and field observations during monitoring that may explain any uncharacteristic analytical results. Sampling information to be included in the field log include the date and time of water quality sample collection, sampling personnel, sample container identification numbers, and types of samples that were collected. Field observations should be noted in the field log for any abnormalities at the sampling location (color, odor, BMPs, etc.). Field measurements for pH and turbidity should also be recorded in the field log. A Visual Inspection Field Log, an Effluent Sampling Field Log Sheet, are included in CSMP Attachment 3 "Example Forms".

7.11.2 Clean Sampling Techniques

Clean sampling techniques involve the use of certified clean containers for sample collection and clean powder-free nitrile gloves during sample collection and handling. As discussed in Section 7.7.7, adoption of a clean sampling approach will minimize the chance of field contamination and questionable data results.

7.11.3 Chain of Custody

The sample CoC is an important documentation step that tracks samples from collection through analysis to ensure the validity of the sample. Sample CoC procedures include the following:

- Proper labeling of samples;
- Use of CoC forms for all samples; and
- Prompt sample delivery to the analytical laboratory.

Analytical laboratories usually provide CoC forms to be filled out for sample containers. An example CoC is included in CSMP Attachment 3 "Example Forms".

7.11.4 QA/QC Samples

QA/QC samples provide an indication of the accuracy and precision of the sample collection; sample handling; field measurements; and analytical laboratory methods. The following types of QA/QC will be conducted for this project:

☒ Field Duplicates at a frequency of one duplicate minimum per sampling event (Required for all sampling plans with field measurements or laboratory analysis)

☐ Equipment Blanks (Only needed if equipment used to collect samples could add the pollutants to sample)

☐ Field Blanks (Only required if sampling method calls for field blanks)

☐ Travel Blanks (Required for sampling plans that include VOC laboratory analysis)

7.11.4.1 Field Duplicates

Field duplicates provide verification of laboratory or field analysis and sample collection. Duplicate samples shall be collected, handled, and analyzed using the same protocols as primary samples. The sample location where field duplicates are collected shall be randomly selected from the discharge locations. Duplicate samples shall be collected immediately after the primary sample has been collected. Duplicate samples must be collected in the same manner and as close in time as possible to the original sample. Duplicate samples shall not influence any evaluations or conclusion.

7.11.4.2 Equipment Blanks

Equipment blanks provide verification that equipment has not introduced a pollutant into the sample. Equipment blanks are typically collected when:

- New equipment is used;
- Equipment that has been cleaned after use at a contaminated site;
- Equipment that is not dedicated for surface water sampling is used; or
- Whenever a new lot of filters is used when sampling metals.

7.11.4.3 Field Blanks

Field blanks assess potential sample contamination levels that occur during field sampling activities. De-ioninzed water field blanks are taken to the field, transferred to the appropriate container, and treated the same as the corresponding sample type during the course of a sampling event.

7.11.4.4 Travel Blanks

Travel blanks assess the potential for cross-contamination of volatile constituents between sample containers during shipment from the field to the laboratory. De-ioninzed water blanks are taken along for the trip and held unopened in the same cooler with the VOC samples.

7.11.5 Data Verification

After results are received from the analytical laboratory, the QSP shall verify the data to ensure that it is complete, accurate, and the appropriate QA/QC requirements were met. Data must be verified as soon as the data reports are received. Data verification shall include:

- Check the CoC and laboratory reports.
  Make sure all requested analyses were performed and all samples are accounted for in the reports.
- Check laboratory reports to make sure hold times were met and that the reporting levels meet or are lower than the reporting levels agreed to in the contract.

- Check data for outlier values and follow up with the laboratory.
  Occasionally typographical errors, unit reporting errors, or incomplete results are reported and should be easily detected. These errors need to be identified, clarified, and corrected quickly by the laboratory. The QSP should especially note data that is an order of magnitude or more different than similar locations, or is inconsistent with previous data from the same location.
- Check laboratory QA/QC results.
  EPA establishes QA/QC checks and acceptable criteria for laboratory analyses. These data are typically reported along with the sample results. The QSP shall evaluate the reported QA/QC data to check for contamination (method, field, and equipment blanks), precision (laboratory matrix spike duplicates), and accuracy (matrix spikes and laboratory control samples). When QA/QC checks are outside acceptable ranges, the laboratory must flag the data, and usually provides an explanation of the potential impact to the sample results.
- Check the data set for outlier values and, accordingly, confirm results and re-analyze samples where appropriate.
  Sample re-analysis should only be undertaken when it appears that some part of the QA/QC resulted in a value out of the accepted range. Sample results may not be discounted unless the analytical laboratory identifies the required QA/QC criteria were not met and confirms this in writing.

Field data including inspections and observations must be verified as soon as the field logs are received, typically at the end of the sampling event. Field data verification shall include:

- Check field logs to make sure all required measurements were completed and appropriately documented;
- Check reported values that appear out of the typical range or inconsistent;
  Follow-up immediately to identify potential reporting or equipment problems, if appropriate, recalibrate equipment after sampling;
- Verify equipment calibrations;
- Review observations noted on the field logs; and
- Review notations of any errors and actions taken to correct the equipment or recording errors.

7.12 Records Retention

All records of stormwater monitoring information and copies of reports (including Annual Reports) must be retained for a period of at least three years from date of submittal or longer if required by the Regional Water Board.

Results of visual monitoring, field measurements, and laboratory analyses must be kept in the SWPPP along with CoCs, and other documentation related to the monitoring.

Records are to be kept onsite while construction is ongoing. Records to be retained include:

- The date, place, and time of inspections, sampling, visual observations, and/or measurements, including precipitation;
- The individual(s) who performed the inspections, sampling, visual observation, and/or field measurements;

- The date and approximate time of field measurements and laboratory analyses;
- The individual(s) who performed the laboratory analyses;
- A summary of all analytical results, the method detection limits and reporting limits, and the analytical techniques or methods used;
- Rain gauge readings from site inspections;
- QA/QC records and results;
- Calibration records;
- Visual observation and sample collection exemption records;
- The records of any corrective actions and follow-up activities that resulted from analytical results, visual observations, or inspections; and,
- NAL Exceedance Reports.

CSMP Attachment 1: Weather Reports

CSMP Attachment 2: Monitoring Records

CSMP Attachment 3: Example Forms

Rain Gauge Log Sheet				
Construction Site Name:				
WDID #:				
Date (mm/dd/yy)	Time (24-hr)	Initials	Rainfall Depth (Inches)	Notes:

Visual Inspection Field Log Sheet						
Date and Time of Inspection:				Report Date:		
Inspection Type:	☐ Daily	☐ Before predicted rain	☐ During rain event	☐ Following qualifying rain event	☐ Contained stormwater release	☐ Quarterly non-stormwater
Site Information						
Construction Site Name:						
Construction stage and completed activities:					Approximate area of exposed site:	
Weather and Observations						
Date Rain Predicted to Occur:				Predicted % chance of rain:		
Estimate storm beginning: _____ (date and time)		Estimate storm duration:_____ (hours)		Estimate time since last storm: _____ (days or hours)	Rain gauge reading:_____ (inches)	
Observations: If yes identify location						
Odors	Yes ☐	No ☐				
Floating material	Yes ☐	No ☐				
Suspended Material	Yes ☐	No ☐				
Sheen	Yes ☐	No ☐				
Discolorations	Yes ☐	No ☐				
Turbidity	Yes ☐	No ☐				
Site Inspections						
Outfalls or BMPs Evaluated			**Deficiencies Noted**			
(add additional sheets or attached detailed BMP Inspection Checklists)						
Photos Taken:	Yes ☐	No ☐	Photo Reference IDs:			
Corrective Actions Identified (note if SWPPP/REAP change is needed)						
Inspector Information						
Inspector Name:				Inspector Title:		
Signature:					Date:	

Effluent Sampling Field Log Sheets			
Construction Site Name:		Date:	Time Start:
Sampler:			
Sampling Event Type:	☐ Stormwater	☐ Non-stormwater	☐ Non-visible pollutant

Field Meter Calibration	
pH Meter ID No./Desc.: Calibration Date/Time:	Turbidity Meter ID No./Desc.: Calibration Date/Time:

Field pH and Turbidity Measurements			
Discharge Location Description	pH	Turbidity	Time

Grab Samples Collected		
Discharge Location Description	Other (specify)	Time

Additional Sampling Notes:
Time End:

Receiving Water Sampling Field Log Sheets		
Construction Site Name:	Date:	Time Start:
Sampler:		

Receiving Water Description and Observations		
Receiving Water Name/ID:		
Observations:		
Odors	Yes ☐	No ☐
Floating material	Yes ☐	No ☐
Suspended Material	Yes ☐	No ☐
Sheen	Yes ☐	No ☐
Discolorations	Yes ☐	No ☐
Turbidity	Yes ☐	No ☐

Field Meter Calibration	
pH Meter ID No./Desc.: Calibration Date/Time:	Turbidity Meter ID No./Desc.: Calibration Date/Time:

Field pH and Turbidity Measurements and SSC Grab Sample

Upstream Location			
Type	Result	Time	Notes
pH			
Turbidity			
SSC	Collected Yes ☐ No ☐		

Downstream Location			
Type	Result	Time	Notes
pH			
Turbidity			
SSC	Collected Yes ☐ No ☐		

Additional Sampling Notes:
Time End:

NAL Exceedance Evaluation Summary Report	Page __ of __
Project Name	
Project WDID	
Project Location	
Date of Exceedance	
Type of Exceedance	**NAL Daily Average** ☐ **pH** ☐ **Turbidity** ☐ **Other (specify) _____**
Measurement or Analytical Method	☐ **Field meter** **(Sensitivity: _____)** ☐ **Lab method (specify) _____** **(Reporting Limit: _____)** **(MDL: _____)**
Calculated Daily Average	☐ **pH _____ pH units** ☐ **Turbidity _____ NTU**
Rain Gauge Measurement	**_____ inches**
Compliance Storm Event	**<u>Not greater than 1 inch in one hour</u> (20-year, 1-hour event)**
Visual Observations on Day of Exceedance	

NAL Exceedance Evaluation Summary Report	Page __ of __
Description of BMPs in Place at Time of Event	
Initial Assessment of Cause	
Corrective Actions Taken (deployed after exceedance)	
Additional Corrective Actions Proposed	
Report Completed By	_____ **(Print Name, Title)**
Signature	_____

CHAIN-OF-CUSTODY **DATE:** **Lab ID:**

DESTINATION LAB:							REQUESTED ANALYSIS				Notes:
ATTN:											
ADDRESS:											
Office Phone:											
Cell Phone:											
SAMPLED BY:											
Contact:											
Project Name											
Client Sample ID	**Sample Date**	**Sample Time**	**Sample Matrix**	**Container #**	**Container Type**	**Container Pres.**					

SENDER COMMENTS:	**RELINQUISHED BY**	
	Signature:	
	Print:	
	Company:	
	Date:	TIME:
LABORATORY COMMENTS:	**RECEIVED BY**	
	Signature:	
	Print:	
	Company:	
	Date:	TIME:

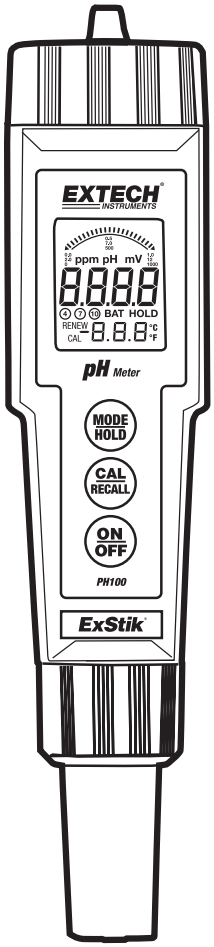
CSMP Attachment 4: Field Meter Instructions

USER GUIDE

ExStik™ Waterproof pH Meters

Models PH100 and PH110

Patent Pending



Introduction

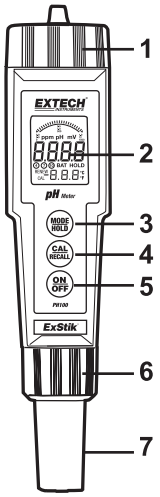
Thank you for selecting the Extech Model PH100 and/or the model PH110 (refillable) meter. This instrument is designed for high accuracy pH testing. This device is shipped fully tested and calibrated and, with proper use, will provide years of reliable service. Please visit our website (www.extech.com) to check for the latest version of this User Guide, Product Updates, Product Registration, and Customer Support.

ExStik™ Description

Front Panel Controls

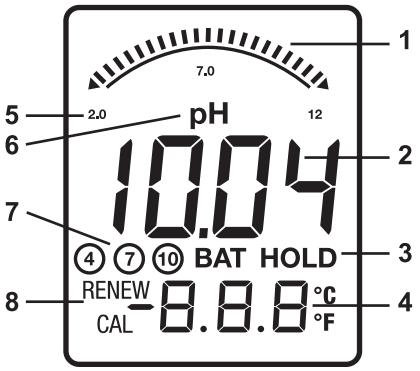
1. Battery compartment cap
2. LCD Display
3. MODE / HOLD button
4. CAL / RECALL button
5. ON/OFF button
6. Electrode collar
7. Electrode (refillable)

(Electrode cap is not shown)



Display

1. Bargraph reading
2. Measurement reading
3. BAT (low battery) and HOLD (data hold) indicators
4. Temperature display
5. Bargraph scale designations
6. Units of measure
7. Calibration indicators
8. RENEW and CAL indicators



CAUTIONS

- This device is not a toy and must not reach children's hands. It contains hazardous objects as well as small parts that the children could swallow. In case a child swallows any of them, please contact a physician immediately
- Do not leave batteries and packing material lying around unattended; they can be dangerous for children if they use them as toys
- In case the device is going to be unused for an extended period of time, remove the batteries to prevent them from draining
- Expired or damaged batteries can cause cauterization on contact with the skin. Always, use suitable hand gloves in such cases
- See that the batteries are not short-circuited. Do not throw batteries into the fire.

Overview

pH Overview

pH is a unit of measure (ranging from 0 to 14pH) indicating the degree of acidity or alkalinity of a solution. pH tests are the most commonly performed measurements in water analysis and reports the negative log of the hydrogen ion activity of a solution which is an indicator of acidity or alkalinity. Solutions with a pH less than 7 are considered acidic, solutions with a pH higher than 7 are known as bases, and solutions with a pH of exactly 7 are neutral.

The pH scale is logarithmic so, for example, if sample A is 1 pH less than Sample B, this means that Sample A is 10 times more acidic then Sample B. A difference of 1 pH represents a ten-fold difference in acidity.

Getting Started

- For new meters, remove the battery cap and then remove the battery insulating strip.
- Remove the cap from the bottom of the ExStik™ to expose the electrode glass surface and reference junction
- Before first use or after extended storage, soak the electrode (with its cap removed) in a pH 4 solution for about 10 minutes
- White KCL crystals may be present in the cap. These crystals will dissolve in the soak or they can be simply rinsed with tap water
- Always calibrate close to the expected measurement value
- A sponge is located in the electrode protective cap. Keep this sponge soaked with a pH 4 solution to preserve Electrode life during storage

Replacing Electrodes

The ExStik™ is shipped with an electrode attached. Electrode life is limited and is dependent on (among other factors) frequency of use and care. If the electrode needs to be replaced, follow these steps for removing and connecting electrodes. Note that the PH110 has a refillable electrode.

1. To remove an electrode, unscrew and completely remove the electrode retaining collar.
2. Gently rock the electrode from side to side, pulling it away from the meter, until it disconnects.
3. To attach an electrode, carefully plug the electrode into the meter socket (note that the electrode connector is keyed, ensuring proper connection).
4. Secure the electrode in place by tightly turning the collar in place. (a rubber gasket seals the electrode with the meter).

Automatic Electrode Recognition

When the ExStik™ is turned on, it recognizes the type of electrode that is connected and displays the appropriate unit of measure. Attach electrode before turning the ExStik™ on.

Powering the ExStik™

If the batteries are weak, the ‘BAT’ indicator appears on the LCD. Press the ON/OFF key to turn the ExStik™ on or off. The auto power off feature shuts the ExStik™ off automatically after 10 minutes of inactivity to preserve battery life.

Operation

Overview

When the electrode is placed in a solution, the main display and bargraph indicate the pH reading while the lower display reads temperature (readings flash until they have stabilized). The bargraph is ‘center zero’, i.e. at pH 7 there is no display. As the pH rises, the bar moves from the center to the right. If the pH drops, the bar moves from the center to the left.

pH Calibration (1, 2, or 3 points)

A two point calibration with a buffer of 7 plus 4 or 10 (whichever is nearest to the expected sample value) is always recommended. A one point calibration (choose the value closest to the expected sample value) is also valid. For best accuracy, always calibrate at the sample temperature.

1. Place the electrode into a buffer solution (4, 7, or 10) and momentarily press the CAL key. pH 7 should be calibrated first, then 4 and/or 10 pH.
2. The ExStik™ automatically recognizes the solution and calibrates itself to that value. Note: If the solution is more than 1pH off from the 4, 7, or 10pH standard, the ExStik™ will assume an error and abort the calibration. CAL and END will be displayed.
3. During calibration, the pH reading flashes on the main display.
4. When calibration is complete, the ExStik™ automatically displays ‘END’ and returns to normal operation mode.
5. The appropriate circled indicator ④ ,⑦ , or ⑩ will appear on the LCD when a calibration has been completed. The calibration data is stored until a new calibration is performed.
6. For a two or three point calibration, repeat steps 1-4.

Note: Always turn the meter off and then on before calibrating to allow sufficient time to complete the calibrations during one power cycle. If the meter auto powers off during calibration the calibrations remain valid, but new calibrations will turn the circled indicators off.

Note: The Automatic Temperature Compensation (ATC) circuit is not active during calibration. To ensure a more accurate calibration, make sure that the calibration buffers are at 25°C (77°F).

RESET

If the meter will not calibrate or displays a -1, reset the meter and attempt to re-calibrate.

1. Turn off the meter.
2. Remove the battery cartridge from the top of the meter.
3. Press the On/Off button for 10 seconds to bleed off all charges within the meter.
4. Re-insert the batteries and power on the meter.
5. Attempt to re-calibrate the meter.

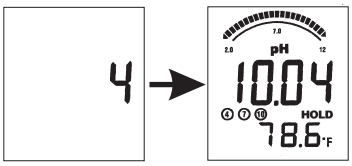
Changing the Displayed Temperature Units

Press and hold the CAL button for approx. 3 seconds. The °C or °F icon will change first and the numerical temperature value will change *after* the button is released. If the Calibration mode is accidentally accessed ‘CAL’ appears on the LCD. Simply turn the ExStik™ off and start again.

Data Hold

Momentarily press the MODE button to freeze the current reading. The HOLD display icon will appear along with the held reading. The held reading will also be stored in memory. Momentarily press the MODE key to return to normal operation.

15-Storing Readings into Memory



1. Momentarily press the MODE button to store a reading. The LCD will briefly display the memory location number and then the value stored (Data Hold will activate).
2. Momentarily press MODE again to return to normal operation.
3. Repeat step 1 to store the next reading and so on.
4. After 15 readings are stored the ExStik™ will return to memory location 1 and start overwriting existing data with newly stored data.

Recalling Stored Readings

Note: Check that the HOLD symbol is not displayed. If it is, exit the HOLD function by momentarily pressing the MODE button.

1. Momentarily press the CAL button and then press the MODE button immediately after CAL is displayed; the storage location number (1 through 15) will flash. If the CAL mode is accidentally accessed (display flashing), press the CAL button again to exit.
2. The last reading stored will be displayed first. To advance through the stored readings, momentarily press the MODE button. The location number is displayed first, followed by the reading stored in that location.
3. To exit the recall mode, momentarily press the CAL button and the ExStik™ will return to normal operation.

CAL Reminder Display

When the ExStik™ is turned on in the pH mode for the 15th time without recalibration, the ‘CAL’ icon appears on the LCD indicating that the ExStik™ may require calibration. Some applications may require recalibration of the electrode more frequently than others. The CAL display is simply a reminder and will turn off when the pH electrode is recalibrated.

RENEW Display

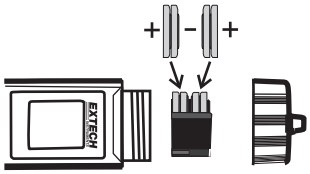
A flashing ‘RENEW’ warning indicates that the probe may be nearing the end of its useful life. If cleaning or recalibration does not cause the RENEW icon to disappear, replace the electrode. The RENEW display appears when the output of the pH electrode fails a diagnostic test.

Considerations

- If the unit appears to be locked (display frozen) it is possible that the Data Hold mode has been inadvertently accessed by pressing the MODE button. Simply press the MODE button again or turn the meter off and restart if the display appears frozen.
- If the meter does latch up and no button presses revive it, remove the batteries, push the ON button for 10 seconds and then reinsert the batteries.
- Note that if the batteries are removed, any stored readings will be discarded. Also, the user calibration data for pH will be cleared. New user pH calibration data is required. Factory calibration data for all models will be retained, however.

Battery Replacement

1. Twist off the battery compartment cap
2. Replace the four (4) 2032 batteries observing polarity.
3. Replace the battery compartment cap



Never dispose of used batteries or rechargeable batteries in household waste. As consumers, users are legally required to take used batteries to appropriate collection sites, the retail store where the batteries were purchased, or wherever batteries are sold.

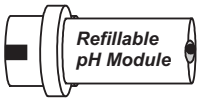
Disposal: Do not dispose of this instrument in household waste. The user is obligated to take end-of-life devices to a designated collection point for the disposal of electrical and electronic equipment.

Other Battery Safety Reminders

- Never dispose of batteries in a fire. Batteries may explode or leak.
- Never mix battery types. Always install new batteries of the same type.

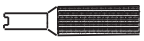
pH Electrode Refilling *(pH110/115 refillable electrode only)*

The refillable electrode does not need to be detached from the body of the ExStik™ in order to perform the refilling procedure. Refillable electrodes (PH115) have a removable reference junction (slotted) and the word REFILLABLE on the side of the electrode housing.

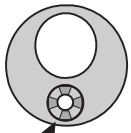


Removing the Reference Junction

The removal tool supplied with the PH113 Refill Kit is used to remove the reference junction from the sensing surface of the electrode. If the reference junction does not have slots for the 'teeth' of the removal tool to lock onto, the electrode is NOT refillable.



Junction removal tool



Reference junction

Holding the electrode upside down, unscrew and remove the reference junction using the removal tool.

Filling the Electrode

1. Once the reference junction is removed, fill the cavity with the refill solution supplied in the Refill Kit.
2. Replace the reference junction using the removal/installation tool. (Spare junctions are provided if needed).

Filling Solution

The supplied container includes 15ml of filling solution. There is enough solution for 4 to 5 refills. Use only the supplied solution for refilling the electrode.

Specifications

Display	Multifunction LCD with Bargraph
Operating conditions	32 to 122°F (0 to 50°C) / < 80% RH
Range and Accuracy	0.00 to 14.00 / ± 0.01pH typical
Temp. Compensation	Automatic from 32 to 194°F (0 to 90°C)
Temperature Range	23 to 194°F (-5 to 90°C)
Temperature Resolution	0.1° up to 99.9 then 1° thereafter
Temperature Accuracy	± 1°C/1.8°F [from -5 to 50°C (23 to 122°F)]
	± 3°C/5.4°F [from 50 to 90°C (122 to 194°F)]
Measurement storage	15 tagged (numbered) readings
Power	Four (4) CR2032 button batteries
Low battery indication	'BAT' appears on the LCD
Auto power off	After 10 minutes of inactivity
Dimensions	1.4x6.8x1.6"(35.6x172.7x40.6mm); 3.85oz (110g)

Optional Accessories

- Tripak buffers with 4, 7 & 10 pH capsules (6 each) plus two rinsing solutions (Part Number: PH103)
- pH 4.01 buffer, pint, (Part Number PH4-P)
- pH 7.00 buffer, pint, (Part Number PH7-P)
- pH 10.00 buffer, pint, (Part Number PH10-P)
- Spare pH Electrode – non-refillable (Part Number: PH105)
- Spare pH Electrode - refillable (Part number PH115)
- Electrode Refill solution (Part number PH113)
- Spare ORP electrode (Part Number: RE305)
- Spare Chlorine electrode (Part Number: CL205)
- Weighted base with 5 solution cups (Part Number: EX006)

Note: If the unit is to be converted for ORP or Chlorine use by attaching the proper electrode, please visit www.extech.com to download the proper User Guide

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ISO-9001 Certified
www.extech.com

Instruction Manual

TN-100/ T-100

Portable Turbidimeter

OAKTON®

EUTECH INSTRUMENTS
Technology Made Easy...

ISO 9001 CERTIFIED

68X357701

Rev. 0.1 05/03

Preface

This manual functions in two ways: first as a step by step guide to help you operate the waterproof TN-100/ T-100 turbidimeter; second, it serves as a handy reference guide.

It contains basic instructions that you must follow during the operation, care and maintenance of the instrument. The safety protection provided by this equipment may be impaired if it is used in a manner not described in this manual. It is recommended that all operators should read this manual prior to working with this instrument.

Eutech Instruments/ Oakton Instruments cannot accept any responsibility for damage or malfunction to the meter caused by improper use of the instrument.

The information presented in this manual is subject to change without notice as improvements are made, and does not represent a commitment on the part of Eutech Instruments Pte Ltd/ Oakton Instruments.

Note: Eutech Instruments Pte Ltd/ Oakton Instruments reserves the right to make improvements in design, construction, and appearance of our products without notice.

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Eutech Instruments Pte Ltd

Oakton Instruments

Rev. 0.1 05/03

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1 OVERVIEW

Thank you for selecting the waterproof portable TN-100/ T-100 turbidimeter. The TN-100/ T-100 allows you to measure turbidity of an aqueous sample in the field. This instrument operates on the nephelometric principle of turbidity measurement and is designed to meet the criteria specified in ISO 7027 and DIN 27027 standards (see Measurement Principle on page 19).

1.1 Unpacking TN-100/ T-100 Meter and Accessories

The table below indicates the items that you should find in your turbidimeter shipment.

Item	Quantity
1. Field Portable TN-100/ T-100 Turbidimeter with 4 “AAA” batteries	1
2. Instruction Manual	1
3. Instrument Carrying Case	1
4. Calibration Set (0.02, 20.0,100, 800 NTU Standards)	1
5. Empty Vials	3
6. Plastic bottle (empty – for collecting sample)	1
7. Silicone Oil	1
8. Lint free cloth	1

Remove TN-100/ T-100 turbidimeter from the packing carton. Carefully inspect all items to ensure that no visible damage has occurred during shipment. If the items you received do not match your order, please contact your nearest distributor immediately.

> ***WARNING**: Extra care should be taken when unpacking, opening, and handling the calibration standards and sample vials. Surface scratches or finger smudges on the vial surface may cause measurement errors. Handle these items by their caps only.*

Batteries provided with the meter package are to be installed prior to use. See Section 1.4 - Battery Installation on page 4.

Figure 1 depicts the meter. The three main components of the instrument are the sample well, the display, and the keypad. The following sections will describe the functionality of the display and the keypad. The proper use of the instrument and the sample well will be discussed in later sections.

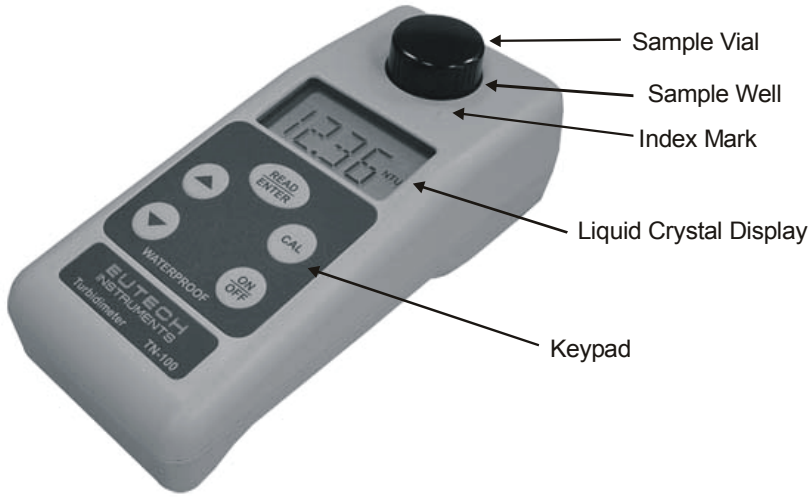


Figure 1: Parts of TN-100/ T-100 Turbidimeter

1.2 Display

All the LCD segments and annunciators that can appear on the display are shown in Figure 2. The display is used for reporting the turbidity reading and to provide guidance for the operation of the instrument. In addition, the display has several other annunciators that are used to communicate error messages and provide user guidance.

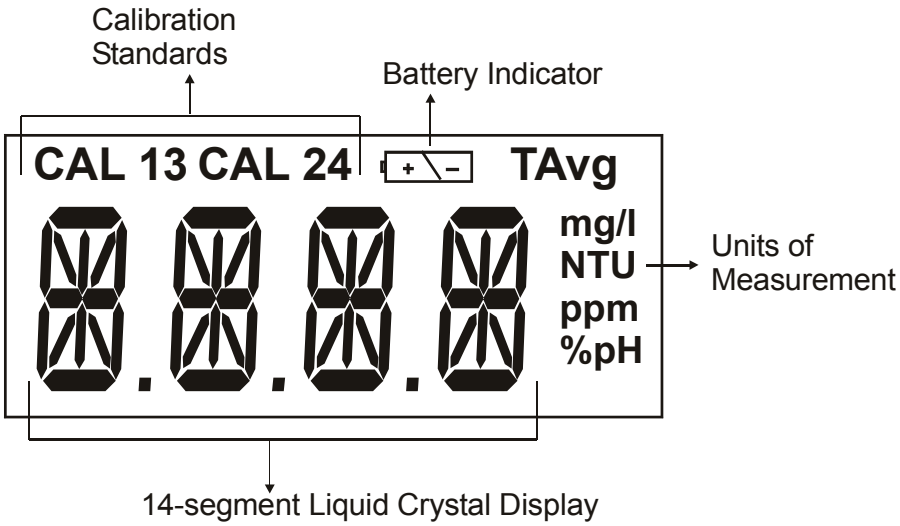
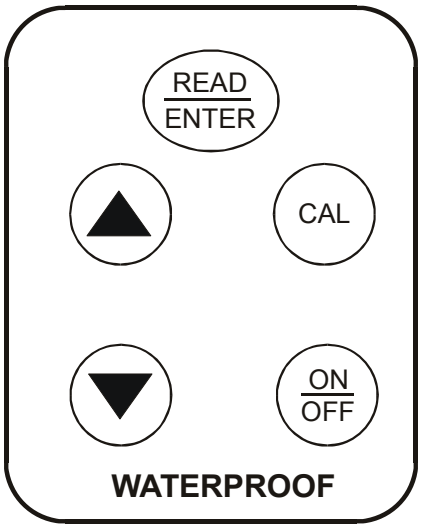


Figure 2: Customized LCD when switched on

1.3 Keys and Functions

The keypad has five keys: ON/OFF, CAL, ▲, ▼, and READ/ENTER.

Keys	Functions
ON/OFF	- Powers on and shuts off the meter. With the auto switch-off feature the meter automatically shuts off 20 minutes after last key press.
CAL	- Initiates the calibration mode of the meter. When pressed, the meter is set to accept the first calibration standard. - It is also used to exit the calibration mode if the user does not want to follow the complete calibration procedure.
READ / ENTER	- When in measurement mode, the READ/ENTER key is used to perform a measurement. - *Single-shot measurements*: When the key is pressed and released immediately (a quick key stroke of less than 0.3 seconds), the display will blink [-Rd-] for 10 times and then display the measured value. - *Continuous measurements*: If the READ/ENTER key is pressed and held, the instrument will perform a continuous measurement during which the display is updated every 2 seconds. This can be used for indexing vials. (This function is not available in calibration mode). After the READ/ENTER key is released, the instrument will automatically perform a single-shot measurement. - When in calibration mode, the READ/ENTER key is used to confirm the measurement for the calibration standards.
▲and▼	- Active only during calibration mode. These keys are used to select the calibration point in an incremental/ decremental manner. *NOTE: This meter is also fitted with an auto incrementing feature, i.e. after the successful calibration of one point it auto selects the next calibration point, or automatically exits the calibration mode after the fourth calibration point.*



1.4 Battery Installation

Four AAA-sized batteries are included in your meter's packaging:

1. Use a Philips screwdriver to remove the two screws holding the battery cover. See Figure 3.
2. Remove the battery cover.
3. Insert the batteries. Follow the diagram inside the cover for correct polarity.
4. Replace the battery cover onto its original position using the two screws removed earlier.
5. The meter is now ready to operate.

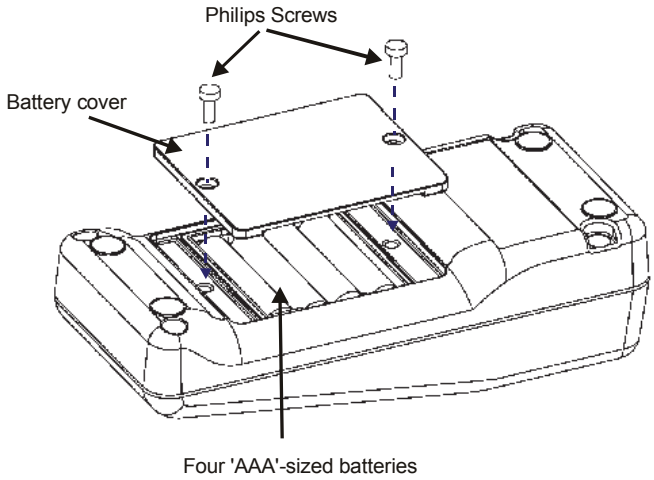


Figure 3: Battery Installation

> *NOTE:*
> *Dispose used batteries in accordance with your local regulations.*

2 TURBIDITY CALIBRATION

The TN-100/ T-100 turbidimeter was calibrated and tested prior to leaving the factory. Therefore, it is possible to use the instrument directly out of the box. However, re-calibration of the instrument is recommended to help you become familiar with the operation of the instrument and the calibration procedures. In addition, re-calibration is recommended at least once every month for optimum accuracy.

It is recommended that you perform a full calibration using all 4 standards provided to ensure full-range accuracy.

However, the TN-100/ T-100 turbidimeter provides flexibility for you to calibrate at selected ranges suitable for your application.

2.1 Calibration Standards

We recommend that you use the following materials during calibration to achieve the accuracy stated in this manual:

- **CAL 1**: 800 NTU Calibration Standard
- **CAL 2**: 100 NTU Calibration Standard
- **CAL 3**: 20.0 NTU Calibration Standard
- **CAL 4**: 0.02 NTU Calibration Standard

It is well known that diluted Formazin is unstable. If you choose to use Formazin to calibrate the instrument, ensure that you are using a fresh stock suspension of Formazin to achieve the accuracy quoted for the instrument. Calibration standards offered are more stable than Formazin and have a limited shelf life of 12 months. If you use the supplied calibration standards to calibrate the instrument, review the expiration date (indicated on cap label) to ensure that the standards have not expired.

2.2 Indexing

Due to the high quality of the glass vials provided, indexing is not required. You only need to align the mark on the vial with the mark on the meter.

However, in order to achieve a better accuracy of the measurement, you can proceed with indexing of the vials. See Section 8.5 - Indexing a Vial on page 20 for more information.

2.3 Calibration Procedure

1. Place TN-100/ T-100 turbidimeter on a flat and level surface.
2. Select the calibration function of the instrument by pressing the CAL button once. The [CAL] annunciator will blink momentarily and the meter will prompt for the first calibration standard CAL 1 standard (800 NTU).
3. Insert the CAL 1 standard (800 NTU) into the sample well, aligning the mark on the vial with the mark on the meter. See Figure 10 on page 12.
4. Press down until the vial snaps fully into the instrument.
5. Press READ/ENTER key.
6. The [CAL 1 800 NTU] annunciator will blink for about 12 seconds. When the instrument has completed calibration for this point, it prompts you to insert the next calibration standard into the sample well [CAL 2 (100 NTU).
7. Repeat the calibration sequence for each calibration standard.
8. After you successfully calibrate the CAL 4 standard (0.02 NTU), the display will show [STbY].
9. The meter is now ready to perform next measurement.

Figure 4 shows the complete calibration sequence.

NOTES:

1. *If you wish to exit the calibration mode you may do so at the end of any step by pressing the CAL key. The meter will accept only the values calibrated prior to exiting.*
2. *You can skip a calibration point by pressing ▲ or ▼ keys and move on to the next calibration point.*
3. *After a successful calibration of one point, it will auto select the next calibration point. It will automatically exit calibration mode after the fourth calibration point.*
4. *If an error occurs during calibration, the display will present an error message. The meter will abort calibration and return to the measurement mode without saving the last calibration value.*
5. *For a list of error messages, refer to Section 4: Troubleshooting Guide on page 15.*

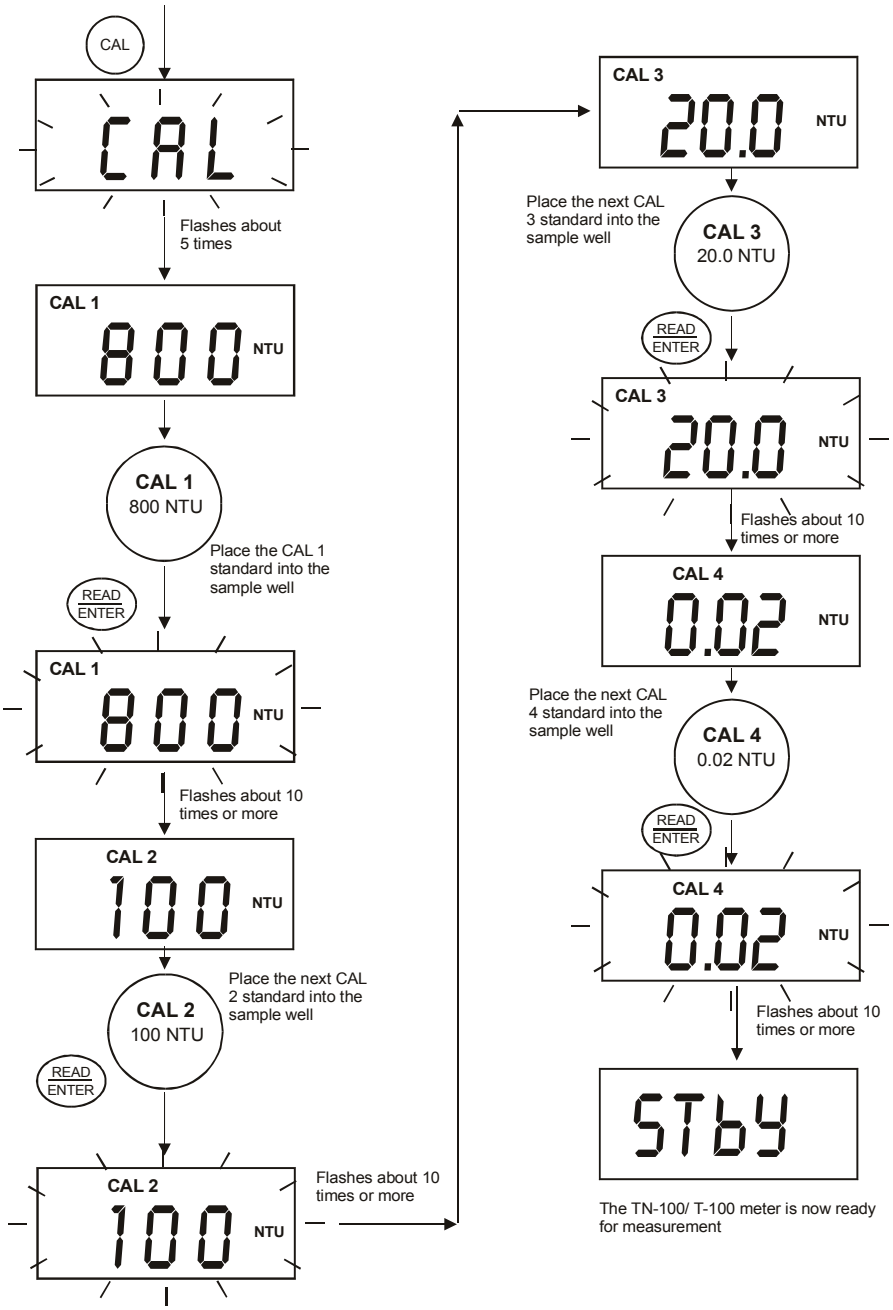


Figure 4: Calibration Sequence

2.4 Restoring Factory Calibration

The TN-100/ T-100 turbidimeter allows you to reset the meter back to the factory default calibration values. This feature is extremely useful when there are errors in calibration or when you have new calibration standards.

1. With the meter switched off, press ▲ and ON/OFF keys simultaneously for about 2 seconds.
2. The display will flash [URST] (User-Reset) for 2 seconds and show [No], which is the default value.
3. Use ▲ or ▼ key to select between [YES] or [No].
   - [YES] = To restore meter back to factory calibration values
   - [No] = To retain last calibrated values
4. After selecting [YES] or [No], press READ/ENTER key.
5. The display will flash [--Rd--] 10 times.
6. Once it stops flashing, it will show [--Rd--]. It is now ready to take turbidity measurements.

Figure 5 shows the sequence for restoring factory calibration values.

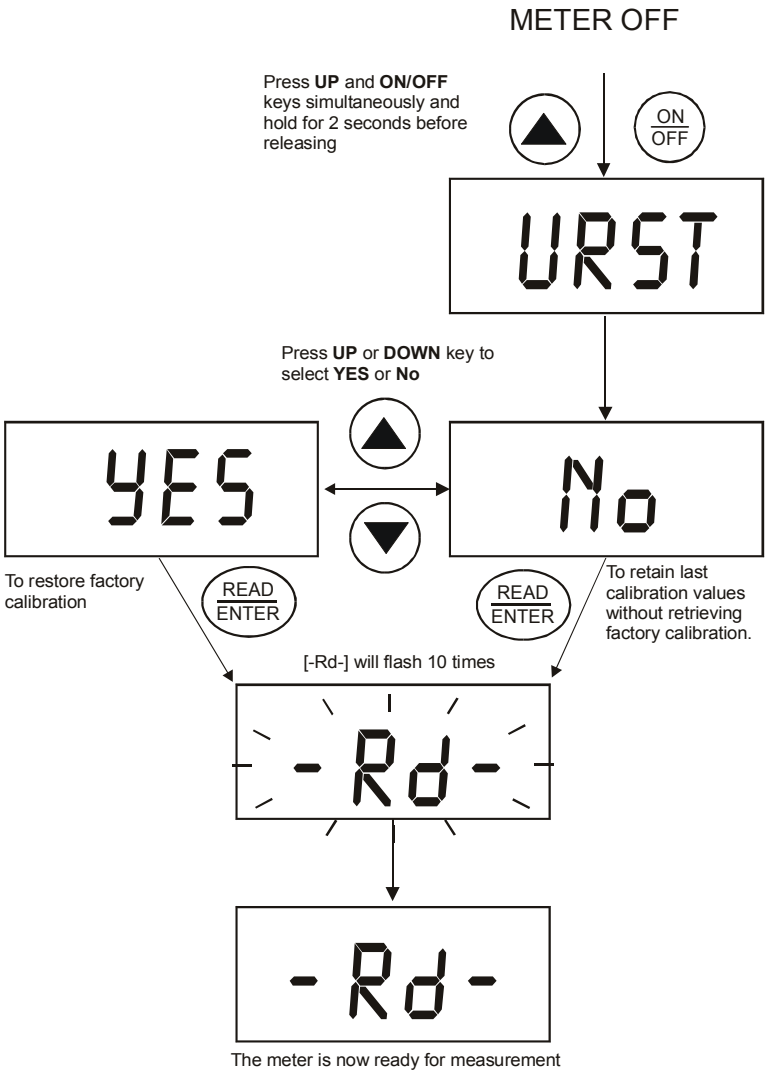


Figure 5: Restoring Factory Calibration

3 TURBIDITY MEASUREMENT

3.1 General Information

The waterproof TN-100/ T-100 turbidimeter allows you to measure the turbidity of a grab sample. The turbidity is reported in Nephelometric Turbidity Units (NTU). Readings above 1000 NTU are outside the range of this instrument.

> *NOTE:*
>
> *Before switching on the TN-100/ T-100 turbidimeter, a sample vial MUST be placed in the sample well. You can use any of the calibration standards for this purpose.*

The meter will go through a power sequence as shown in Figure 6.

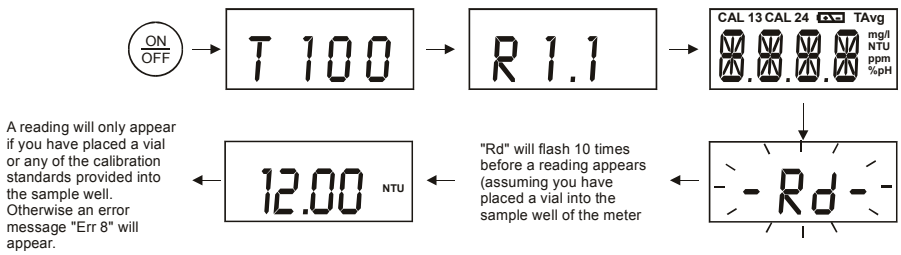


Figure 6: Power-up sequence

3.2 Turbidity Measurement Procedure

An accurate turbidity measurement depends on good measurement techniques. Factors such as clean sample vials, positioning of vial in the sample well, meter calibration, handling of meter, and others, have to be taken into consideration. Please see Section 5.1: Vials – Handling, Cleaning and Care on page 16 and Section 9: ADDENDUM 2: Guide to Good Measurement Technique on page 21 for more information.

3.2.1 Preparation of Sample Vial

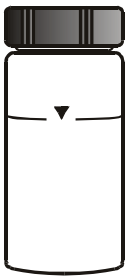


Figure 7: Sample Vial

1. Grab liquid with the plastic bottle provided.
2. Obtain a clean and dry sample vial (Figure 7).
3. Take care to handle the sample vial by the top.
4. Rinse the vial with approximately 10 ml of the sample water, capping the vial with the black screw cap and gently inverting it several times. Discard the used sample and repeat the rinsing procedure two more times.
5. Fill the rinsed vial with the remaining portion (approximately 10 ml) of the grab sample up to the mark indicated in the vial. Cap the vial with the supplied black screw cap.
6. Wipe the vial with the soft, lint-free cloth supplied. Ensure that the outside of the vial is dry, clean and free from smudges.
7. Apply a thin film of silicone oil (supplied) on the sample vial (see Figure 9). Wipe with a soft cloth to obtain an even distribution over the entire vial's surface.

> *NOTES:*
> 1. *The purpose of oiling the vial is to fill small scratches and to mask the imperfection in the glass.*
> 2. *Do not apply large quantity of oil as this may collect dirt and dust.*

8. You are now ready to place the vial into the meter for measurement.

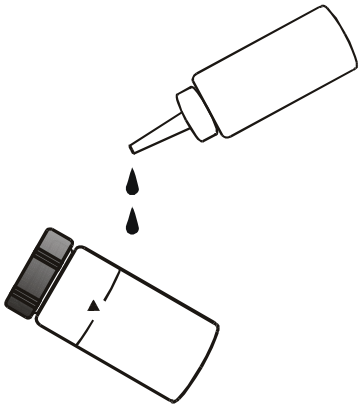


Figure 9: Apply a thin film of silicone oil

3.2.2 Measurement Procedure

1. Place TN-100/ T-100 turbidimeter on a flat and level surface.
2. Place the sample vial inside the sample well and align the vial's mark with the meter's index mark. See below.

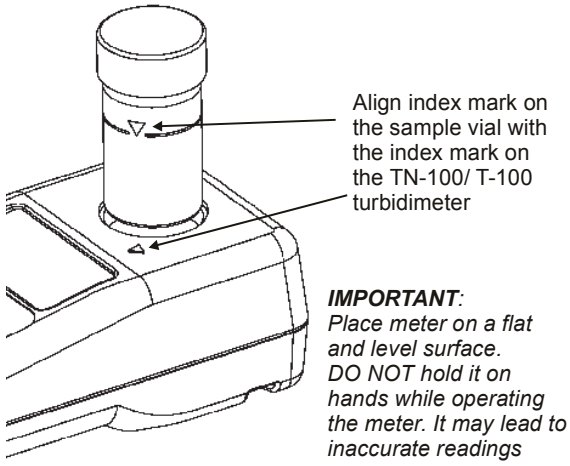


Figure 10: Align sample vial's mark with meter's index mark

3. Push the vial in until it is fully snapped in.
4. Turn on the meter by pressing the ON/OFF key.
5. After the power-sup sequence, the display blinks [--Rd--] for about 12 seconds. See Figure 11.
6. A value will appear. Note the reading.
7. If necessary, please the second sample vial into the sample well. Remember to align the vial's mark with the meter's index mark.
8. Press READ/ENTER key. The display blinks [-- Rd --] and a value will appear. Note the reading.
9. Repeat steps 2 through 8 for all of your samples.

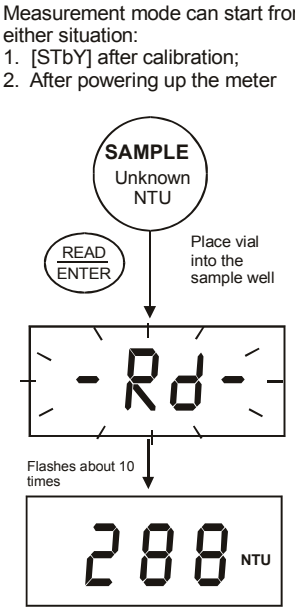


Figure 11: Reading turbidity value

NOTE:

1. *NEVER pour liquid directly into the sample well of the instrument. Always use a vial. The instrument will only accurately measure the turbidity of a sample when vials sealed with the black caps are used. The black cap serves as both seal and a light shield.*
2. *NEVER attempt to clean the sample well. The optics may be damaged.*
3. *The instrument will automatically power off 20 minutes after the last key press for battery conservation.*

3.3 Single-Shot or Continuous Measurement

You can use TN-100/ T-100 turbidimeter to take a single reading or perform continuous measurement. The latter is only used for indexing the vials. See Section 8.5 - Indexing a Vial on page 20 for more information.

For single-shot measurement:

1. Make sure the meter is sitting on a flat and level surface and is in measurement mode. The display shows the last measured value or [STbY] after exiting calibration mode.
2. Place sample vial in the sample well.
3. Press READ/ENTER key and release immediately (<0.3 seconds). See Figure 12.
4. The display will blink [--Rd--] for 10 times or more and then display the measured value.

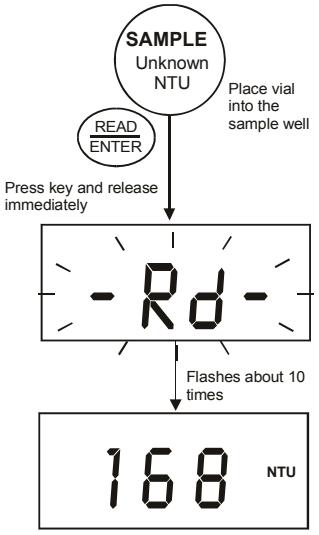


Figure 12: Single-shot measurement

For continuous measurement:

1. Make sure the meter is sitting on a flat and level surface and is in measurement mode. The display shows the last measured value or [STbY].
2. Place the sample vial in the sample well.
3. Press READ/ENTER key and hold. See Figure 13.
4. Wait for the reading to stabilize before rotating the sample vial.

> *NOTE:*
>
> *During continuous measurement, the display is updated every 2 seconds. The displayed reading may not be the actual turbidity value. For accurate measurement, use single-shot measurement.*

5. You can rotate the sample vial for indexing purpose. See Section 8.5 - Indexing a Vial on page 20 for more information.
6. Once you release the READ/ENTER key, the meter will automatically perform a single-shot measurement.

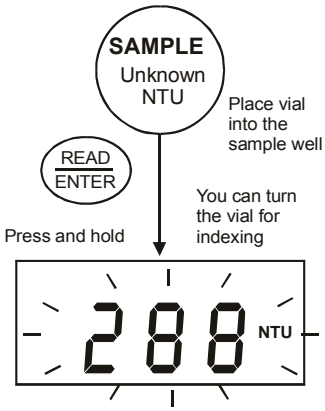


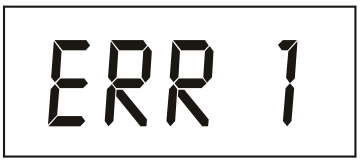
Figure 13: Continuous measurement

> *NOTES:*
>
> 1. *After a measurement is completed and the display is updated, a 4-second recovery time occurs before the meter can perform another function. If any key is pressed during the recovery time, the meter will perform the corresponding action at the end of the recovery period.*
> 2. *When performing a measurement, if the meter detects stray light exceeding the amount equivalent to 0.02 NTU in the low range, the measurement is immediately aborted and an error message [ERR 8] is displayed. Ensure the vial sits properly into the sample well. Press the ENTER/READ key to re-do the measurement.*

4 TROUBLESHOOTING GUIDE

The TN-100/ T-100 turbidimeter routinely performs self-diagnostics, and will automatically generate messages to provide you with specific diagnostic information. These messages are for your use and do not indicate a reduction in the performance of the instrument or a failure of any component in the instrument, unless otherwise stated in this list.

LCD Message	Description	Correction Actions
ERR 1	Calibration Error. The meter is unable to recognize the 800 NTU Calibration Standard.	Make sure you use the correct 800 NTU calibration standard. *
ERR 2	Calibration Error. The meter is unable to recognize the 100 NTU Calibration Standard.	Make sure you use the correct 100 NTU calibration standard. *
ERR 3	Calibration Error. The meter is unable to recognize the 20.0 NTU Calibration Standard.	Make sure you use the correct 20.0 NTU calibration standard. *
ERR 4	Calibration Error. The meter is unable to recognize the 0.02 NTU Calibration Standard.	Make sure you use the correct 0.02 NTU calibration standard. *
ERR 5	Calibration Error. There is not sufficient signal to achieve the appropriate resolution in the 0-1000NTU range.	Re-do calibration with all 4 standards provided. *
ERR 6	General Calibration Failure. There is not sufficient signal to achieve the appropriate resolution in the 0-100NTU range.	Re-do calibration with all 4 standards provided. *
ERR 7	General Calibration Failure. There is not sufficient signal to achieve the appropriate resolution in the 0-20 NTU range.	Re-do calibration with all 4 standards provided. *
ERR 8	Excessive stray light detected.	Make sure the vial is fully snapped in the sample well.
ERR 9	Lamp Failure.	Return unit.
Or	When Turbidity value is above the measurement range(>1000NTU)	Dilute sample. See Section 9.7 on page 23.
+ –	Low battery indication. The batteries need to be replaced.	Replace batteries.



* If an error message appears, take the appropriate corrective action and re-do the desired procedure. If the problem persists, contact Eutech Instruments or your dealer. See Sections on Warranty and Return of Items on page 24.

5 ROUTINE MAINTENANCE

The supplied carrying case is optimal for protecting the instrument. If you do not plan on leaving the instrument in the supplied carrying case, when not in use, ensure that the instrument has been turned off and that a clean sample vial fitted with a black cap has been placed in the sample well. This will ensure that a minimal amount of dust and/or debris will be able to settle on the optics of the instrument.

5.1 Vials – Handling, Cleaning and Care

Proper measurement of the turbidity of a sample requires the use of a vial that is free of marks, smudges, scratches and any bacterial growth.

Therefore, sample vials must be handled with absolute care to avoid contamination or damage, which might change the optical characteristics of the glass. Scratches, fingerprints, and water droplets on the sample vial or inside the sample well can cause stray light interference leading to inaccurate readings.

Cleaning the vial is accomplished by washing the interior and exterior of the vial in a detergent solution. Once cleaned, the vial should be rinsed thoroughly 8 to 10 times with clean distilled water to eliminate the possibility of detergent buildup and streaking.

Vials can also be acid washed periodically and coated with a special silicone oil to fill small scratches and mask the imperfections in the glass. Since the silicone oil required for this application should have the same refractive characteristics as glass, it is recommended that the oil be obtained from us. Care should be taken not to apply excessive oil that could attract dirt or contaminate the sample well of the meter. Once the oil has been applied to the vial, the excess oil should be removed with a lint-free cloth. The result should be a sample vial surface with a dry appearance, but with all imperfections filled with oil.

Sample vials should always be handled from the top or by the cap to avoid fingerprints or smudges. After a vial has been filled with a sample and capped, the outside surface should be wiped with a clean, lint-free absorbent cloth until it is dry. Cleaned and dried vials should be stored with the black caps on. The vials can be stored in the carrying case. During normal operation you may use any typical glass cleaner along with a lint free cloth or tissue (Kimwipes®), to clean the outside of the vials.

Condensation may appear on the vial when your sample is very cold and the relative air humidity is high. When this happens, the turbidity that you read may be higher than the actual turbidity due to the light scattered by the condensate on the vial. If you find yourself in this circumstance, you can alleviate the problem by either coating the vial with an anti-fogging agent, or by running warm water over the vial for a short period of time to warm the sample prior to measurement.

6 ACCESSORIES

The items shown below are recommended accessories and replacement parts for the instrument.

Item Description	Eutech Instruments Order Code.	Oakton Instruments Order Code.
Waterproof TN-100/ T-100 portable turbidimeter with set of 4 calibration standards (800, 100, 20.0 & 0.02 NTU), set of 3 sample vials, lint-free cloth, silicone oil, batteries – all in a rugged carrying case.	EC-TN100	35635-00
Calibration Set for normal operation (includes 800, 100, 20.0 & 0.02 NTU Standards)	ECTN100CALKT	35635-50
Sample Vials – pack of 3 vials	ECTN100CUVKT	35653-55
Silicone Oil – 10ml	ECSILICONEOIL	~

To order any accessory or replacement part, please contact your nearest distributor or Eutech Instruments/ Oakton Instruments.

7 SPECIFICATIONS

MODEL NO.	TN-100/ T-100
Measurement Method	ISO 7027 compliant nephelometric method (90°)
Measurement Range	0 to 1000 NTU
Automatic Range Selection	0.01 – 19.99 NTU 20.0 – 99.9 NTU 100 – 1000 NTU
Resolution	0.01 NTU (0 – 19.99 NTU) 0.1 NTU (20 – 99.9 NTU) 1 NTU (100 – 1000 NU)
Accuracy	±2% of reading for 0 to 500 NTU; ±3% of reading for 501 to 1000 NTU.
Repeatability	± 0.01 NTU or ± 1% of reading, whichever is greater with gel samples
Response Time	< 6 seconds for full step change
Calibration Standards	0.02 NTU; 20 NTU; 100 NTU; 800 NTU
Standardization	EPA-approved polymer-based primary standards
Light Source	Infrared-emitting diode (850 nm wavelength)
Light Source Life	> 1,000,000 tests
Detector	Silicon photovoltaic
Stray Light	< 0.02 NTU
Display	4-digit 14-segments customized liquid crystal display with annunciators
Sample Cells	Borosilicate glass with screw caps, fill line and indexing mark. 51 (H) x 25 (Dia) mm (2 x 1 in)
Sample Volume Required	10 ml (0.33 oz)
Operating Temperature Range	0°C to 50°C (32°F to 122°F)
Sample Temperature Range	0°C to 50°C (32°F to 122°F)
Operating Humidity Range	0-90% RH, non-condensing at 30°C (86°F)
Power Supply	4 x “AAA” Alkaline Batteries (> 1200 readings)
Enclosure Type & Rating:	ABS Plastic / IP67 rated
Insulation Rating	Pollution Degree 2
Weight:	Meter: 200 g (7 oz) Meter with case: 1.25 kg (2.75 lb)
Dimensions	Meter: 6.8 (W) x 15.5 (L) x 4.6 (H) cm; (2.7 x 6.1 x 1.8 in) Meter with Case: 16 (W) x 35 (L) x 12 (H) cm; (6.3 x 13.8 x 4.7 in)

8 ADDENDUM 1: TURBIDITY

8.1 Definition

Turbidity is defined as an "*expression of the optical property that causes light to be scattered and absorbed rather than transmitted in straight lines through the sample.*"[1] That is, turbidity is the measure of relative sample clarity, not colour.

Water with cloudy or opaque appearance will have high turbidity, while water that is clear or translucent will have low turbidity. High turbidity value is caused by particles such as slit, clay, microorganisms, and organic matter. By definition, turbidity is not a direct measure of these particles but rather a measure of how these particles scatter light.

8.2 Why Is It Important?

For drinking water application, a turbidity value may give an indication of presence of bacteria, pathogens, or particles that can shelter harmful organisms from disinfection process. Therefore, turbidity measurement is particularly useful for water treatment plants to ensure cleanliness.

In industrial processes, turbidity can be part of quality control measure to ensure efficiency in treatment or manufacturing process.

8.3 Measurement Principle

There are two internationally accepted standard specifications for turbidity measurement. These are the international standard ISO 7027 and the US EPA method 180.1.

Basically the ISO 7027 is a more stringent standard and requires the use of a monochromatic light source. It also governs the design of a turbidimeter in the following areas: (1) Light source's wavelength; (2) Light sources' spectral bandwidth; (3) Measuring angle; (4) Aperture angle in water sample; (5) Distance traversed by incident light and scattered light within the sample; (6) Calibration standard.

The TN-100/ T-100 turbidimeter follows the ISO 7027 standard whose specification allows for greater reproducibility of the measured values and greater agreement between other measuring instruments.

[1] Provided by "Standard Methods for the Examination of Water and Wastewater, APHA, AWWA and WPCF, 16th Edition, 1985.

Figure 14 shows the waterproof TN-100/ T-100 turbidimeter basic optical system. It includes a light source and a detector to monitor the light scattered at 90° with respect to the incident beam.

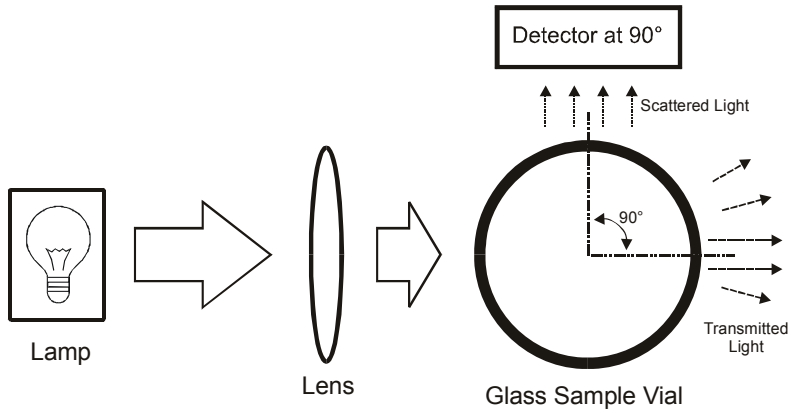


Figure 14: Basic Nephelometric arrangement for turbidity measurements

8.4 Nephelometric Turbidity Units (NTU)

Nephelometric Turbidity Units (NTU): Unit of measure used when relating the light scattered by a liquid media to the light scattered by a known concentration of a standard solution. This unit of measure is recognized as a measure of the optical clarity of an aqueous sample. NTU is the accepted unit of measurement for turbidity.

Another unit commonly used to measure turbidity is Formazin Turbidity Unit (FTU). The two units of measure of turbidity are equivalent: 1 NTU = 1 FTU.

8.5 Indexing a Vial

The United States Environmental Protection Agency (US EPA) recommends that vials used for turbidimeter calibration or sample measurement be indexed.

To index a sample vial, slowly rotate the vial throughout one complete revolution (360°). While rotating the sample vial, observe the display and locate the position that the vial is in which provides the lowest turbidity reading. This position is the indexed position of the vial.

Mark this position on the vial (not on the cap) against the mark on the meter.

After indexing a vial, make sure the vial will always be placed inside the sample well in the indexed position.

9 ADDENDUM 2: GUIDE TO GOOD MEASUREMENT TECHNIQUE

Turbidity is a very complex analytical measurement which can be affected by many factors. Some are inherent in the instrument's design such as angle of detection, light beam aperture, incident beam wavelength and colour sensitivity of the photocell.

However, there are other factors such as stray light, air bubbles and care of vial, which can be prevented through proper care of equipment and accessories, and in the operating procedure for measurement. Here are some points you may want to note:

9.1 Maintain sample vials in good condition

Sample vials must be meticulously clean and free from significant scratches. It should be treated on the outside with a thin coat of silicone oil. This is to mask minor imperfections and scratches that may contribute to stray light. Sample vials should be handled only by the top to avoid dirt accumulation (or deposits) and fingerprints that might interfere with the light path.

More information is found in Section 5.1 - Vials – Handling, Cleaning and Care on page 16.

9.2 Match Sample Vials

Best accuracy and repeatability of turbidity measurement are achieved using a single, indexed vial. However, for more convenience, different vials can be used for measurement provided their readings with the same solution are matched. That is, the meter gives identical readings or within the specified repeatability and accuracy of the meter.

Select a few vials. After the sample vials are cleaned, fill them with ultra-low turbidity water. Allow the sample vials to stand and for air bubbles to rise. Polish sample vials with silicone oil and take turbidity measurement at several points while rotating it in the sample well. Find the position where turbidity reading is the lowest and index it for each vial. Whenever these sample vials are used, use the indexed mark to position each vial into the sample well. Choose those vials that match the readings.

> *NOTE:*
>
> *Not all vials can be matched because of some manufacturing variations.*

9.3 Degassing

Air or other trapped gases should be removed before measurement.

Degassing is recommended even if no bubbles are visible. There are three methods commonly used for degassing:

- Addition of a surfactant: This involves adding a surfactant to the water samples to lower the surface tension of the water, thereby releasing trapped gasses.
- Application of a partial vacuum: Partial vacuum can be created by using simple syringe or vacuum pump. (This is only recommended for ultra-low turbidity measurement).
- Use of an ultrasonic bath: This may be effective in severe conditions or in viscous samples, but not recommended for ultra-low measurements.

Each of the method above has its own advantages and disadvantages. For instance, under certain sample conditions, the use of vacuum pump or ultrasonic bath may actually increase the presence of gas bubbles.

9.4 Timeliness of Sample

Samples should be measured immediately to prevent changes in particle characteristics due to temperature and settling. Temperature can affect particles by changing their behavior or creating new particles if precipitates are formed. Dilution water may dissolve particles or change their characteristics. It is recommended to take samples only when the turbidimeter is ready to be operated. Samples should not be drawn and allowed to sit while the instrument warms up or is being readied.

9.5 Other Important Sampling Techniques

1. Samples should not be violently shaken or agitated as particles can be broken apart or air may be entrapped into the fluid. Gentle agitation such as swirling the sample vial is advisable to reduce particle settling.
2. Sample vials should be used only with the instruments for which they were intended. Do not mix and match.
3. Perform a visual observation of the sample vial every time a measurement is made. Ensure that there are no visible bubbles in the sample and the vial is clean and free of scratches.
4. Samples entering the turbidimeter should be at the same temperature as the process flow samples. Changes in temperature can cause precipitation of soluble compounds and affect readings.
5. Sample vials should be evaluated with a low turbidity water (after cleaning) to determine if cells remain matched. If the evaluation determines that a cell is corrupted, discard the vial. It is recommended to conduct this evaluation weekly.
6. When in doubt or question about whether a sample vial is too scratched or stained, throw it away.

9.6 Calibration

1. Do not open the vials with calibration standards.
2. Check that the standards have not expired.
3. Make sure the calibration vials are free of dust, smudges and scratches before use.
4. Conduct the calibration in the same manner each time. Variations in how calibration is performed could yield inaccurate measurements.
5. It is very important that the user(s) who perform calibration have been trained to do so. Creating a Standard Operating Procedure (SOP) for the user(s) to read, learn, and practice may help to ensure accuracy.

9.7 Dilution

This dilution procedure is necessary only when your turbidity measurement is above 1000 NTU.

1. To measure the turbidity above 1000 NTU, dilute the sample with turbidity-free water.
2. Turbidity-free water can be obtained by filtering deionized water through a < 0.2µm filter membrane with precision-sized pores.
3. Measure the volume of the sample before dilution and record the value in ml (Vs).
4. Take a known volume (Vd) of dilution water and add it to the sample.
5. Pour 10 ml of the diluted sample in a clean vial and measure the turbidity of the diluted sample. Record this value in NTU (Td).
6. Calculate the true turbidity (T) of the original sample - in NTU - using the following formula:

$$T = Td * (Vs + Vd) / Vs$$

Example:

- Dilute 20 ml of the original sample (whose turbidity is above 1000NTU) with 50 ml of dilution water.
- Measure the turbidity of the diluted sample.
- If the reading is 300 NTU, the turbidity of the original sample is 1050 NTU. (In this case: Td=300NTU, Vs=20ml, Vd=50ml, so T = 300 * (20+50) / 20 = 300*70/20 = 21000/20 = 1050)

10 WARRANTY

The TN-100/ T-100 meter is supplied with a **2-year** warranty from manufacturing defects and calibration standards for **6 months**.

If repair or adjustment is necessary and has not been the result of abuse or misuse within the designated period, please return – freight pre-paid – and correction will be made without charge. Eutech Instruments/ Oakton Instruments will determine if the product problem is due to deviations or customer misuse.

Out of warranty products will be repaired on a charged basis.

Exclusions

The warranty on your instrument shall not apply to defects resulting from:

- Improper or inadequate maintenance by customer
- Unauthorized modification or misuse
- Operation outside of the environment specifications of the products

Waterproof Seal: Opening the instrument enclosure (excluding the battery compartment) may void the warranty.

11 RETURN OF ITEMS

Authorization must be obtained from our Customer Service Department or authorized distributor before returning items for any reason. A “Return Goods Authorization” (RGA) form is available through our Authorized Distributor. Please include data regarding the reason the items are to be returned. For your protection, items must be carefully packed to prevent damage in shipment and insured against possible damage or loss. Eutech Instruments/ Oakton Instruments will not be responsible for damage resulting from careless or insufficient packing. A restocking charge will be made on all unauthorized returns.

NOTE:

Eutech Instruments Pte Ltd/ Oakton Instruments reserve the right to make improvements in design, construction, and appearance of products without notice.

CALIBRATION CHECKLIST

Month _____ Year _____

Date	Initials	Value	Standard	Comments

For more information on Eutech Instruments/ Oakton Instruments' products, contact your nearest distributor or visit our website listed below:

Oakton Instruments P.O Box 5136, Vernon Hills, IL60061, USA Tel: (1) 888-462-5866 Fax: (1) 847-247-2984 E-mail: info@4oakton.com Web-site: www.4oakton.com	**Eutech Instruments Pte Ltd** Blk 55, Ayer Rajah Crescent, #04-16/24 Singapore 139949 Tel: (65) 6778 6876 Fax: (65) 6773 0836 E-mail: marketing@eutechinst.com Web-site: www.eutechinst.com	**Distributed by:**

CSMP Attachment 5: Supplemental Information

Section 8 References

Project Plans and Specifications No. [Insert Number] dated [insert date], prepared by [entity preparing plans and specifications]

State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: National Pollutant Discharges Elimination System (NPDES) California General Permit for Storm Water Discharge Associated with Construction and Land Disturbing Activities. Available on-line at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.

State Water Resources Control Board (2010). Order 2010-0014-DWQ, NPDES General Permit No. CAS000002: National Pollutant Discharges Elimination System (NPDES) California General Permit for Storm Water Discharge Associated with Construction and Land Disturbing Activities. Available on-line at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.

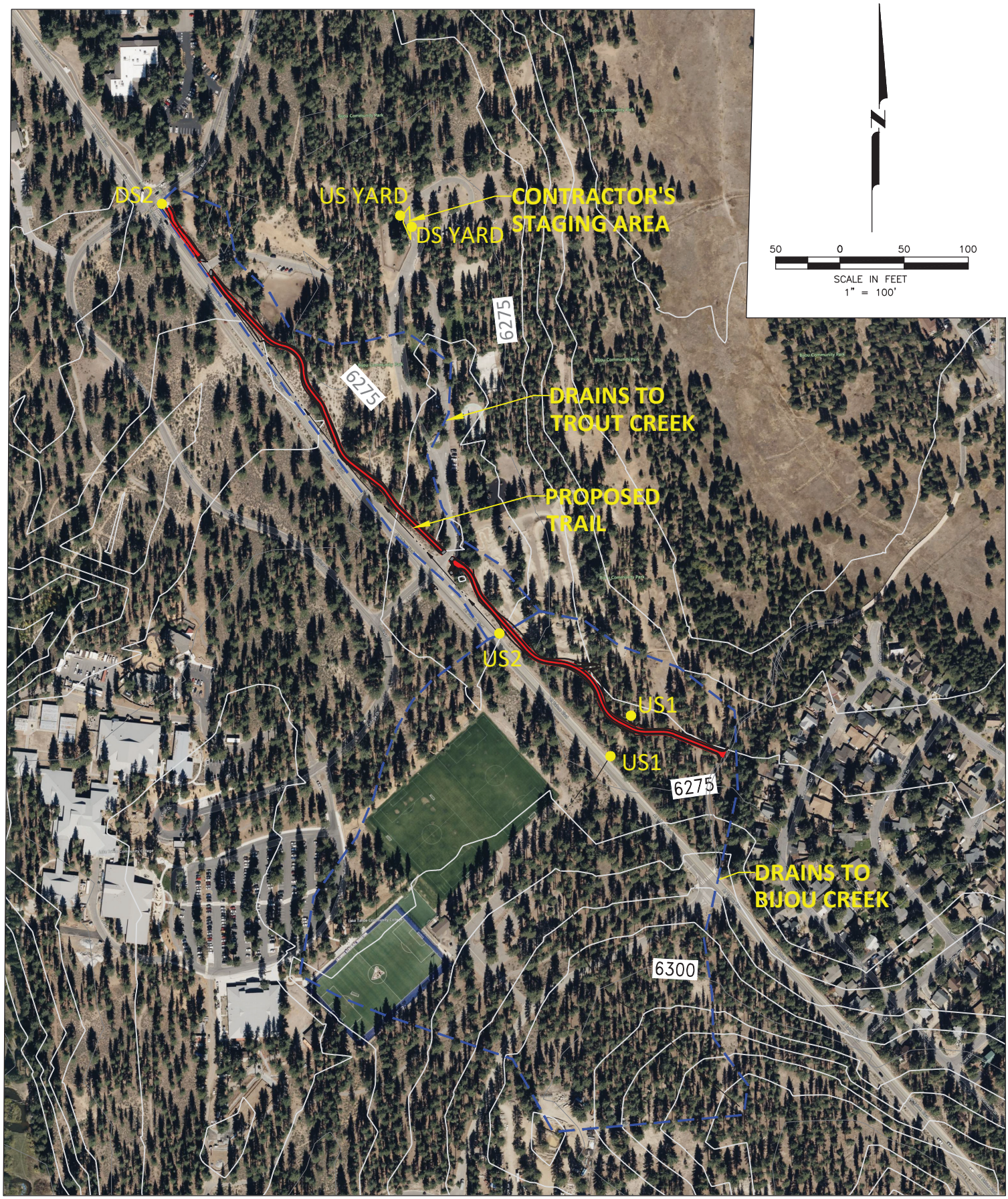
State Water Resources Control Board (2012). Order 2012-0006-DWQ, NPDES General Permit No. CAS000002: National Pollutant Discharges Elimination System (NPDES) California General Permit for Storm Water Discharge Associated with Construction and Land Disturbing Activities. Available on-line at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.

[Include additional references as needed]

CASQA 2009, *Stormwater BMP Handbook Portal: Construction*, November 2009, www.casqa.org

Appendix A: Calculations

Appendix B: Site Maps


DS2
US YARD
CONTRACTOR'S STAGING AREA
DS YARD
6275
6275
DRAINS TO TROUT CREEK
PROPOSED TRAIL
US2
US1
US1
6275
DRAINS TO BIJOU CREEK
6300
N
50 0 50 100
SCALE IN FEET
1" = 100'

SITE MAP

BIJOU PARK CONNECTOR TRAIL
CITY OF SOUTH LAKE TAHOE

PWC-20-30150037

OWNER

CITY OF SOUTH LAKE TAHOE
1901 LISA MALOFF WAY
SOUTH LAKE TAHOE
(530) 542-6034

SUBMITTED BY:

EASTERN SIERRA ENGINEERING, P.C.
P.O. BOX 1819
ZEPHYR COVE, NV 89448
(775) 588-7178

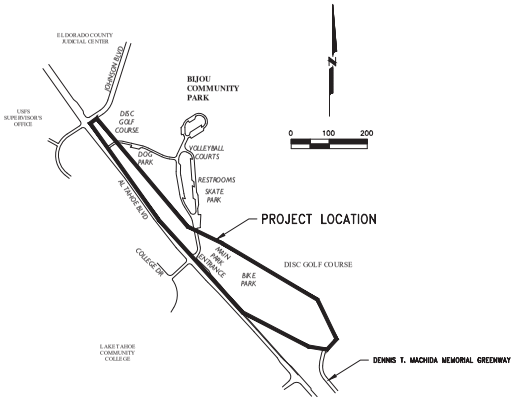
JENNIFER G. ROMAN, P.E. DATE
EASTERN SIERRA ENGINEERING

REVIEWED BY:

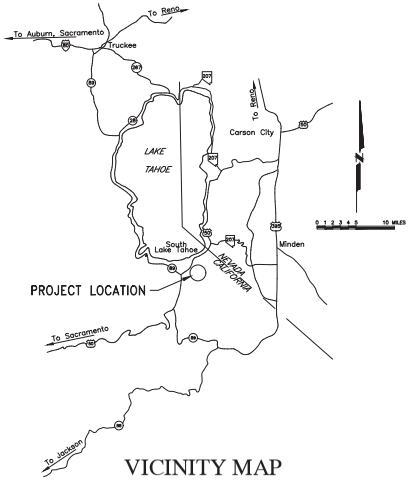
ANUSH NEJAD, P.E. DATE
DIRECTOR OF PUBLIC WORKS

SHEET INDEX

SHEET #	DESCRIPTION	
G1	TITLE SHEET	
G2	NOTES LEGEND AND ABBREVIATIONS	
C1	TRAIL PLAN & PROFILE	STA 1+00–3+00
C2	TRAIL PLAN & PROFILE	STA 3+00–5+25
C3	TRAIL PLAN & PROFILE	STA 5+25–7+50
C4	TRAIL PLAN & PROFILE	STA 7+50–9+50
C5	TRAIL PLAN & PROFILE	STA 9+50–11+50
C6	TRAIL PLAN & PROFILE	STA 11+50–13+75
C7	TRAIL PLAN & PROFILE	STA 13+75–16+00
C8	TRAIL PLAN & PROFILE	STA 16+00–17+75
C9	TRAIL PLAN & PROFILE	STA 17+75–20+00
C10	TRAIL PLAN & PROFILE	STA 20+00–22+25
C11	TRAIL PLAN & PROFILE	STA 22+25–24+25
C12	TRAIL PLAN & PROFILE	STA 24+25–26+58
C13	TRAIL SECTIONS	STA 2+00–21+00
C14	TRAIL SECTIONS	STA 22+00–26+58
C15	RAMP DETAIL SHEET–1	
C16	RAMP DETAIL SHEET–2	
D1	DETAILS	
D2	DETAILS	
D3	DETAILS	
D4	DETAILS	
S1	SIGNAGE & STRIPING	STA 1+00–5+25
S2	SIGNAGE & STRIPING	STA 5+25–9+50
S3	SIGNAGE & STRIPING	STA 9+50–13+50
S4	SIGNAGE & STRIPING	STA 13+50–17+75
S5	SIGNAGE & STRIPING	STA 17+75–22+25
S6	SIGNAGE & STRIPING	STA 22+25–26+46
S7	AL TAHOE CROSSING SIGNAGE & STRIPING	



LOCATION MAP



VICINITY MAP

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TITLE SHEET

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
PH: (775) 588-7178
FAX: (775) 588-7178
2281 FOREST, SUITE 201
ZEPHYR COVE, NV 89448

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROMAN
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
G1 OF 29

GENERAL NOTES

1. THE CONTRACTOR SHALL ACQUAINT HIMSELF WITH AND ABIDE BY THE REQUIREMENTS AS OUTLINED IN THE 2023 STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS.

2. THE CONTRACTOR ACKNOWLEDGES THAT HE HAS SATISFIED HIMSELF AS TO THE NATURE AND LOCATION OF THE WORK, THE GENERAL AND LOCAL CONDITIONS, PARTICULARLY THOSE BEARING UPON AVAILABILITY OF TRANSPORTATION, DISPOSAL, HANDLING AND STORAGE OF MATERIALS, AVAILABILITY OF LABOR, WATER, ELECTRIC POWER, ROADS, AND UNCERTAINTIES OF WEATHER, CREEK STAGES, OR SIMILAR PHYSICAL CONDITIONS AT THE SITE. THE CONFORMATION AND CONDITIONS OF THE GROUND, THE CHARACTER OF EQUIPMENT AND FACILITIES NEEDED PRIMARILY TO AND DURING THE PROSECUTION OF THE WORK OR THE COST THEREOF AS SHOWN ON THESE DRAWINGS.

   THE CONTRACTOR FURTHER ACKNOWLEDGES THAT HE HAS SATISFIED HIMSELF AS TO THE CHARACTER, QUALITY AND QUANTITY OF SURFACE AND SUBSURFACE MATERIALS TO BE ENCOUNTERED FROM INSPECTING THE SITE AND FROM INFORMATION PRESENTED BY THE DRAWINGS. ANY FAILURE BY THE CONTRACTOR TO ACQUAINT HIMSELF WITH ALL THE AVAILABLE INFORMATION WILL NOT RELIEVE HIM FROM RESPONSIBILITY FOR PROPERLY ESTIMATING THE DIFFICULTY AND COST OF SUCCESSFULLY PERFORMING THE WORK.

3. AT NO TIME SHALL THE CONTRACTOR UNDERTAKE TO CLOSE OFF ANY UTILITY OR OPEN VALVES OR TAKE ANY OTHER ACTION WHICH WOULD AFFECT THE OPERATION OF THE EXISTING SYSTEM EXCEPT AS SPECIFICALLY REQUIRED BY THE PLANS, AND AFTER APPROVAL IS GRANTED BY THE RESPECTIVE UTILITY COMPANY. APPROPRIATE ADVANCE APPROVAL BY THE UTILITY IS REQUIRED PRIOR TO INTERRUPTION OF THE EXISTING SYSTEM. CONTACT SOUTH TAHOE PUBLIC UTILITY DISTRICT AT (530)544-6474.

4. EXISTING UTILITIES ARE INDICATED ON THE PLANS WHERE SUCH UTILITIES ARE KNOWN. THE LOCATION AND EXTENT OF SUCH UTILITIES ARE APPROXIMATE ONLY. NO GUARANTEE IS MADE AS TO THE ACCURACY OF SUCH INFORMATION, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, PROTECT, AND MAINTAIN ALL EXISTING UTILITIES WHETHER OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES ONE WEEK PRIOR TO THE BEGINNING OF CONSTRUCTION AND ARRANGE FOR THE LINE LOCATIONS AND APPROPRIATE SAFETY PROCEDURES. CONTRACTOR SHALL ALSO NOTIFY THE FOLLOWING UNDERGROUND UTILITY SERVICE: UNDERGROUND SERVICES ASSOCIATION (811).

5. AT ALL TIMES DURING CONSTRUCTION ADEQUATE TEMPORARY EROSION CONTROLS SHALL BE IN PLACE AS SHOWN ON THE PLANS. THE EROSION CONTROL SHALL BE IN ACCORDANCE WITH THE TRPA "HANDBOOK OF BEST MANAGEMENT PRACTICES." THE CONTRACTOR SHALL CONTACT TRPA AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF WORK FOR A PRE-GRADING INSPECTION OF THE INSTALLED TEMPORARY EROSION CONTROL.

6. ALL AREAS DISTURBED AS A RESULT OF THE WORK SHALL BE REVEGETATED IN ACCORDANCE WITH THE TRPA "HANDBOOK OF BEST MANAGEMENT PRACTICES," AND "LIVING WITH FIRE, LAKE TAHOE BASIN, SECOND EDITION." LANDSCAPED AREA SHALL BE RESTORED IN KIND.

7. THE CONTRACTOR SHALL UTILIZE CONSTRUCTION TECHNIQUES WHICH MINIMIZE GRADING, VEGETATION REMOVAL AND TEMPORARY AND PERMANENT DISTURBANCE.

8. ELEVATIONS NOTED ON PLANS FOR PIPE INVERTS, TOP OF GRATES OR RIMS, CUTS, ETC., ARE BASED UPON THE TOPOGRAPHIC INFORMATION SHOWN ON THE PLANS. THE CONTRACTOR SHALL VERIFY ALL NECESSARY SURFACE ELEVATIONS IN THE FIELD AND NOTIFY THE OWNER OR ENGINEER BEFORE BREAKING GROUND, AND PRIOR TO INSTALLATION OF ANY FACILITIES. THE ENGINEER SHALL BE CONTACTED IN THE EVENT THE ELEVATIONS ARE INCORRECT SO THAT PROPER ADJUSTMENTS CAN BE MADE PRIOR TO INSTALLATION OF THE FACILITIES.

9. ALL EXCAVATED MATERIAL SHALL BE STOCKPILED ON AN APPROVED SITE, WITH APPROPRIATE TEMPORARY EROSION CONTROL. TEMPORARY EROSION CONTROL WILL REMAIN IN PLACE UNTIL STOCKPILES ARE REMOVED AND AREA CLEANED. APPROVED MATERIAL MAY BE RETURNED FOR USE AS BACKFILL. EXCESS EXCAVATED MATERIAL SHALL BE DISPOSED OF AT A TRPA APPROVED LOCATION.

10. CONTRACTOR SHALL DESIGNATE SPECIFIC SITES FOR STORAGE OF EQUIPMENT AND MATERIALS AND OBTAIN APPROVAL FOR USE OF THE SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF ALL EQUIPMENT AND MATERIALS.

11. THE CONTRACTOR SHALL PROVIDE APPROPRIATE TRAFFIC CONTROL, AND AT NO TIME WILL OBSTRUCTIONS BE LEFT IN THE ROADWAY DURING THE NIGHT HOURS. ALL TRAFFIC CONTROL WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO PART VI OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, MILLENIUM EDITION AND CALTRANS STANDARDS.

12. PIPE SHALL BE BEDDED PER THE SPECIFICATIONS. EXCAVATED AREAS SHALL BE BACKFILLED WITH CLASS E BACKFILL SCREENED TO 2". ALL BEDDING AND BACKFILL SHALL CONFORM TO CALTRANS STANDARD SPECIFICATIONS. BEDDING AND BACKFILL SHALL BE COMPACTED IN 6" MAXIMUM LIFTS TO AT LEAST 90% RELATIVE COMPACTION AS DETERMINED BY ASTM D1557. SUBBASE SHALL BE COMPACTED TO 90% AND AGGREGATE BASE COMPACTED TO 95%. AGGREGATE BASE SHALL BE CLASS 2 AND SHALL BE 3/4-INCH MAXIMUM, WITH 95% RELATIVE COMPACTION. ASPHALT CONCRETE SHALL BE PG 64-28 POLYMER MODIFIED 1/2" MAX MEDIUM. SUBMIT MIX DESIGN TO CITY FOR APPROVAL.

13. THE APPROVED PLAN, PERMIT AND INSPECTION RECORD MUST BE ON THE JOB SITE AT ALL TIMES.

14. THE WATER SERVICE LINE DOWNSTREAM OF METER BOXES SHALL BE CONSTRUCTED OF COPPER TYPE L, OR K, POLYETHYLENE 200 PSI CLASS, OR OTHER SUITABLE MATERIAL APPROVED BY THE ENGINEER. FOR PIPING REQUIREMENTS OF THE METER, REFER TO WATER METER INSTALLATION DETAIL. FOR TRACING PURPOSES SOLID COPPER WIRE SHALL BE INSTALLED THE ENTIRE LENGTH OF ALL PLASTIC SERVICES AND ATTACHED TO THE PIPE.

15. COMPACTION REPORTS FOR NATIVE SOIL, SUB BASE AND BASE MATERIAL SHALL BE SUBMITTED TO THE CITY INSPECTOR WEEKLY. NO PAVING REPLACEMENT SHALL BE ALLOWED UNTIL COMPACTION TESTING HAS BEEN APPROVED BY CITY STAFF. FINAL A.C. PAVING LIMITS SHALL BE MARKED IN WHITE PAINT FOR CITY REVIEW PRIOR TO PLACING. CITY STAFF MAY REQUIRE ADDITIONAL A.C. PLACEMENT DUE TO CONSTRUCTION RELATED DAMAGE WITHIN THE PROJECT AREA AND TRAVEL WAY FROM STAGING AREAS AND/OR OFF HAUL SITES.

16. ALL AREAS DISTURBED WITHIN THE R.O.W. SHALL BE CONSTRUCTED TO CURRENT CITY STANDARDS. ALL AREAS DISTURBED BY EXCAVATION, MATERIAL, STORAGE, EQUIPMENT DAMAGE, CONSTRUCTION, ETC. SHALL BE REVEGETATED TO EXISTING CONDITIONS. CONTRACTOR SHALL GUARANTEE ALL WORK FOR TWO YEARS UPON ACCEPTANCE BY CITY INSPECTOR.

TRAFFIC NOTES

1. ANY EXISTING TRAFFIC CONTROL DEVICES AND, OR SIGNS SHALL BE MAINTAINED DURING THE PERIOD OF CONSTRUCTION, AND SHALL BE REPOSITIONED, AS REQUIRED, PER THE ENGINEER, UPON COMPLETION OF THE PROJECT. CONTRACTORS ARE RESPONSIBLE FOR SUBMITTING TRAFFIC CONTROL/BARRICADING PLANS NOT LESS THAN 3 WORKING DAYS BEFORE OBSTRUCTING A PUBLIC RIGHT OF WAY OR BICYCLE OR PEDESTRIAN ACCESS.

2. LOCATION AND DESCRIPTION OF TEMPORARY TRAFFIC CONTROL DEVICES, STREET STRIPING, STREET NAME SIGNS, AND TRAFFIC SIGNALS MUST BE SHOWN ON TRAFFIC CONTROL PLANS SUBMITTED TO THE CITY OF SOUTH LAKE TAHOE FOR APPROVAL. ALL TRAFFIC AND STREET NAME SIGNS MUST COMPLY WITH M.U.T.C.D. STANDARDS.

3. TRAFFIC OR STREET SIGNS OF ANY KIND ARE NOT TO BE MOVED FOR ANY REASON WITHOUT FIRST OBTAINING PERMISSION FROM THE CITY OF SOUTH LAKE TAHOE, EXCEPT AS SHOWN ON THESE PLANS. OR AS APPROVED BY THE ENGINEER.

4. THIS PLAN DOES NOT AUTHORIZE CLOSURE OF ANY ROAD, STREET, OR BIKE PATH.

LEGEND

- 4900 — MAJOR CONTOUR LINE (2.5' INTERVAL)
- 4900 — MINOR CONTOUR LINE (0.5' INTERVAL)
- +4500.00 — SPOT ELEVATION (FEET)
- ADJACENT PROPERTY LINE
- STREET CENTERLINE
- W — WATER LINE
- EX SS — SANITARY SEWER
- EX GAS — GAS
- OHE — OVERHEAD ELECTRIC
- UGE — UNDERGROUND ELECTRIC
- UGT — UNDERGROUND TELE/COMM LINE
- RIGHT OF WAY
- PROPERTY LINE
- SAWCUT
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- (P) EASEMENT
- CHAIN LINK FENCE
- PROJECT LIMITS
- GRADE BREAK
- AGGREGATE BASE
- (P) PAVEMENT SECTION
- (P) SLURRY SEAL
- PERMANENT AC PATCH
- PROPOSED PAVEMENT ONLY
- REMOVE & REPLACE PCC VALLEY GUTTER & SPANDREL
- (E) SIDEWALK
- (P) PEDESTRIAN RAMP
- (P) CURB & GUTTER
- (P) VALLEY GUTTER
- (P) SIDEWALK
- (P) REVEGETATION
- (E) LANDSCAPING
- BACK FLOW PREVENTER
- GAS VALVE
- GM — GAS METER
- WATER METER
- WATER VALVE
- WATER VAULT
- (E) FIRE HYDRANT
- ADJUST FIRE HYDRANT
- S — SS MANHOLE
- D — SD MANHOLE
- SD INLET
- TEL/COMM MANHOLE
- POWER POLE
- CONTROL POINT
- SURVEY MONUMENT
- IB — IRRIGATION BOX
- IRRIGATION VALVE
- EM — ELECTRIC METER
- E — ELECTRIC BOX
- EV — ELECTRIC VAULT
- ET — ELECTRIC TRANSFORMER/ SWITCH GEAR
- TV — TELE/COMM VAULT
- TL — TELEVISION BOX
- TSB — TRAFFIC SIGNAL BOX/CABINET
- TS — TRAFFIC SIGNAL PULL BOX
- UB — UNIDENTIFIED BOX
- 46"P — TREE
- TRAFFIC SIGNAL
- SIGN
- FG (EG) — GRADE ELEVATIONS
- TP-10 — TEST PIT WITH #

SURVEY NOTES

1. FIELD SURVEY OF EXISTING CONDITIONS CONDUCTED IN DECEMBER OF 2021 AND AUGUST OF 2024

   TURNER AND ASSOCIATES LAND SURVEYING
   308 DORLA COURT, SUITE 203
   ZEPHYR COVE, NEVADA 89448
   (775)-588-9296

2. THE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON ARE FROM SURFACE APPARENT MARKINGS AND FEATURES. UTILITY LOCATIONS ARE SHOWN ONLY FOR CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR THE PROTECTION OF THE UTILITIES AND US GEOMATICS BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN HEREON OR NOT IN THE LOCATION SHOWN HEREON. THIS INCLUDES ALL SERVICE LATERALS OF ANY KIND.

3. HORIZONTAL DATUM:
   NAVD88

STRIPING NOTES:

1. DIMENSIONS FOR STRIPING ARE MEASURED FROM THE LIP OF GUTTER TO THE CENTER OF STRIPE, OR FROM THE CENTER OF STRIPE TO THE CENTER OF STRIPE, UNLESS NOTED OTHERWISE. LABELED LENGTHS REPRESENT THE FULL LENGTH OF THE STRIPE, UNLESS NOTED OTHERWISE.

2. STRIPING LAYOUT TO BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT OF ANY STRIPES OR SYMBOLS.

ABBREVIATIONS

A	AREA
AC	ASPHALTIC CONCRETE
ACP	ASBESTOS CONCRETE PIPE/TRANSITE PIPE
ADA	AMERICANS WITH DISABILITES ACT
BC	BEGINNING OF CURB OR BACK OF CURB
BDRY	BOUNDARY
BEG	BEGIN
BM	BENCHMARK
BVC	BEGINNING OF VERTICAL CURVE
BW	BACK OF SIDEWALK
(C)	COMMERCIAL
C&G	CURB AND GUTTER
CATV	CABLE TV / FIBER LINE
CB	CATCH BASIN
CIP	CAST IRON PIPE
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
COMM	COMMUNICATION
CONC	CONCRETE
CONST	CONSTRUCT, CONSTRUCTION
DI	DROP INLET
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DMH	DROP MANHOLE
DWY	DRIVEWAY
E	EAST
(E), EXIST	EXISTING
EC	END OF CURVE
EB	ELECTRIC BOX
EG	EXISTING GROUND
EL, ELEV	ELEVATION
EP, EOP	EDGE OF PAVING
EVC	END OF VERTICAL CURVE
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOWLINE
F-O	FIBER OPTIC
FT	FOOT
G	GAS
GB	GRADE BREAK
GV	GAS VALVE
HGT	HEIGHT
HORIZ.	HORIZONTAL
HP	HIGH POINT
IE	INVERT ELEVATION
IN	INCH
L	LENGTH, LEFT
LF	LINEAL FEET
LP	LOW POINT
LVC	LENGTH OF VERTICAL CURVE
MAX	MAXIMUM
MB	MAIL BOX
MH	MANHOLE
MIN	MINIMUM
N	NORTH
NDP	NO DIRECT PAYMENT
NO	NUMBER
OHE	OVERHEAD POWER LINE
(P)	PROPOSED
PC	POINT OF CURVATURE
PCC	PORTLAND CEMENT CONCRETE
PE	POLYETHYLENE PIPE
PED	PEDESTRIAN
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PP	POWER POLE
POC	POINT OF CONNECTION
PRC	POINT OF REVERSE CURVE
PT	POINT OF TANGENT
PTC	PERMISSION TO CONSTRUCT
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
(R) DWY	RESIDENTIAL DRIVEWAY
RAD	RADIUS
RCP	REINFORCED CONCRETE PIPE
R, RT	RIGHT
R/W, ROW	RIGHT OF WAY
S	SOUTH, SLOPE
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SF	SQUARE FOOT
SHT	SHEET
SM	SURVEY MONUMENT
STA	STATION
STD	STANDARD
SW	SIDEWALK
T	TANGENT DISTANCE
T, TEL	TELEPHONE
TBC	TOP BACK OF CURB
TR	TRANSITE PIPE/ASBESTOS CONCRETE PIPE
TYP	TYPICAL
UB	UTILITY BOX
UGE	UNDERGROUND ELECTRIC LINE
UGT	UNDERGROUND TELEPHONE LINE
VC	VERTICAL CURVE
VERT	VERTICAL
VG	VALLEY GUTTER
W	WEST, WATER
WM	WATER METER
WV	WATER VALVE

EARTHWORK*	
CUT (CY)	770
FILL (CY)	400
NET CUT (CY)	370

* EXISTING GRADE TO PROPOSED SUBGRADE

811 Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: NOTES LEGEND AND ABBREVIATIONS

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

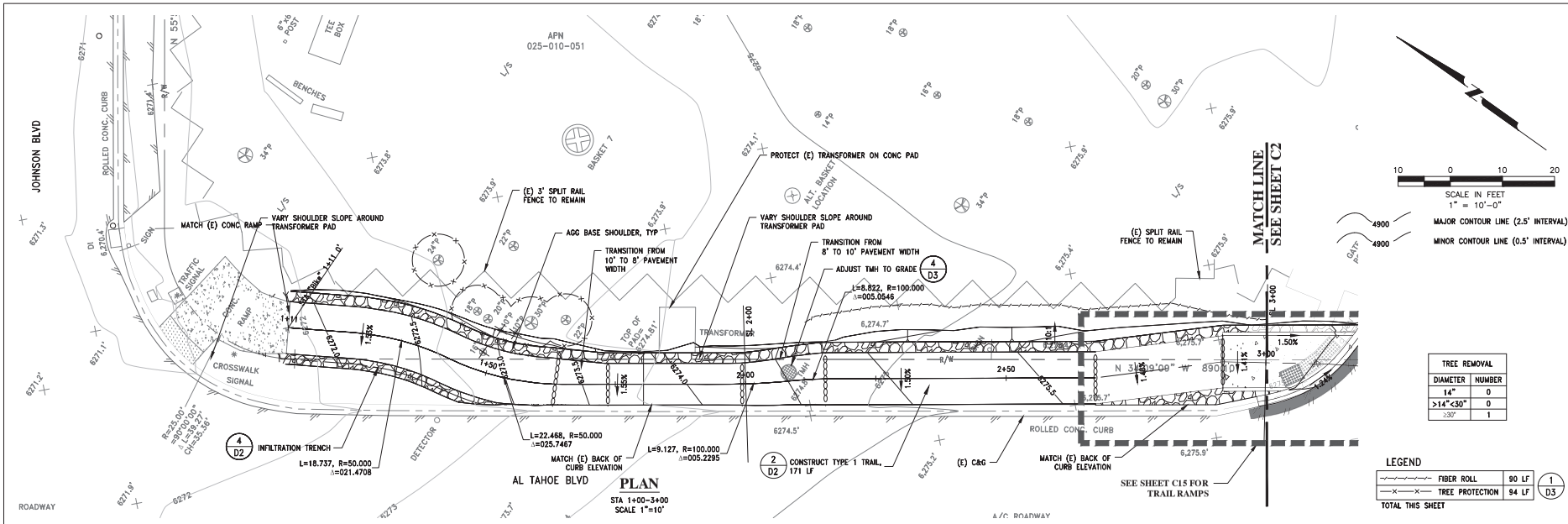
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
MAIL: 1221 SUSAN ST. SOUTH LAKE TAHOE, CA 96150
ZEPHYR COVE, NV 89448 FAX: (775) 588-1728

REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROSEN No. 54137 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No. G2 OF 29

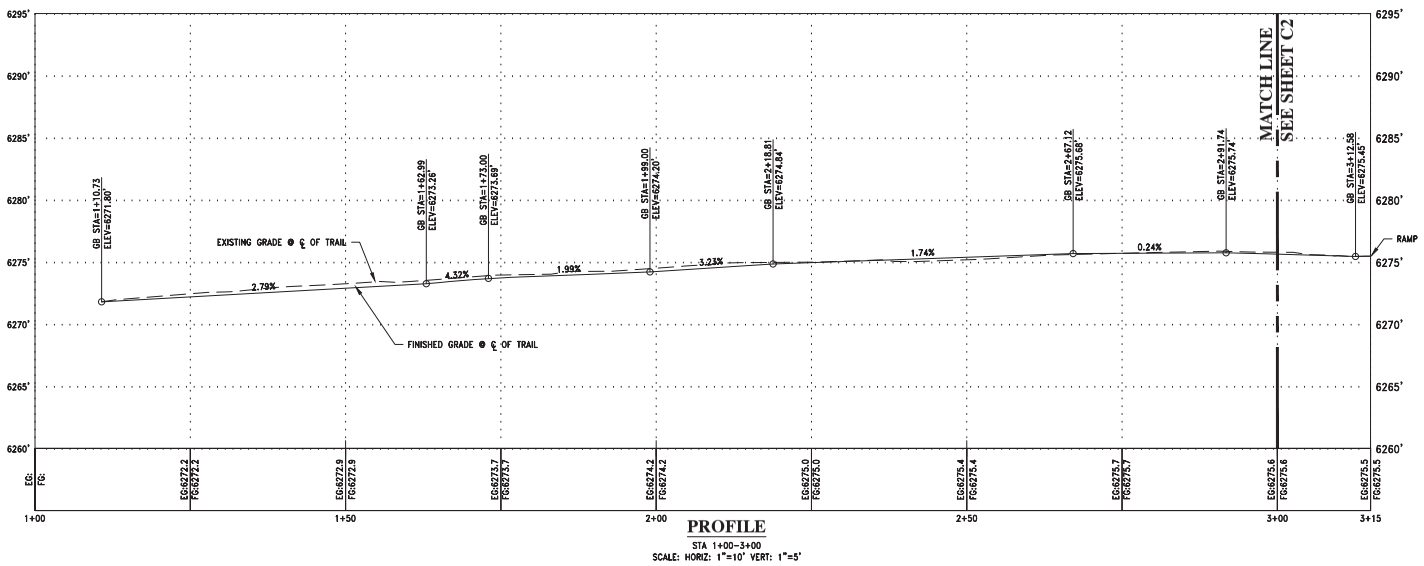


TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	0
≥30"	1

LEGEND

FIBER ROLL	90 LF	1 D3
TREE PROTECTION	94 LF	

TOTAL THIS SHEET



811 Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE STA 1+00-3+00

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

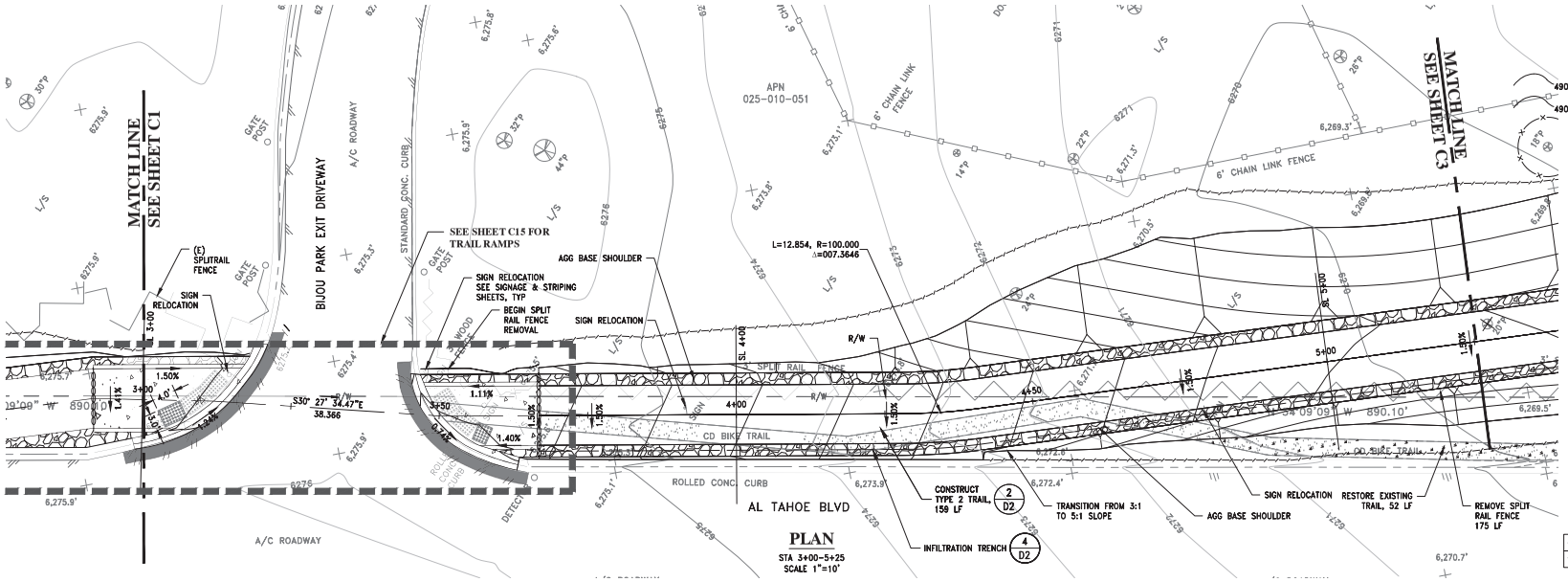
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
2281 TOPAZ, SUITE 101 PH: (775) 588-1728
ZEPHYR COVE, NV 89448 FAX: (775) 588-1729

REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROSS No. 54137 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No. C1 OF 29



PLAN

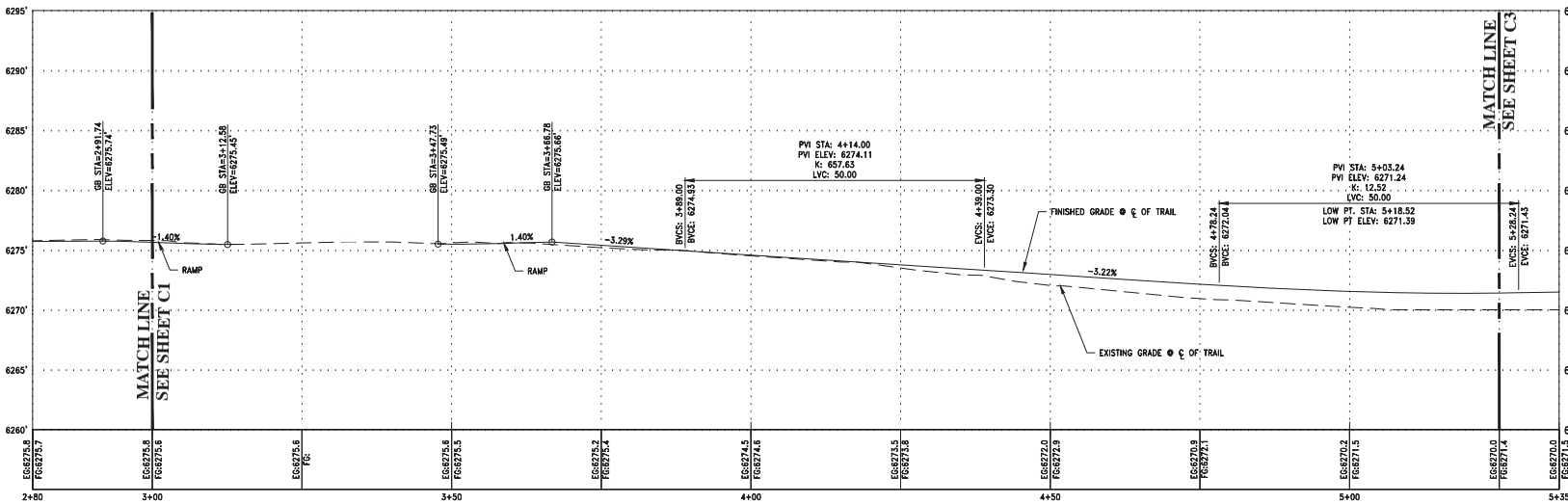
STA 3+00-5+25
SCALE 1"=10'

TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	0
≥30"	0

LEGEND

FIBER ROLL	252 LF	1 D3
TREE PROTECTION	0 LF	

TOTAL THIS SHEET



PROFILE

STA 3+00-5+25
SCALE HORIZ: 1"=10' VERT: 1"=5'

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE STA 3+00-5+25

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
2281 FOREST AVENUE, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-1728
FAX: (775) 588-1729

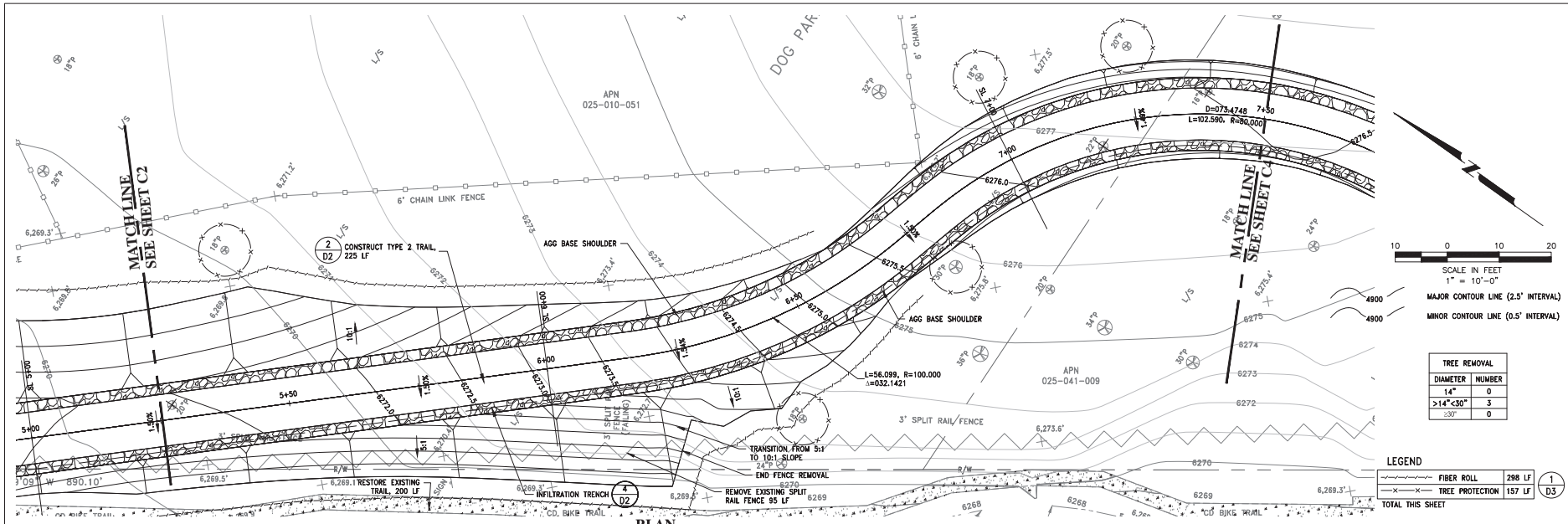
REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROSS
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C2 OF 29

500



TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	3
≥30"	0

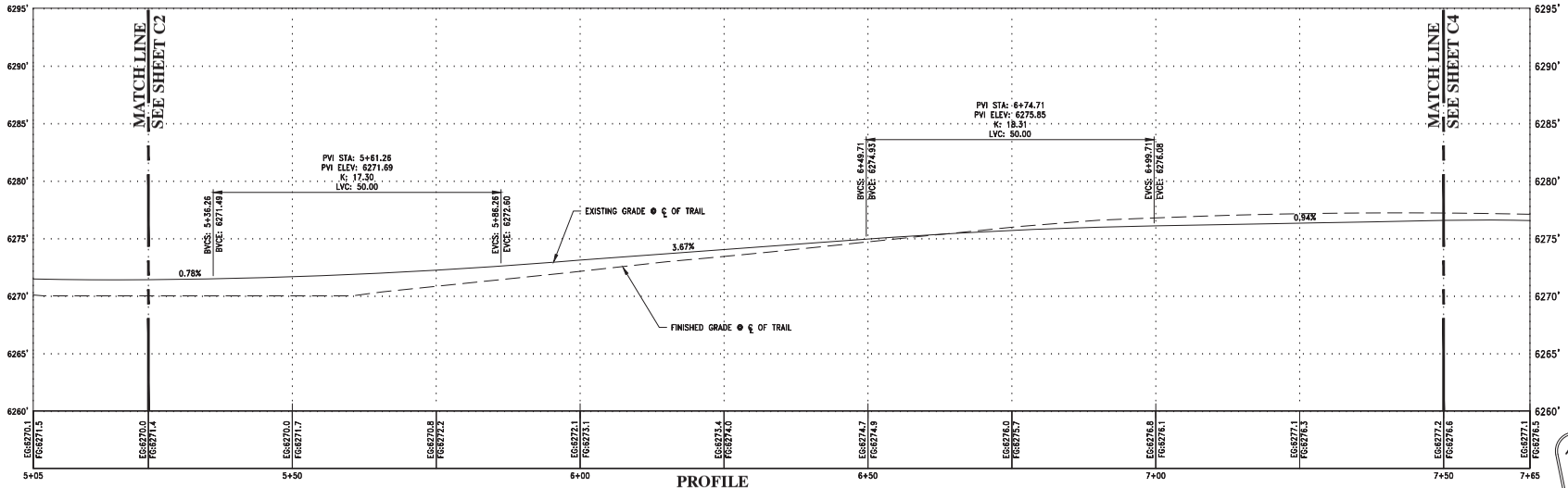
LEGEND

FIBER ROLL	298 LF	1 D3
TREE PROTECTION	157 LF	

TOTAL THIS SHEET

PLAN

STA 5+25-7+50
SCALE 1"=10'



PROFILE

STA 5+25-7+50
SCALE HORIZ: 1"=10' VERT: 1"=5'

811 Know what's **below.** **Call** before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE
STA 5+25-7+50

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

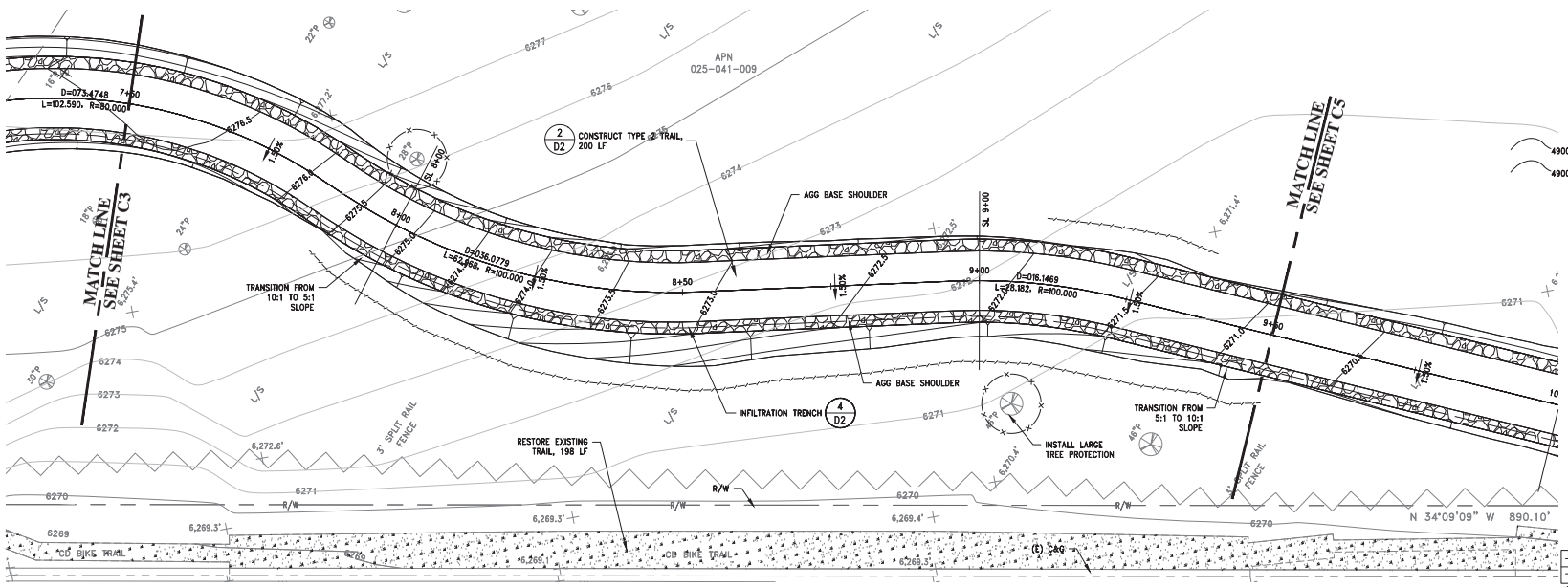
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
MAIN: (775) 588-1178
FAX: (775) 588-1728
2281 FOREST AVE, SUITE 401
ZEPHYR COVE, NV 89448

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROSS
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C3 OF 29



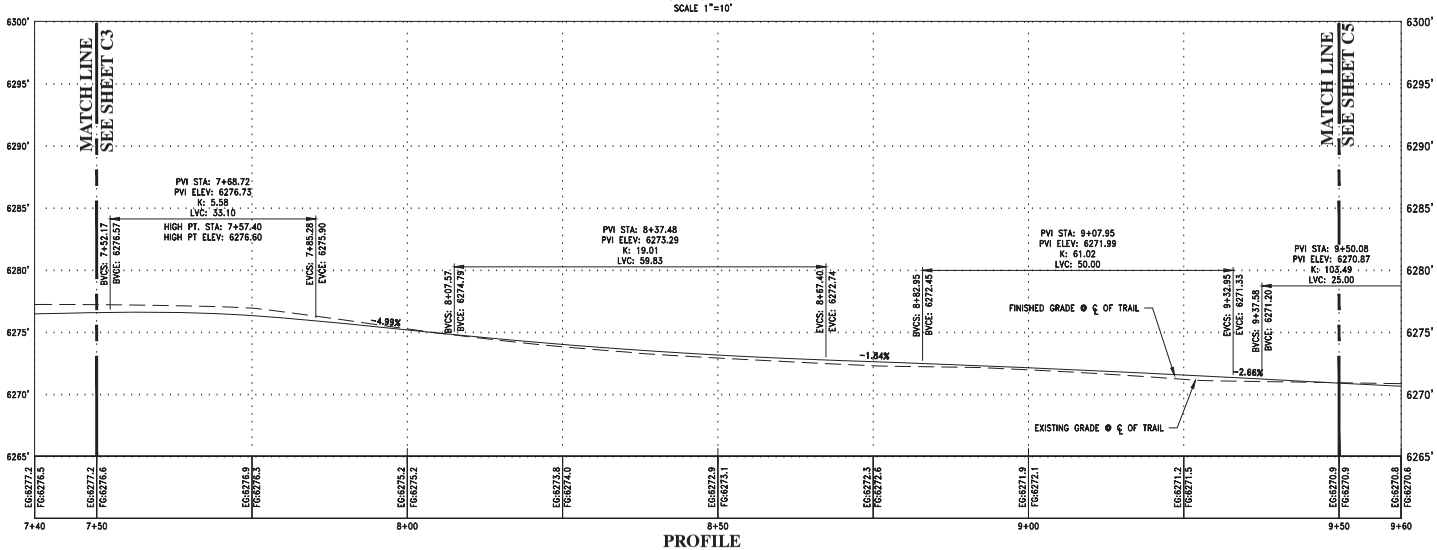
TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	0
≥30"	0

LEGEND

FIBER ROLL	196 LF	1 D3
TREE PROTECTION	63 LF	
TOTAL THIS SHEET		

PLAN

STA 7+50–9+50
SCALE 1"=10'



PROFILE

STA 7+50–9+50
SCALE HORIZ: 1"=10' VERT: 1"=5'

Know what's **below.** **Call** before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE STA 7+50-9+50

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

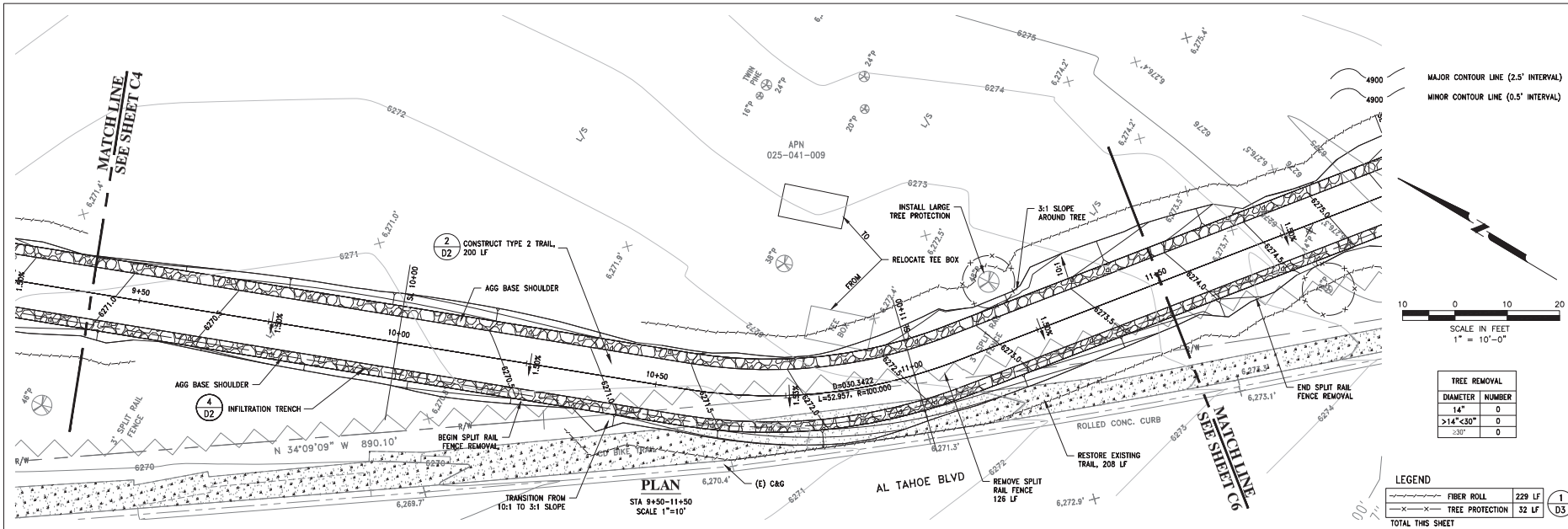
SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
MAIL: (775) 588-1728
FAX: (775) 588-1728
2EP PORCUPINE, SUITE 401
ZEPHYR COVE, NV 89448

REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROSS No. 54137 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA
4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No. C4 OF 29



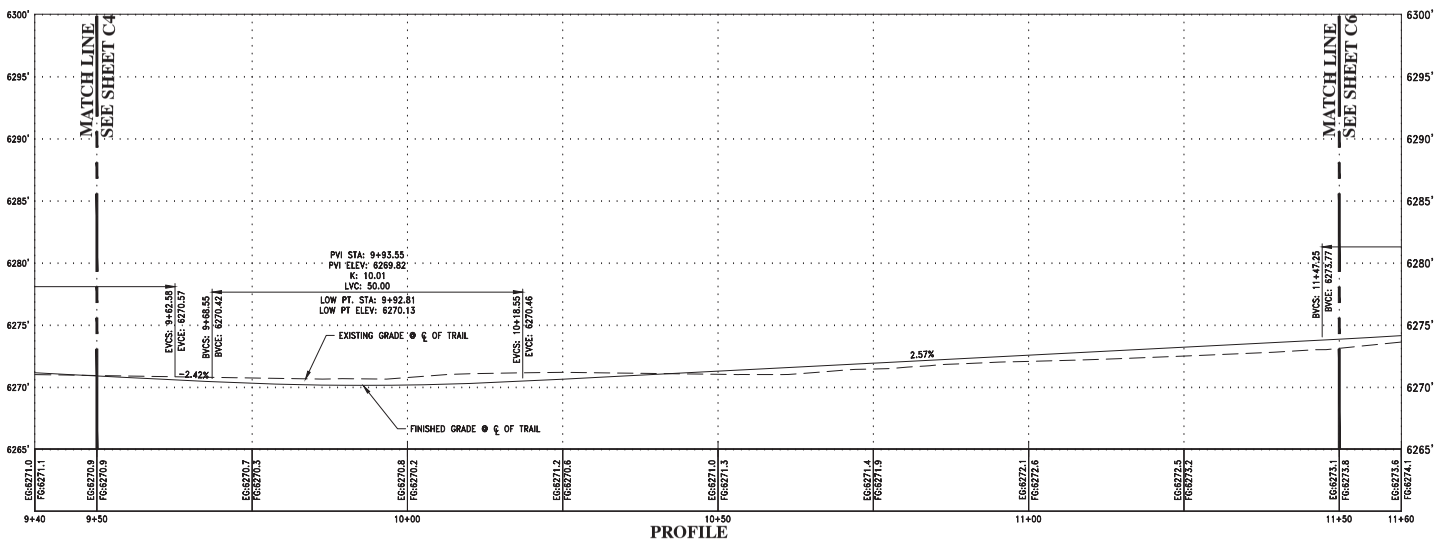
PLAN
STA 9+50-11+50
SCALE 1"=10'

TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	0
≥30"	0

LEGEND

FIBER ROLL	229 LF	1 D3
TREE PROTECTION	32 LF	

TOTAL THIS SHEET



PROFILE
STA 9+50-11+50
SCALE HORIZ: 1"=10' VERT: 1"=5'

811 Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE STA 9+50-11+50

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

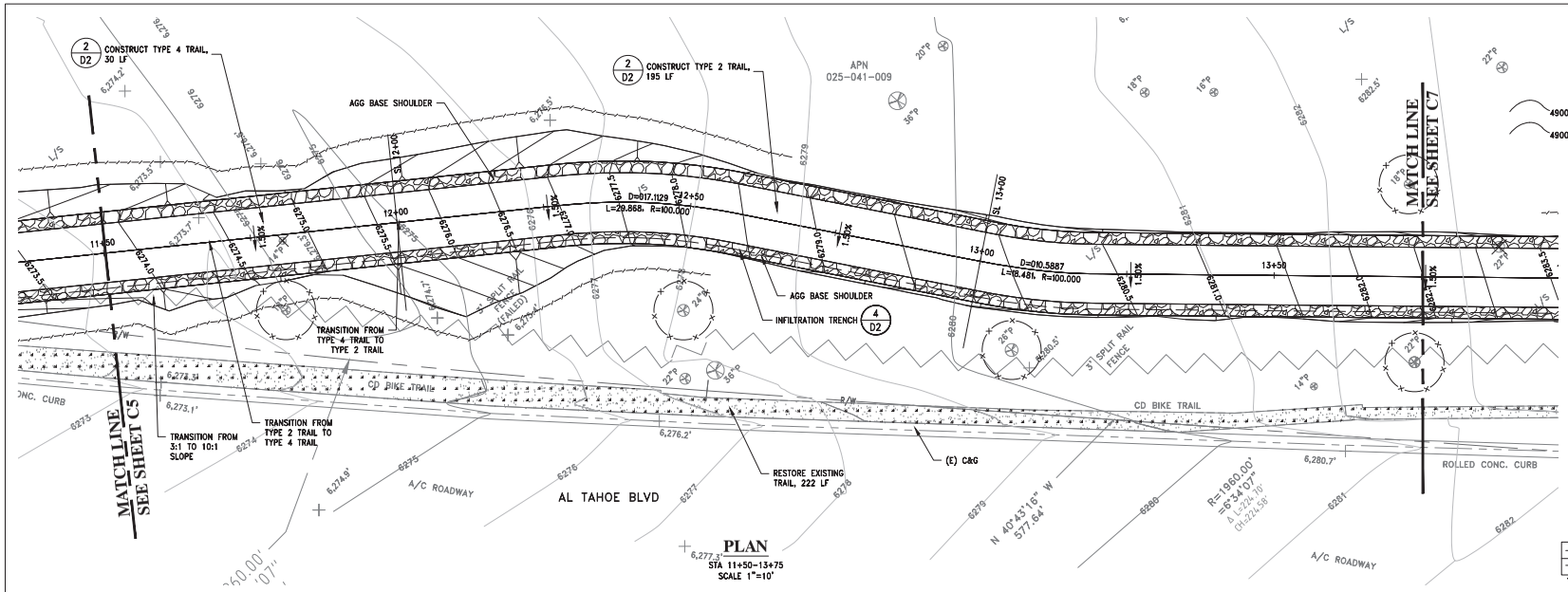
SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
MAIN/(775) 588-5725
FAX/(775) 588-7325
2588 SOUTH AVENUE
CERRO COVE, NV 89448

REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROWE No. 54137 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA
2-28-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No. C5 OF 29



PLAN

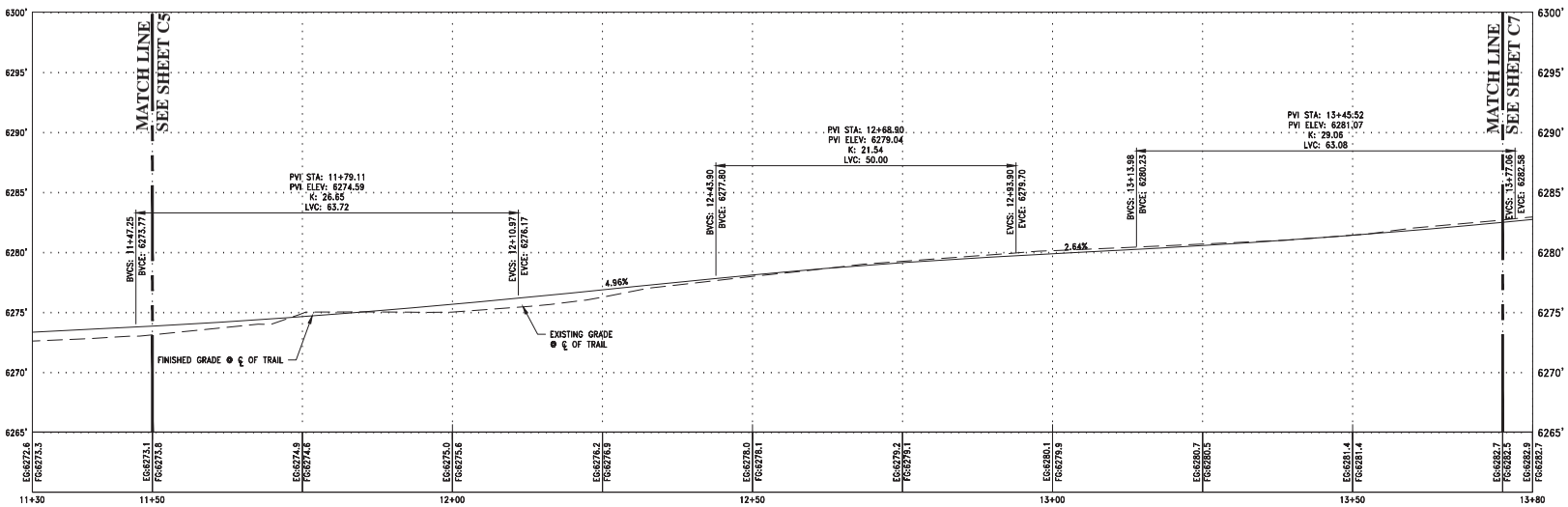
STA 11+50–13+75
SCALE 1"=10'

TREE REMOVAL	
DIAMETER	NUMBER
14"	1
>14"<30"	0
≥30"	0

LEGEND

FIBER ROLL	228 LF	1 D3
TREE PROTECTION	158 LF	

TOTAL THIS SHEET



PROFILE

STA 11+50–13+75
SCALE HORIZ: 1"=10' VERT: 1"=5'

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE STA 11+50-13+75

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

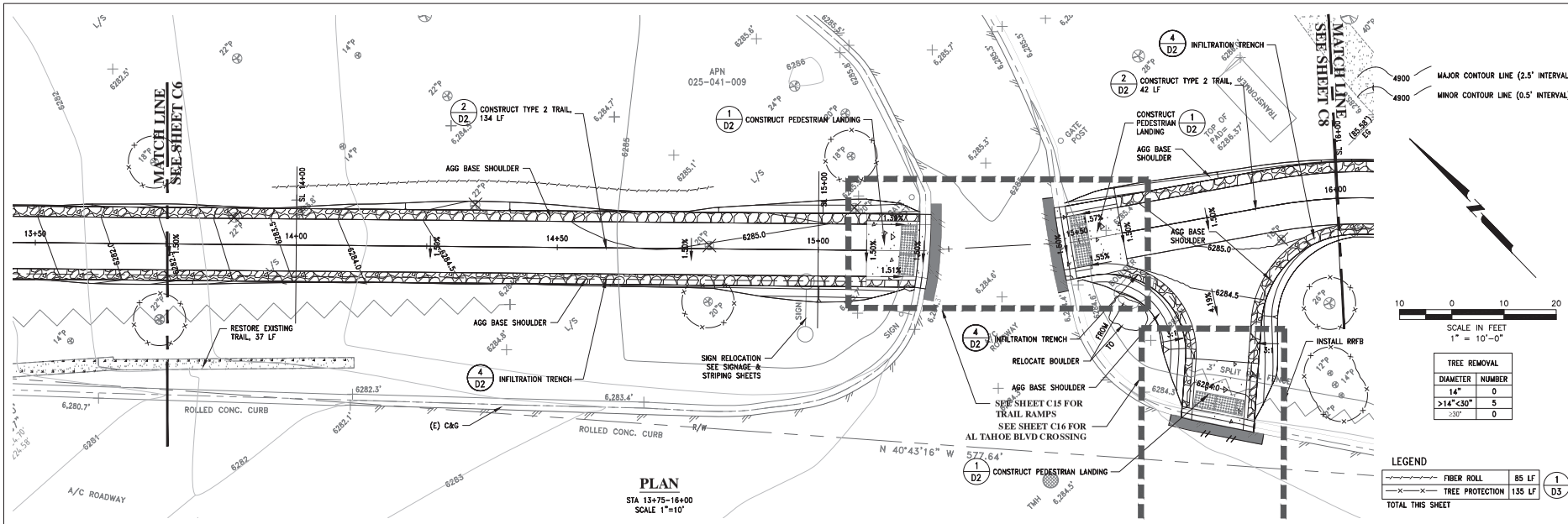
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
2001 TYLER AVE, SUITE 21 MAIL: (775) 588-1728
ZEPHYR COVE, NV 89448 FAX: (775) 588-1729

REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROSS No. 54137 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA

4-18-2025

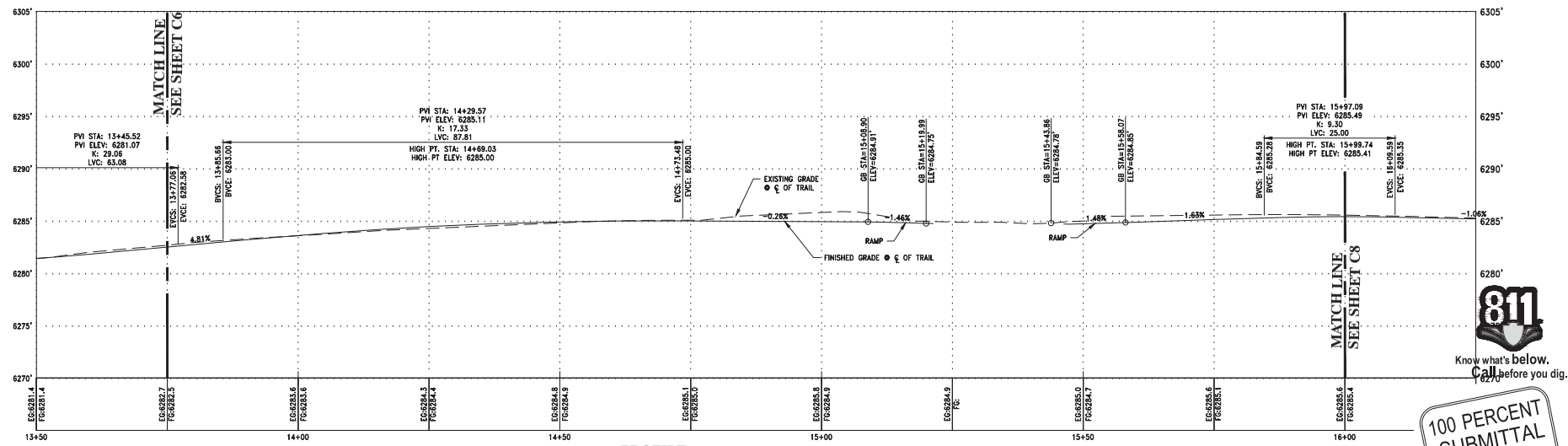
Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No. C6 OF 29



TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	5
≥30"	0

PLAN
STA 13+75-16+00
SCALE 1"=10'



PROFILE
STA 13+75-16+00
SCALE HORIZ: 1"=10' VERT: 1"=5'

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE
STA 13+75-16+00

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
1603 CORPORATE CIRCLE
PAH: (775) 588-1728
ZEPHYR COVE, NV 89448
FAX: (775) 588-1729

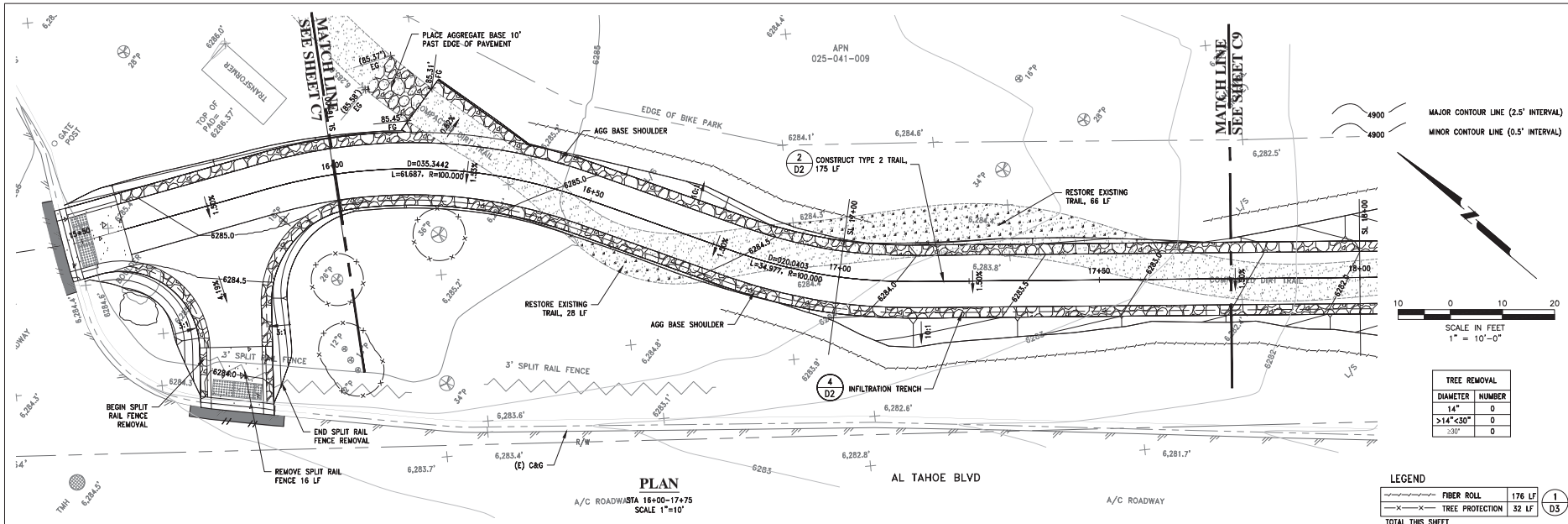
REGISTERED PROFESSIONAL ENGINEER
JENNIFER C. ROSS
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C7 OF 29

505



TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	0
≥30"	0

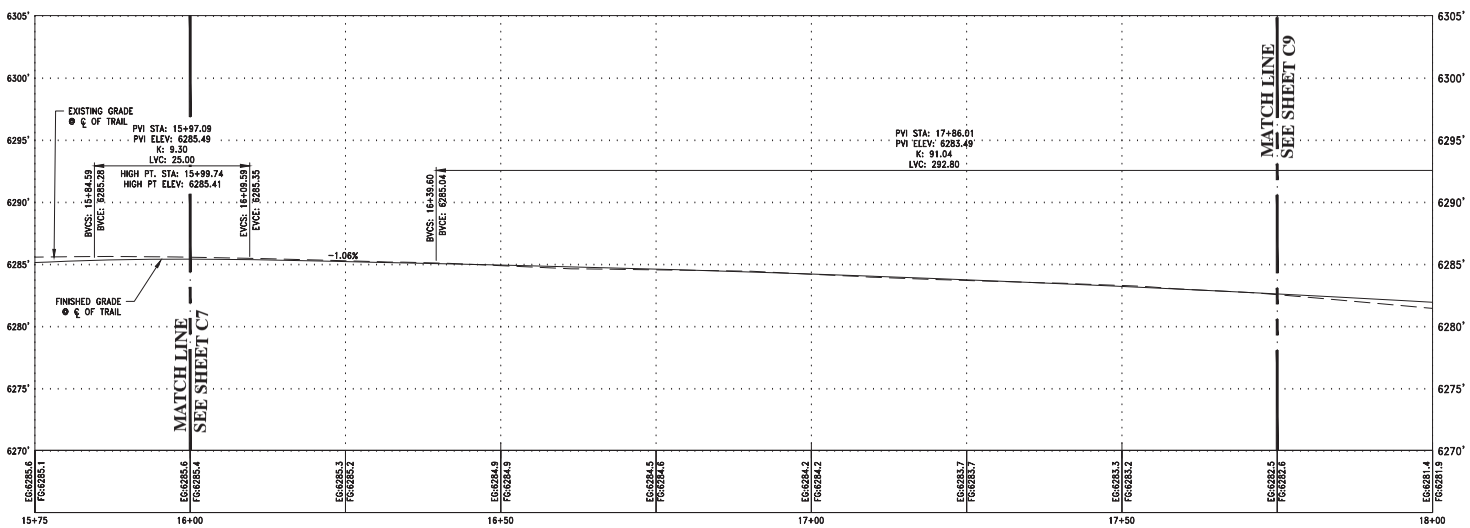
LEGEND

FIBER ROLL	176 LF	1 / D3
TREE PROTECTION	32 LF	

TOTAL THIS SHEET

PLAN

STA 16+00-17+75
SCALE 1"=10'



PROFILE

STA 16+00-17+75
SCALE HORIZ: 1"=10' VERT: 1"=5'

811 Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE
STA 16+00-17+75

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
CALIFORNIA

SOUTH LAKE TAHOE

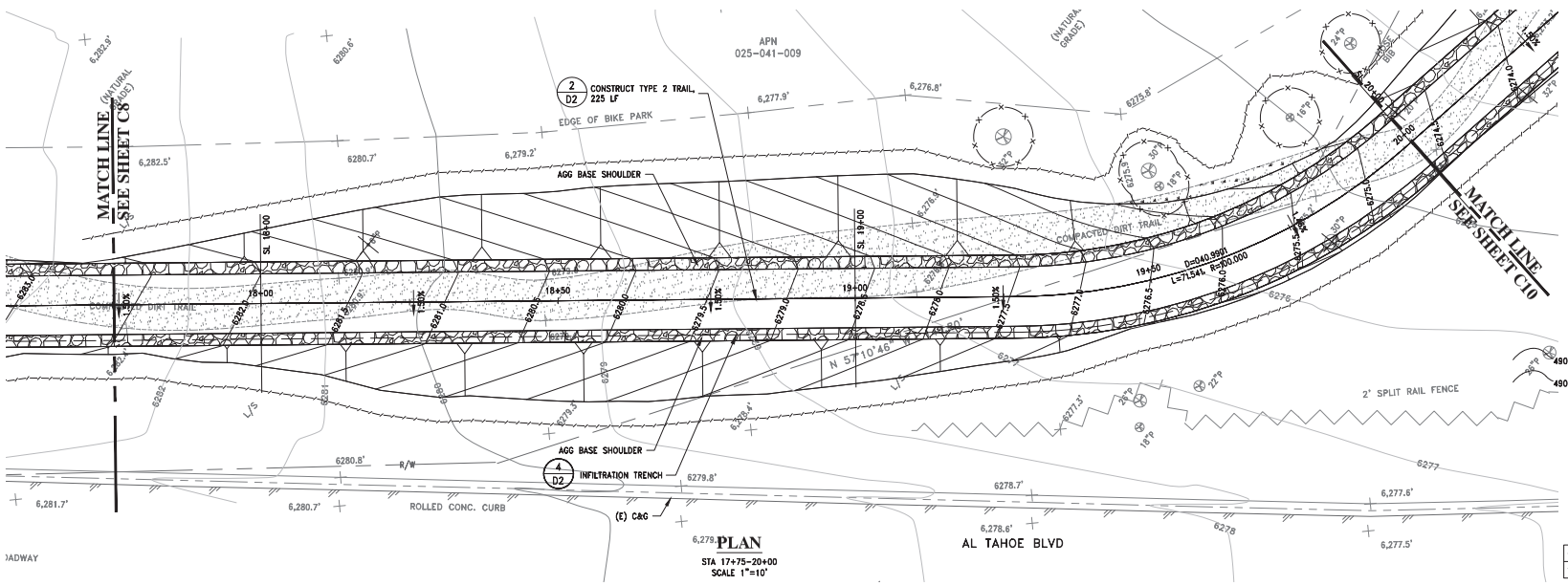
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
MAIL: 1775 SBB-1728
FAX: (775) 588-1728
2EP-PROJECT, SUITE 3
ZEPHYR COVE, NV 89448

REGISTERED PROFESSIONAL ENGINEER
JAMES H. GRAY
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C8 OF 29



PLAN

STA 17+75-20+00
SCALE 1"=10'

SCALE IN FEET
1" = 10'-0"

MAJOR CONTOUR LINE (2.5' INTERVAL)

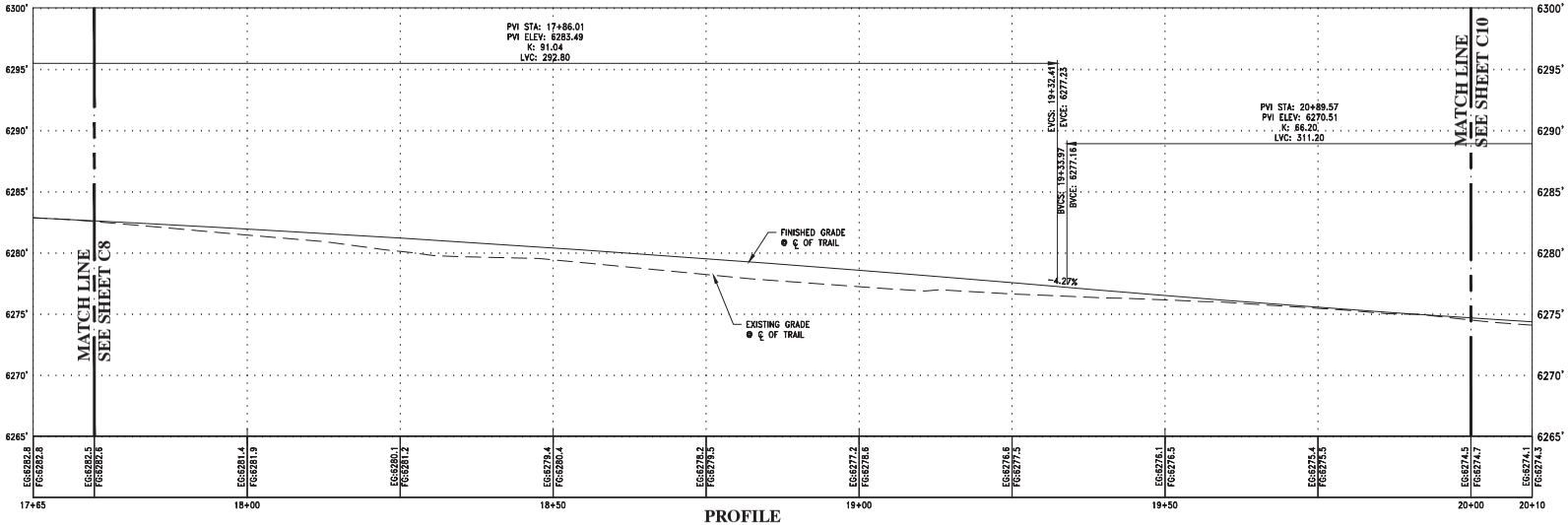
MINOR CONTOUR LINE (0.5' INTERVAL)

TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"	0
≥30"	1

LEGEND

FIBER ROLL	463 LF	1 D3
TREE PROTECTION	101 LF	

TOTAL THIS SHEET



PROFILE

STA 17+75-20+00
SCALE HORIZ: 1"=10' VERT: 1"=5'

811
Know what's below.
Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE
STA 17+75-20+00

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

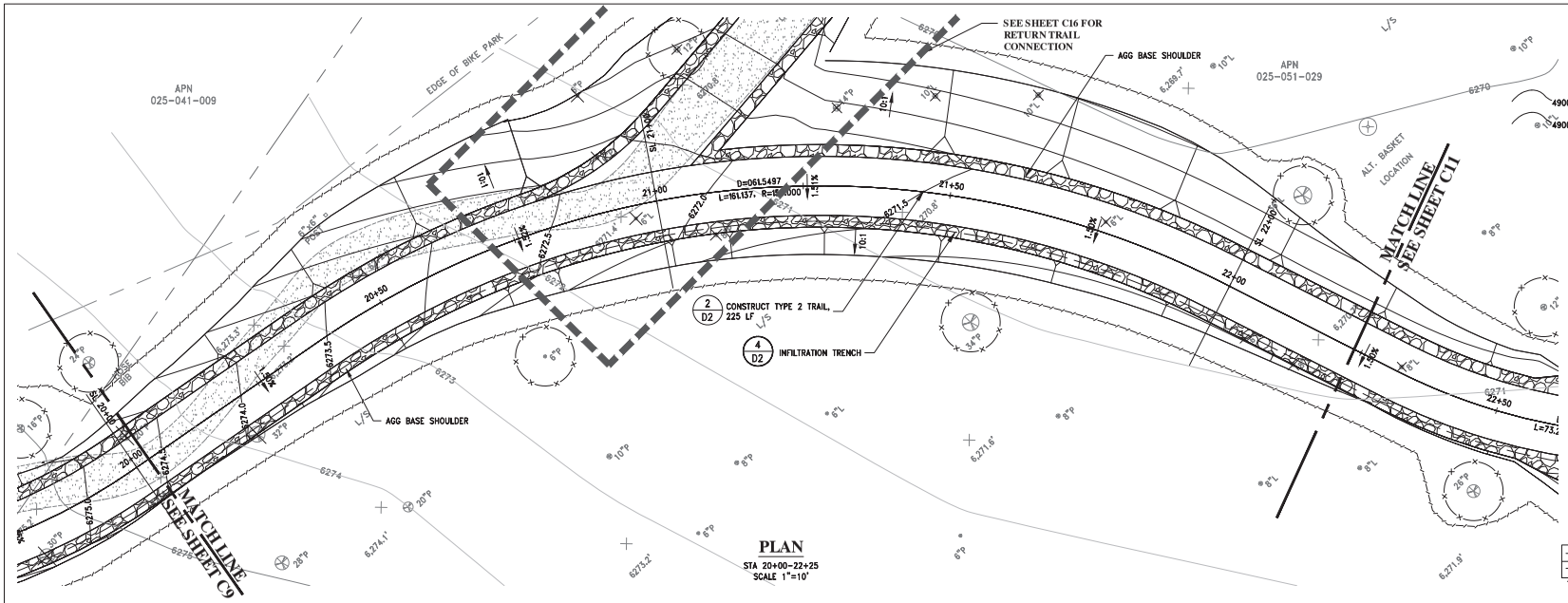
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
MAIL: (775) 588-1728
FAX: (775) 588-1729
2281 FOREST AVE, SUITE 401
ZEPHYR COVE, NV 89448

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROSS
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C9 OF 29



TREE REMOVAL	
DIAMETER	NUMBER
14"	1
>14"<30"	0
≥30"	1

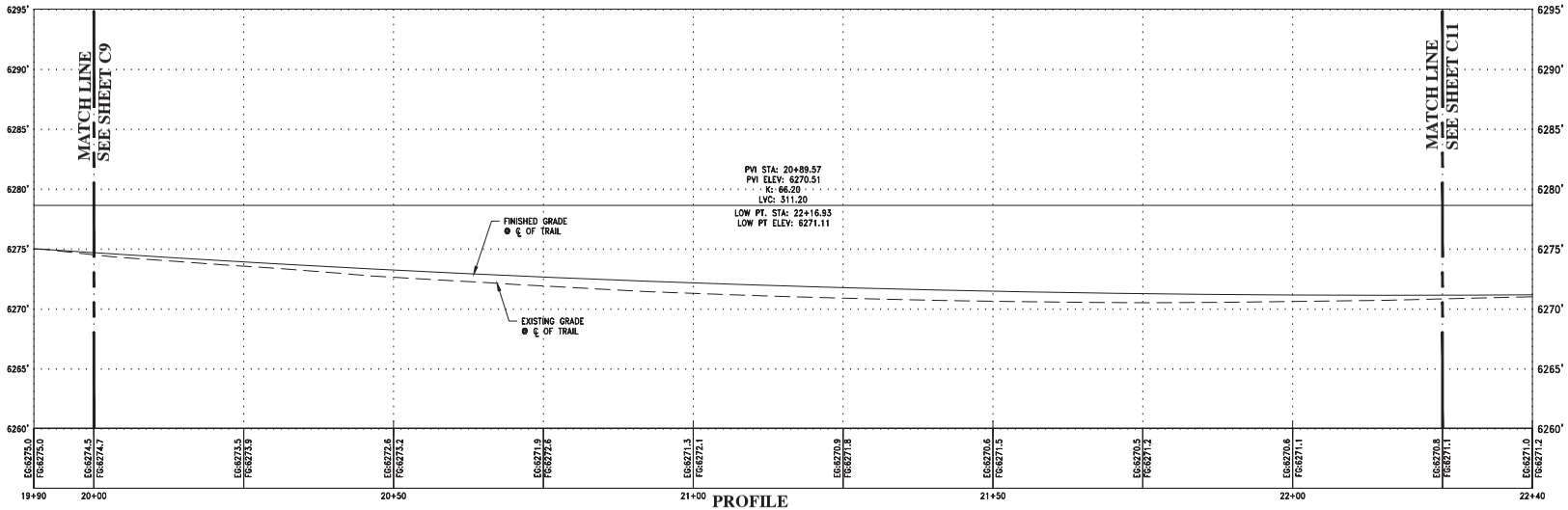
LEGEND

FIBER ROLL	436 LF	1 D3
TREE PROTECTION	158 LF	

TOTAL THIS SHEET

PLAN

STA 20+00-22+25
SCALE 1"=10'



PROFILE

STA 20+00-22+25
SCALE HORIZ: 1"=10' VERT: 1"=5'

811 Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE
STA 20+00-22+25

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
CALIFORNIA
SOUTH LAKE TAHOE

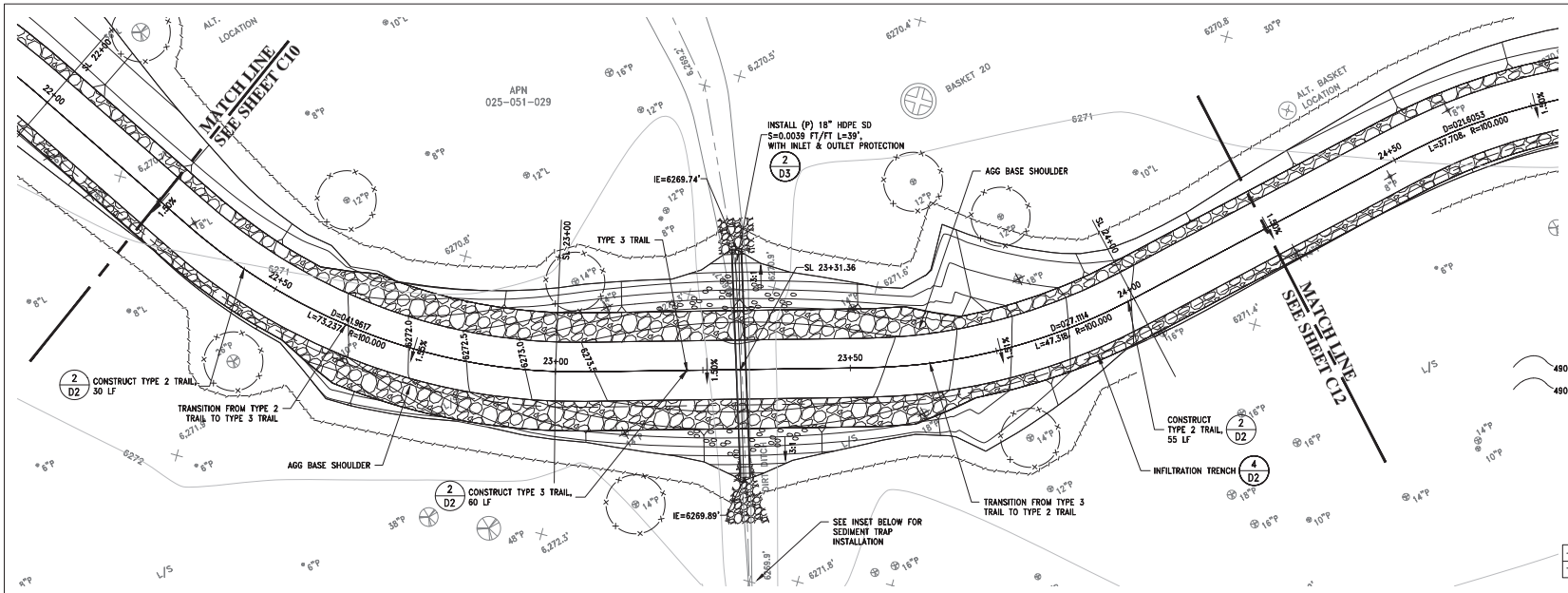
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
MAIL: (775) 588-7128
FAX: (775) 588-7128
2281 FOREST, SUITE 401
ZEPHYR COVE, NV 89448

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROSS
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

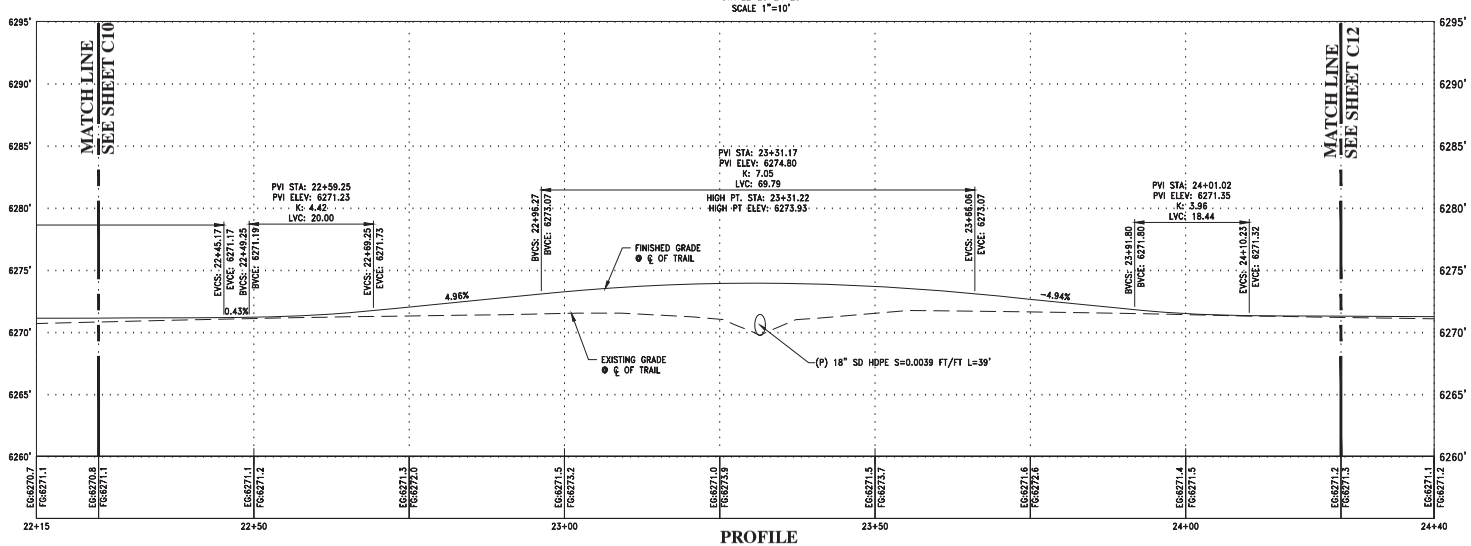
Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C10 OF 29



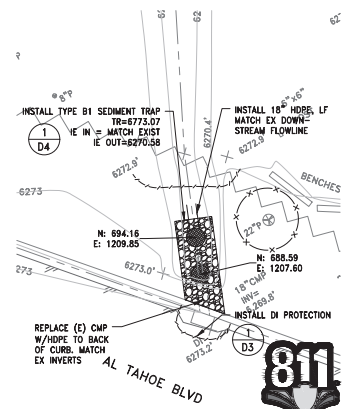
PLAN

STA 22+25–24+25
SCALE 1"=10'



PROFILE

STA 22+25–24+25
SCALE HORIZ: 1"=10' VERT: 1"=5'



INSET

SEDIMENT TRAP LOCATION
SCALE 1"=10'

Know what's **below.** **Call** before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

SCALE IN FEET
1" = 10'–0"

4900 MAJOR CONTOUR LINE (2.5' INTERVAL)
4900 MINOR CONTOUR LINE (0.5' INTERVAL)

TREE REMOVAL	
DIAMETER	NUMBER
14"	3
>14"<30"	3
≥30"	0

LEGEND

FIBER ROLL	429 LF	1 D3
TREE PROTECTION	251 LF	
TOTAL THIS SHEET		

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE STA 22+25-24+25

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

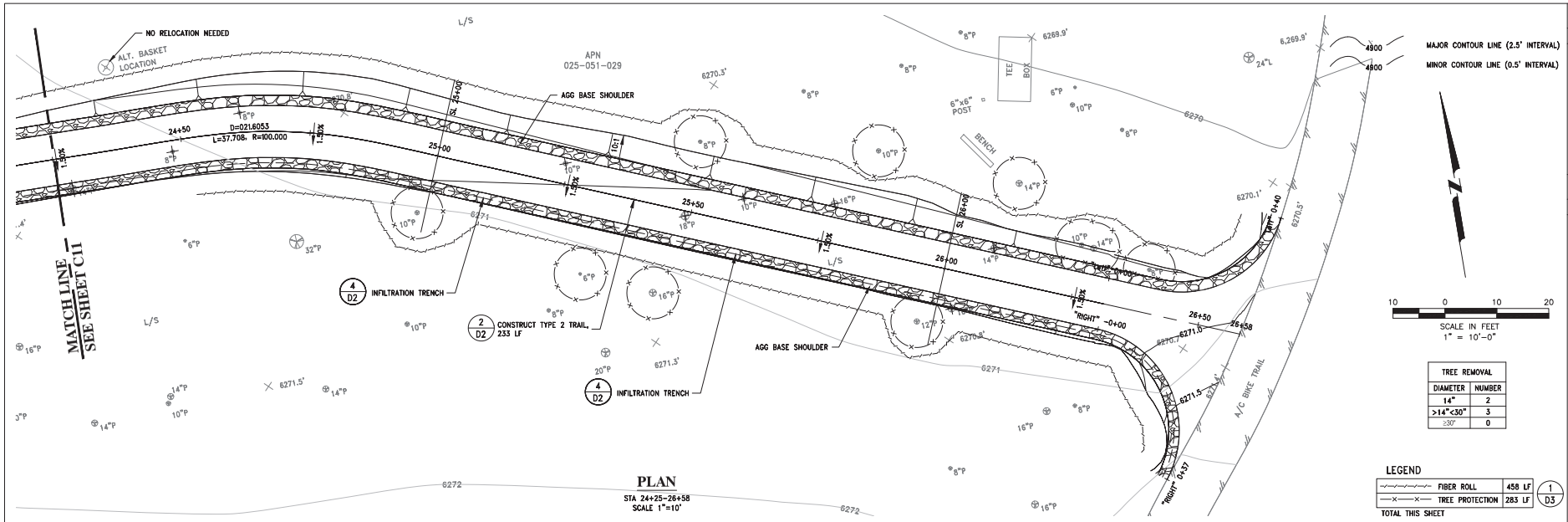
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
MAIL: 1221 SOUTH MILL STREET
PH: (775) 588-7728
ZEPHYR COVE, NV 89448
FAX: (775) 588-7729

REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROSE No. 54137 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C11 OF 29



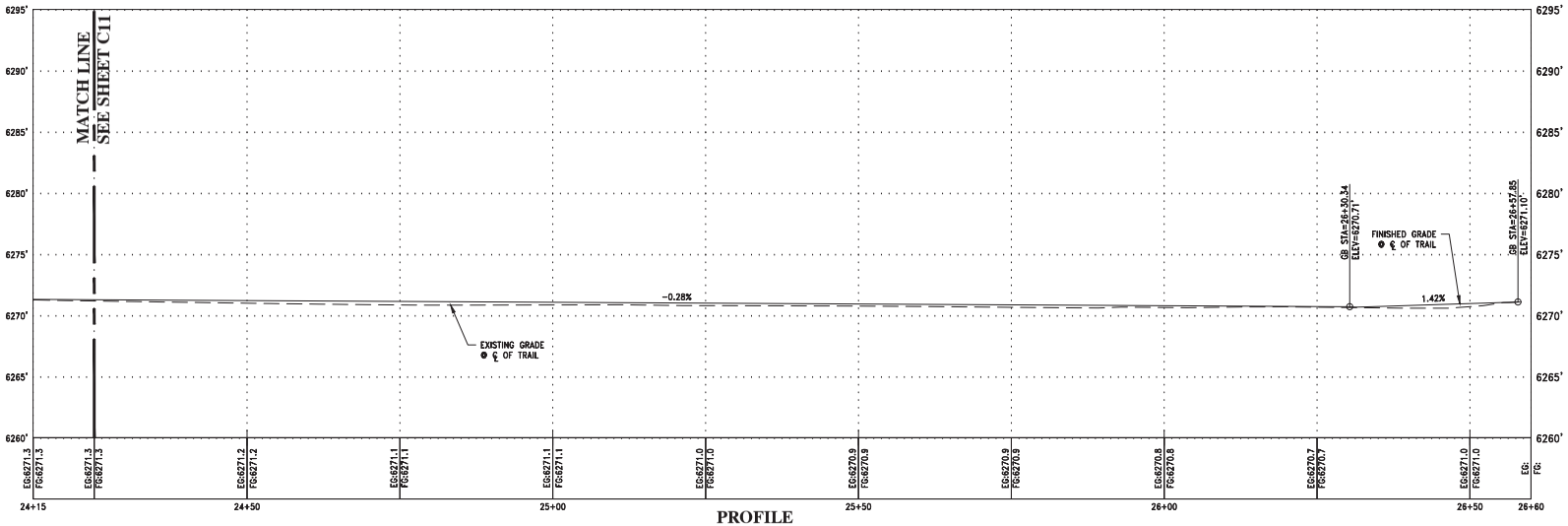
PLAN
STA 24+25-26+58
SCALE 1"=10'

TREE REMOVAL	
DIAMETER	NUMBER
14"	2
>14"<30"	3
≥30"	0

LEGEND

FIBER ROLL	458 LF	1 D3
TREE PROTECTION	283 LF	

TOTAL THIS SHEET



PROFILE
STA 24+25-26+58
SCALE HORIZ: 1"=10' VERT: 1"=5'

811 Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE STA 24+25-26+58

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

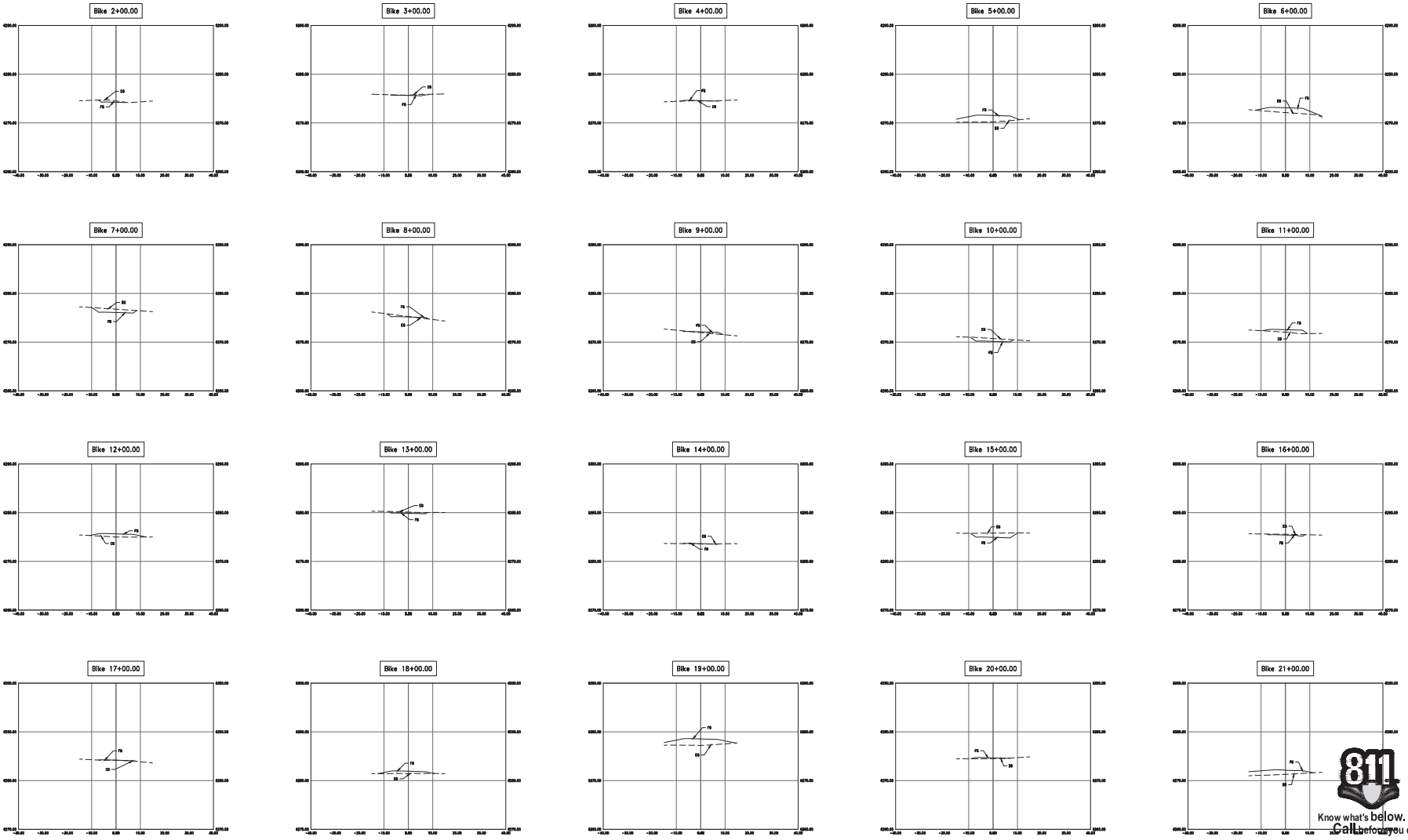
SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
2011 FOREST AVE, SUITE 21 MAIN: (775) 588-1728
ZEPHYR COVE, NV 89448 FAX: (775) 588-1729

REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROSS No. 54137 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA
4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C12 OF 29



TRAIL SECTIONS

STA 2+00-21+00
SCALE HORIZ: 1"=20' VERT: 1"=2'

20 0 20 40
SCALE IN FEET
1" = 20'-0"

100 PERCENT SUBMITTAL
DATE: 4/18/25

811 Know what's below. Call before you dig.

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL SECTIONS STA 2+00-21+00

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

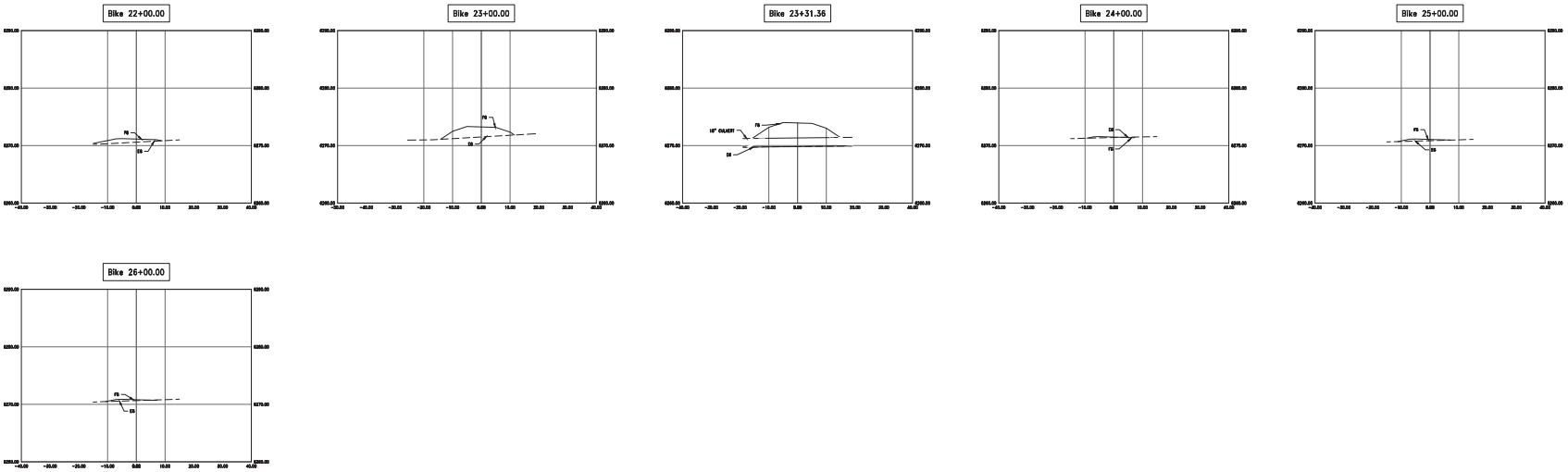
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
2281 FOREST AVE, SUITE 21
ZEPHYR COVE, NV 89448
MAN: (775) 588-7725
FAX: (775) 588-7726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROMAN
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C13 OF 29



TRAIL SECTIONS

STA 22+00-26+58
SCALE HORIZ: 1"=20' VERT: 1"=2'

20 0 20 40
SCALE IN FEET
1" = 20'-0"

Know what's below.
Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE
TRAIL SECTIONS
STA 22+00-26+58

PROJECT
BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

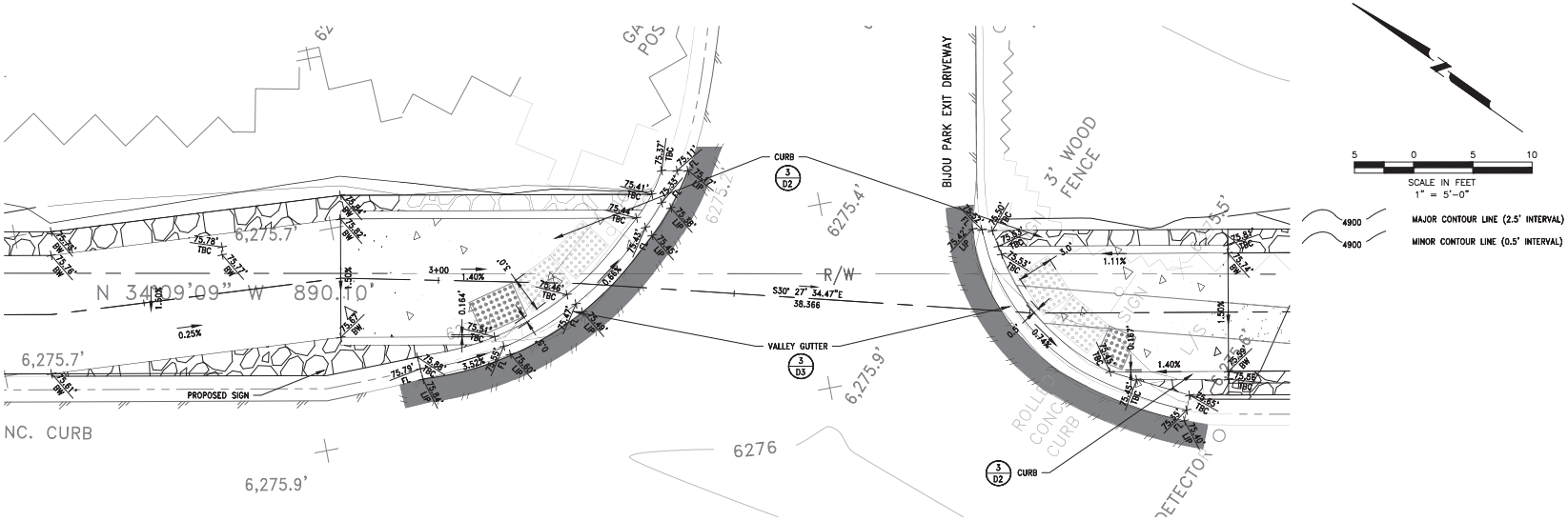
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
2001 FOREST AVE, SUITE 201
ZEPHYR COVE, NV 89448
MAN: (775) 588-7728
FAX: (775) 588-7729

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C14 OF 29



BIJOU PARK EXIT DRIVEWAY RAMPS

BIJOU PARK ENTRANCE DRIVEWAY RAMPS

811 Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: **RAMP DETAIL SHEET-1**

PROJECT: **BIJOU PARK CONNECTOR TRAIL**
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

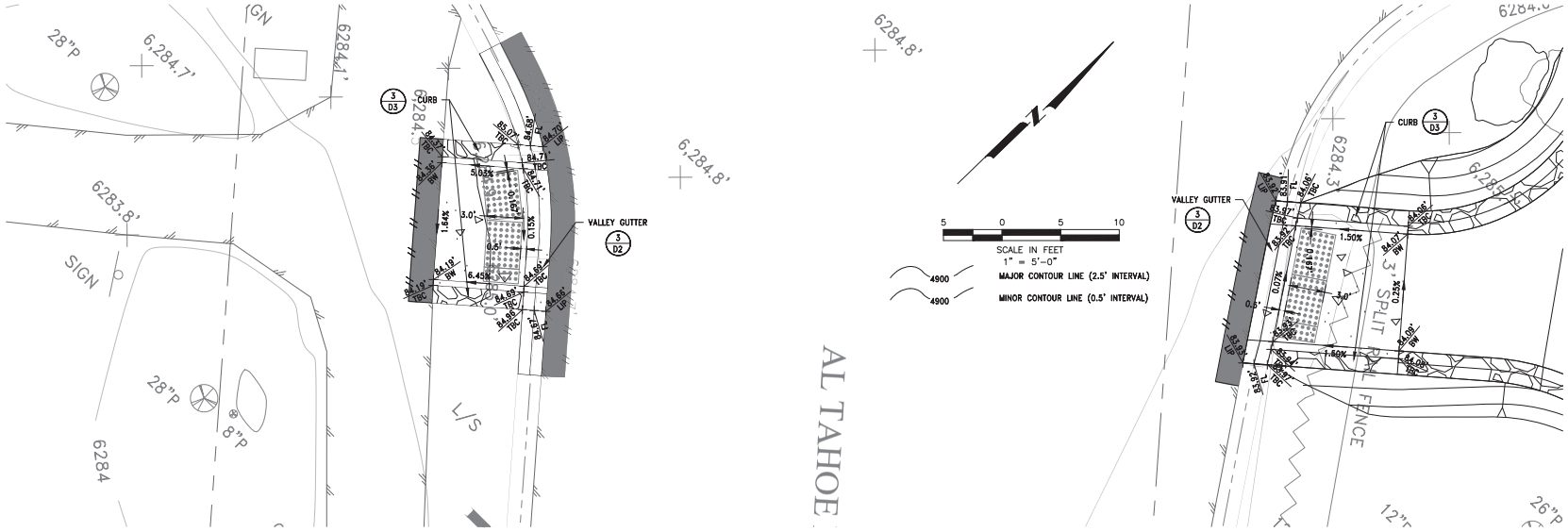
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
MAIL: (775) 588-1728
FAX: (775) 588-1728
2281 FOREST, SUITE 21
ZEPHYR COVE, NV 89448

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWAN
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

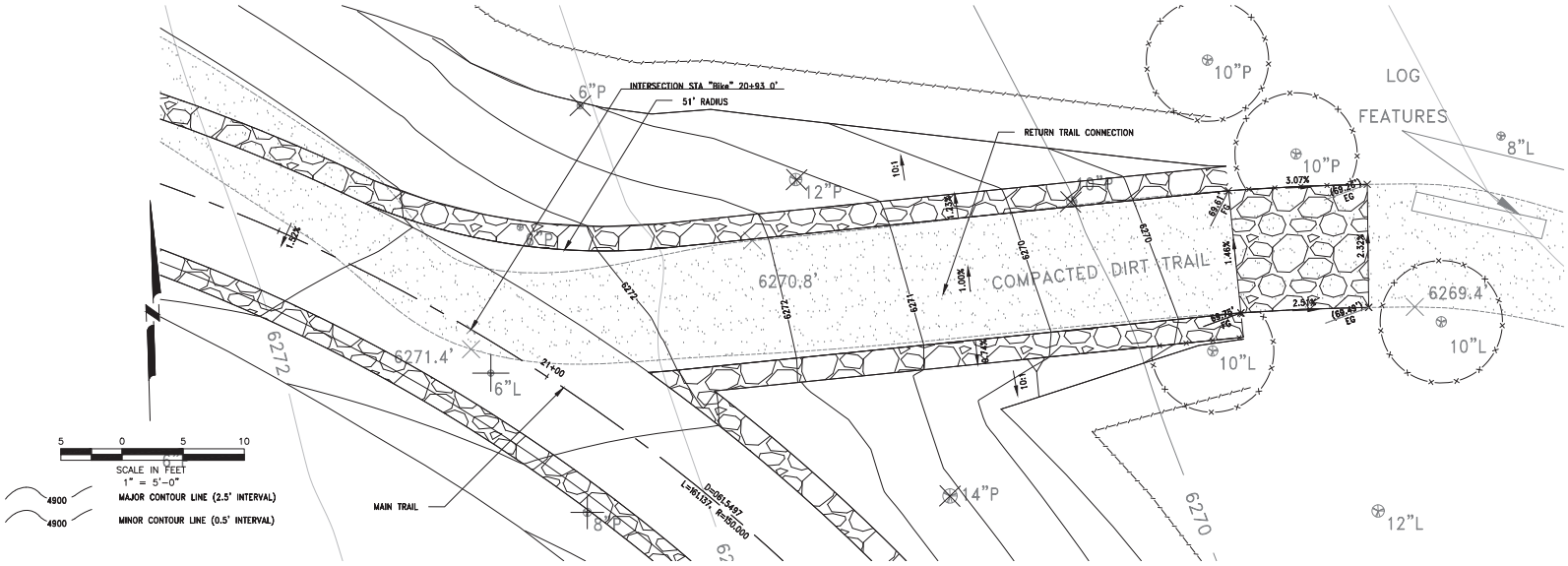
4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C15 OF **29**



AL TAHOE BLVD CROSSING



RETURN TRAIL CONNECTION

TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	0
≥30"	0

LEGEND

FIBER ROLL	46 LF	1 D3
TREE PROTECTION	125 LF	

TOTAL THIS SHEET

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: RAMP DETAIL SHEET-2

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

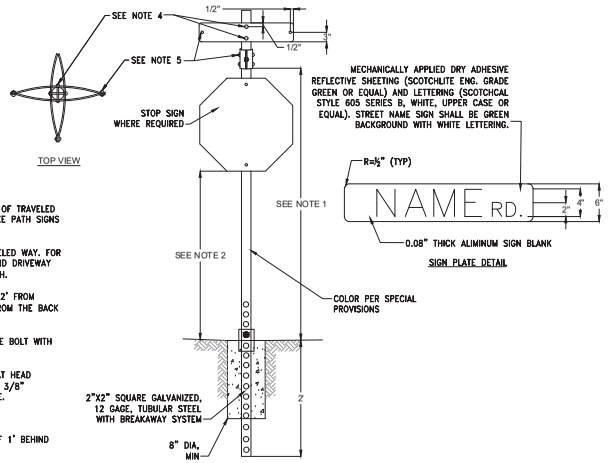
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
1603 ATLANTIC, SUITE 3
SOUTH LAKE TAHOE, CA 96150
PH: (775) 588-7450
FAX: (775) 588-7728
ZEPHYR COVE, NV 89448

REGISTERED PROFESSIONAL ENGINEER
JENTER G. ROMAN
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C16 OF 29



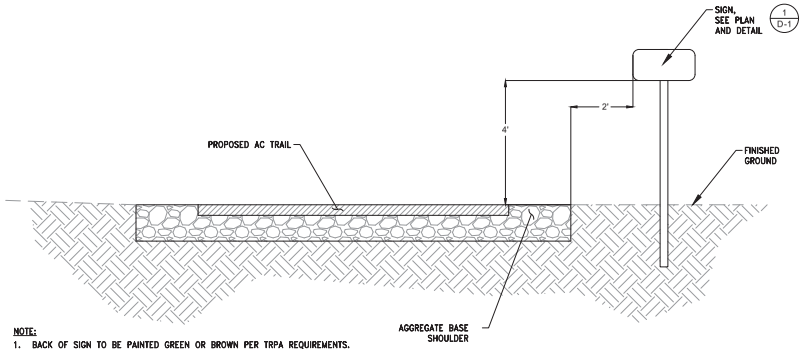
NOTES:
1. 7' MINIMUM ABOVE THE EDGE OF TRAVELED WAY. FOR ROADWAY SIGNS, FOR BIKE PATH SIGNS 2' OFF EDGE OF BIKE PATH.
2. 7' ABOVE THE EDGE OF TRAVELED WAY. FOR ROADWAY SIGNS, FOR BIKE PATH AND DRIVEWAY SIGNS 4' ABOVE EDGE OF BIKE PATH.
3. POSTS SHALL BE SET 6' TO 12' FROM TRAVELED WAY (RURAL) OR 2' FROM THE BACK OF A CURB OR DIKE (URBAN).
4. 1/4" DIAMETER X 3" CARRIAGE BOLT WITH 1/4" NUT, 5/16" DIAMETER HOLE.
5. 10/32" DIAMETER X 3/4" FLAT HEAD MACHINE SCREW WITH 10/32" NUT, 3/8" DIAMETER HOLE CENTERED ON PLATE.
6. LETTERING TO BE CENTERED.
7. POST SHALL BE A MINIMUM OF 1' BEHIND SIDEWALK.

City of South Lake Tahoe ENGINEERING DEPARTMENT STREET NAME & STOP SIGN		
APPROVED BY: 05/01/09 CITY ENGINEER	NOT TO SCALE	STANDARD DRAWING SD21

1 / D1 STOP SIGN INSTALLATION
SCALE: N.T.S.

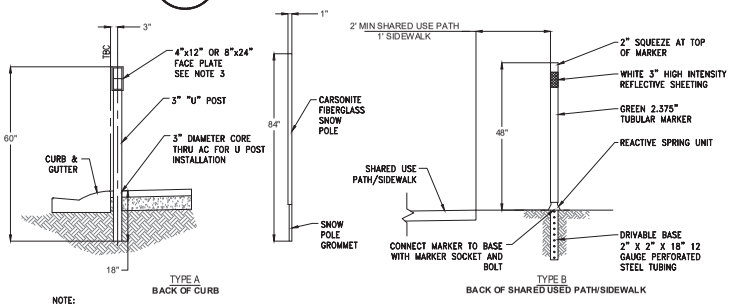
NOTES:
1. SIGN POSTS SHALL BE 4"X6" DOUGLAS FIR
2. SIGN POSTS SHALL BE BURIED 4' MINIMUM INTO THE GROUND
3. SIGN POSTS SHALL HAVE A CONCRETE FOOTING ALL AROUND THE BURIED PORTION OF THE POSTS, 6' MINIMUM THICKNESS IN ALL DIRECTIONS
4. CONCRETE SHALL BE 4,000 PSI IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS
5. SIGN MATERIAL SHALL BE 1" ADX PLYWOOD BOARD PAINTED WITH ENAMEL, 2 COATS, OFF WHITE
6. ALL SIGN LOGOS WILL BE PROVIDED BY THE OWNER IN ".JPG" FORMAT TO THE CONTRACTOR
7. SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION.
8. CITY OF SOUTH LAKE TAHOE WILL DETERMINE SIGN LOCATION
9. LETTER SIZE AND SPACING MAY BE ADJUSTED BY THE SIGN PAINTER AS NEEDED TO REFLECT THE HIGHEST QUALITY OF CRAFTSMANSHIP IN THE FINISHED PRODUCT
10. COLORS MAY BE ADJUSTED BY THE SIGN PAINTER AND SHALL PRESENT AN EASY TO READ, AESTHETICALLY PLEASING FINISHED PRODUCT

1 / D1 PROJECT SIGN
SCALE: N.T.S.



NOTE:
1. BACK OF SIGN TO BE PAINTED GREEN OR BROWN PER TRPA REQUIREMENTS.

3 / D1 PATH/TRAIL & DRIVEWAY SIGN LOCATION
SCALE: N.T.S.



NOTE:
1. COORDINATE ROAD SIDE MARKER FACE PLATE SIZE, COLORS, AND LOCATIONS WITH THE CITY OF SOUTH LAKE TAHOE STREET MAINTENANCE DEPARTMENT PRIOR TO ORDERING MATERIALS AND CORING.
2. REFLECTIVE MARKERS USED ARE DG3 REFLECTIVE BLUE, YELLOW, AND WHITE.
3. 4" x 12" MARKER FACES USED TO MARK OBSTACLES AND TYPES OF CURB. 8" x 24" MARKER FACES USED TO MARK ALL DRAINAGE.
4. OBSTACLES AND CURBS ARE MARKED WITH WHITE AND WHEN BLUE IS ADDED TO THE FACE PLATE IT INDICATES THERE IS A VERTICAL CURB OR D CURB AS OPPOSED TO A ROLLED CURB.
5. ALL DRAINAGE IS MARKED WITH THE COLOR YELLOW, AND WHEN BLUE IS ADDED IT INDICATES THERE IS A VERTICAL CURB AT THE BACK OF THE INLET AS OPPOSED TO A ROLLED CURB OR FLUSH DRAIN. DRAINS ARE ALSO MARKED AT THE BOTTOM OF THE FACE PLATE WITH BLACK LETTERS TO DESCRIBE THE TYPE OF DRAINAGE, "D.I." IS A TYPICAL DROP INLET, "P" IS A PIPE INLET OR OUTLET, AND "D.W." IS A DRY WELL.
6. FIBERGLASS SNOW POLES ARE MARKED AS LISTED FOR MARKER PLATES.
7. MARKERS WILL ONLY BE PLACED ON ONE SIDE OF THE TRAIL.

4 / D1 MARKER & SNOWPOLE
SCALE: N.T.S.

811 Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: DETAILS

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
MAIN OFFICE: (775) 588-5928
FAX: (775) 588-7326
2588 SOUTH AVENUE, SUITE 1
SOUTH LAKE TAHOE, CA 96150-8151

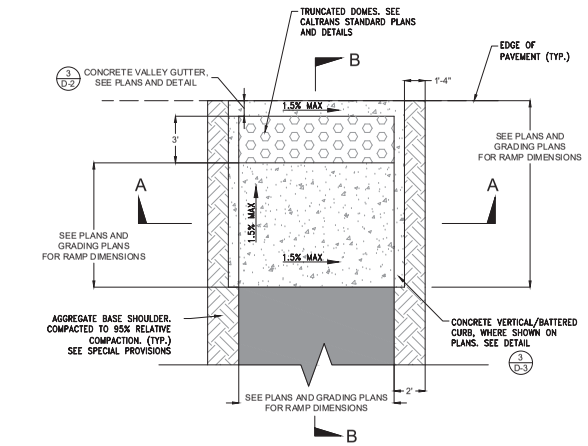
REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROSS No. 54137 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA
4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

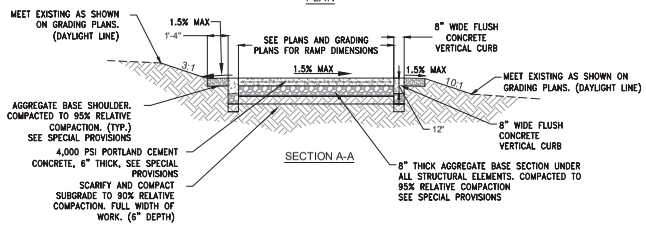
SHEET No. D1 OF 29

4/18/2025 10:48 AM

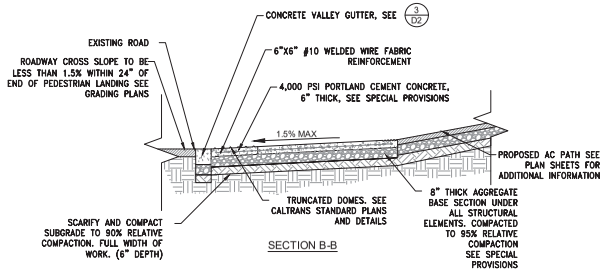
P:\2021 Projects\21240 - Bijou Park Bike Path\ACAD\SHEETS\21240-DETAILS.dwg



PLAN



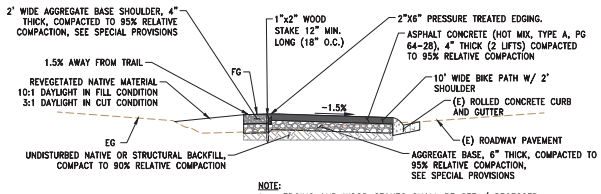
SECTION A-A



SECTION B-B

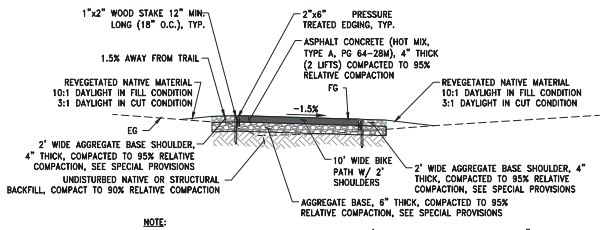
NOTES:
1. PEDESTRIAN RAMP DETAILS ARE REPRESENTATIVE ONLY AND PROVIDE MATERIAL AND CONSTRUCTION REQUIREMENTS ONLY. SEE PLAN VIEWS, GRADING SHEETS AND PEDESTRIAN RAMP SHEETS FOR DETAILED LAYOUT AND GRADING INFORMATION.
2. ALL PEDESTRIAN RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CALTRANS ENCROACHMENT PERMIT (HIGHWAY 50 PEDESTRIAN RAMPS)
3. ALL PEDESTRIAN RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CALTRANS STANDARD PLANS AND SPECIAL PROVISIONS

1 / D2 PEDESTRIAN LANDING
SCALE: N.T.S.



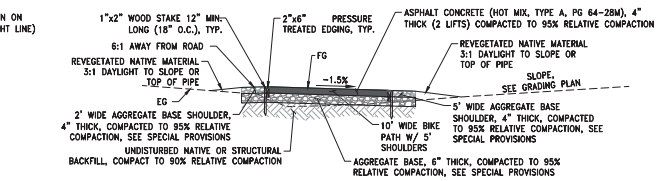
NOTE:
1. EDGING AND WOOD STAKES SHALL BE SET / RECESSED BELOW TOP OF AC 0" TO 0.25". NO STAKE OR EDGING SHALL PROTRUDE ABOVE AC SURFACE.

TYPE 1



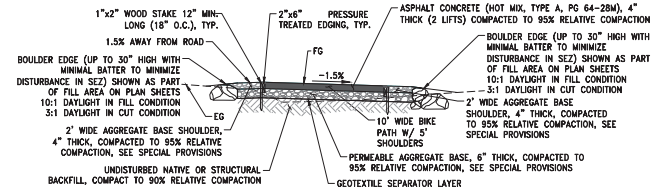
NOTE:
1. EDGING AND WOOD STAKES SHALL BE SET / RECESSED BELOW TOP OF AC 0" TO 0.25". NO STAKE OR EDGING SHALL PROTRUDE ABOVE AC SURFACE.

TYPE 2



NOTE:
1. EDGING AND WOOD STAKES SHALL BE SET / RECESSED BELOW TOP OF AC 0" TO 0.25". NO STAKE OR EDGING SHALL PROTRUDE ABOVE AC SURFACE.

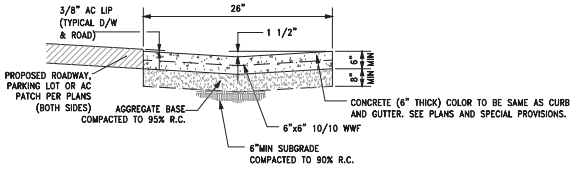
TYPE 3



NOTE:
1. EDGING AND WOOD STAKES SHALL BE SET / RECESSED BELOW TOP OF AC 0" TO 0.25". NO STAKE OR EDGING SHALL PROTRUDE ABOVE AC SURFACE.

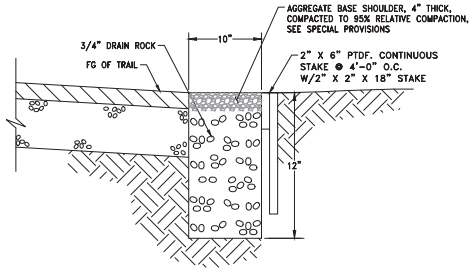
TYPE 4

2 / D2 MULTI USE TRAIL DETAILS
SCALE: N.T.S.



NOTES:
1. AGGREGATE BASE SHALL BE IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND STANDARD SPECIFICATIONS.
2. PORTLAND CEMENT CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF THE SPECIAL PROVISIONS AND THE STANDARD SPECIFICATIONS FOR CONCRETE EXPOSED TO FREEZE-THAW ENVIRONMENTS.
3. VALLEY GUTTER TO BE CONSTRUCTED IN LOCATIONS SHOWN ON THE PLANS AND/OR WHERE DIRECTED BY THE ENGINEER.

3 / D2 VALLEY GUTTER
SCALE: N.T.S.



BMP CALCULATION SPREADSHEET

Property Address:	1301 AL TAHOE BLVD																						
(Start here) APN:	025.041.009																						
Date:	10/30/24																						
Designed By:																							
Contributing Surface	Path																						
# of Stories	0																						
Length (ft.)	2486.3																						
Width (ft.)	10																						
Area (ft2)																							
Area (ft²)	24863	0	0	0	0	0	0	0	0	0	0		0	0				0	0				
Runoff (ft³)	2071.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0			0.0	0.0	0.0			
Treatment Label:	Path																						
Length (ft.)	2486.3																						
Width (in.)	10																						
Depth (in.)	12																						
On-Site Ksat (ft/hr)	4.0																						
mapped Ksat (ft/hr)	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8		12.8	12.8				12.8	12.8				
Prefab Void Space (%)																							
Average Void Space (%)	40%																						
Effective Volume (yd³)	76.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0				0.0	0.0				
Treatment Capacity (ft³)	2071.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0			0.0	0.0	0.0			
Drain Rock Quantity (yd³)	76.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0			0.0	0.0	0.0			
Excess Runoff (ft³)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0					0.0			
Excess Capacity (ft³)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0					0.0			

	MAP DATA	ON-SITE DEPTHS	
Water Table:	>5ft		Total Drain Rock Quantity (yd³) 76.7
Restriction:	None noted		Total Runoff (ft³) ##### Amount Treated 2071.9
Max. Depth of Install:	67 in.	Map Unit: 7444	Total Excavation (yd³) 76.7

4 / D2 INFILTRATION TRENCH
SCALE: N.T.S.

811 Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: DETAILS

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
MAIL: (775) 588-7925
FAX: (775) 588-7926
2580 RIDGEVIEW DRIVE
CARSON CITY, NV 89703-5161

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
D2 OF 29

4/18/2025 10:48 AM

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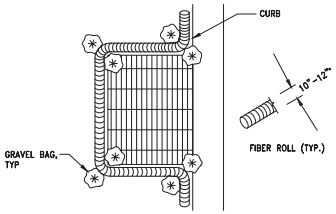
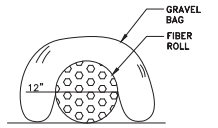


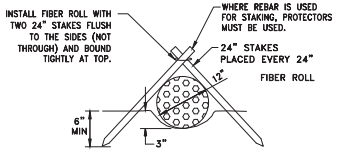
NOTES:

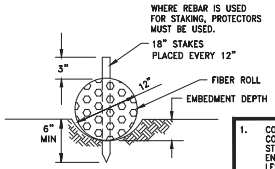
1. PROTECT FLOWLINE AROUND DI OR ANCHOR ACROSS TRENCH AS IN FIBER ROLL DETAIL.
2. STAKE OR ANCHOR W/GRAVEL BAGS IN PLACE.
3. INSTALL FILTER FABRIC UNDER CATCH BASIN GRATE DURING CONSTRUCTION. REPLACE FILTER FABRIC WEEKLY.

FIBER ROLL DI PROTECTION



WEIGHTED FIBER ROLL

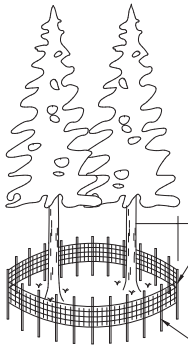




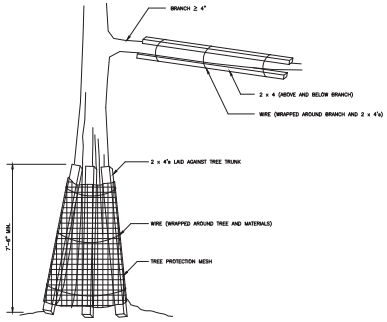
STAKED FIBER ROLL

NOTES:

1. FOR STAKED FIBER ROLL, EMBEDMENT DEPTH TO BE D/3 OR PER MFG RECOMMENDATIONS.
2. WEIGHTED FIBER ROLL TO BE USED IN LOCATIONS WHERE EMBEDMENT IS NOT POSSIBLE.
3. CONTRACTOR TO INSTALL FIBER ROLL ADJACENT TO WATER LINE EXCAVATION TO PREVENT DISCHARGE OF SEDIMENT TO STORM DRAIN.
4. GRAVEL BAG FOR WEIGHTED FIBER ROLL TO BE FILLED WITH CLEAN WASHED 3/4" DRAIN ROCK.

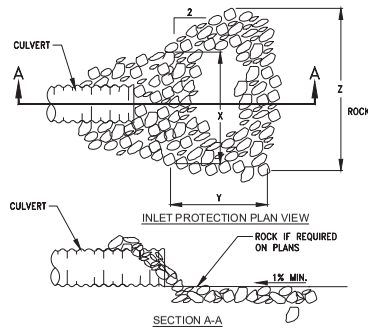


NORMAL VEGETATION PROTECTION/ CONSTRUCTION LIMIT FENCING

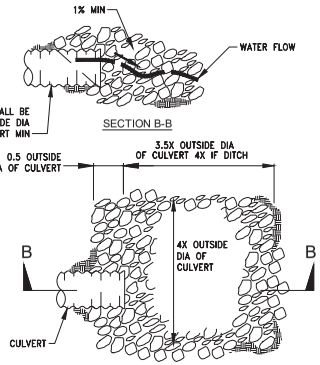


LARGE TREE PROTECTION

1 / D3 TEMPORARY CONTROLS
SCALE: N.T.S.



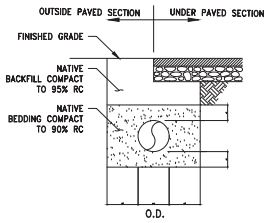
INLET PROTECTION MINIMUM DIMENSIONS				
ROCK CLASS	PIPE ø IN.	X FEET	Y FEET	Z FEET
NO. 1 BACKING	12	3	4	5
NO. 1 BACKING	18	4.5	6	7.5
NO. 1 BACKING	24	6	8	10
NO. 1 BACKING	30	7.5	10	12.5
NO. 1 BACKING	36	9	12	15
NO. 1 BACKING	42	10.5	14	17.5
NO. 1 BACKING	48	12	16	20



NOTES:

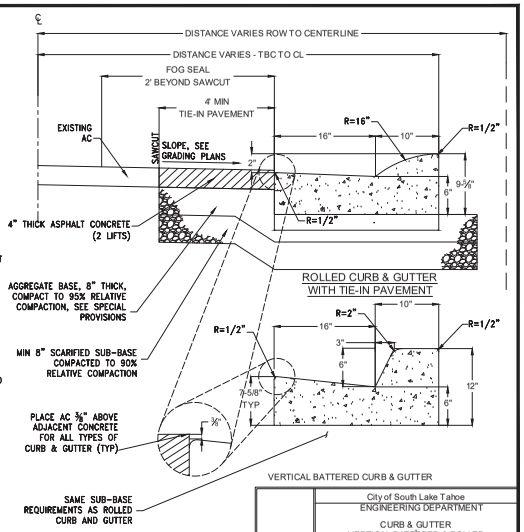
1. HAND PLACE ROCKS.
2. ALL ROCKS SHALL BE ANGULAR.
3. WHERE OUTLET SLOPE EXCEEDS 5%, A SEDIMENT BOWL OR ENERGY DISSIPATOR SHALL BE REQUIRED.
4. ROCK SLOPE PROTECTION SHALL BE SLOPED AT A MIN OF 1% INTO OR OUT OF CULVERT.
5. ALL CULVERTS OF 48 INCHES OR LARGER SHALL BE INSTALLED WITH REINFORCED CONCRETE HEADWALLS AND END WALLS WITH CUTOFF WALLS UNLESS OTHERWISE APPROVED BY THE ENGINEER.
6. ON OUTLET APPLICATIONS, 50% OF THE ROCKS SHALL BE LARGER THAN HALF THE DIAMETER OF THE PIPE.

2 / D3 CULVERT
SCALE: N.T.S.



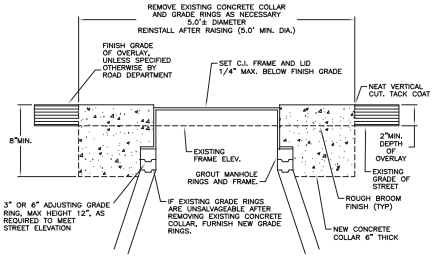
5 / D3 CULVERT TRENCH
SCALE: N.T.S.

1. CONCRETE SHALL BE 7 SACK MIX AND SHALL CONFORM TO SECTION 90 OF THE CALTRANS STANDARD SPECIFICATIONS WITH 6% AIR ENTRAINMENT. CEMENT CONTENT SHALL NOT BE LESS THAN 658 LBS PER CY.
2. THE MATERIALS AND METHOD OF PLACING SHALL CONFORM TO SECTION 73 OF THE CALTRANS STANDARD SPECIFICATIONS.
3. CONCRETE SHALL HAVE A LIGHT BROOM FINISH RUNNING PARALLEL WITH THE FLOWLINE.
4. CONCRETE SHALL BE SPRAYED UNIFORMLY WITH A CLEAR PIGMENTED CURING COMPOUND IMMEDIATELY FOLLOWING BROOM FINISHING. THE MATERIAL, METHOD, AND RATE OF APPLICATION SHALL CONFORM TO THE STANDARD SPECIFICATIONS.
5. ALL BASE MATERIAL SHALL BE COMPACTED AND TESTED BY THE CITY OR BY A THIRD PARTY INSPECTOR AT THE CITY'S DISCRETION PRIOR TO CONCRETE POUR. NOTIFY THE CITY AT LEAST 24 HRS PRIOR TO POUR.
6. CONTRACTOR SHALL CONTACT INSPECTOR FOR SCHEDULING CURB STRINGLINE INSPECTION AT LEAST 24 HRS PRIOR TO CONCRETE POUR.
7. ALL FLOWLINES SHALL BE WATER TESTED BEFORE ACCEPTANCE FOR PAYMENT. CONTRACTOR SHALL CONTACT INPSECTOR TO SCHEDULE WATER TESTING.
8. LOCATE 2" DEEP TRANSVERSE SCORES AT 10' INTERVALS IN CURB AND GUTTERS. INSTALL EXPANSION JOINTS AT 30' INTERVALS AND AT ALL COLD JOINTS.
9. NO WASHOUT OF TRUCKS AND/OR EQUIPMENT WILL BE ALLOWED ON SITE UNLESS A BASIN IS PROVIDED AND APPROVED BY THE INSPECTOR.
10. CONTRACTOR MUST TRENCH PLATE ALL DRIVEWAYS FOR 72 HOURS AFTER CONCRETE POUR.
11. CITY HAS THE RIGHT TO REJECT CURB FOR NON-CONFORMANCE AND/OR POST CONSTRUCTION DAMAGE.
12. CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY BMPS, AC CUTS AND REPLACEMENT, REVEGETATION AND ALL OTHER INCIDENTALS ASSOCIATED WITH CURB INSTALLATION.



	City of South Lake Tahoe ENGINEERING DEPARTMENT CURB & GUTTER VERTICAL BATTERED & ROLLED		
APPROVED BY: 05/01/09	CITY ENGINEER	NOT TO SCALE	STANDARD DRAWING SD04

3 / D3 CURB & GUTTER VERTICAL BATTERED & ROLLED
SCALE: N.T.S.



NOTES:

1. CONCRETE SHALL BE FIBER REINFORCED 4000 PSI AT 28 DAYS MIX.
2. CONTRACTOR MAY RAISE LIDS BEFORE OR AFTER OVERLAY AT HIS OPTION.
3. IF NEW BARREL SECTION IS ADDED ALL WORK SHALL CONFORM TO SANITARY SEWER MANHOLE DETAIL C03.
4. CONTRACTOR SHALL MAINTAIN MANHOLE FREE OF DEBRIS AT ALL TIMES.
5. GRADE RINGS SHALL BE PRECAST CONCRETE OR HDPE LADTECH INSTALLED PER MANUFACTURER'S SPECIFICATIONS. WOOD SHIMS ARE NOT ALLOWED WITH LADTECH SYSTEMS.
6. VACUUM TESTING NOT REQUIRED ON EXISTING MANHOLES.

4 / D3 MANHOLE ADJUSTMENT
SCALE: N.T.S.

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TITLE: DETAILS

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
MARK A. WOOD (775) 588-7925
ZOE BERRY (775) 588-7926
FAX: (775) 588-7928
2580 SOUTH AVENUE, N. SUITE 6B
SOUTH LAKE TAHOE, CA 96150-6851

REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROSS No. 54137 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA
4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No. D3 OF 29

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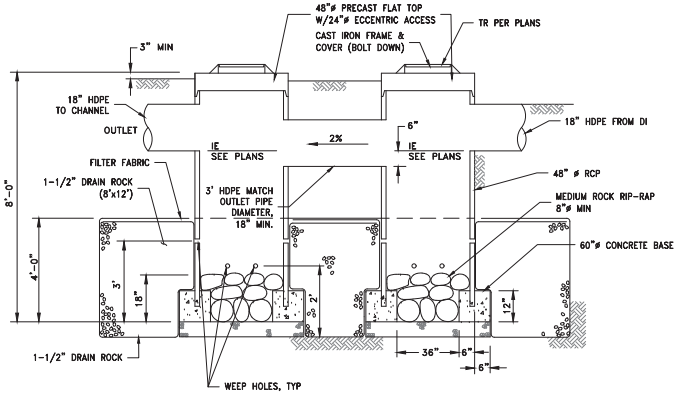
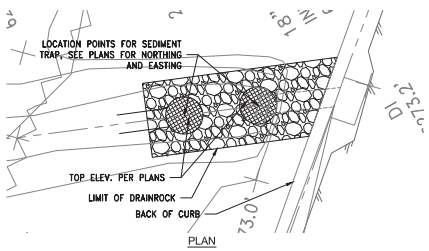


TYPE B1 CMP SEDIMENT TRAP

NO SCALE



SEDIMENT TRAP NOTES

1. BACKFILL EXCAVATED AREA W/BACKFILL AT 90% RELATIVE COMPACTION.
2. PLANS IDENTIFY TYPE IF INLET AND OUTLET OF SEDIMENT TRAP
3. FOR TYPE A1 AND B1 SEDIMENT TRAPS SEE SEDIMENT TRAP WITH CURB OUTLET
4. CONSTRUCT STEPS IN EACH BARREL
5. ALL EXPOSED METAL SHALL BE PAINTED MIDNIGHT GREEN
6. CORE 8-4" WEEP HOLES, TYP EA BARREL 4 @ 3' ABOVE BASE, 4 @ 4' ABOVE BASE, 90° SEPARATION BETWEEN WEEP HOLES PER LAYER, OFFSET WEEP HOLES 45° BETWEEN LAYERS.

1 / D4 SEDIMENT TRAP

SCALE: N.T.S.

Know what's **below.** **Call** before you dig.

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TITLE: DETAILS

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
1028 EMERALD BAY ROAD MAIN/FAX (775) 588-5725
SOUTH LAKE TAHOE, NEVADA 89704 FAX/(775) 588-7325

REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROSS No. 54137 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.

D4 OF 29

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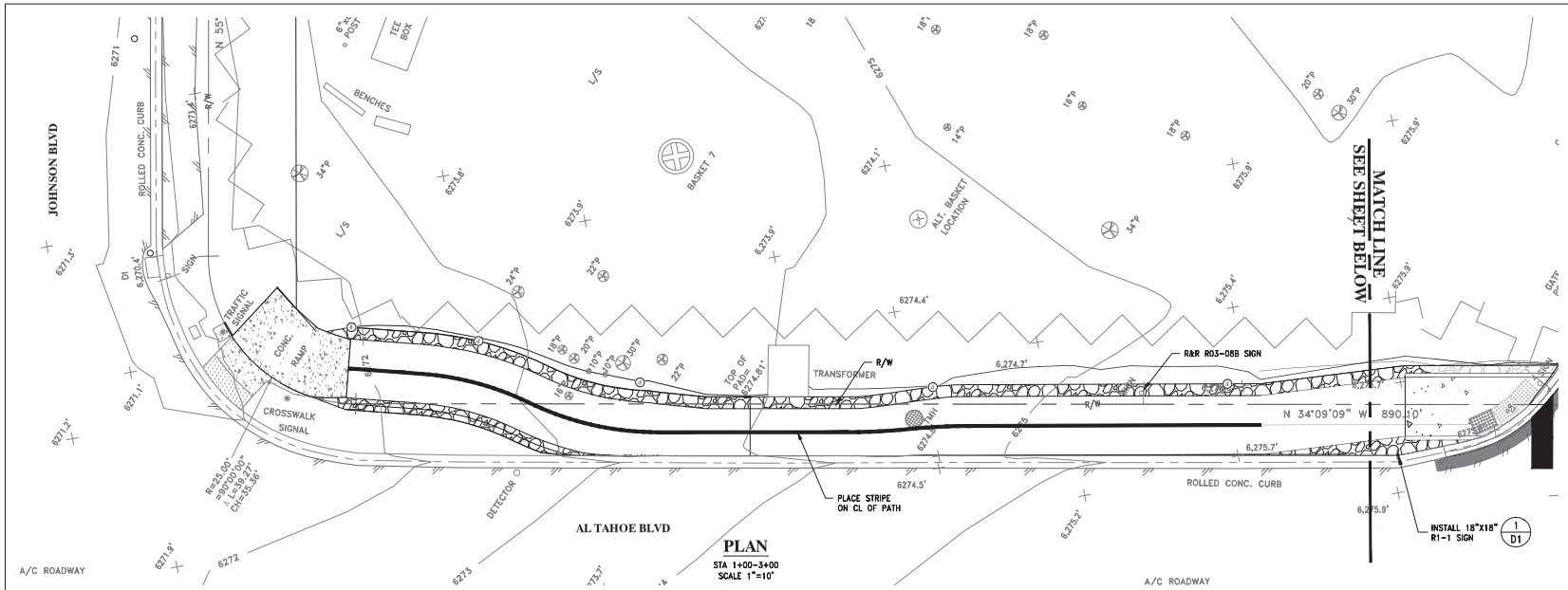
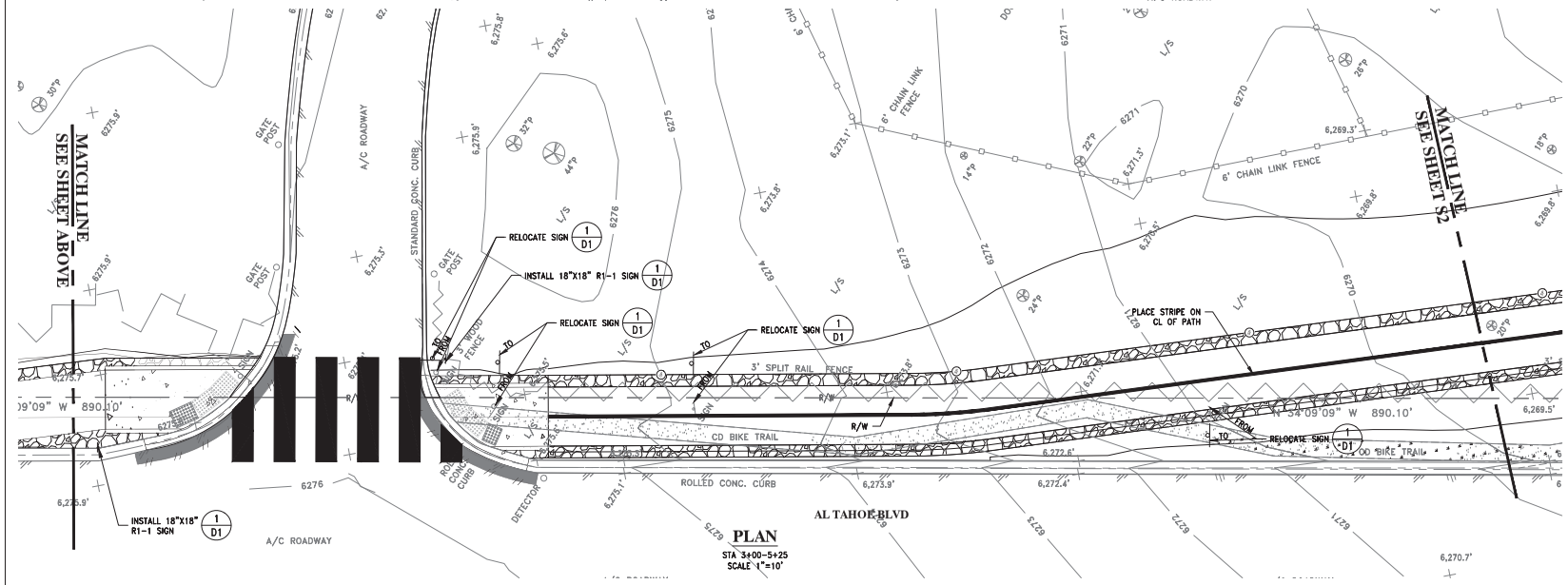


PLAN

STA 1+00-3+00
SCALE 1"=10'



PLAN

STA 3+00-5+25
SCALE 1"=10'

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DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
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TITLE: SIGNAGE & STRIPING STA 1+00-5+25

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

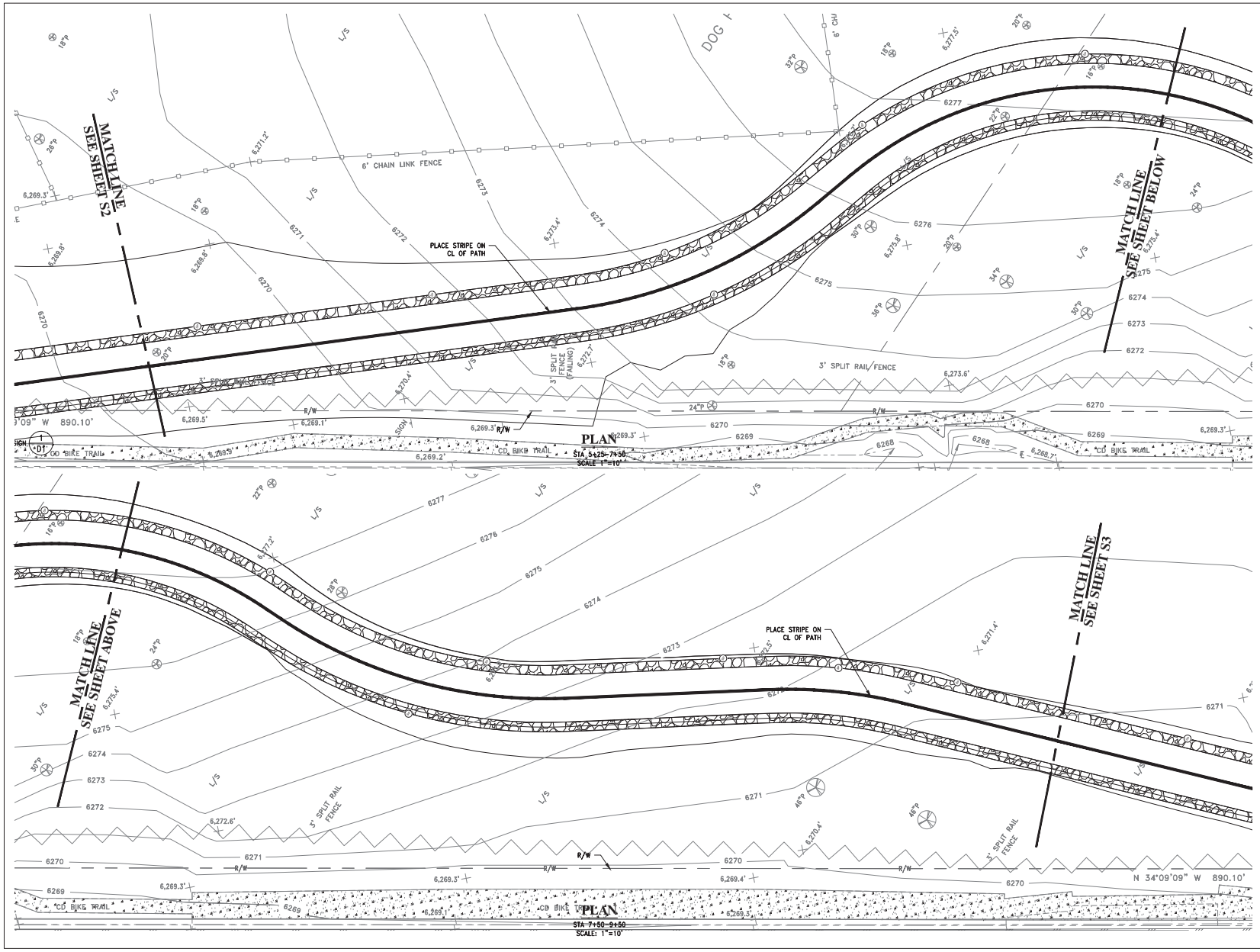
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
1603 LAKE TOPAZ DR. SUITE 3
ZEPHYR COVE, NV 89448
MAN: (775) 588-7728
FAX: (775) 588-1728

REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROWE No. 54137 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No. S1 OF 29



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DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
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5				

TITLE: SIGNAGE & STRIPING
STA 5+25-9+50

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
2281 FOREST AVE, SUITE 2
ZEPHYR COVE, NV 89448
MAN: (775) 588-1728
FAX: (775) 588-1729

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROSS
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
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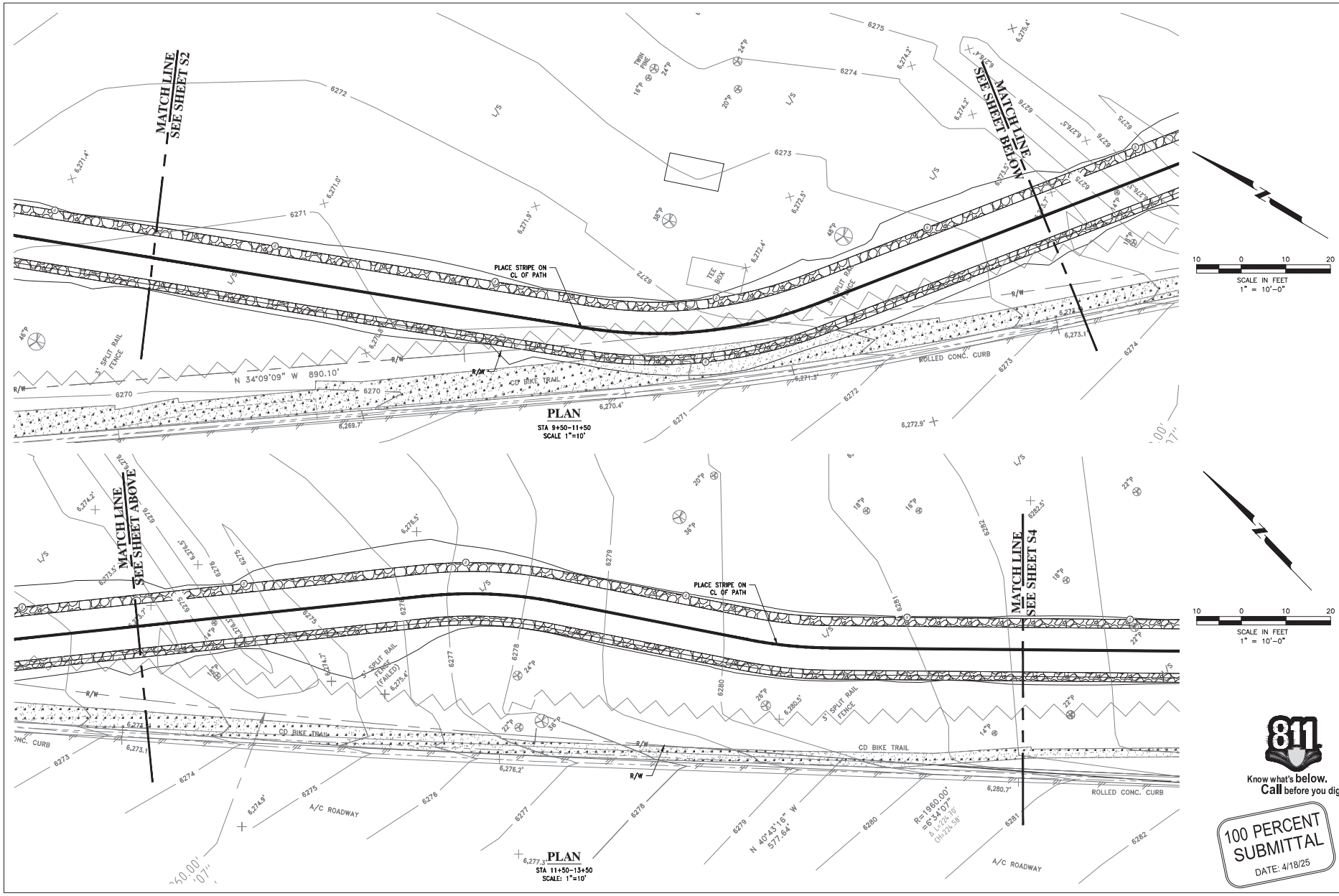
SHEET No.
S2 OF 29



No.	Date	REVISIONS	BY	APPD
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3				
4				
5				

TITLE: SIGNAGE & STRIPING
STA 9+50-13+50

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

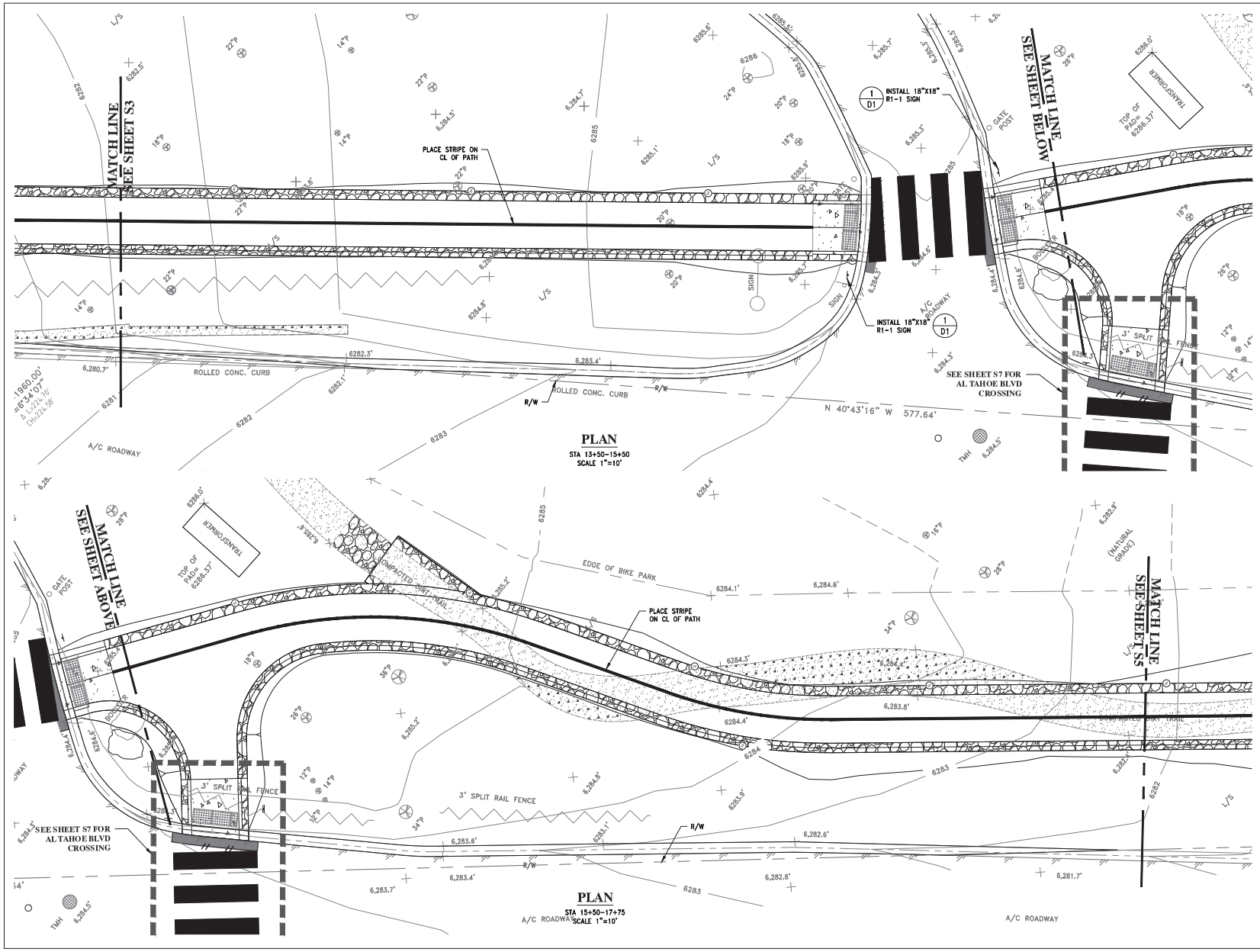
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
MAIL: (775) 588-5775
FAX: (775) 588-7325
2589 SOUTH ROCK BLVD.
SPARKS, NEVADA 89431

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROGERS
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

2-28-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
S3 OF 29



No.	Date	REVISIONS	BY	APPD
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4				
5				

TITLE: SIGNAGE & STRIPING STA 13+50-17+75

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING

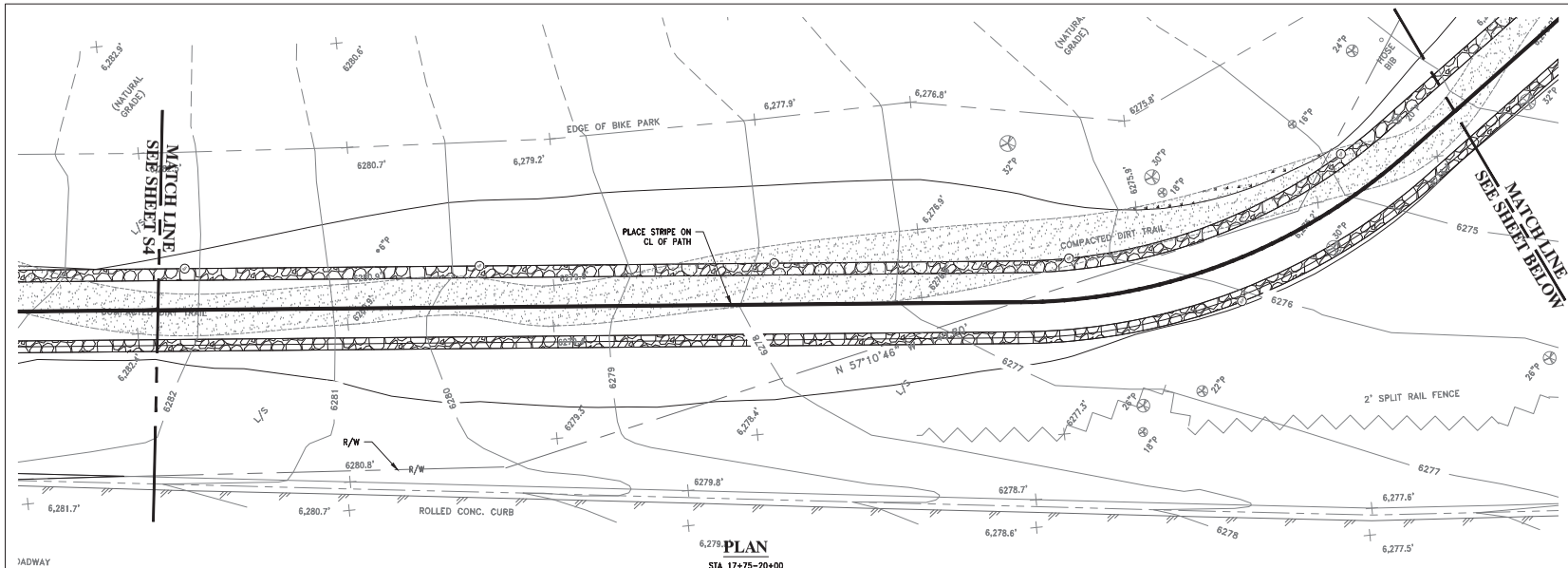
CIVIL ENGINEERING & CONSTRUCTION SERVICES
PO BOX 1031 PHONE: (775) 588-1728
ZEPHYR COVE, NV 89448 FAX: (775) 588-1729

REGISTERED PROFESSIONAL ENGINEER
JENNIFER C. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

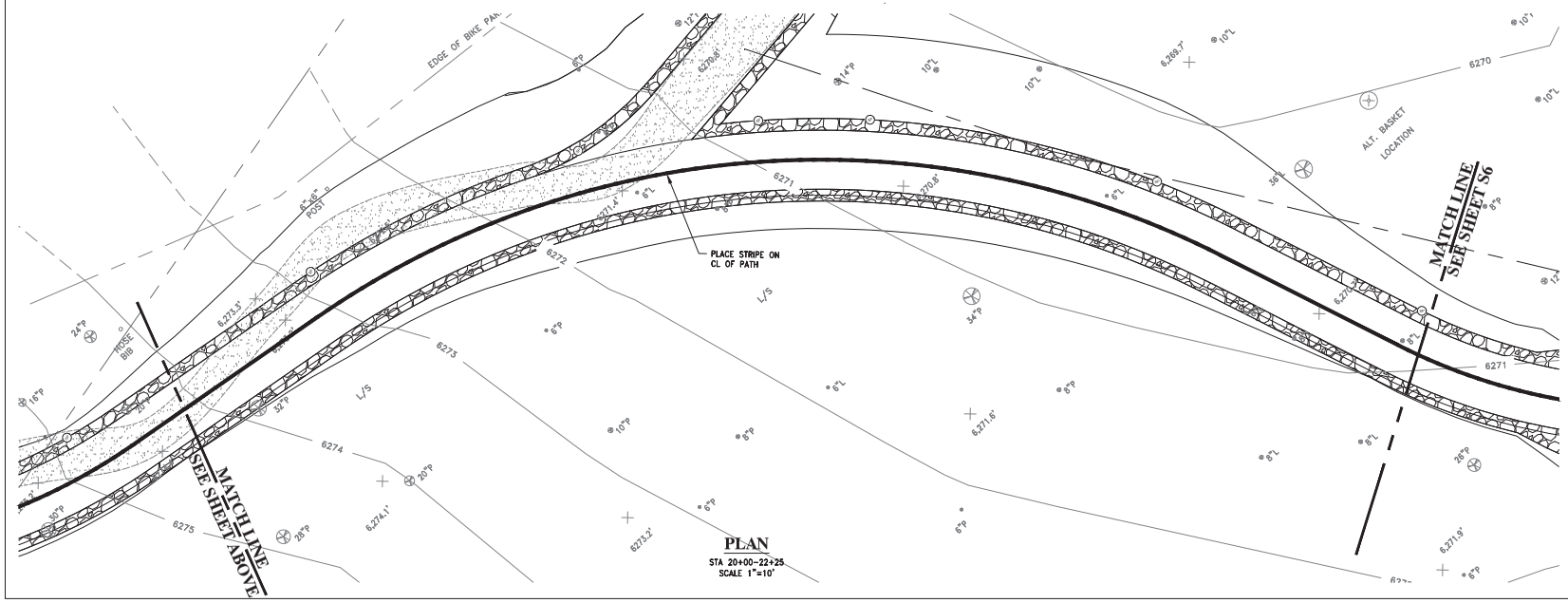
4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No. S4 OF 29



PLAN
STA 17+75-20+00
SCALE 1"=10'



PLAN
STA 20+00-22+25
SCALE 1"=10'

SCALE IN FEET
1" = 10'-0"

SCALE IN FEET
1" = 10'-0"

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TITLE: SIGNAGE & STRIPING
STA 17+75-22+25

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

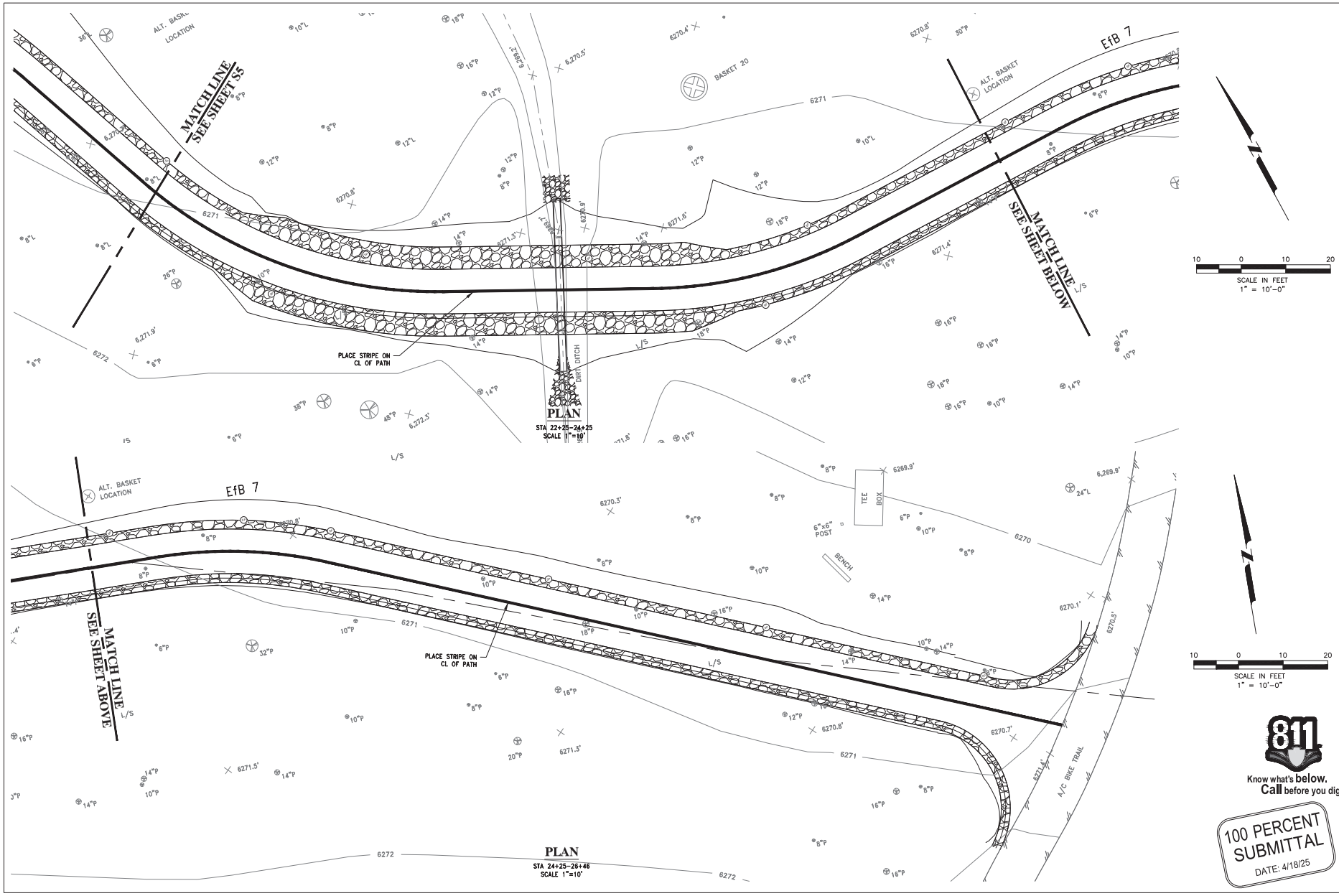
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
1603 ARGENTA BLVD
ZEPHYR COVE, NV 89448
MAN: (775) 588-1728
FAX: (775) 588-1729

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
S5 OF **29**



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TITLE: SIGNAGE & STRIPING STA 22+25-26+46

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

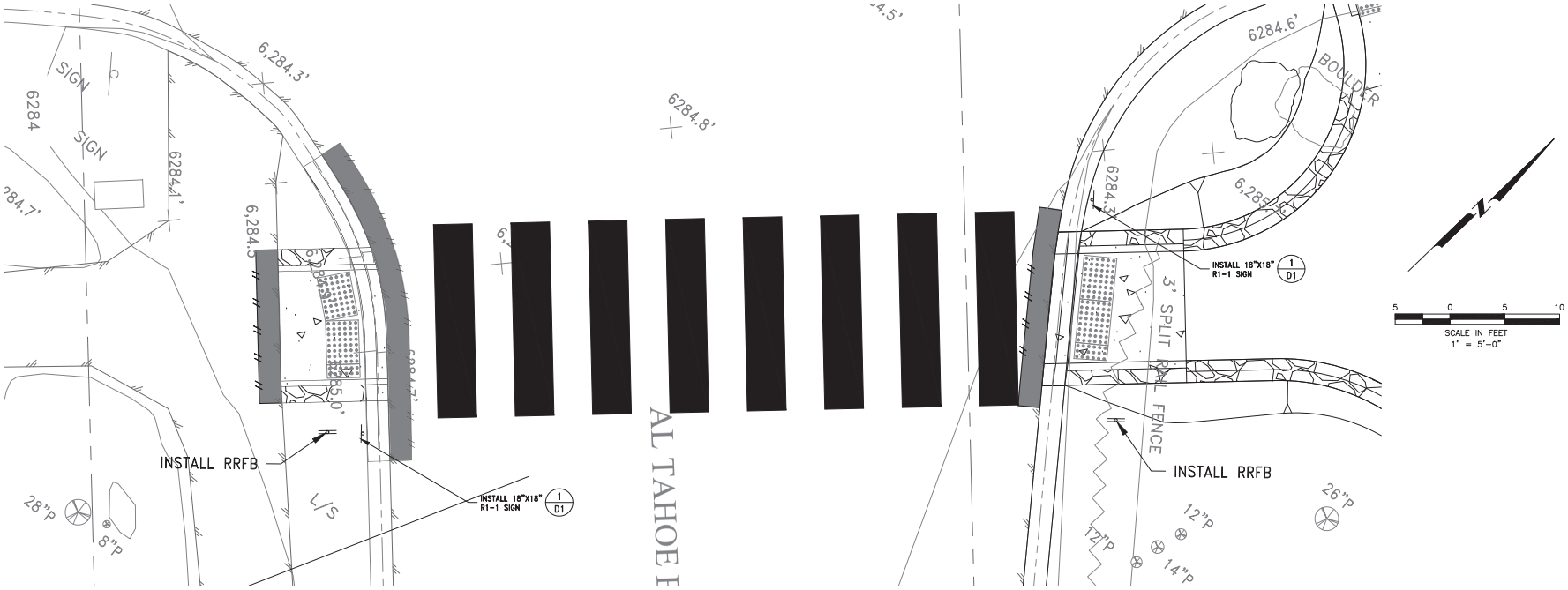
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
2281 FOREST AVE. SUITE 431
ZEPHYR COVE, NV 89448
MAN: (775) 588-7126
FAX: (775) 588-7128

REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROSS
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
S6 OF 29



AL TAHOE BLVD CONNECTION RAMP
STRIPING AND SIGNAGE

811
Know what's **below.**
Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: **AL TAHOE CROSSING SIGNAGE & STRIPING**

PROJECT: **BIJOU PARK CONNECTOR TRAIL**
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
2261 LAKE TAHOE BLVD. SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7450
FAX: (775) 588-1728

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROSS
C No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
S7 OF **29**

Appendix C: Permit Registration Documents

Permit Registration Documents included in this Appendix

Y/N	Permit Registration Document
Y	Notice of Intent
N	Risk Assessment (Not Applicable)
Y	Certification
N	Post Construction Water Balance
N	Copy of Annual Fee Receipt
N	ATS Design Documents
Y	Site Map, see Appendix B

Appendix D: SWPPP Amendment Certifications

SWPPP Amendment No.

_____

Project Name: _____

Project Number: _____

Qualified SWPPP Developer's Certification of the

Stormwater Pollution Prevention Plan Amendment

"This Stormwater Pollution Prevention Plan and attachments were prepared under my direction to meet the requirements of the California Construction General Permit (SWRCB Order No. 2009-009-DWQ as amended by 2010-0014-DWQ and 2012-00xx-DWQ). I certify that I am a Qualified SWPPP Developer in good standing as of the date signed below."

QSD's Signature	Date
QSD Name	QSD Certificate Number
Title and Affiliation	Telephone
Address	Email

Appendix E: Submitted Changes to PRDs

Log of Updated PRDs

The General Permit allows for the reduction or increase of the total acreage covered under the General Permit when a portion of the project is complete and/or conditions for termination of coverage have been met; when ownership of a portion of the project is purchased by a different entity; or when new acreage is added to the project.

Modified PRDs shall be filed electronically within 30 days of a reduction or increase in total disturbed area if a change in permit covered acreage is to be sought. The SWPPP shall be modified appropriately, with revisions and amendments recorded in Appendix C. Updated PRDs submitted electronically via SMARTS can be found in this Appendix.

This appendix includes all of the following updated PRDs (check all that apply):

☐ Revised Notice of Intent (NOI);

☐ Revised Site Map;

☐ Revised Risk Assessment;

☐ New landowner's information (name, address, phone number, email address); and

☐ New signed certification statement.

Legally Responsible Person [if organization]	
Signature of [Authorized Representative of] Legally Responsible Person or Approved Signatory	Date
Name of [Authorized Representative of] Legally Responsible Person or Approved Signatory	Telephone Number

Appendix F: Construction Schedule

Detailed construction schedule will be included by amendment after award of the contract and prior to the start of construction.

Appendix G: Construction Activities, Materials Used, and Associated Pollutants

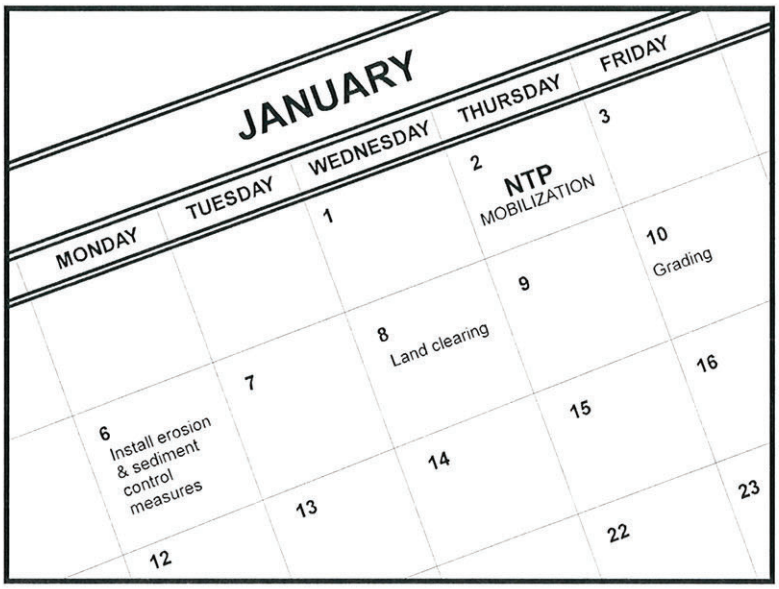
Table G.1 Construction Activities and Associated Pollutants

Phase	Activity	Associated Materials or Pollutants	Pollutant Category[1]
Grading and Land Development	Grading	Soil	Sediment
	Equipment Maintenance	Fluids	Oil & Grease
Streets and Utilities Phase	Sawcutting	Concrete Dust & Waste	Gross Pollutants
	Demolition	Waste	Gross Pollutants
	Pipe Installation	Soil	Sediment
	Disinfection	Chlorinated Water	Gross Pollutants
Vertical Construction Phase			
Landscaping and Site Stabilization Phase			

[1] Categories per CASQA BMP Handbook (i.e., Sediment, Nutrients, Bacteria and Viruses, Oil and Grease, Metals, Synthetic Organics, Pesticides, Gross Pollutants, and Vector Production)

Appendix H: CASQA Stormwater BMP Handbook Portal: Construction Fact Sheets

Scheduling EC-1



Categories

EC	Erosion Control	☑
SE	Sediment Control	☒
TC	Tracking Control	☒
WE	Wind Erosion Control	☒
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents

Sediment	☑
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

None

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Description and Purpose

Scheduling is the development of a written plan that includes sequencing of construction activities and the implementation of BMPs such as erosion control and sediment control while taking local climate (rainfall, wind, etc.) into consideration. The purpose is to reduce the amount and duration of soil exposed to erosion by wind, rain, runoff, and vehicle tracking, and to perform the construction activities and control practices in accordance with the planned schedule.

Suitable Applications

Proper sequencing of construction activities to reduce erosion potential should be incorporated into the schedule of every construction project especially during rainy season. Use of other, more costly yet less effective, erosion and sediment control BMPs may often be reduced through proper construction sequencing.

Limitations

- Environmental constraints such as nesting season prohibitions reduce the full capabilities of this BMP.

Implementation

- Avoid rainy periods. Schedule major grading operations during dry months when practical. Allow enough time before rainfall begins to stabilize the soil with vegetation or physical means or to install sediment trapping devices.
- Plan the project and develop a schedule showing each phase of construction. Clearly show how the rainy season relates

to soil disturbing and re-stabilization activities. Incorporate the construction schedule into the SWPPP.

- Include on the schedule, details on the rainy season implementation and deployment of:
  - Erosion control BMPs
  - Sediment control BMPs
  - Tracking control BMPs
  - Wind erosion control BMPs
  - Non-stormwater BMPs
  - Waste management and materials pollution control BMPs
- Include dates for activities that may require non-stormwater discharges such as dewatering, sawcutting, grinding, drilling, boring, crushing, blasting, painting, hydro-demolition, mortar mixing, pavement cleaning, etc.
- Work out the sequencing and timetable for the start and completion of each item such as site clearing and grubbing, grading, excavation, paving, foundation pouring utilities installation, etc., to minimize the active construction area during the rainy season.
  - Sequence trenching activities so that most open portions are closed before new trenching begins.
  - Incorporate staged seeding and re-vegetation of graded slopes as work progresses.
  - Schedule establishment of permanent vegetation during appropriate planting time for specified vegetation.
- Non-active areas should be stabilized as soon as practical after the cessation of soil disturbing activities or one day prior to the onset of precipitation.
- Monitor the weather forecast for rainfall.
- When rainfall is predicted, adjust the construction schedule to allow the implementation of soil stabilization and sediment treatment controls on all disturbed areas prior to the onset of rain.
- Be prepared year round to deploy erosion control and sediment control BMPs. Erosion may be caused during dry seasons by un-seasonal rainfall, wind, and vehicle tracking. Keep the site stabilized year round, and retain and maintain rainy season sediment trapping devices in operational condition.
- Apply permanent erosion control to areas deemed substantially complete during the project's defined seeding window.

Costs

Construction scheduling to reduce erosion may increase other construction costs due to reduced economies of scale in performing site grading. The cost effectiveness of scheduling techniques should be compared with the other less effective erosion and sedimentation controls to achieve a cost effective balance.

Inspection and Maintenance

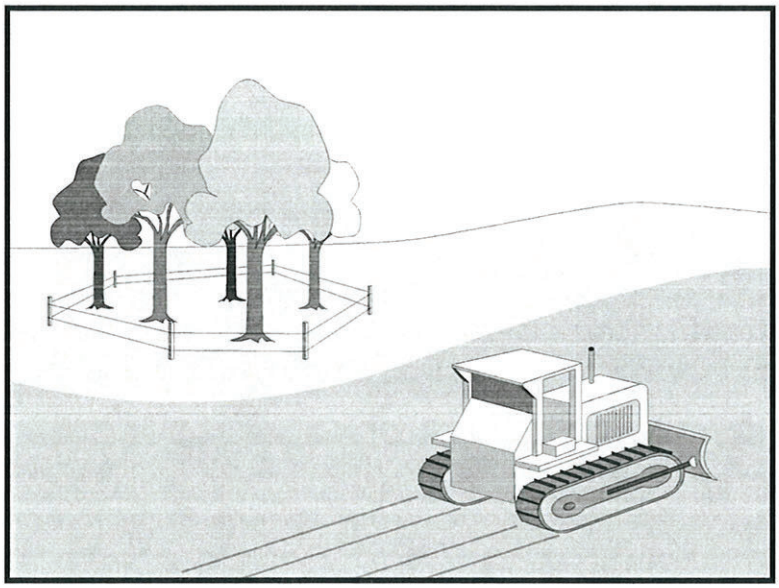
- Verify that work is progressing in accordance with the schedule. If progress deviates, take corrective actions.
- Amend the schedule when changes are warranted.
- Amend the schedule prior to the rainy season to show updated information on the deployment and implementation of construction site BMPs.

References

Stormwater Quality Handbooks Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management for Construction Activities Developing Pollution Prevention Plans and Best Management Practices (EPA 832-R-92-005), U.S. Environmental Protection Agency, Office of Water, September 1992.

Preservation Of Existing Vegetation EC-2



Categories

EC	Erosion Control	☑
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
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Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents

Sediment	☑
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

None

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Description and Purpose

Carefully planned preservation of existing vegetation minimizes the potential of removing or injuring existing trees, vines, shrubs, and grasses that protect soil from erosion.

Suitable Applications

Preservation of existing vegetation is suitable for use on most projects. Large project sites often provide the greatest opportunity for use of this BMP. Suitable applications include the following:

- Areas within the site where no construction activity occurs, or occurs at a later date. This BMP is especially suitable to multi year projects where grading can be phased.
- Areas where natural vegetation exists and is designated for preservation. Such areas often include steep slopes, watercourse, and building sites in wooded areas.
- Areas where local, state, and federal government require preservation, such as vernal pools, wetlands, marshes, certain oak trees, etc. These areas are usually designated on the plans, or in the specifications, permits, or environmental documents.
- Where vegetation designated for ultimate removal can be temporarily preserved and be utilized for erosion control and sediment control.

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Limitations

- Requires forward planning by the owner/developer, contractor, and design staff.
- Limited opportunities for use when project plans do not incorporate existing vegetation into the site design.
- For sites with diverse topography, it is often difficult and expensive to save existing trees while grading the site satisfactory for the planned development.

Implementation

The best way to prevent erosion is to not disturb the land. In order to reduce the impacts of new development and redevelopment, projects may be designed to avoid disturbing land in sensitive areas of the site (e.g., natural watercourses, steep slopes), and to incorporate unique or desirable existing vegetation into the site's landscaping plan. Clearly marking and leaving a buffer area around these unique areas during construction will help to preserve these areas as well as take advantage of natural erosion prevention and sediment trapping.

Existing vegetation to be preserved on the site must be protected from mechanical and other injury while the land is being developed. The purpose of protecting existing vegetation is to ensure the survival of desirable vegetation for shade, beautification, and erosion control. Mature vegetation has extensive root systems that help to hold soil in place, thus reducing erosion. In addition, vegetation helps keep soil from drying rapidly and becoming susceptible to erosion. To effectively save existing vegetation, no disturbances of any kind should be allowed within a defined area around the vegetation. For trees, no construction activity should occur within the drip line of the tree.

Timing

- Provide for preservation of existing vegetation prior to the commencement of clearing and grubbing operations or other soil disturbing activities in areas where no construction activity is planned or will occur at a later date.

Design and Layout

- Mark areas to be preserved with temporary fencing. Include sufficient setback to protect roots.
  - Orange colored plastic mesh fencing works well.
  - Use appropriate fence posts and adequate post spacing and depth to completely support the fence in an upright position.
- Locate temporary roadways, stockpiles, and layout areas to avoid stands of trees, shrubs, and grass.
- Consider the impact of grade changes to existing vegetation and the root zone.
- Maintain existing irrigation systems where feasible. Temporary irrigation may be required.
- Instruct employees and subcontractors to honor protective devices. Prohibit heavy equipment, vehicular traffic, or storage of construction materials within the protected area.

Costs

There is little cost associated with preserving existing vegetation if properly planned during the project design, and these costs may be offset by aesthetic benefits that enhance property values. During construction, the cost for preserving existing vegetation will likely be less than the cost of applying erosion and sediment controls to the disturbed area. Replacing vegetation inadvertently destroyed during construction can be extremely expensive, sometimes in excess of $10,000 per tree.

Inspection and Maintenance

During construction, the limits of disturbance should remain clearly marked at all times. Irrigation or maintenance of existing vegetation should be described in the landscaping plan. If damage to protected trees still occurs, maintenance guidelines described below should be followed:

- Verify that protective measures remain in place. Restore damaged protection measures immediately.
- Serious tree injuries shall be attended to by an arborist.
- Damage to the crown, trunk, or root system of a retained tree shall be repaired immediately.
- Trench as far from tree trunks as possible, usually outside of the tree drip line or canopy. Curve trenches around trees to avoid large roots or root concentrations. If roots are encountered, consider tunneling under them. When trenching or tunneling near or under trees to be retained, place tunnels at least 18 in. below the ground surface, and not below the tree center to minimize impact on the roots.
- Do not leave tree roots exposed to air. Cover exposed roots with soil as soon as possible. If soil covering is not practical, protect exposed roots with wet burlap or peat moss until the tunnel or trench is ready for backfill.
- Cleanly remove the ends of damaged roots with a smooth cut.
- Fill trenches and tunnels as soon as possible. Careful filling and tamping will eliminate air spaces in the soil, which can damage roots.
- If bark damage occurs, cut back all loosened bark into the undamaged area, with the cut tapered at the top and bottom and drainage provided at the base of the wood. Limit cutting the undamaged area as much as possible.
- Aerate soil that has been compacted over a trees root zone by punching holes 12 in. deep with an iron bar, and moving the bar back and forth until the soil is loosened. Place holes 18 in. apart throughout the area of compacted soil under the tree crown.
- Fertilization
  - Fertilize stressed or damaged broadleaf trees to aid recovery.
  - Fertilize trees in the late fall or early spring.

- Apply fertilizer to the soil over the feeder roots and in accordance with label instructions, but never closer than 3 ft to the trunk. Increase the fertilized area by one-fourth of the crown area for conifers that have extended root systems.

- Retain protective measures until all other construction activity is complete to avoid damage during site cleanup and stabilization.

References

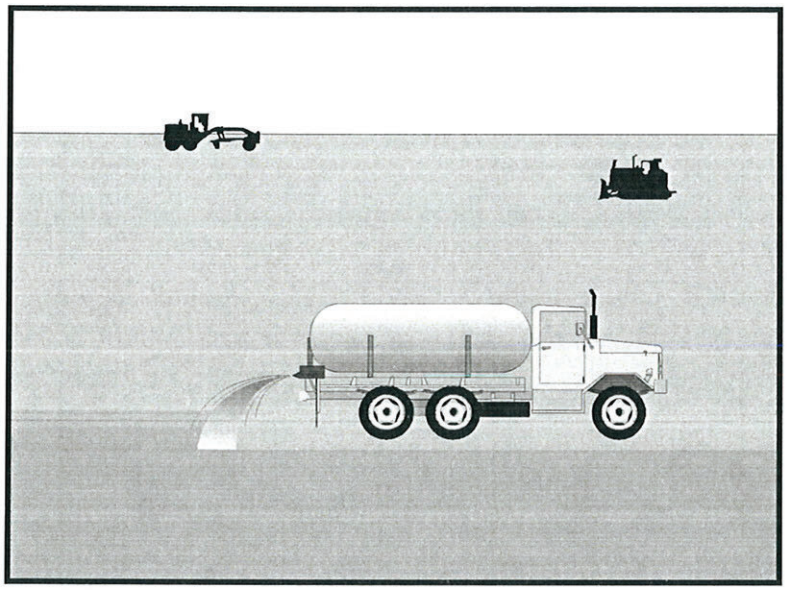
County of Sacramento Tree Preservation Ordinance, September 1981.

Stormwater Quality Handbooks Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management of the Puget Sound Basin, Technical Manual, Publication #91-75, Washington State Department of Ecology, February 1992.

Water Quality Management Plan for The Lake Tahoe Region, Volume II, Handbook of Management Practices, Tahoe Regional Planning Agency, November 1988.

Wind Erosion Control WE-1



Categories

EC	Erosion Control	
SE	Sediment Control	☒
TC	Tracking Control	
WE	Wind Erosion Control	☑
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Category**

☒ **Secondary Category**

Targeted Constituents

Sediment	☑
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

EC-5 Soil Binders

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Description and Purpose

Wind erosion or dust control consists of applying water or other chemical dust suppressants as necessary to prevent or alleviate dust nuisance generated by construction activities. Covering small stockpiles or areas is an alternative to applying water or other dust palliatives.

California's Mediterranean climate, with a short "wet" season and a typically long, hot "dry" season, allows the soils to thoroughly dry out. During the dry season, construction activities are at their peak, and disturbed and exposed areas are increasingly subject to wind erosion, sediment tracking and dust generated by construction equipment. Site conditions and climate can make dust control more of an erosion problem than water based erosion. Additionally, many local agencies, including Air Quality Management Districts, require dust control and/or dust control permits in order to comply with local nuisance laws, opacity laws (visibility impairment) and the requirements of the Clean Air Act. Wind erosion control is required to be implemented at all construction sites greater than 1 acre by the General Permit.

Suitable Applications

Most BMPs that provide protection against water-based erosion will also protect against wind-based erosion and dust control requirements required by other agencies will generally meet wind erosion control requirements for water quality protection. Wind erosion control BMPs are suitable during the following construction activities:

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- Construction vehicle traffic on unpaved roads
- Drilling and blasting activities
- Soils and debris storage piles
- Batch drop from front-end loaders
- Areas with unstabilized soil
- Final grading/site stabilization

Limitations

- Watering prevents dust only for a short period (generally less than a few hours) and should be applied daily (or more often) to be effective.
- Over watering may cause erosion and track-out.
- Oil or oil-treated subgrade should not be used for dust control because the oil may migrate into drainageways and/or seep into the soil.
- Chemical dust suppression agents may have potential environmental impacts. Selected chemical dust control agents should be environmentally benign.
- Effectiveness of controls depends on soil, temperature, humidity, wind velocity and traffic.
- Chemical dust suppression agents should not be used within 100 feet of wetlands or water bodies.
- Chemically treated subgrades may make the soil water repellant, interfering with long-term infiltration and the vegetation/re-vegetation of the site. Some chemical dust suppressants may be subject to freezing and may contain solvents and should be handled properly.
- In compacted areas, watering and other liquid dust control measures may wash sediment or other constituents into the drainage system.
- If the soil surface has minimal natural moisture, the affected area may need to be pre-wetted so that chemical dust control agents can uniformly penetrate the soil surface.

Implementation

Dust Control Practices

Dust control BMPs generally stabilize exposed surfaces and minimize activities that suspend or track dust particles. The following table presents dust control practices that can be applied to varying site conditions that could potentially cause dust. For heavily traveled and disturbed areas, wet suppression (watering), chemical dust suppression, gravel asphalt surfacing, temporary gravel construction entrances, equipment wash-out areas, and haul truck covers can be employed as dust control applications. Permanent or temporary vegetation and mulching can be employed for areas of occasional or no construction traffic. Preventive measures include minimizing surface areas to be disturbed, limiting onsite vehicle traffic to 15 mph or less, and controlling the number and activity of vehicles on a site at any given time.

Chemical dust suppressants include: mulch and fiber based dust palliatives (e.g. paper mulch with gypsum binder), salts and brines (e.g. calcium chloride, magnesium chloride), non-petroleum based organics (e.g. vegetable oil, lignosulfonate), petroleum based organics (e.g. asphalt emulsion, dust oils, petroleum resins), synthetic polymers (e.g. polyvinyl acetate, vinyls, acrylic), clay additives (e.g. bentonite, montimorillonite) and electrochemical products (e.g. enzymes, ionic products).

Site Condition	Dust Control Practices							
	Permanent Vegetation	Mulching	Wet Suppression (Watering)	Chemical Dust Suppression	Gravel or Asphalt	Temporary Gravel Construction Entrances/Equipment Wash Down	Synthetic Covers	Minimize Extent of Disturbed Area
Disturbed Areas not Subject to Traffic	X	X	X	X	X			X
Disturbed Areas Subject to Traffic			X	X	X	X		X
Material Stockpiles		X	X	X			X	X
Demolition			X			X	X	
Clearing/ Excavation			X	X				X
Truck Traffic on Unpaved Roads			X	X	X	X	X	
Tracking					X	X		

Additional preventive measures include:

- Schedule construction activities to minimize exposed area (see EC-1, Scheduling).
- Quickly treat exposed soils using water, mulching, chemical dust suppressants, or stone/gravel layering.
- Identify and stabilize key access points prior to commencement of construction.
- Minimize the impact of dust by anticipating the direction of prevailing winds.
- Restrict construction traffic to stabilized roadways within the project site, as practicable.
- Water should be applied by means of pressure-type distributors or pipelines equipped with a spray system or hoses and nozzles that will ensure even distribution.
- All distribution equipment should be equipped with a positive means of shutoff.
- Unless water is applied by means of pipelines, at least one mobile unit should be available at all times to apply water or dust palliative to the project.
- If reclaimed waste water is used, the sources and discharge must meet California Department of Health Services water reclamation criteria and the Regional Water Quality

Control Board (RWQCB) requirements. Non-potable water should not be conveyed in tanks or drain pipes that will be used to convey potable water and there should be no connection between potable and non-potable supplies. Non-potable tanks, pipes, and other conveyances should be marked, "NON-POTABLE WATER - DO NOT DRINK."

- Pave or chemically stabilize access points where unpaved traffic surfaces adjoin paved roads.
- Provide covers for haul trucks transporting materials that contribute to dust.
- Provide for rapid clean up of sediments deposited on paved roads. Furnish stabilized construction road entrances and wheel wash areas.
- Stabilize inactive areas of construction sites using temporary vegetation or chemical stabilization methods.

For chemical stabilization, there are many products available for chemically stabilizing gravel roadways and stockpiles. If chemical stabilization is used, the chemicals should not create any adverse effects on stormwater, plant life, or groundwater and should meet all applicable regulatory requirements.

Costs

Installation costs for water and chemical dust suppression vary based on the method used and the length of effectiveness. Annual costs may be high since some of these measures are effective for only a few hours to a few days.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities.
- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Check areas protected to ensure coverage.
- Most water-based dust control measures require frequent application, often daily or even multiple times per day. Obtain vendor or independent information on longevity of chemical dust suppressants.

References

Best Management Practices and Erosion Control Manual for Construction Sites, Flood Control District of Maricopa County, Arizona, September 1992.

California Air Pollution Control Laws, California Air Resources Board, updated annually.

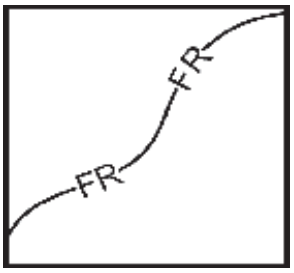
Construction Manual, Chapter 4, Section 10, "Dust Control"; Section 17, "Watering"; and Section 18, "Dust Palliative", California Department of Transportation (Caltrans), July 2001.

Prospects for Attaining the State Ambient Air Quality Standards for Suspended Particulate Matter (PM10), Visibility Reducing Particles, Sulfates, Lead, and Hydrogen Sulfide, California Air Resources Board, April 1991.

Stormwater Quality Handbooks Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Fiber Rolls

SC-5



Standard Symbol

BMP Objectives

- ● Soil Stabilization
- ● Sediment Control
- ○ Tracking Control
- ○ Wind Erosion Control
- ○ Non-Storm Water Management
- ○ Materials and Waste Management

Definition and Purpose

A fiber roll consists of wood excelsior, rice or wheat straw, or coconut fibers that is rolled or bound into a tight tubular roll and placed on the toe and face of slopes to intercept runoff, reduce its flow velocity, release the runoff as sheet flow and provide removal of sediment from the runoff. Fiber rolls may also be used for inlet protection and as check dams under certain situations.

Appropriate Applications

- This BMP may be implemented on a project-by-project basis with other BMPs when determined necessary and feasible by the RE.
- Along the toe, top, face, and at grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow.
- Below the toe of exposed and erodible slopes.
- Fiber rolls may be used as check dams in unlined ditches if approved by the Resident Engineer (RE) or the District Construction Storm Water Coordinator (refer to SC-4 “Check Dams”).
- Fiber rolls may be used for drain inlet protection if approved by the RE or the District Construction Storm Water Coordinator (refer to SC-10 “Storm Drain Inlet Protection”).
- Down-slope of exposed soil areas.
- Around temporary stockpiles.
- Along the perimeter of a project.

Limitations

- Runoff and erosion may occur if fiber roll is not adequately trenched in.
- Fiber rolls at the toe of slopes greater than 1:5 may require the use of 500 mm (20” diameter) or installations achieving the same protection (i.e., stacked smaller diameter fiber rolls, etc.).
- Fiber rolls may be used for drainage inlet protection if they can be properly anchored.
- Difficult to move once saturated.
- Fiber rolls could be transported by high flows if not properly staked and trenched in.
- Fiber rolls have limited sediment capture zone.
- Do not use fiber rolls on slopes subject to creep, slumping, or landslide.

Standards and Specifications

Fiber Roll Materials

- Fiber rolls shall be either:

  (1) Prefabricated rolls.

  (2) Rolled tubes of erosion control blanket.

Assembly of Field Rolled Fiber Roll

- Roll length of erosion control blanket into a tube of minimum 200 mm (8 in) diameter.
- Bind roll at each end and every 1.2 m (4 ft) along length of roll with jute-type twine.

Installation

- Slope inclination of 1:4 or flatter: fiber rolls shall be placed on slopes 6.0 m apart.
- Slope inclination of 1:4 to 1:2: fiber rolls shall be placed on slopes 4.5 m apart.
- Slope inclination 1:2 or greater: fiber rolls shall be placed on slopes 3.0 m apart.
- Stake fiber rolls into a 50 to 100 mm (2 to 4 in) trench.

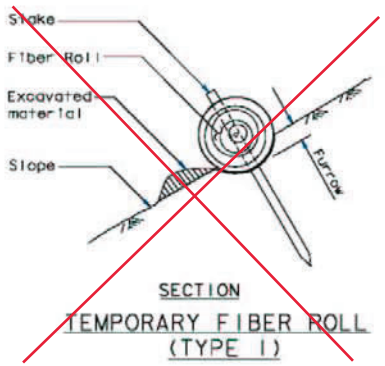
- Drive stakes at the end of each fiber roll and spaced 600 mm (2 ft) apart if Type 2 installation is used (refer to Page 4). Otherwise, space stakes 1.2 m (4 ft) maximum on center if installed as shown on Pages 5 and 6.
- Use wood stakes with a nominal classification of 19 by 19 mm (3/4 by 3/4 in), and minimum length of 600 mm (24 in).
- If more than one fiber roll is placed in a row, the rolls shall be overlapped; not abutted.

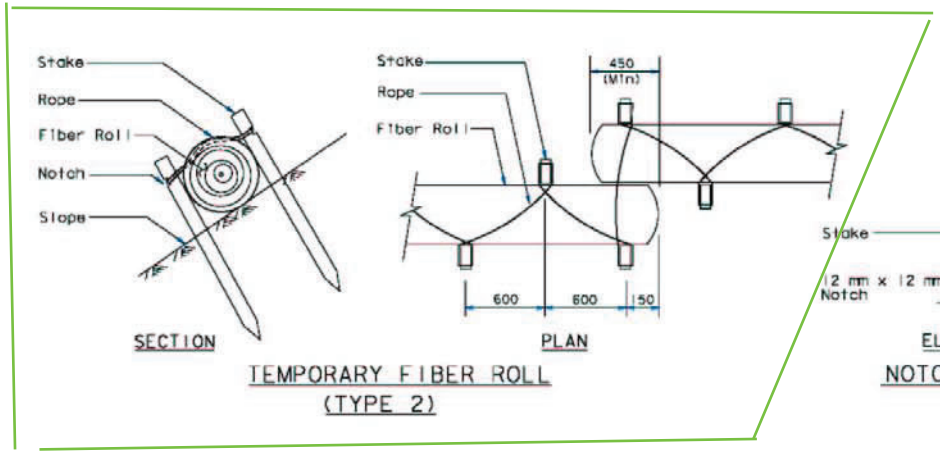
Removal

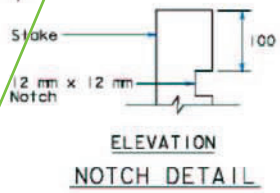
- Fiber rolls are typically left in place.
- If fiber rolls are removed, collect and dispose of sediment accumulation, and fill and compact holes, trenches, depressions or any other ground disturbance to blend with adjacent ground.

Maintenance and Inspection

- Repair or replace split, torn, unraveling, or slumping fiber rolls.
- Inspect fiber rolls when rain is forecast. Perform maintenance as needed or as required by the RE.
- Inspect fiber rolls following rainfall events and a least daily during prolonged rainfall. Perform maintenance as needed or as required by the RE.
- Maintain fiber rolls to provide an adequate sediment holding capacity. Sediment shall be removed when the sediment accumulation reaches three quarters (3/4) of the barrier height. Removed sediment shall be incorporated in the project at locations designated by the RE or disposed of outside the highway right-of-way in conformance with the Standard Specifications.

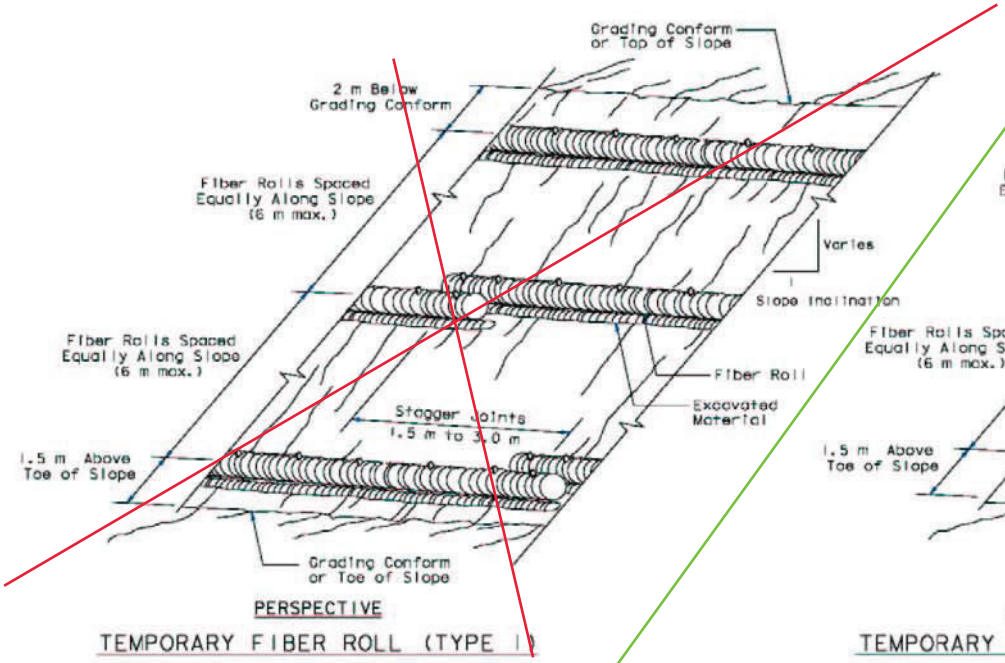


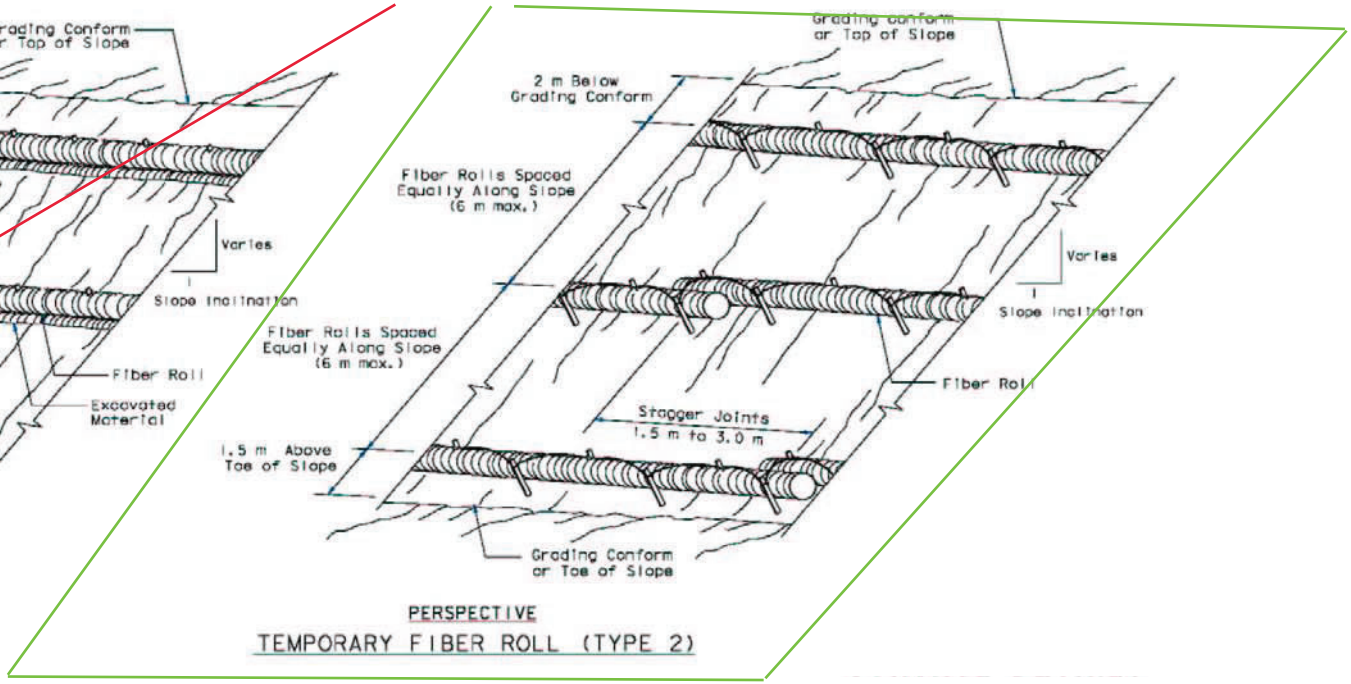


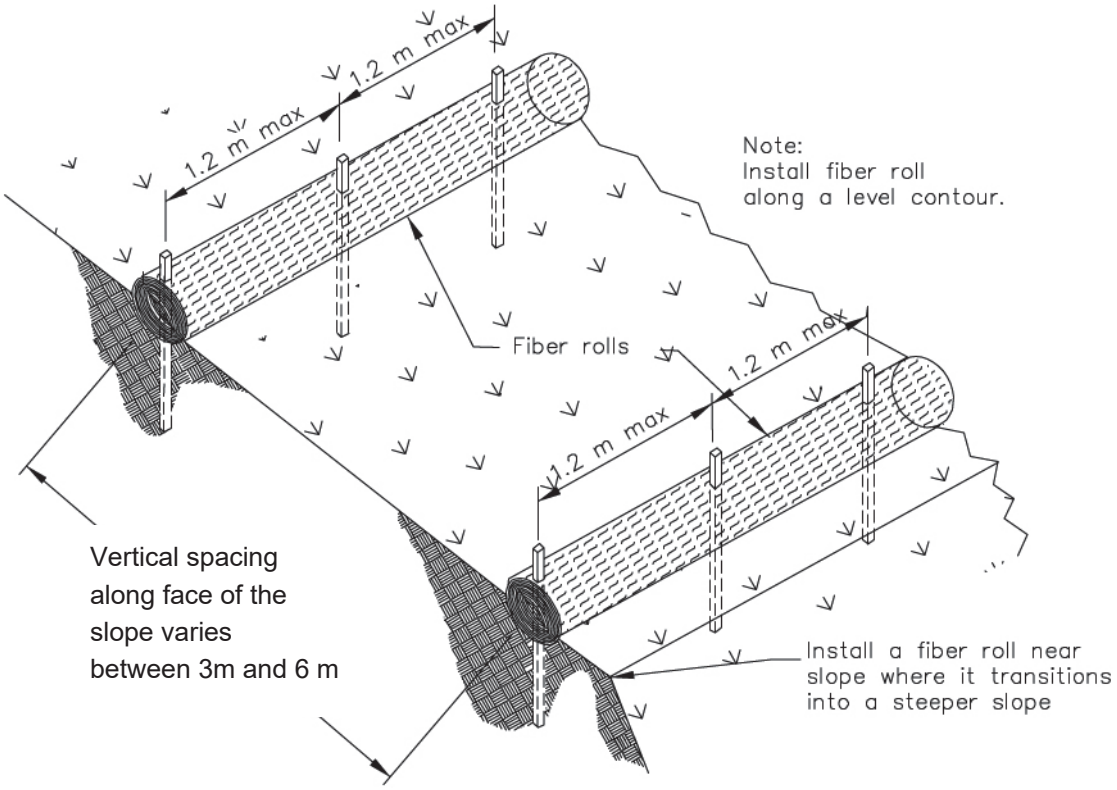


NOTE

1. Temporary fiber roll spacing varies depending upon slope inclination.

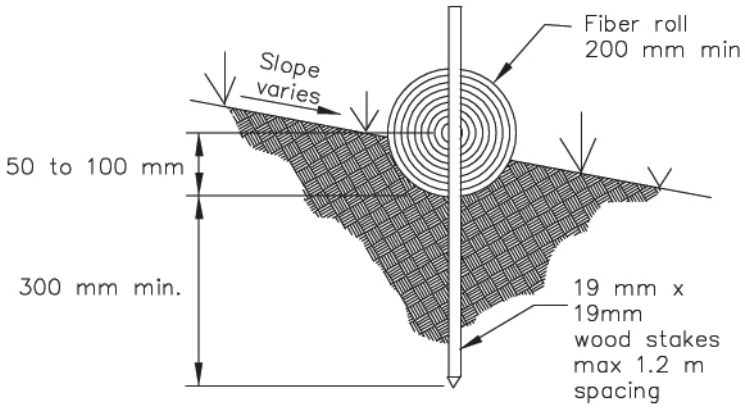






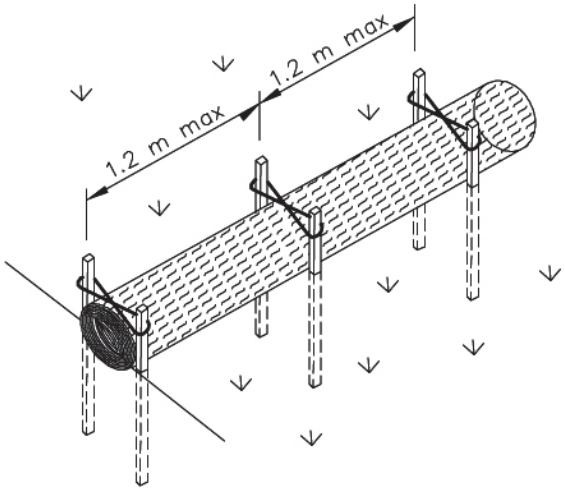
TYPICAL FIBER ROLL INSTALLATION

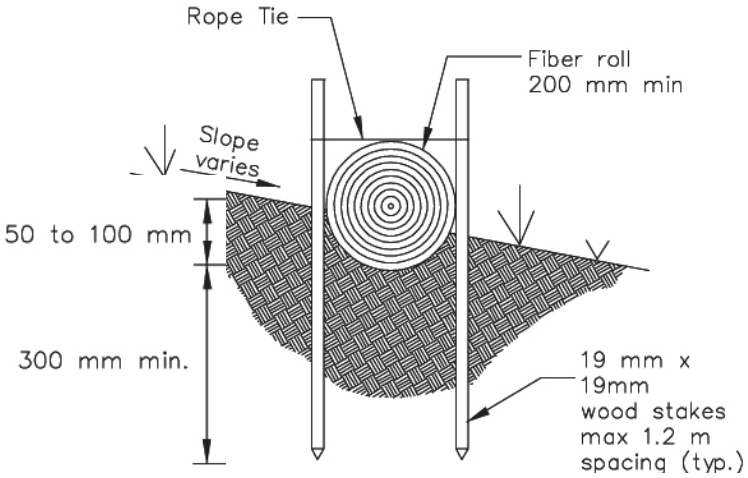
N.T.S.



ENTRENCHMENT DETAIL

N.T.S.

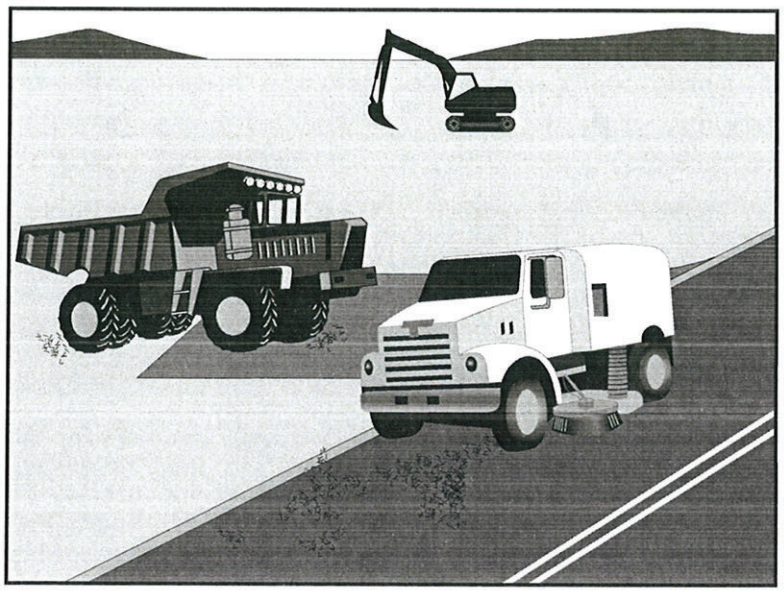




OPTIONAL ENTRENCHMENT DETAIL

N.T.S.

Street Sweeping and Vacuuming SE-7



Categories		
EC	Erosion Control	
SE	Sediment Control	☒
TC	Tracking Control	☑
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents	
Sediment	☑
Nutrients	
Trash	☑
Metals	
Bacteria	
Oil and Grease	☑
Organics	

Potential Alternatives

None

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Description and Purpose

Street sweeping and vacuuming includes use of self-propelled and walk-behind equipment to remove sediment from streets and roadways, and to clean paved surfaces in preparation for final paving. Sweeping and vacuuming prevents sediment from the project site from entering storm drains or receiving waters.

Suitable Applications

Sweeping and vacuuming are suitable anywhere sediment is tracked from the project site onto public or private paved streets and roads, typically at points of egress. Sweeping and vacuuming are also applicable during preparation of paved surfaces for final paving.

Limitations

Sweeping and vacuuming may not be effective when sediment is wet or when tracked soil is caked (caked soil may need to be scraped loose).

Implementation

- Controlling the number of points where vehicles can leave the site will allow sweeping and vacuuming efforts to be focused, and perhaps save money.
- Inspect potential sediment tracking locations daily.
- Visible sediment tracking should be swept or vacuumed on a daily basis.

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- Do not use kick brooms or sweeper attachments. These tend to spread the dirt rather than remove it.
- If not mixed with debris or trash, consider incorporating the removed sediment back into the project

Costs

Rental rates for self-propelled sweepers vary depending on hopper size and duration of rental. Expect rental rates from $58/hour (3 yd^3 hopper) to $88/hour (9 yd^3 hopper), plus operator costs. Hourly production rates vary with the amount of area to be swept and amount of sediment. Match the hopper size to the area and expect sediment load to minimize time spent dumping.

Inspection and Maintenance

- Inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- When actively in use, points of ingress and egress must be inspected daily.
- When tracked or spilled sediment is observed outside the construction limits, it must be removed at least daily. More frequent removal, even continuous removal, may be required in some jurisdictions.
- Be careful not to sweep up any unknown substance or any object that may be potentially hazardous.
- Adjust brooms frequently; maximize efficiency of sweeping operations.
- After sweeping is finished, properly dispose of sweeper wastes at an approved dumpsite.

References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Labor Surcharge and Equipment Rental Rates, State of California Department of Transportation (Caltrans), April 1, 2002 – March 31, 2003.

Water Conservation Practices NS-1

Categories		
EC	Erosion Control	☒
SE	Sediment Control	☒
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☑
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents	
Sediment	☑
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

None

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Description and Purpose

Water conservation practices are activities that use water during the construction of a project in a manner that avoids causing erosion and the transport of pollutants offsite. These practices can reduce or eliminate non-stormwater discharges.

Suitable Applications

Water conservation practices are suitable for all construction sites where water is used, including piped water, metered water, trucked water, and water from a reservoir.

Limitations

- None identified.

Implementation

- Keep water equipment in good working condition.
- Stabilize water truck filling area.
- Repair water leaks promptly.
- Washing of vehicles and equipment on the construction site is discouraged.
- Avoid using water to clean construction areas. If water must be used for cleaning or surface preparation, surface should be swept and vacuumed first to remove dirt. This will minimize amount of water required.

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- Direct construction water runoff to areas where it can soak into the ground or be collected and reused.
- Authorized non-stormwater discharges to the storm drain system, channels, or receiving waters are acceptable with the implementation of appropriate BMPs.
- Lock water tank valves to prevent unauthorized use.

Costs

The cost is small to none compared to the benefits of conserving water.

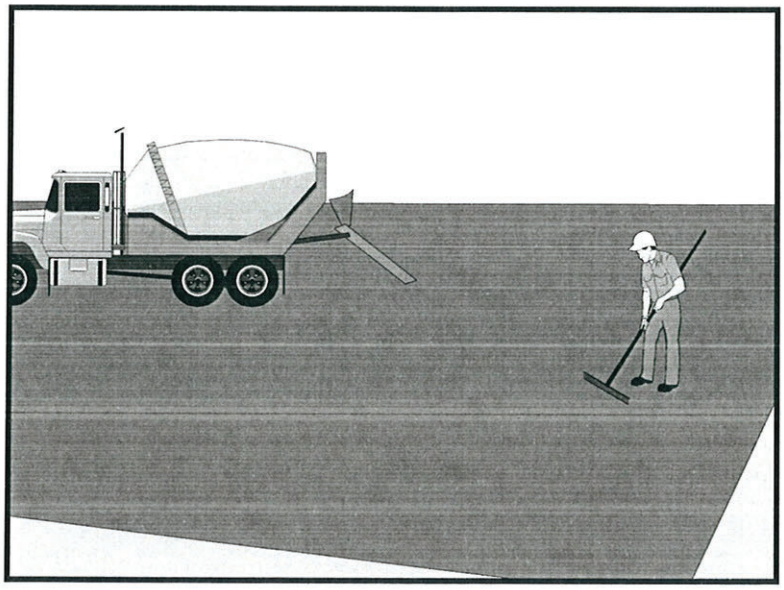
Inspection and Maintenance

- Inspect and verify that activity based BMPs are in place prior to the commencement of authorized non-stormwater discharges.
- Inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges are occuring.
- Repair water equipment as needed to prevent unintended discharges.
  - Water trucks
  - Water reservoirs (water buffalos)
  - Irrigation systems
  - Hydrant connections

References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Paving and Grinding Operations NS-3



Categories		
EC	Erosion Control	
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TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☑
WM	Waste Management and Materials Pollution Control	☒

Legend:

☑ **Primary Category**

☒ **Secondary Category**

Targeted Constituents	
Sediment	☑
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	☑
Organics	

Potential Alternatives

None

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Description and Purpose

Prevent or reduce the discharge of pollutants from paving operations, using measures to prevent runon and runoff pollution, properly disposing of wastes, and training employees and subcontractors.

The General Permit incorporates Numeric Action Levels (NAL) for pH and turbidity (see Section 2 of this handbook to determine your project's risk level and if you are subject to these requirements).

Many types of construction materials associated with paving and grinding operations, including mortar, concrete, and cement and their associated wastes have basic chemical properties that can raise pH levels outside of the permitted range. Additional care should be taken when managing these materials to prevent them from coming into contact with stormwater flows, which could lead to exceedances of the General Permit requirements.

Suitable Applications

These procedures are implemented where paving, surfacing, resurfacing, or sawcutting, may pollute stormwater runoff or discharge to the storm drain system or watercourses.

Limitations

- Paving opportunities may be limited during wet weather.

  Discharges of freshly paved surfaces may raise pH to environmentally harmful levels and trigger permit violations.

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Implementation

General

- Avoid paving during the wet season when feasible.
- Reschedule paving and grinding activities if rain is forecasted.
- Train employees and sub-contractors in pollution prevention and reduction.
- Store materials away from drainage courses to prevent stormwater runon (see WM-1, Material Delivery and Storage).
- Protect drainage courses, particularly in areas with a grade, by employing BMPs to divert runoff or to trap and filter sediment.
- Stockpile material removed from roadways away from drain inlets, drainage ditches, and watercourses. These materials should be stored consistent with WM-3, Stockpile Management.
- Disposal of PCC (Portland cement concrete) and AC (asphalt concrete) waste should be in conformance with WM-8, Concrete Waste Management.

Saw Cutting, Grinding, and Pavement Removal

- Shovel or vacuum saw-cut slurry and remove from site. Cover or barricade storm drains during saw cutting to contain slurry.
- When paving involves AC, the following steps should be implemented to prevent the discharge of grinding residue, uncompacted or loose AC, tack coats, equipment cleaners, or unrelated paving materials:
  - AC grindings, pieces, or chunks used in embankments or shoulder backing should not be allowed to enter any storm drains or watercourses. Install inlet protection and perimeter controls until area is stabilized (i.e. cutting, grinding or other removal activities are complete and loose material has been properly removed and disposed of)or permanent controls are in place. Examples of temporary perimeter controls can be found in EC-9, Earth Dikes and Drainage Swales; SE-1, Silt Fence; SE-5, Fiber Rolls, or SE-13 Compost Socks and Berms
  - Collect and remove all broken asphalt and recycle when practical. Old or spilled asphalt should be recycled or disposed of properly.
- Do not allow saw-cut slurry to enter storm drains or watercourses. Residue from grinding operations should be picked up by a vacuum attachment to the grinding machine, or by sweeping, should not be allowed to flow across the pavement, and should not be left on the surface of the pavement. See also WM-8, Concrete Waste Management, and WM-10, Liquid Waste Management.
- Pavement removal activities should not be conducted in the rain.
- Collect removed pavement material by mechanical or manual methods. This material may be recycled for use as shoulder backing or base material.

- If removed pavement material cannot be recycled, transport the material back to an approved storage site.

Asphaltic Concrete Paving

- If paving involves asphaltic cement concrete, follow these steps:
  - Do not allow sand or gravel placed over new asphalt to wash into storm drains, streets, or creeks. Vacuum or sweep loose sand and gravel and properly dispose of this waste by referring to WM-5, Solid Waste Management.
  - Old asphalt should be disposed of properly. Collect and remove all broken asphalt from the site and recycle whenever possible.

Portland Cement Concrete Paving

- Do not wash sweepings from exposed aggregate concrete into a storm drain system. Collect waste materials by dry methods, such as sweeping or shoveling, and return to aggregate base stockpile or dispose of properly. Allow aggregate rinse to settle. Then, either allow rinse water to dry in a temporary pit as described in WM-8, Concrete Waste Management, or pump the water to the sanitary sewer if authorized by the local wastewater authority.

Sealing Operations

- During chip seal application and sweeping operations, petroleum or petroleum covered aggregate should not be allowed to enter any storm drain or water courses. Apply temporary perimeter controls until structure is stabilized (i.e. all sealing operations are complete and cured and loose materials have been properly removed and disposed).
- Inlet protection (SE-10, Storm Drain Inlet Protection) should be used during application of seal coat, tack coat, slurry seal, and fog seal.
- Seal coat, tack coat, slurry seal, or fog seal should not be applied if rainfall is predicted to occur during the application or curing period.

Paving Equipment

- Leaks and spills from paving equipment can contain toxic levels of heavy metals and oil and grease. Place drip pans or absorbent materials under paving equipment when not in use. Clean up spills with absorbent materials and dispose of in accordance with the applicable regulations. See NS-10, Vehicle and Equipment Maintenance, WM-4, Spill Prevention and Control, and WM-10, Liquid Waste Management.
- Substances used to coat asphalt transport trucks and asphalt spreading equipment should not contain soap and should be non-foaming and non-toxic.
- Paving equipment parked onsite should be parked over plastic to prevent soil contamination.
- Clean asphalt coated equipment offsite whenever possible. When cleaning dry, hardened asphalt from equipment, manage hardened asphalt debris as described in WM-5, Solid Waste Management. Any cleaning onsite should follow NS-8, Vehicle and Equipment Cleaning.

Thermoplastic Striping

- Thermoplastic striper and pre-heater equipment shutoff valves should be inspected to ensure that they are working properly to prevent leaking thermoplastic from entering drain inlets, the stormwater drainage system, or watercourses.
- Pre-heaters should be filled carefully to prevent splashing or spilling of hot thermoplastic. Leave six inches of space at the top of the pre-heater container when filling thermoplastic to allow room for material to move.
- Do not pre-heat, transfer, or load thermoplastic near drain inlets or watercourses.
- Clean truck beds daily of loose debris and melted thermoplastic. When possible, recycle thermoplastic material.

Raised/Recessed Pavement Marker Application and Removal

- Do not transfer or load bituminous material near drain inlets, the stormwater drainage system, or watercourses.
- Melting tanks should be loaded with care and not filled to beyond six inches from the top to leave room for splashing.
- When servicing or filling melting tanks, ensure all pressure is released before removing lids to avoid spills.
- On large-scale projects, use mechanical or manual methods to collect excess bituminous material from the roadway after removal of markers.

Costs

- All of the above are low cost measures.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of paving and grinding operations.
- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Sample stormwater runoff required by the General Permit.
- Keep ample supplies of drip pans or absorbent materials onsite.
- Inspect and maintain machinery regularly to minimize leaks and drips.

References

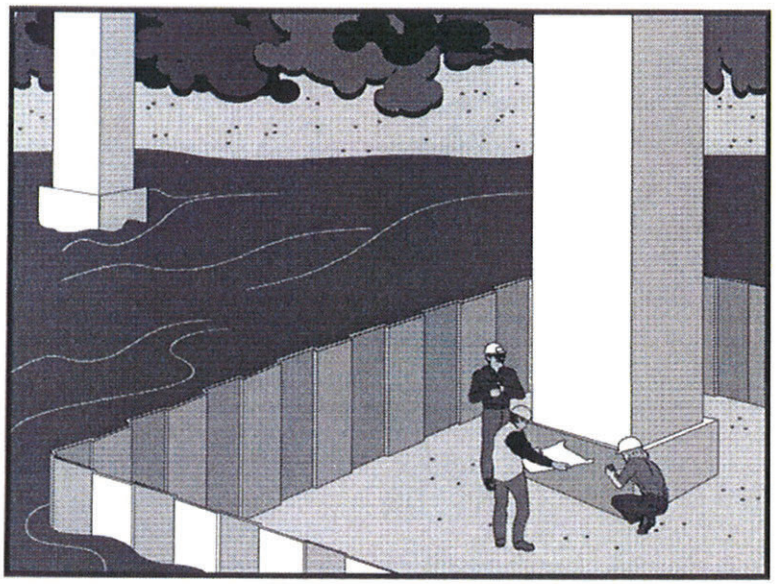
Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Hot Mix Asphalt-Paving Handbook AC 150/5370-14, Appendix I, U.S. Army Corps of Engineers, July 1991.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Erosion and Sediment Control Manual, Oregon Department of Environmental Quality, February 2005.

Clear Water Diversion NS-5



Categories		
EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☑
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents	
Sediment	☑
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

None

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Description and Purpose

Clear water diversion consists of a system of structures and measures that intercept clear surface water runoff upstream of a project, transport it around the work area, and discharge it downstream with minimal water quality degradation from either the project construction operations or the construction of the diversion. Clear water diversions are used in a waterway to enclose a construction area and reduce sediment pollution from construction work occurring in or adjacent to water. Structures commonly used as part of this system include diversion ditches, berms, dikes, slope drains, rock, gravel bags, wood, aqua barriers, cofferdams, filter fabric or turbidity curtains, drainage and interceptor swales, pipes, or flumes.

Suitable Applications

A clear water diversion is typically implemented where appropriate permits (1601 Agreement) have been secured and work must be performed in a flowing stream or water body.

- Clear water diversions are appropriate for isolating construction activities occurring within or near a water body such as streambank stabilization, or culvert, bridge, pier or abutment installation. They may also be used in combination with other methods, such as clear water bypasses and/or pumps.
- Pumped diversions are suitable for intermittent and low flow streams.
- Excavation of a temporary bypass channel, or passing the flow through a heavy pipe (called a "flume") with a trench

excavated under it, is appropriate for the diversion of streams less than 20 ft wide, with flow rates less than 100 cfs.

- Clear water diversions incorporating clean washed gravel may be appropriate for use in salmonid spawning streams.

Limitations

- Diversion and encroachment activities will usually disturb the waterway during installation and removal of diversion structures.
- Installation may require Regional Water Quality Control Board (RWQCB) 401 Certification, U.S. Army Corps of Engineers 404 permit and approval by California Department of Fish and Game. If numerical-based water quality standards are mentioned in any of these and other related permits, testing and sampling may be required.
- Diversion and encroachment activities may constrict the waterway, which can obstruct flood flows and cause flooding or washouts. Diversion structures should not be installed without identifying potential impacts to the stream channel.
- Diversion or isolation activities are not appropriate in channels where there is insufficient stream flow to support aquatic species in the area dewatered as a result of the diversion.
- Diversion or isolation activities are inappropriate in deep water unless designed or reviewed by an engineer registered in California.
- Diversion or isolation activities should not completely dam stream flow.
- Dewatering and removal may require additional sediment control or water treatment. See NS-2, Dewatering Operations.
- Not appropriate if installation, maintenance, and removal of the structures will disturb sensitive aquatic species of concern.

Implementation

General

- Implement guidelines presented in EC-12, Streambank Stabilization to minimize impacts to streambanks.
- Where working areas encroach on flowing streams, barriers adequate to prevent the flow of muddy water into streams should be constructed and maintained between working areas and streams. During construction of the barriers, muddying of streams should be held to a minimum.
- Diversion structures must be adequately designed to accommodate fluctuations in water depth or flow volume due to tides, storms, flash floods, etc.
- Heavy equipment driven in wet portions of a water body to accomplish work should be completely clean of petroleum residue, and water levels should be below the fuel tanks, gearboxes, and axles of the equipment unless lubricants and fuels are sealed such that inundation by water will not result in discharges of fuels, oils, greases, or hydraulic fluids.

- Excavation equipment buckets may reach out into the water for the purpose of removing or placing fill materials. Only the bucket of the crane/ excavator/backhoe may operate in a water body. The main body of the crane/excavator/backhoe should not enter the water body except as necessary to cross the stream to access the work site.
- Stationary equipment such as motors and pumps located within or adjacent to a water body, should be positioned over drip pans.
- When any artificial obstruction is being constructed, maintained, or placed in operation, sufficient water should, at all times, be allowed to pass downstream to maintain aquatic life.
- Equipment should not be parked below the high water mark unless allowed by a permit.
- Disturbance or removal of vegetation should not exceed the minimum necessary to complete operations. Precautions should be taken to avoid damage to vegetation by people or equipment. Disturbed vegetation should be replaced with the appropriate erosion control measures.
- Riparian vegetation approved for trimming as part of the project should be cut off no lower than ground level to promote rapid re-growth. Access roads and work areas built over riparian vegetation should be covered by a sufficient layer of clean river run cobble to prevent damage to the underlying soil and root structure. The cobble should be removed upon completion of project activities.
- Drip pans should be placed under all vehicles and equipment placed on docks, barges, or other structures over water bodies when the vehicle or equipment is planned to be idle for more than 1 hour.
- Where possible, avoid or minimize diversion and encroachment impacts by scheduling construction during periods of low flow or when the stream is dry. Scheduling should also consider seasonal releases of water from dams, fish migration and spawning seasons, and water demands due to crop irrigation.
- Construct diversion structures with materials free of potential pollutants such as soil, silt, sand, clay, grease, or oil.

Temporary Diversions and Encroachments

- Construct diversion channels in accordance with EC-9, Earth Dikes and Drainage Swales.
- In high flow velocity areas, stabilize slopes of embankments and diversion ditches using an appropriate liner, in accordance with EC-7, Geotextiles and Mats, or use rock slope protection.
- Where appropriate, use natural streambed materials such as large cobbles and boulders for temporary embankment and slope protection, or other temporary soil stabilization methods.
- Provide for velocity dissipation at transitions in the diversion, such as the point where the stream is diverted to the channel and the point where the diverted stream is returned to its natural channel. See also EC-10, Velocity Dissipation Devices.

Temporary Dry Construction Areas

- When dewatering behind temporary structures to create a temporary dry construction area, such as cofferdams, pass pumped water through a sediment-settling device, such as a portable tank or settling basin, before returning water to the water body. See also NS-2, Dewatering Operations.

- Any substance used to assemble or maintain diversion structures, such as form oil, should be non-toxic and non-hazardous.

- Any material used to minimize seepage underneath diversion structures, such as grout, should be non-toxic, non-hazardous, and as close to a neutral pH as possible.

Comparison of Diversion and Isolation Techniques:

- Gravel bags are relatively inexpensive, but installation and removal can be labor intensive. It is also difficult to dewater the isolated area. Sandbags should not be used for this technique in rivers or streams, as sand should never be put into or adjacent to a stream, even if encapsulated in geotextile.

- Gravel Bag Berms (SE-6) used in conjunction with an impermeable membrane are cost effective, and can be dewatered relatively easily. If spawning gravel is used, the impermeable membrane can be removed from the stream, and the gravel can be spread out and left as salmonid spawning habitat if approved in the permit. Only clean, washed gravel should be used for both the gravel bag and gravel berm techniques.

- Cofferdams are relatively expensive, but frequently allow full dewatering. Also, many options now available are relatively easy to install.

- Sheet pile enclosures are a much more expensive solution, but do allow full dewatering. This technique is not well suited to small streams, but can be effective on large rivers or lakes, and where staging and heavy equipment access areas are available.

- K-rails are an isolation method that does not allow full dewatering, but can be used in small to large watercourses, and in fast-water situations.

- A relatively inexpensive isolation method is filter fabric isolation. This method involves placement of gravel bags or continuous berms to 'key-in' the fabric, and subsequently staking the fabric in place. This method should be used in relatively calm water, and can be used in smaller streams. Note that this is not a dewatering method, but rather a sediment isolation method.

- Turbidity curtains should be used where sediment discharge to a stream is unavoidable. They can also be used for in-stream construction, when dewatering an area is not required.

- When used in watercourses or streams, cofferdams must be used in accordance with permit requirements.

- Manufactured diversion structures should be installed following manufacturer's specifications.

- Filter fabric and turbidity curtain isolation installation methods can be found in the specific technique descriptions that follow.

Filter Fabric Isolation Technique

Definition and Purpose

A filter fabric isolation structure is a temporary structure built into a waterway to enclose a construction area and reduce sediment pollution from construction work in or adjacent to water. This structure is composed of filter fabric, gravel bags, and steel t-posts.

Appropriate Applications

- Filter fabric may be used for construction activities such as streambank stabilization, or culvert, bridge, pier or abutment installation. It may also be used in combination with other methods, such as clean water bypasses and/or pumps.
- Filter fabric isolation is relatively inexpensive. This method involves placement of gravel bags or continuous berms to 'key-in' the fabric, and subsequently staking the fabric in place.
- If spawning gravel is used, all other components of the isolation can be removed from the stream, and the gravel may be spread out and left as salmonid spawning habitat if approved in the permit. Whether spawning gravel or other types of gravel are used, only clean washed gravel should be used as infill for the gravel bags or continuous berm.
- This method should be used in relatively calm water, and can be used in smaller streams. This is not a dewatering method, but rather a sediment isolation method.
- Water levels inside and outside the fabric curtain must be about the same, as differential heads will cause the curtain to collapse.

Limitations

- Do not use if the installation, maintenance and removal of the structures will disturb sensitive aquatic species of concern.
- Filter fabrics are not appropriate for projects where dewatering is necessary.
- Filter fabrics are not appropriate to completely dam stream flow.

Design and Installation

- For the filter fabric isolation method, a non-woven or heavy-duty fabric is recommended over standard silt fence. Using rolled geotextiles allows non-standard widths to be used.
- Anchor filter fabric with gravel bags filled with clean, washed gravel. Do not use sand. If a bag should split open, the gravel can be left in the stream, where it can provide aquatic habitat benefits. If a sandbag splits open in a watercourse, the sand could cause a decrease in water quality, and could bury sensitive aquatic habitat.
- Another anchor alternative is a continuous berm, made with the Continuous Berm Machine. This is a gravel-filled bag that can be made in very long segments. The length of the berms is usually limited to 18 ft for ease of handling (otherwise, it gets too heavy to move).

- Place the fabric on the bottom of the stream, and place either a bag of clean, washed gravel or a continuous berm over the bottom of the silt fence fabric, such that a bag-width of fabric lies on the stream bottom. The bag should be placed on what will be the outside of the isolation area.
- Pull the fabric up, and place a metal t-post immediately behind the fabric, on the inside of the isolation area; attach the silt fence to the post with three diagonal nylon ties.
- Continue placing fabric as described above until the entire work area has been isolated, staking the fabric at least every 6 ft.

Inspection and Maintenance

- Immediately repair any gaps, holes or scour.
- Remove and properly dispose of sediment buildup.
- Remove BMP upon completion of construction activity. Recycle or reuse if applicable.
- Revegetate areas disturbed by BMP removal if needed.

Turbidity Curtain Isolation Technique

Definition and Purpose

A turbidity curtain is a fabric barrier used to isolate the near shore work area. The barriers are intended to confine the suspended sediment. The curtain is a floating barrier, and thus does not prevent water from entering the isolated area; rather, it prevents suspended sediment from getting out.

Appropriate Applications

Turbidity curtains should be used where sediment discharge to a stream is unavoidable. They are used when construction activities adjoin quiescent waters, such as lakes, ponds, and slow flowing rivers. The curtains are designed to deflect and contain sediment within a limited area and provide sufficient retention time so that the sediment particles will fall out of suspension.

Limitations

- Turbidity curtains should not be used in flowing water; they are best suited for use in ponds, lakes, and very slow-moving rivers.
- Turbidity curtains should not be placed across the width of a channel.
- Removing sediment that has been deflected and settled out by the curtain may create a discharge problem through the resuspension of particles and by accidental dumping by the removal equipment.

Design and Installation

- Turbidity curtains should be oriented parallel to the direction of flow.
- The curtain should extend the entire depth of the watercourse in calm-water situations.
- In wave conditions, the curtain should extend to within 1 ft of the bottom of the watercourse, such that the curtain does not stir up sediment by hitting the bottom repeatedly. If it is

desirable for the curtain to reach the bottom in an active-water situation, a pervious filter fabric may be used for the bottom 1 ft.

- The top of the curtain should consist of flexible flotation buoys, and the bottom should be held down by a load line incorporated into the curtain fabric. The fabric should be a brightly colored impervious mesh.
- The curtain should be held in place by anchors placed at least every 100 ft.
- First, place the anchors, then tow the fabric out in a furled condition, and connect to the anchors. The anchors should be connected to the flotation devices, and not to the bottom of the curtain. Once in place, cut the furling lines, and allow the bottom of the curtain to sink.
- Consideration must be given to the probable outcome of the removal procedure. It must be determined if it will create more of a sediment problem through re-suspension of the particles or by accidental dumping of material during removal. It is recommended that the soil particles trapped by the turbidity curtain only be removed if there has been a significant change in the original contours of the affected area in the watercourse.
- Particles should always be allowed to settle for a minimum of 6 to 12 hours prior to their removal or prior to removal of the turbidity curtain.

Maintenance and Inspection:

- The curtain should be inspected for holes or other problems, and any repairs needed should be made promptly.
- Allow sediment to settle for 6 to 12 hours prior to removal of sediment or curtain. This means that after removing sediment, wait an additional 6 to 12 hours before removing the curtain.
- To remove, install furling lines along the curtain, detach from anchors, and tow out of the water.

K-rail River Isolation

Definition and Purpose

This temporary sediment control or stream isolation method uses K-rails to form the sediment deposition area, or to isolate the in-stream or near-bank construction area.

Barriers are placed end-to-end in a pre-designed configuration and gravel-filled bags are used at the toe of the barrier and at their abutting ends to seal and prevent movement of sediment beneath or through the barrier walls.

Appropriate Applications

The K-rail isolation can be used in streams with higher water velocities than many other isolation techniques.

- This technique is also useful at the toe of embankments, and cut or fill slopes.

Limitations

- The K-rail method should not be used to dewater a project site, as the barrier is not watertight.

Design and Installation

- To create a floor for the K-rail, move large rocks and obstructions. Place washed gravel and gravel-filled bags to create a level surface for K-rails to sit. Washed gravel should always be used.
- Place the bottom two K-rails adjacent to each other, and parallel to the direction of flow; fill the center portion with gravel bags. Then place the third K-rail on top of the bottom two. There should be sufficient gravel bags between the bottom K-rails such that the top rail is supported by the gravel. Place plastic sheeting around the K-rails, and secure at the bottom with gravel bags.
- Further support can be added by pinning and cabling the K-rails together. Also, large riprap and boulders can be used to support either side of the K-rail, especially where there is strong current.

Inspection and Maintenance:

- The barrier should be inspected and any leaks, holes, or other problems should be addressed immediately.
- Sediment should be allowed to settle for at least 6 to 12 hours prior to removal of sediment, and for 6 to 12 hours prior to removal of the barrier.

Stream Diversions

The selection of which stream diversion technique to use will depend upon the type of work involved, physical characteristics of the site, and the volume of water flowing through the project.

Advantages of a Pumped Diversion

- Downstream sediment transport can be nearly eliminated.
- Dewatering of the work area is possible.
- Pipes can be moved around to allow construction operations.
- The dams can serve as temporary access to the site.
- Increased flows can be managed by adding more pumping capacity.

Disadvantages of a Pumped Diversion

- Flow volume is limited by pump capacity.
- A pumped diversion requires 24 hour monitoring of pumps.
- Sudden rain could overtop dams.
- Erosion at the outlet.

- Minor in-stream disturbance is required to install and remove dams.

Advantages of Excavated Channels and Flumes

- Excavated channels isolate work from water flow and allow dewatering.
- Excavated channels can handle larger flows than pumps.

Disadvantages of Excavated Channels and Flumes

- Bypass channel or flume must be sized to handle flows, including possible floods.
- Channels must be protected from erosion.
- Flow diversion and re-direction with small dams involves in-stream disturbance and mobilization of sediment.

Design and Installation

- Installation guidelines will vary based on existing site conditions and type of diversion used.
- Pump capacity must be sufficient for design flow.
- A standby pump is required in case a primary pump fails.
- Dam materials used to create dams upstream and downstream of diversion should be erosion resistant; materials such as steel plate, sheet pile, sandbags, continuous berms, inflatable water bladders, etc., would be acceptable.

When constructing a diversion channel, begin excavation of the channel at the proposed downstream end, and work upstream. Once the watercourse to be diverted is reached and the excavated channel is stable, breach the upstream end and allow water to flow down the new channel. Once flow has been established in the diversion channel, install the diversion weir in the main channel; this will force all water to be diverted from the main channel.

Inspection and Maintenance

- Pumped diversions require 24 hour monitoring of pumps.
- Inspect embankments and diversion channels for damage to the linings, accumulating debris, sediment buildup, and adequacy of the slope protection. Remove debris and repair linings and slope protection as required. Remove holes, gaps, or scour.
- Upon completion of work, the diversion or isolation structure should be removed and flow should be redirected through the new culvert or back into the original stream channel. Recycle or reuse if applicable.
- Revegetate areas disturbed by BMP removal if needed.

Costs

Costs of clear water diversion vary considerably and can be very high.

Inspection and Maintenance

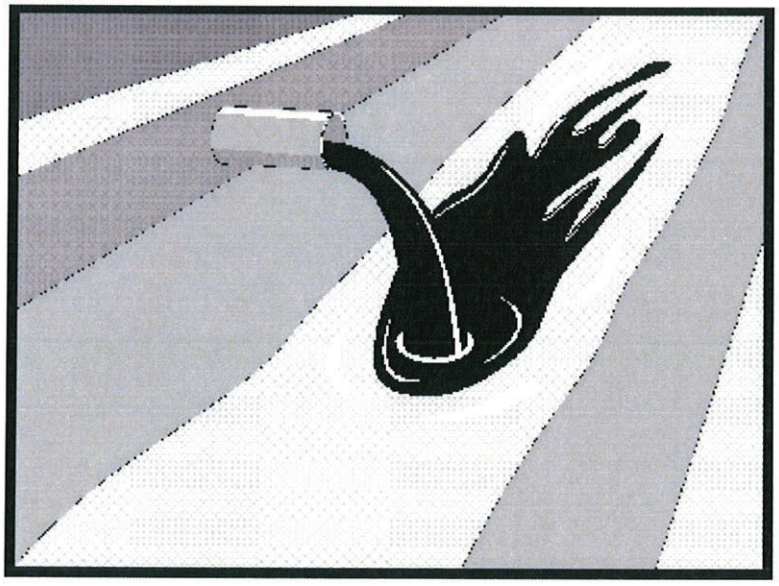
- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges occur.
- Refer to BMP-specific inspection and maintenance requirements.

References

California Bank and Shore Rock Slope Protection Design – Practitioners Guide and Field Evaluations of Riprap Methods, Caltrans Study No. F90TL03, October, 2000.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Illicit Connection/Discharge NS-6



Categories		
EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☑
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents	
Sediment	
Nutrients	☑
Trash	☑
Metals	☑
Bacteria	☑
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

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Description and Purpose

Procedures and practices designed for construction contractors to recognize illicit connections or illegally dumped or discharged materials on a construction site and report incidents.

Suitable Applications

This best management practice (BMP) applies to all construction projects. Illicit connection/discharge and reporting is applicable anytime an illicit connection or discharge is discovered or illegally dumped material is found on the construction site.

Limitations

Illicit connections and illegal discharges or dumping, for the purposes of this BMP, refer to discharges and dumping caused by parties other than the contractor. If pre-existing hazardous materials or wastes are known to exist onsite, they should be identified in the SWPPP and handled as set forth in the SWPPP.

Implementation

Planning

- Review the SWPPP. Pre-existing areas of contamination should be identified and documented in the SWPPP.
- Inspect site before beginning the job for evidence of illicit connections, illegal dumping or discharges. Document any pre-existing conditions and notify the owner.

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- Inspect site regularly during project execution for evidence of illicit connections, illegal dumping or discharges.
- Observe site perimeter for evidence for potential of illicitly discharged or illegally dumped material, which may enter the job site.

Identification of Illicit Connections and Illegal Dumping or Discharges

- **General** – unlabeled and unidentifiable material should be treated as hazardous.
- **Solids** - Look for debris, or rubbish piles. Solid waste dumping often occurs on roadways with light traffic loads or in areas not easily visible from the traveled way.
- **Liquids** - signs of illegal liquid dumping or discharge can include:
  - Visible signs of staining or unusual colors to the pavement or surrounding adjacent soils
  - Pungent odors coming from the drainage systems
  - Discoloration or oily substances in the water or stains and residues detained within ditches, channels or drain boxes
  - Abnormal water flow during the dry weather season
- **Urban Areas** - Evidence of illicit connections or illegal discharges is typically detected at storm drain outfall locations or at manholes. Signs of an illicit connection or illegal discharge can include:
  - Abnormal water flow during the dry weather season
  - Unusual flows in sub drain systems used for dewatering
  - Pungent odors coming from the drainage systems
  - Discoloration or oily substances in the water or stains and residues detained within ditches, channels or drain boxes
  - Excessive sediment deposits, particularly adjacent to or near active offsite construction projects
- **Rural Areas** - Illicit connections or illegal discharges involving irrigation drainage ditches are detected by visual inspections. Signs of an illicit discharge can include:
  - Abnormal water flow during the non-irrigation season
  - Non-standard junction structures
  - Broken concrete or other disturbances at or near junction structures

Reporting

Notify the owner of any illicit connections and illegal dumping or discharge incidents at the time of discovery. For illicit connections or discharges to the storm drain system, notify the local stormwater management agency. For illegal dumping, notify the local law enforcement agency.

Cleanup and Removal

The responsibility for cleanup and removal of illicit or illegal dumping or discharges will vary by location. Contact the local stormwater management agency for further information.

Costs

Costs to look for and report illicit connections and illegal discharges and dumping are low. The best way to avoid costs associated with illicit connections and illegal discharges and dumping is to keep the project perimeters secure to prevent access to the site, to observe the site for vehicles that should not be there, and to document any waste or hazardous materials that exist onsite before taking possession of the site.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect the site regularly to check for any illegal dumping or discharge.
- Prohibit employees and subcontractors from disposing of non-job related debris or materials at the construction site.
- Notify the owner of any illicit connections and illegal dumping or discharge incidents at the time of discovery.

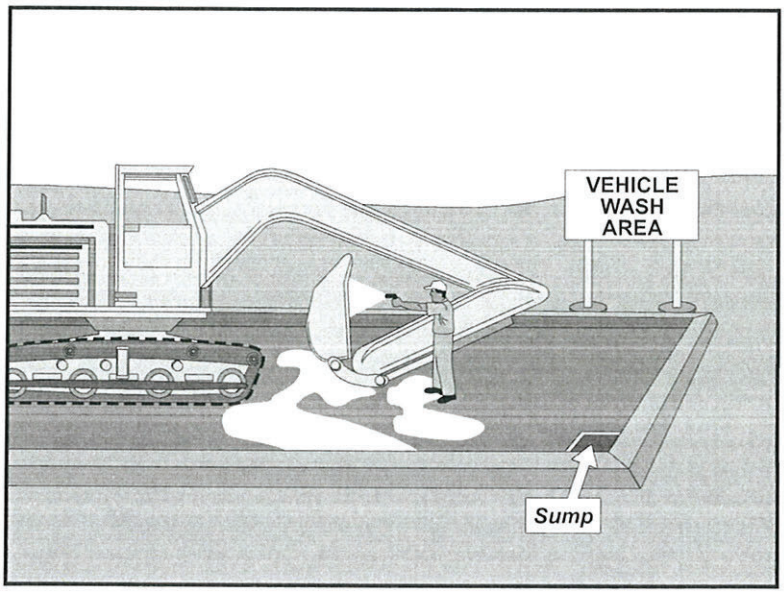
References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92005; USEPA, April 1992.

Vehicle and Equipment Cleaning NS-8



Categories		
EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☑
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents	
Sediment	☑
Nutrients	☑
Trash	
Metals	
Bacteria	
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

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Description and Purpose

Vehicle and equipment cleaning procedures and practices eliminate or reduce the discharge of pollutants to stormwater from vehicle and equipment cleaning operations. Procedures and practices include but are not limited to: using offsite facilities; washing in designated, contained areas only; eliminating discharges to the storm drain by infiltrating the wash water; and training employees and subcontractors in proper cleaning procedures.

Suitable Applications

These procedures are suitable on all construction sites where vehicle and equipment cleaning is performed.

Limitations

Even phosphate-free, biodegradable soaps have been shown to be toxic to fish before the soap degrades. Sending vehicles/equipment offsite should be done in conjunction with TC-1, Stabilized Construction Entrance/Exit.

Implementation

Other options to washing equipment onsite include contracting with either an offsite or mobile commercial washing business. These businesses may be better equipped to handle and dispose of the wash waters properly. Performing this work offsite can also be economical by eliminating the need for a separate washing operation onsite.

If washing operations are to take place onsite, then:

- Use phosphate-free, biodegradable soaps.
- Educate employees and subcontractors on pollution prevention measures.
- Do not permit steam cleaning onsite. Steam cleaning can generate significant pollutant concentrates.
- Cleaning of vehicles and equipment with soap, solvents or steam should not occur on the project site unless resulting wastes are fully contained and disposed of. Resulting wastes should not be discharged or buried, and must be captured and recycled or disposed according to the requirements of WM-10, Liquid Waste Management or WM-6, Hazardous Waste Management, depending on the waste characteristics. Minimize use of solvents. Use of diesel for vehicle and equipment cleaning is prohibited.
- All vehicles and equipment that regularly enter and leave the construction site must be cleaned offsite.
- When vehicle and equipment washing and cleaning must occur onsite, and the operation cannot be located within a structure or building equipped with appropriate disposal facilities, the outside cleaning area should have the following characteristics:
  - Located away from storm drain inlets, drainage facilities, or watercourses
  - Paved with concrete or asphalt and bermed to contain wash waters and to prevent runon and runoff
  - Configured with a sump to allow collection and disposal of wash water
  - No discharge of wash waters to storm drains or watercourses
  - Used only when necessary
- When cleaning vehicles and equipment with water:
  - Use as little water as possible. High-pressure sprayers may use less water than a hose and should be considered
  - Use positive shutoff valve to minimize water usage
  - Facility wash racks should discharge to a sanitary sewer, recycle system or other approved discharge system and must not discharge to the storm drainage system, watercourses, or to groundwater

Costs

Cleaning vehicles and equipment at an offsite facility may reduce overall costs for vehicle and equipment cleaning by eliminating the need to provide similar services onsite. When onsite cleaning is needed, the cost to establish appropriate facilities is relatively low on larger, long-duration projects, and moderate to high on small, short-duration projects.

Inspection and Maintenance

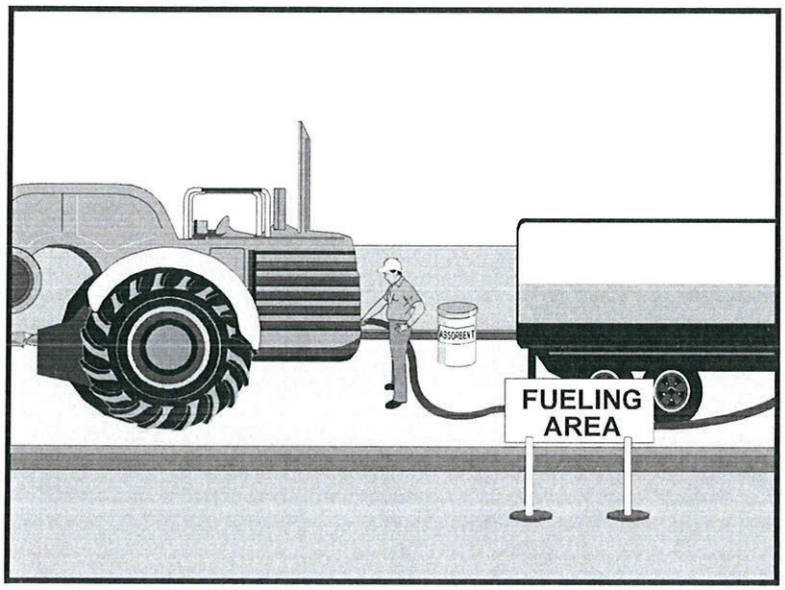
- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges occur.
- Inspection and maintenance is minimal, although some berm repair may be necessary.
- Monitor employees and subcontractors throughout the duration of the construction project to ensure appropriate practices are being implemented.
- Inspect sump regularly and remove liquids and sediment as needed.
- Prohibit employees and subcontractors from washing personal vehicles and equipment on the construction site.

References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Swisher, R.D. Surfactant Biodegradation, Marcel Decker Corporation, 1987.

Vehicle and Equipment Fueling NS-9



Categories		
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Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents	
Sediment	
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	☑
Organics	

Potential Alternatives

None

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Description and Purpose

Vehicle equipment fueling procedures and practices are designed to prevent fuel spills and leaks, and reduce or eliminate contamination of stormwater. This can be accomplished by using offsite facilities, fueling in designated areas only, enclosing or covering stored fuel, implementing spill controls, and training employees and subcontractors in proper fueling procedures.

Suitable Applications

These procedures are suitable on all construction sites where vehicle and equipment fueling takes place.

Limitations

Onsite vehicle and equipment fueling should only be used where it is impractical to send vehicles and equipment offsite for fueling. Sending vehicles and equipment offsite should be done in conjunction with TC-1, Stabilized Construction Entrance/ Exit.

Implementation

- Use offsite fueling stations as much as possible. These businesses are better equipped to handle fuel and spills properly. Performing this work offsite can also be economical by eliminating the need for a separate fueling area at a site.
- Discourage "topping-off" of fuel tanks.

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- Absorbent spill cleanup materials and spill kits should be available in fueling areas and on fueling trucks, and should be disposed of properly after use.
- Drip pans or absorbent pads should be used during vehicle and equipment fueling, unless the fueling is performed over an impermeable surface in a dedicated fueling area.
- Use absorbent materials on small spills. Do not hose down or bury the spill. Remove the adsorbent materials promptly and dispose of properly.
- Avoid mobile fueling of mobile construction equipment around the site; rather, transport the equipment to designated fueling areas. With the exception of tracked equipment such as bulldozers and large excavators, most vehicles should be able to travel to a designated area with little lost time.
- Train employees and subcontractors in proper fueling and cleanup procedures.
- When fueling must take place onsite, designate an area away from drainage courses to be used. Fueling areas should be identified in the SWPPP.
- Dedicated fueling areas should be protected from stormwater runon and runoff, and should be located at least 50 ft away from downstream drainage facilities and watercourses. Fueling must be performed on level-grade areas.
- Protect fueling areas with berms and dikes to prevent runon, runoff, and to contain spills.
- Nozzles used in vehicle and equipment fueling should be equipped with an automatic shutoff to control drips. Fueling operations should not be left unattended.
- Use vapor recovery nozzles to help control drips as well as air pollution where required by Air Quality Management Districts (AQMD).
- Federal, state, and local requirements should be observed for any stationary above ground storage tanks.

Costs

- All of the above measures are low cost except for the capital costs of above ground tanks that meet all local environmental, zoning, and fire codes.

Inspection and Maintenance

- Inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Vehicles and equipment should be inspected each day of use for leaks. Leaks should be repaired immediately or problem vehicles or equipment should be removed from the project site.
- Keep ample supplies of spill cleanup materials onsite.

- Immediately clean up spills and properly dispose of contaminated soil and cleanup materials.

References

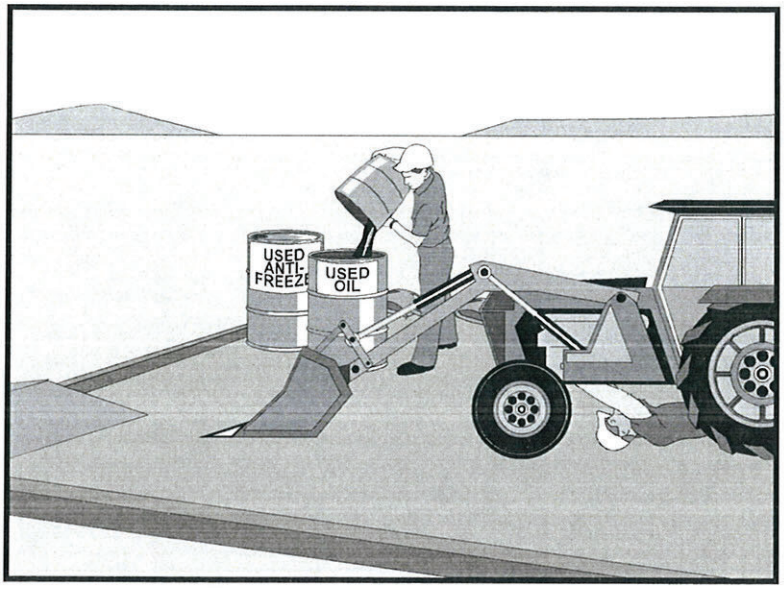
Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Coastal Nonpoint Pollution Control Program: Program Development and Approval Guidance, Working Group Working Paper; USEPA, April 1992.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92005; USEPA, April 1992.

Vehicle & Equipment Maintenance NS-10



Categories		
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Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents	
Sediment	
Nutrients	☑
Trash	☑
Metals	
Bacteria	
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

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Description and Purpose

Prevent or reduce the contamination of stormwater resulting from vehicle and equipment maintenance by running a "dry and clean site". The best option would be to perform maintenance activities at an offsite facility. If this option is not available then work should be performed in designated areas only, while providing cover for materials stored outside, checking for leaks and spills, and containing and cleaning up spills immediately. Employees and subcontractors must be trained in proper procedures.

Suitable Applications

These procedures are suitable on all construction projects where an onsite yard area is necessary for storage and maintenance of heavy equipment and vehicles.

Limitations

Onsite vehicle and equipment maintenance should only be used where it is impractical to send vehicles and equipment offsite for maintenance and repair. Sending vehicles/equipment offsite should be done in conjunction with TC-1, Stabilized Construction Entrance/Exit.

Outdoor vehicle or equipment maintenance is a potentially significant source of stormwater pollution. Activities that can contaminate stormwater include engine repair and service, changing or replacement of fluids, and outdoor equipment storage and parking (engine fluid leaks). For further information on vehicle or equipment servicing, see NS-8,

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Vehicle and Equipment Cleaning, and NS-9, Vehicle and Equipment Fueling.

Implementation

- Use offsite repair shops as much as possible. These businesses are better equipped to handle vehicle fluids and spills properly. Performing this work offsite can also be economical by eliminating the need for a separate maintenance area.
- If maintenance must occur onsite, use designated areas, located away from drainage courses. Dedicated maintenance areas should be protected from stormwater runon and runoff, and should be located at least 50 ft from downstream drainage facilities and watercourses.
- Drip pans or absorbent pads should be used during vehicle and equipment maintenance work that involves fluids, unless the maintenance work is performed over an impermeable surface in a dedicated maintenance area.
- Place a stockpile of spill cleanup materials where it will be readily accessible.
- All fueling trucks and fueling areas are required to have spill kits and/or use other spill protection devices.
- Use adsorbent materials on small spills. Remove the absorbent materials promptly and dispose of properly.
- Inspect onsite vehicles and equipment daily at startup for leaks, and repair immediately.
- Keep vehicles and equipment clean; do not allow excessive build-up of oil and grease.
- Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic and transmission fluids. Provide secondary containment and covers for these materials if stored onsite.
- Train employees and subcontractors in proper maintenance and spill cleanup procedures.
- Drip pans or plastic sheeting should be placed under all vehicles and equipment placed on docks, barges, or other structures over water bodies when the vehicle or equipment is planned to be idle for more than 1 hour.
- For long-term projects, consider using portable tents or covers over maintenance areas if maintenance cannot be performed offsite.
- Consider use of new, alternative greases and lubricants, such as adhesive greases, for chassis lubrication and fifth-wheel lubrication.
- Properly dispose of used oils, fluids, lubricants, and spill cleanup materials.
- Do not place used oil in a dumpster or pour into a storm drain or watercourse.
- Properly dispose of or recycle used batteries.
- Do not bury used tires.

- Repair leaks of fluids and oil immediately.

Listed below is further information if you must perform vehicle or equipment maintenance onsite.

Safer Alternative Products

- Consider products that are less toxic or hazardous than regular products. These products are often sold under an "environmentally friendly" label.
- Consider use of grease substitutes for lubrication of truck fifth-wheels. Follow manufacturers label for details on specific uses.
- Consider use of plastic friction plates on truck fifth-wheels in lieu of grease. Follow manufacturers label for details on specific uses.

Waste Reduction

Parts are often cleaned using solvents such as trichloroethylene, trichloroethane, or methylene chloride. Many of these cleaners are listed in California Toxic Rule as priority pollutants. These materials are harmful and must not contaminate stormwater. They must be disposed of as a hazardous waste. Reducing the number of solvents makes recycling easier and reduces hazardous waste management costs. Often, one solvent can perform a job as well as two different solvents. Also, if possible, eliminate or reduce the amount of hazardous materials and waste by substituting non-hazardous or less hazardous materials. For example, replace chlorinated organic solvents with non-chlorinated solvents. Non-chlorinated solvents like kerosene or mineral spirits are less toxic and less expensive to dispose of properly. Check the list of active ingredients to see whether it contains chlorinated solvents. The "chlor" term indicates that the solvent is chlorinated. Also, try substituting a wire brush for solvents to clean parts.

Recycling and Disposal

Separating wastes allows for easier recycling and may reduce disposal costs. Keep hazardous wastes separate, do not mix used oil solvents, and keep chlorinated solvents (like,-trichloroethane) separate from non-chlorinated solvents (like kerosene and mineral spirits). Promptly transfer used fluids to the proper waste or recycling drums. Don't leave full drip pans or other open containers lying around. Provide cover and secondary containment until these materials can be removed from the site.

Oil filters can be recycled. Ask your oil supplier or recycler about recycling oil filters.

Do not dispose of extra paints and coatings by dumping liquid onto the ground or throwing it into dumpsters. Allow coatings to dry or harden before disposal into covered dumpsters.

Store cracked batteries in a non-leaking secondary container. Do this with all cracked batteries, even if you think all the acid has drained out. If you drop a battery, treat it as if it is cracked. Put it into the containment area until you are sure it is not leaking.

Costs

All of the above are low cost measures. Higher costs are incurred to setup and maintain onsite maintenance areas.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges occur.
- Keep ample supplies of spill cleanup materials onsite.
- Maintain waste fluid containers in leak proof condition.
- Vehicles and equipment should be inspected on each day of use. Leaks should be repaired immediately or the problem vehicle(s) or equipment should be removed from the project site.
- Inspect equipment for damaged hoses and leaky gaskets routinely. Repair or replace as needed.

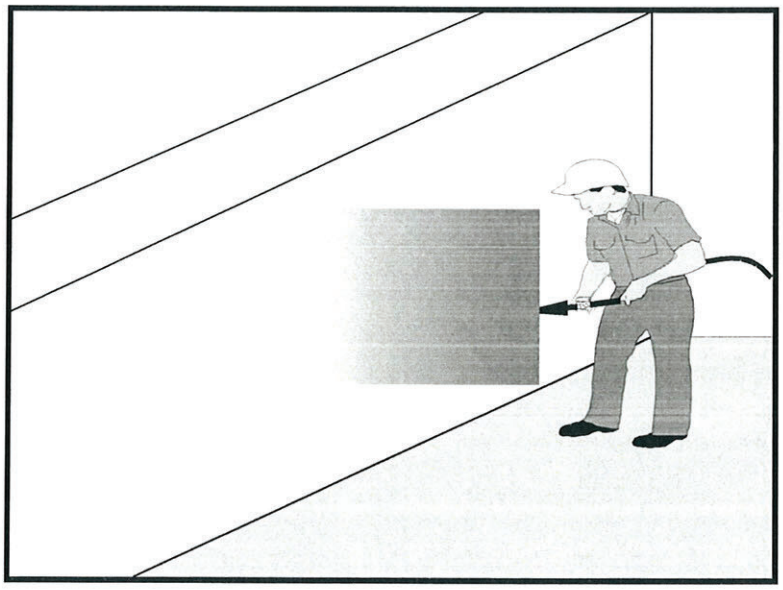
References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Coastal Nonpoint Pollution Control Program; Program Development and Approval Guidance, Working Group, Working Paper; USEPA, April 1992.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Concrete Curing NS-12



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SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☑
WM	Waste Management and Materials Pollution Control	☑

Legend:
☑ **Primary Category**
☒ **Secondary Category**

Targeted Constituents	
Sediment	☑
Nutrients	
Trash	
Metals	☑
Bacteria	
Oil and Grease	☑
Organics	

Potential Alternatives

None

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Description and Purpose

Concrete curing is used in the construction of structures such as bridges, retaining walls, pump houses, large slabs, and structured foundations. Concrete curing includes the use of both chemical and water methods.

Concrete and its associated curing materials have basic chemical properties that can raise the pH of water to levels outside of the permitted range. Discharges of stormwater and non-stormwater exposed to concrete during curing may have a high pH and may contain chemicals, metals, and fines. The General Permit incorporates Numeric Action Levels (NAL) for pH (see Section 2 of this handbook to determine your project's risk level and if you are subject to these requirements).

Proper procedures and care should be taken when managing concrete curing materials to prevent them from coming into contact with stormwater flows, which could result in a high pH discharge.

Suitable Applications

Suitable applications include all projects where Portland Cement Concrete (PCC) and concrete curing chemicals are placed where they can be exposed to rainfall, runoff from other areas, or where runoff from the PCC will leave the site.

Limitations

- Runoff contact with concrete waste can raise pH levels in the water to environmentally harmful levels and trigger permit violations.

Implementation

Chemical Curing

- Avoid over spray of curing compounds.
- Minimize the drift by applying the curing compound close to the concrete surface. Apply an amount of compound that covers the surface, but does not allow any runoff of the compound.
- Use proper storage and handling techniques for concrete curing compounds. Refer to WM-1, Material Delivery and Storage.
- Protect drain inlets prior to the application of curing compounds.
- Refer to WM-4, Spill Prevention and Control.

Water Curing for Bridge Decks, Retaining Walls, and other Structures

- Direct cure water away from inlets and watercourses to collection areas for evaporation or other means of removal in accordance with all applicable permits. See WM-8 Concrete Waste Management.
- Collect cure water at the top of slopes and transport to a concrete waste management area in a non-erosive manner. See EC-9 Earth Dikes and Drainage Swales, EC-10, Velocity Dissipation Devices, and EC-11, Slope Drains.
- Utilize wet blankets or a similar method that maintains moisture while minimizing the use and possible discharge of water.

Education

- Educate employees, subcontractors, and suppliers on proper concrete curing techniques to prevent contact with discharge as described herein.
- Arrange for the QSP or the appropriately trained contractor's superintendent or representative to oversee and enforce concrete curing procedures.

Costs

All of the above measures are generally low cost.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities.
- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges occur.

- Sample non-stormwater discharges and stormwater runoff that contacts uncured and partially cured concrete as required by the General Permit.
- Ensure that employees and subcontractors implement appropriate measures for storage, handling, and use of curing compounds.
- Inspect cure containers and spraying equipment for leaks.

References

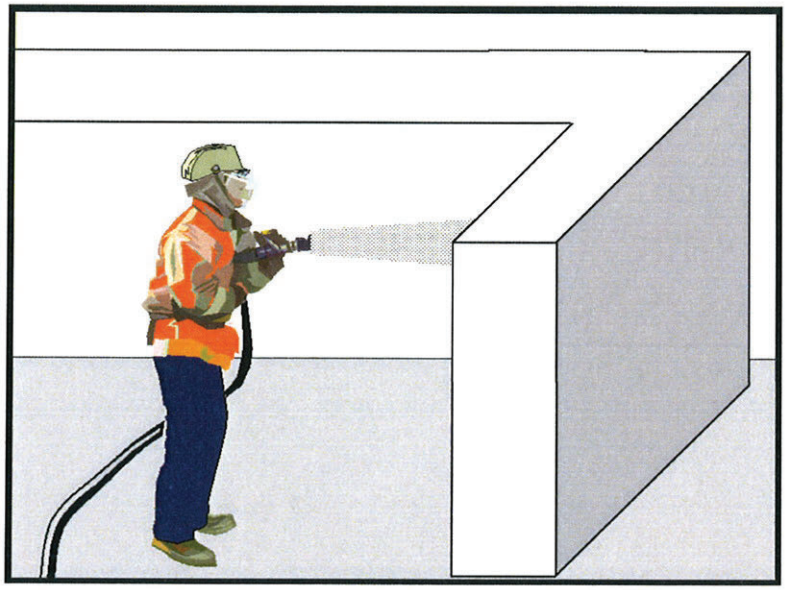
Blue Print for a Clean Bay-Construction-Related Industries: Best Management Practices for Stormwater Pollution Prevention; Santa Clara Valley Non Point Source Pollution Control Program, 1992.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92005; USEPA, April 1992.

Erosion and Sediment Control Manual, Oregon Department of Environmental Quality, February 2005.

Concrete Finishing NS-13



Categories		
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WM	Waste Management and Materials Pollution Control	☑

Legend:

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☒ **Secondary Category**

Targeted Constituents	
Sediment	☑
Nutrients	
Trash	
Metals	☑
Bacteria	
Oil and Grease	
Organics	☑

Potential Alternatives

None

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Description and Purpose

Concrete finishing methods are used for bridge deck rehabilitation, paint removal, curing compound removal, and final surface finish appearances. Methods include sand blasting, shot blasting, grinding, or high pressure water blasting. Stormwater and non-stormwater exposed to concrete finishing by-products may have a high pH and may contain chemicals, metals, and fines. Proper procedures and implementation of appropriate BMPs can minimize the impact that concrete-finishing methods may have on stormwater and non-stormwater discharges.

The General Permit incorporates Numeric Action Levels (NAL) for pH (see Section 2 of this handbook to determine your project's risk level and if you are subject to these requirements).

Concrete and its associated curing materials have basic chemical properties that can raise pH levels outside of the permitted range. Additional care should be taken when managing these materials to prevent them from coming into contact with stormwater flows, which could lead to exceedances of the General Permit requirements.

Suitable Applications

These procedures apply to all construction locations where concrete finishing operations are performed.

Limitations

- Runoff contact with concrete waste can raise pH levels in the water to environmentally harmful levels and trigger permit violations.

Implementation

- Collect and properly dispose of water from high-pressure water blasting operations.
- Collect contaminated water from blasting operations at the top of slopes. Transport or dispose of contaminated water while using BMPs such as those for erosion control. Refer to EC-9, Earth Dikes and Drainage Swales, EC-10, Velocity Dissipation Devices, and EC-11, Slope Drains.
- Direct water from blasting operations away from inlets and watercourses to collection areas for infiltration or other means of removal (dewatering). Refer to NS-2 Dewatering Operations.
- Protect inlets during sandblasting operations. Refer to SE-10, Storm Drain Inlet Protection.
- Refer to WM-8, Concrete Waste Management for disposal of concrete debris.
- Minimize the drift of dust and blast material as much as possible by keeping the blasting nozzle close to the surface.
- When blast residue contains a potentially hazardous waste, refer to WM-6, Hazardous Waste Management.

Education

- Educate employees, subcontractors, and suppliers on proper concrete finishing techniques to prevent contact with discharge as described herein.
- Arrange for the QSP or the appropriately trained contractor's superintendent or representative to oversee and enforce concrete finishing procedures.

Costs

These measures are generally of low cost.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities.
- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges occur.
- Sample non-stormwater discharges and stormwater runoff that contacts concrete dust and debris as required by the General Permit.

- Sweep or vacuum up debris from sandblasting at the end of each shift.
- At the end of each work shift, remove and contain liquid and solid waste from containment structures, if any, and from the general work area.
- Inspect containment structures for damage prior to use and prior to onset of forecasted rain.

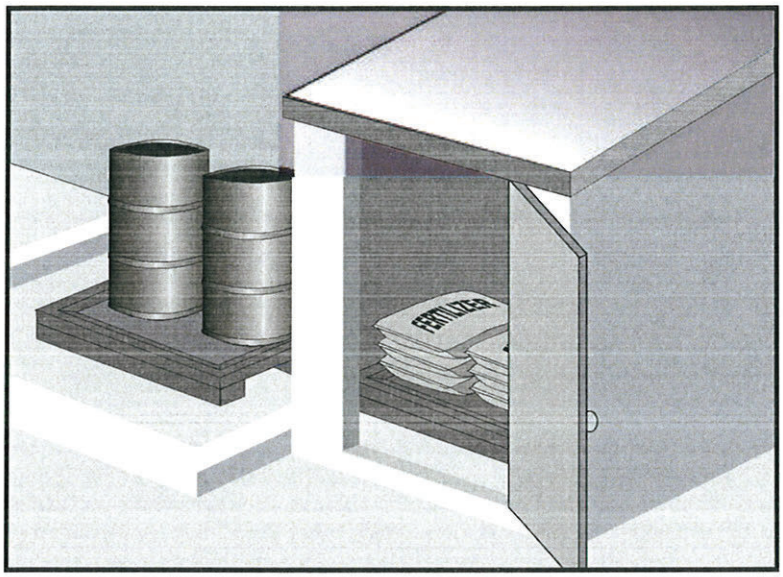
References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92005; USEPA, April 1992.

Material Delivery and Storage WM-1



Categories		
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☑ **Primary Category**

☒ **Secondary Category**

Targeted Constituents	
Sediment	☑
Nutrients	☑
Trash	☑
Metals	☑
Bacteria	
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

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Description and Purpose

Prevent, reduce, or eliminate the discharge of pollutants from material delivery and storage to the stormwater system or watercourses by minimizing the storage of hazardous materials onsite, storing materials in watertight containers and/or a completely enclosed designated area, installing secondary containment, conducting regular inspections, and training employees and subcontractors.

This best management practice covers only material delivery and storage. For other information on materials, see WM-2, Material Use, or WM-4, Spill Prevention and Control. For information on wastes, see the waste management BMPs in this section.

Suitable Applications

These procedures are suitable for use at all construction sites with delivery and storage of the following materials:

- Soil stabilizers and binders
- Pesticides and herbicides
- Fertilizers
- Detergents
- Plaster
- Petroleum products such as fuel, oil, and grease

- Asphalt and concrete components
- Hazardous chemicals such as acids, lime, glues, adhesives, paints, solvents, and curing compounds
- Concrete compounds
- Other materials that may be detrimental if released to the environment

Limitations

- Space limitation may preclude indoor storage.
- Storage sheds often must meet building and fire code requirements.

Implementation

The following steps should be taken to minimize risk:

- Chemicals must be stored in water tight containers with appropriate secondary containment or in a storage shed.
- When a material storage area is located on bare soil, the area should be lined and bermed.
- Use containment pallets or other practical and available solutions, such as storing materials within newly constructed buildings or garages, to meet material storage requirements.
- Stack erodible landscape material on pallets and cover when not in use.
- Contain all fertilizers and other landscape materials when not in use.
- Temporary storage areas should be located away from vehicular traffic.
- Material Safety Data Sheets (MSDS) should be available on-site for all materials stored that have the potential to effect water quality.
- Construction site areas should be designated for material delivery and storage.
- Material delivery and storage areas should be located away from waterways, if possible.
  - Avoid transport near drainage paths or waterways.
  - Surround with earth berms or other appropriate containment BMP. See EC-9, Earth Dikes and Drainage Swales.
  - Place in an area that will be paved.
- Storage of reactive, ignitable, or flammable liquids must comply with the fire codes of your area. Contact the local Fire Marshal to review site materials, quantities, and proposed storage area to determine specific requirements. See the Flammable and Combustible Liquid Code, NFPA30.
- An up to date inventory of materials delivered and stored onsite should be kept.

- Hazardous materials storage onsite should be minimized.
- Hazardous materials should be handled as infrequently as possible.
- Keep ample spill cleanup supplies appropriate for the materials being stored. Ensure that cleanup supplies are in a conspicuous, labeled area.
- Employees and subcontractors should be trained on the proper material delivery and storage practices.
- Employees trained in emergency spill cleanup procedures must be present when dangerous materials or liquid chemicals are unloaded.
- If significant residual materials remain on the ground after construction is complete, properly remove and dispose of materials and any contaminated soil. See WM-7, Contaminated Soil Management. If the area is to be paved, pave as soon as materials are removed to stabilize the soil.

Material Storage Areas and Practices

- Liquids, petroleum products, and substances listed in 40 CFR Parts 110, 117, or 302 should be stored in approved containers and drums and should not be overfilled. Containers and drums should be placed in temporary containment facilities for storage.
- A temporary containment facility should provide for a spill containment volume able to contain precipitation from a 25 year storm event, plus the greater of 10% of the aggregate volume of all containers or 100% of the capacity of the largest container within its boundary, whichever is greater.
- A temporary containment facility should be impervious to the materials stored therein for a minimum contact time of 72 hours.
- A temporary containment facility should be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spills should be collected and placed into drums. These liquids should be handled as a hazardous waste unless testing determines them to be non-hazardous. All collected liquids or non-hazardous liquids should be sent to an approved disposal site.
- Sufficient separation should be provided between stored containers to allow for spill cleanup and emergency response access.
- Incompatible materials, such as chlorine and ammonia, should not be stored in the same temporary containment facility.
- Materials should be covered prior to, and during rain events.
- Materials should be stored in their original containers and the original product labels should be maintained in place in a legible condition. Damaged or otherwise illegible labels should be replaced immediately.

- Bagged and boxed materials should be stored on pallets and should not be allowed to accumulate on the ground. To provide protection from wind and rain throughout the rainy season, bagged and boxed materials should be covered during non-working days and prior to and during rain events.
- Stockpiles should be protected in accordance with WM-3, Stockpile Management.
- Materials should be stored indoors within existing structures or completely enclosed storage sheds when available.
- Proper storage instructions should be posted at all times in an open and conspicuous location.
- An ample supply of appropriate spill clean up material should be kept near storage areas.
- Also see WM-6, Hazardous Waste Management, for storing of hazardous wastes.

Material Delivery Practices

- Keep an accurate, up-to-date inventory of material delivered and stored onsite.
- Arrange for employees trained in emergency spill cleanup procedures to be present when dangerous materials or liquid chemicals are unloaded.

Spill Cleanup

- Contain and clean up any spill immediately.
- Properly remove and dispose of any hazardous materials or contaminated soil if significant residual materials remain on the ground after construction is complete. See WM-7, Contaminated Soil Management.
- See WM-4, Spill Prevention and Control, for spills of chemicals and/or hazardous materials.
- If spills or leaks of materials occur that are not contained and could discharge to surface waters, non-visible sampling of site discharge may be required. Refer to the General Permit or to your project specific Construction Site Monitoring Plan to determine if and where sampling is required.

Cost

- The largest cost of implementation may be in the construction of a materials storage area that is covered and provides secondary containment.

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Keep storage areas clean and well organized, including a current list of all materials onsite.
- Inspect labels on containers for legibility and accuracy.

- Repair or replace perimeter controls, containment structures, covers, and liners as needed to maintain proper function.

References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

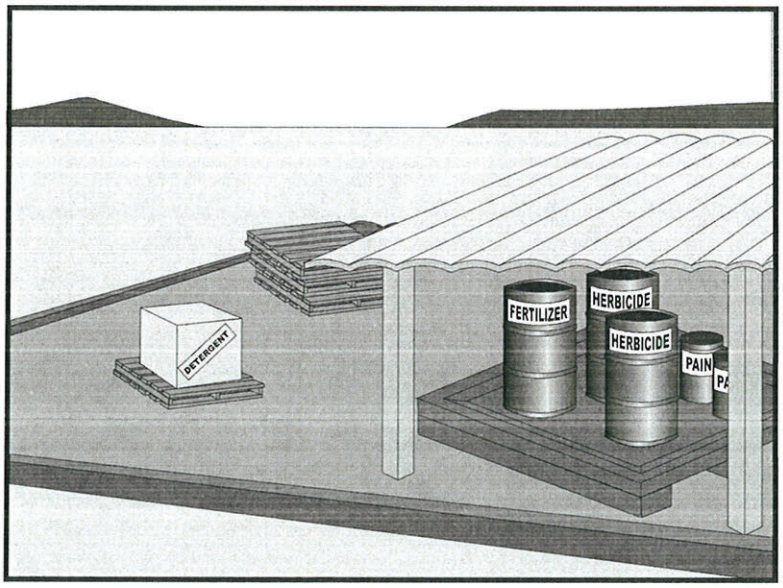
Coastal Nonpoint Pollution Control Program: Program Development and Approval Guidance, Working Group Working Paper; USEPA, April 1992.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

Material Use

WM-2



Categories

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	☑

Legend:

☑ **Primary Category**

☒ **Secondary Category**

Targeted Constituents

Sediment	☑
Nutrients	☑
Trash	☑
Metals	☑
Bacteria	
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

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Description and Purpose

Prevent or reduce the discharge of pollutants to the storm drain system or watercourses from material use by using alternative products, minimizing hazardous material use onsite, and training employees and subcontractors.

Suitable Applications

This BMP is suitable for use at all construction projects. These procedures apply when the following materials are used or prepared onsite:

- Pesticides and herbicides
- Fertilizers
- Detergents
- Petroleum products such as fuel, oil, and grease
- Asphalt and other concrete components
- Other hazardous chemicals such as acids, lime, glues, adhesives, paints, solvents, and curing compounds
- Other materials that may be detrimental if released to the environment

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CALIFORNIA STORMWATER QUALITY ASSOCIATION

Limitations

Safer alternative building and construction products may not be available or suitable in every instance.

Implementation

The following steps should be taken to minimize risk:

- Minimize use of hazardous materials onsite.
- Follow manufacturer instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals.
- Train personnel who use pesticides. The California Department of Pesticide Regulation and county agricultural commissioners license pesticide dealers, certify pesticide applicators, and conduct onsite inspections.
- The preferred method of termiticide application is soil injection near the existing or proposed structure foundation/slab; however, if not feasible, soil drench application of termiticides should follow EPA label guidelines and the following recommendations (most of which are applicable to most pesticide applications):
  - Do not treat soil that is water-saturated or frozen.
  - Application shall not commence within 24-hours of a predicted precipitation event with a 40% or greater probability. Weather tracking must be performed on a daily basis prior to termiticide application and during the period of termiticide application.
  - Do not allow treatment chemicals to runoff from the target area. Apply proper quantity to prevent excess runoff. Provide containment for and divert stormwater from application areas using berms or diversion ditches during application.
  - Dry season: Do not apply within 10 feet of storm drains. Do not apply within 25 feet of aquatic habitats (such as, but not limited to, lakes; reservoirs; rivers; permanent streams; marshes or ponds; estuaries; and commercial fish farm ponds).
  - Wet season: Do not apply within 50 feet of storm drains or aquatic habitats (such as, but not limited to, lakes; reservoirs; rivers; permanent streams; marshes or ponds; estuaries; and commercial fish farm ponds) unless a vegetative buffer is present (if so, refer to dry season requirements).
  - Do not make on-grade applications when sustained wind speeds are above 10 mph (at application site) at nozzle end height.
  - Cover treatment site prior to a rain event in order to prevent run-off of the pesticide into non-target areas. The treated area should be limited to a size that can be backfilled and/or covered by the end of the work shift. Backfilling or covering of the treated area shall be done by the end of the same work shift in which the application is made.
  - The applicator must either cover the soil him/herself or provide written notification of the above requirement to the contractor on site and to the person commissioning the

application (if different than the contractor). If notice is provided to the contractor or the person commissioning the application, then they are responsible under the Federal Insecticide Fungicide, and Rodenticide Act (FIFRA) to ensure that: 1) if the concrete slab cannot be poured over the treated soil within 24 hours of application, the treated soil is covered with a waterproof covering (such as polyethylene sheeting), and 2) the treated soil is covered if precipitation is predicted to occur before the concrete slab is scheduled to be poured.

- Do not over-apply fertilizers, herbicides, and pesticides. Prepare only the amount needed. Follow the recommended usage instructions. Over-application is expensive and environmentally harmful. Unless on steep slopes, till fertilizers into the soil rather than hydraulic application. Apply surface dressings in several smaller applications, as opposed to one large application, to allow time for infiltration and to avoid excess material being carried offsite by runoff. Do not apply these chemicals before predicted rainfall.
- Train employees and subcontractors in proper material use.
- Supply Material Safety Data Sheets (MSDS) for all materials.
- Dispose of latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths, when thoroughly dry and are no longer hazardous, with other construction debris.
- Do not remove the original product label; it contains important safety and disposal information. Use the entire product before disposing of the container.
- Mix paint indoors or in a containment area. Never clean paintbrushes or rinse paint containers into a street, gutter, storm drain, or watercourse. Dispose of any paint thinners, residue, and sludge(s) that cannot be recycled, as hazardous waste.
- For water-based paint, clean brushes to the extent practicable, and rinse to a drain leading to a sanitary sewer where permitted, or contain for proper disposal off site. For oil-based paints, clean brushes to the extent practicable, and filter and reuse thinners and solvents.
- Use recycled and less hazardous products when practical. Recycle residual paints, solvents, non-treated lumber, and other materials.
- Use materials only where and when needed to complete the construction activity. Use safer alternative materials as much as possible. Reduce or eliminate use of hazardous materials onsite when practical.
- Document the location, time, chemicals applied, and applicator's name and qualifications.
- Keep an ample supply of spill clean up material near use areas. Train employees in spill clean up procedures.
- Avoid exposing applied materials to rainfall and runoff unless sufficient time has been allowed for them to dry.
- Discontinue use of erodible landscape material within 2 days prior to a forecasted rain event and materials should be covered and/or bermed.

- Provide containment for material use areas such as masons' areas or paint mixing/preparation areas to prevent materials/pollutants from entering stormwater.

Costs

All of the above are low cost measures.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities.
- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Ensure employees and subcontractors throughout the job are using appropriate practices.

References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

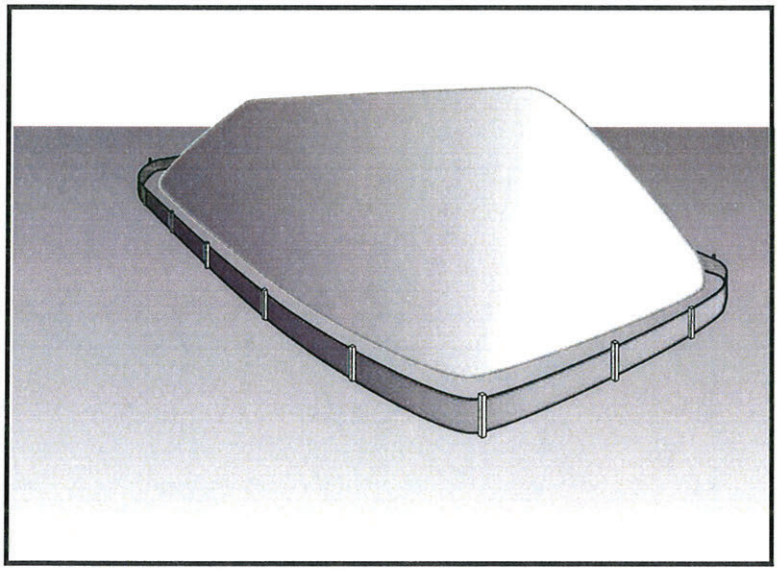
Coastal Nonpoint Pollution Control Program: Program Development and Approval Guidance, Working Group Working Paper; USEPA, April 1992.

Comments on Risk Assessments Risk Reduction Options for Cypermethrin: Docket No. OPP–2005–0293; California Stormwater Quality Association (CASQA) letter to USEPA, 2006.Environmental Hazard and General Labeling for Pyrethroid Non-Agricultural Outdoor Products, EPA-HQ-OPP-2008-0331-0021; USEPA, 2008.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

Stockpile Management WM-3



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Legend:

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Targeted Constituents	
Sediment	☑
Nutrients	☑
Trash	☑
Metals	☑
Bacteria	
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

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Description and Purpose

Stockpile management procedures and practices are designed to reduce or eliminate air and stormwater pollution from stockpiles of soil, soil amendments, sand, paving materials such as portland cement concrete (PCC) rubble, asphalt concrete (AC), asphalt concrete rubble, aggregate base, aggregate sub base or pre-mixed aggregate, asphalt minder (so called "cold mix" asphalt), and pressure treated wood.

Suitable Applications

Implement in all projects that stockpile soil and other loose materials.

Limitations

- Plastic sheeting as a stockpile protection is temporary and hard to manage in windy conditions. Where plastic is used, consider use of plastic tarps with nylon reinforcement which may be more durable than standard sheeting.
- Plastic sheeting can increase runoff volume due to lack of infiltration and potentially cause perimeter control failure.
- Plastic sheeting breaks down faster in sunlight.
- The use of Plastic materials and photodegradable plastics should be avoided.

Implementation

Protection of stockpiles is a year-round requirement. To properly manage stockpiles:

- On larger sites, a minimum of 50 ft separation from concentrated flows of stormwater, drainage courses, and inlets is recommended.
- After 14 days of inactivity, a stockpile is non-active and requires further protection described below. All stockpiles are required to be protected as non-active stockpiles immediately if they are not scheduled to be used within 14 days.
- Protect all stockpiles from stormwater runon using temporary perimeter sediment barriers such as compost berms (SE-13), temporary silt dikes (SE-12), fiber rolls (SE-5), silt fences (SE-1), sandbags (SE-8), gravel bags (SE-6), or biofilter bags (SE-14). Refer to the individual fact sheet for each of these controls for installation information.
- Implement wind erosion control practices as appropriate on all stockpiled material. For specific information, see WE-1, Wind Erosion Control.
- Manage stockpiles of contaminated soil in accordance with WM-7, Contaminated Soil Management.
- Place bagged materials on pallets and under cover.
- Ensure that stockpile coverings are installed securely to protect from wind and rain.
- Some plastic covers withstand weather and sunlight better than others. Select cover materials or methods based on anticipated duration of use.

Protection of Non-Active Stockpiles

A stockpile is considered non-active if it either is not used for 14 days or if it is scheduled not to be used for 14 days or more. Stockpiles need to be protected immediately if they are not scheduled to be used within 14 days. Non-active stockpiles of the identified materials should be protected as follows:

Soil stockpiles

- Soil stockpiles should be covered or protected with soil stabilization measures and a temporary perimeter sediment barrier at all times.
- Temporary vegetation should be considered for topsoil piles that will be stockpiled for extended periods.

Stockpiles of Portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, or aggregate sub base

- Stockpiles should be covered and protected with a temporary perimeter sediment barrier at all times.

Stockpiles of "cold mix"

- Cold mix stockpiles should be placed on and covered with plastic sheeting or comparable material at all times and surrounded by a berm.

Stockpiles of fly ash, stucco, hydrated lime

- Stockpiles of materials that may raise the pH of runoff (i.e., basic materials) should be covered with plastic and surrounded by a berm.

Stockpiles/Storage of wood (Pressure treated with chromated copper arsenate or ammoniacal copper zinc arsenate

- Treated wood should be covered with plastic sheeting or comparable material at all times and surrounded by a berm.

Protection of Active Stockpiles

A stockpile is active when it is being used or is scheduled to be used within 14 days of the previous use. Active stockpiles of the identified materials should be protected as follows:

- All stockpiles should be covered and protected with a temporary linear sediment barrier prior to the onset of precipitation.
- Stockpiles of "cold mix" and treated wood, and basic materials should be placed on and covered with plastic sheeting or comparable material and surrounded by a berm prior to the onset of precipitation.
- The downstream perimeter of an active stockpile should be protected with a linear sediment barrier or berm and runoff should be diverted around or away from the stockpile on the upstream perimeter.

Costs

For cost information associated with stockpile protection refer to the individual erosion or sediment control BMP fact sheet considered for implementation (For example, refer to SE-1 Silt Fence for installation of silt fence around the perimeter of a stockpile.)

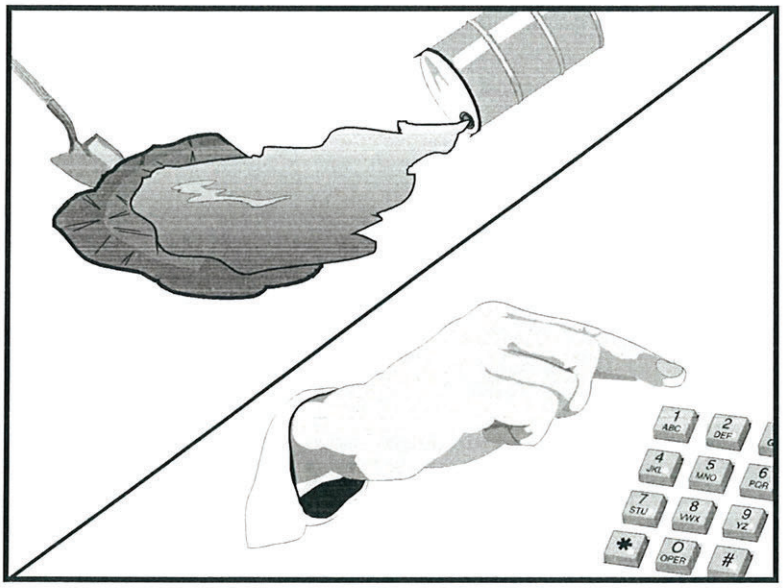
Inspection and Maintenance

- Stockpiles must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- It may be necessary to inspect stockpiles covered with plastic sheeting more frequently during certain conditions (for example, high winds or extreme heat).
- Repair and/or replace perimeter controls and covers as needed to keep them functioning properly.
- Sediment shall be removed when it reaches one-third of the barrier height.

References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Spill Prevention and Control WM-4



Categories		
EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	☑

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents	
Sediment	☑
Nutrients	☑
Trash	☑
Metals	☑
Bacteria	
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

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Description and Purpose

Prevent or reduce the discharge of pollutants to drainage systems or watercourses from leaks and spills by reducing the chance for spills, stopping the source of spills, containing and cleaning up spills, properly disposing of spill materials, and training employees.

This best management practice covers only spill prevention and control. However, WM-1, Materials Delivery and Storage, and WM-2, Material Use, also contain useful information, particularly on spill prevention. For information on wastes, see the waste management BMPs in this section.

Suitable Applications

This BMP is suitable for all construction projects. Spill control procedures are implemented anytime chemicals or hazardous substances are stored on the construction site, including the following materials:

- Soil stabilizers/binders
- Dust palliatives
- Herbicides
- Growth inhibitors
- Fertilizers
- Deicing/anti-icing chemicals

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- Fuels
- Lubricants
- Other petroleum distillates

Limitations

- In some cases it may be necessary to use a private spill cleanup company.
- This BMP applies to spills caused by the contractor and subcontractors.
- Procedures and practices presented in this BMP are general. Contractor should identify appropriate practices for the specific materials used or stored onsite

Implementation

The following steps will help reduce the stormwater impacts of leaks and spills:

Education

- Be aware that different materials pollute in different amounts. Make sure that each employee knows what a "significant spill" is for each material they use, and what is the appropriate response for "significant" and "insignificant" spills.
- Educate employees and subcontractors on potential dangers to humans and the environment from spills and leaks.
- Hold regular meetings to discuss and reinforce appropriate disposal procedures (incorporate into regular safety meetings).
- Establish a continuing education program to indoctrinate new employees.
- Have contractor's superintendent or representative oversee and enforce proper spill prevention and control measures.

General Measures

- To the extent that the work can be accomplished safely, spills of oil, petroleum products, substances listed under 40 CFR parts 110,117, and 302, and sanitary and septic wastes should be contained and cleaned up immediately.
- Store hazardous materials and wastes in covered containers and protect from vandalism.
- Place a stockpile of spill cleanup materials where it will be readily accessible.
- Train employees in spill prevention and cleanup.
- Designate responsible individuals to oversee and enforce control measures.
- Spills should be covered and protected from stormwater runon during rainfall to the extent that it doesn't compromise clean up activities.
- Do not bury or wash spills with water.

- Store and dispose of used clean up materials, contaminated materials, and recovered spill material that is no longer suitable for the intended purpose in conformance with the provisions in applicable BMPs.
- Do not allow water used for cleaning and decontamination to enter storm drains or watercourses. Collect and dispose of contaminated water in accordance with WM-10, Liquid Waste Management.
- Contain water overflow or minor water spillage and do not allow it to discharge into drainage facilities or watercourses.
- Place proper storage, cleanup, and spill reporting instructions for hazardous materials stored or used on the project site in an open, conspicuous, and accessible location.
- Keep waste storage areas clean, well organized, and equipped with ample cleanup supplies as appropriate for the materials being stored. Perimeter controls, containment structures, covers, and liners should be repaired or replaced as needed to maintain proper function.

Cleanup

- Clean up leaks and spills immediately.
- Use a rag for small spills on paved surfaces, a damp mop for general cleanup, and absorbent material for larger spills. If the spilled material is hazardous, then the used cleanup materials are also hazardous and must be sent to either a certified laundry (rags) or disposed of as hazardous waste.
- Never hose down or bury dry material spills. Clean up as much of the material as possible and dispose of properly. See the waste management BMPs in this section for specific information.

Minor Spills

- Minor spills typically involve small quantities of oil, gasoline, paint, etc. which can be controlled by the first responder at the discovery of the spill.
- Use absorbent materials on small spills rather than hosing down or burying the spill.
- Absorbent materials should be promptly removed and disposed of properly.
- Follow the practice below for a minor spill:
  - Contain the spread of the spill.
  - Recover spilled materials.
  - Clean the contaminated area and properly dispose of contaminated materials.

Semi-Significant Spills

- Semi-significant spills still can be controlled by the first responder along with the aid of other personnel such as laborers and the foreman, etc. This response may require the cessation of all other activities.

- Spills should be cleaned up immediately:
  - Contain spread of the spill.
  - Notify the project foreman immediately.
  - If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (absorbent materials, cat litter and/or rags). Contain the spill by encircling with absorbent materials and do not let the spill spread widely.
  - If the spill occurs in dirt areas, immediately contain the spill by constructing an earthen dike. Dig up and properly dispose of contaminated soil.
  - If the spill occurs during rain, cover spill with tarps or other material to prevent contaminating runoff.

Significant/Hazardous Spills

- For significant or hazardous spills that cannot be controlled by personnel in the immediate vicinity, the following steps should be taken:
  - Notify the local emergency response by dialing 911. In addition to 911, the contractor will notify the proper county officials. It is the contractor's responsibility to have all emergency phone numbers at the construction site.
  - Notify the Governor's Office of Emergency Services Warning Center, (916) 845-8911.
  - For spills of federal reportable quantities, in conformance with the requirements in 40 CFR parts 110,119, and 302, the contractor should notify the National Response Center at (800) 424-8802.
  - Notification should first be made by telephone and followed up with a written report.
  - The services of a spills contractor or a Haz-Mat team should be obtained immediately. Construction personnel should not attempt to clean up until the appropriate and qualified staffs have arrived at the job site.
  - Other agencies which may need to be consulted include, but are not limited to, the Fire Department, the Public Works Department, the Coast Guard, the Highway Patrol, the City/County Police Department, Department of Toxic Substances, California Division of Oil and Gas, Cal/OSHA, etc.

Reporting

- Report significant spills to local agencies, such as the Fire Department; they can assist in cleanup.
- Federal regulations require that any significant oil spill into a water body or onto an adjoining shoreline be reported to the National Response Center (NRC) at 800-424-8802 (24 hours).

Use the following measures related to specific activities:

Vehicle and Equipment Maintenance

- If maintenance must occur onsite, use a designated area and a secondary containment, located away from drainage courses, to prevent the runon of stormwater and the runoff of spills.
- Regularly inspect onsite vehicles and equipment for leaks and repair immediately
- Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment onsite.
- Always use secondary containment, such as a drain pan or drop cloth, to catch spills or leaks when removing or changing fluids.
- Place drip pans or absorbent materials under paving equipment when not in use.
- Use absorbent materials on small spills rather than hosing down or burying the spill. Remove the absorbent materials promptly and dispose of properly.
- Promptly transfer used fluids to the proper waste or recycling drums. Don't leave full drip pans or other open containers lying around
- Oil filters disposed of in trashcans or dumpsters can leak oil and pollute stormwater. Place the oil filter in a funnel over a waste oil-recycling drum to drain excess oil before disposal. Oil filters can also be recycled. Ask the oil supplier or recycler about recycling oil filters.
- Store cracked batteries in a non-leaking secondary container. Do this with all cracked batteries even if you think all the acid has drained out. If you drop a battery, treat it as if it is cracked. Put it into the containment area until you are sure it is not leaking.

Vehicle and Equipment Fueling

- If fueling must occur onsite, use designate areas, located away from drainage courses, to prevent the runon of stormwater and the runoff of spills.
- Discourage "topping off" of fuel tanks.
- Always use secondary containment, such as a drain pan, when fueling to catch spills/ leaks.

Costs

Prevention of leaks and spills is inexpensive. Treatment and/ or disposal of contaminated soil or water can be quite expensive.

Inspection and Maintenance

- Inspect and verify that activity–based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.

- Inspect BMPs subject to non-stormwater discharge daily while non-stormwater discharges occur.
- Keep ample supplies of spill control and cleanup materials onsite, near storage, unloading, and maintenance areas.
- Update your spill prevention and control plan and stock cleanup materials as changes occur in the types of chemicals onsite.

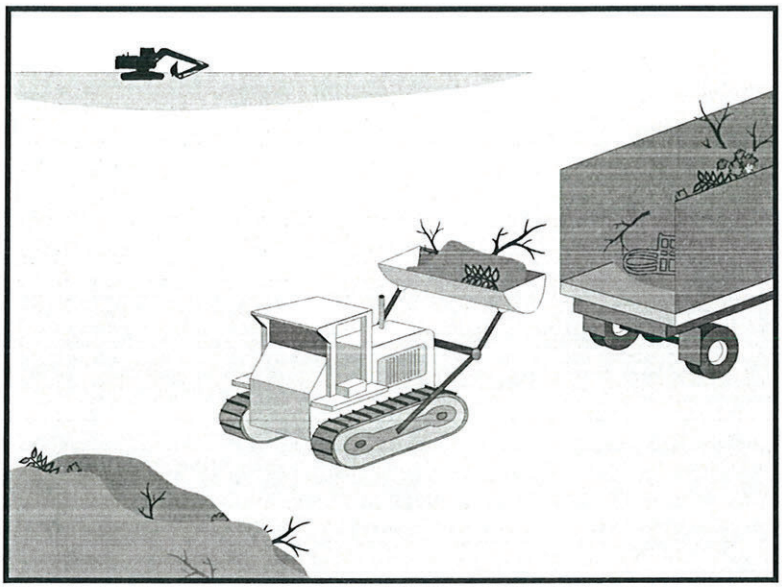
References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

Solid Waste Management WM-5



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Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents	
Sediment	☑
Nutrients	☑
Trash	☑
Metals	☑
Bacteria	
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

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Description and Purpose

Solid waste management procedures and practices are designed to prevent or reduce the discharge of pollutants to stormwater from solid or construction waste by providing designated waste collection areas and containers, arranging for regular disposal, and training employees and subcontractors.

Suitable Applications

This BMP is suitable for construction sites where the following wastes are generated or stored:

- Solid waste generated from trees and shrubs removed during land clearing, demolition of existing structures (rubble), and building construction
- Packaging materials including wood, paper, and plastic
- Scrap or surplus building materials including scrap metals, rubber, plastic, glass pieces, and masonry products
- Domestic wastes including food containers such as beverage cans, coffee cups, paper bags, plastic wrappers, and cigarettes
- Construction wastes including brick, mortar, timber, steel and metal scraps, pipe and electrical cuttings, non-hazardous equipment parts, styrofoam and other materials used to transport and package construction materials

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- Highway planting wastes, including vegetative material, plant containers, and packaging materials

Limitations

Temporary stockpiling of certain construction wastes may not necessitate stringent drainage related controls during the non-rainy season or in desert areas with low rainfall.

Implementation

The following steps will help keep a clean site and reduce stormwater pollution:

- Select designated waste collection areas onsite.
- Inform trash-hauling contractors that you will accept only watertight dumpsters for onsite use. Inspect dumpsters for leaks and repair any dumpster that is not watertight.
- Locate containers in a covered area or in a secondary containment.
- Provide an adequate number of containers with lids or covers that can be placed over the container to keep rain out or to prevent loss of wastes when it is windy.
- Cover waste containers at the end of each work day and when it is raining.
- Plan for additional containers and more frequent pickup during the demolition phase of construction.
- Collect site trash daily, especially during rainy and windy conditions.
- Remove this solid waste promptly since erosion and sediment control devices tend to collect litter.
- Make sure that toxic liquid wastes (used oils, solvents, and paints) and chemicals (acids, pesticides, additives, curing compounds) are not disposed of in dumpsters designated for construction debris.
- Do not hose out dumpsters on the construction site. Leave dumpster cleaning to the trash hauling contractor.
- Arrange for regular waste collection before containers overflow.
- Clean up immediately if a container does spill.
- Make sure that construction waste is collected, removed, and disposed of only at authorized disposal areas.

Education

- Have the contractor's superintendent or representative oversee and enforce proper solid waste management procedures and practices.
- Instruct employees and subcontractors on identification of solid waste and hazardous waste.
- Educate employees and subcontractors on solid waste storage and disposal procedures.

- Hold regular meetings to discuss and reinforce disposal procedures (incorporate into regular safety meetings).
- Require that employees and subcontractors follow solid waste handling and storage procedures.
- Prohibit littering by employees, subcontractors, and visitors.
- Minimize production of solid waste materials wherever possible.

Collection, Storage, and Disposal

- Littering on the project site should be prohibited.
- To prevent clogging of the storm drainage system, litter and debris removal from drainage grates, trash racks, and ditch lines should be a priority.
- Trash receptacles should be provided in the contractor's yard, field trailer areas, and at locations where workers congregate for lunch and break periods.
- Litter from work areas within the construction limits of the project site should be collected and placed in watertight dumpsters at least weekly, regardless of whether the litter was generated by the contractor, the public, or others. Collected litter and debris should not be placed in or next to drain inlets, stormwater drainage systems, or watercourses.
- Dumpsters of sufficient size and number should be provided to contain the solid waste generated by the project.
- Full dumpsters should be removed from the project site and the contents should be disposed of by the trash hauling contractor.
- Construction debris and waste should be removed from the site biweekly or more frequently as needed.
- Construction material visible to the public should be stored or stacked in an orderly manner.
- Stormwater runon should be prevented from contacting stored solid waste through the use of berms, dikes, or other temporary diversion structures or through the use of measures to elevate waste from site surfaces.
- Solid waste storage areas should be located at least 50 ft from drainage facilities and watercourses and should not be located in areas prone to flooding or ponding.
- Except during fair weather, construction and highway planting waste not stored in watertight dumpsters should be securely covered from wind and rain by covering the waste with tarps or plastic.
- Segregate potentially hazardous waste from non-hazardous construction site waste.
- Make sure that toxic liquid wastes (used oils, solvents, and paints) and chemicals (acids, pesticides, additives, curing compounds) are not disposed of in dumpsters designated for construction debris.

- For disposal of hazardous waste, see WM-6, Hazardous Waste Management. Have hazardous waste hauled to an appropriate disposal and/or recycling facility.
- Salvage or recycle useful vegetation debris, packaging and surplus building materials when practical. For example, trees and shrubs from land clearing can be used as a brush barrier, or converted into wood chips, then used as mulch on graded areas. Wood pallets, cardboard boxes, and construction scraps can also be recycled.

Costs

All of the above are low cost measures.

Inspection and Maintenance

- Inspect and verify that activity–based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharge daily while non-stormwater discharges occur
- Inspect construction waste area regularly.
- Arrange for regular waste collection.

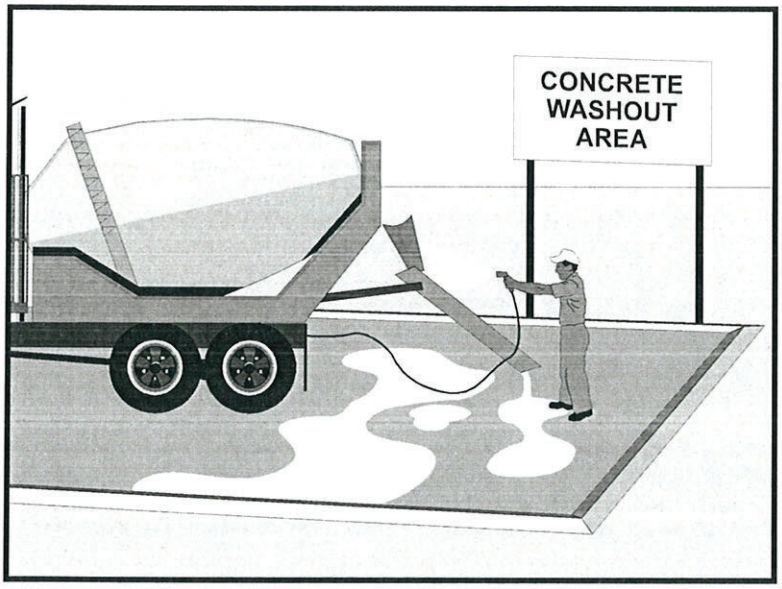
References

Processes, Procedures and Methods to Control Pollution Resulting from All Construction Activity, 430/9-73-007, USEPA, 1973.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

Concrete Waste Management WM-8



Categories

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WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☒
WM	Waste Management and Materials Pollution Control	☑

Legend:

☑ **Primary Category**

☒ **Secondary Category**

Targeted Constituents

Sediment	☑
Nutrients	
Trash	
Metals	☑
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

None

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Description and Purpose

Prevent the discharge of pollutants to stormwater from concrete waste by conducting washout onsite or offsite in a designated area, and by employee and subcontractor training.

The General Permit incorporates Numeric Action Levels (NAL) for pH (see Section 2 of this handbook to determine your project's risk level and if you are subject to these requirements).

Many types of construction materials, including mortar, concrete, stucco, cement and block and their associated wastes have basic chemical properties that can raise pH levels outside of the permitted range. Additional care should be taken when managing these materials to prevent them from coming into contact with stormwater flows and raising pH to levels outside the accepted range.

Suitable Applications

Concrete waste management procedures and practices are implemented on construction projects where:

- Concrete is used as a construction material or where concrete dust and debris result from demolition activities.
- Slurries containing portland cement concrete (PCC) are generated, such as from saw cutting, coring, grinding, grooving, and hydro-concrete demolition.
- Concrete trucks and other concrete-coated equipment are washed onsite.

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- Mortar-mixing stations exist.
- Stucco mixing and spraying.
- See also NS-8, Vehicle and Equipment Cleaning.

Limitations

- Offsite washout of concrete wastes may not always be possible.
- Multiple washouts may be needed to assure adequate capacity and to allow for evaporation.

Implementation

The following steps will help reduce stormwater pollution from concrete wastes:

- Incorporate requirements for concrete waste management into material supplier and subcontractor agreements.
- Store dry and wet materials under cover, away from drainage areas. Refer to WM-1, Material Delivery and Storage for more information.
- Avoid mixing excess amounts of concrete.
- Perform washout of concrete trucks in designated areas only, where washout will not reach stormwater.
- Do not wash out concrete trucks into storm drains, open ditches, streets, streams or onto the ground. Trucks should always be washed out into designated facilities.
- Do not allow excess concrete to be dumped onsite, except in designated areas.
- For onsite washout:
  - On larger sites, it is recommended to locate washout areas at least 50 feet from storm drains, open ditches, or water bodies. Do not allow runoff from this area by constructing a temporary pit or bermed area large enough for liquid and solid waste.
  - Washout wastes into the temporary washout where the concrete can set, be broken up, and then disposed properly.
  - Washouts shall be implemented in a manner that prevents leaching to underlying soils. Washout containers must be water tight and washouts on or in the ground must be lined with a suitable impervious liner, typically a plastic type material.
- Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stockpile or dispose in the trash.
- See typical concrete washout installation details at the end of this fact sheet.

Education

- Educate employees, subcontractors, and suppliers on the concrete waste management techniques described herein.

- Arrange for contractor's superintendent or representative to oversee and enforce concrete waste management procedures.
- Discuss the concrete management techniques described in this BMP (such as handling of concrete waste and washout) with the ready-mix concrete supplier before any deliveries are made.

Concrete Demolition Wastes

- Stockpile concrete demolition waste in accordance with BMP WM-3, Stockpile Management.
- Dispose of or recycle hardened concrete waste in accordance with applicable federal, state or local regulations.

Concrete Slurry Wastes

- PCC and AC waste should not be allowed to enter storm drains or watercourses.
- PCC and AC waste should be collected and disposed of or placed in a temporary concrete washout facility (as described in Onsite Temporary Concrete Washout Facility, Concrete Transit Truck Washout Procedures, below).
- A foreman or construction supervisor should monitor onsite concrete working tasks, such as saw cutting, coring, grinding and grooving to ensure proper methods are implemented.
- Saw-cut concrete slurry should not be allowed to enter storm drains or watercourses. Residue from grinding operations should be picked up by means of a vacuum attachment to the grinding machine or by sweeping. Saw cutting residue should not be allowed to flow across the pavement and should not be left on the surface of the pavement. See also NS-3, Paving and Grinding Operations; and WM-10, Liquid Waste Management.
- Concrete slurry residue should be disposed in a temporary washout facility (as described in Onsite Temporary Concrete Washout Facility, Concrete Transit Truck Washout Procedures, below) and allowed to dry. Dispose of dry slurry residue in accordance with WM-5, Solid Waste Management.

Onsite Temporary Concrete Washout Facility, Transit Truck Washout Procedures

- Temporary concrete washout facilities should be located a minimum of 50 ft from storm drain inlets, open drainage facilities, and watercourses. Each facility should be located away from construction traffic or access areas to prevent disturbance or tracking.
- A sign should be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
- Temporary concrete washout facilities should be constructed above grade or below grade at the option of the contractor. Temporary concrete washout facilities should be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.

- Temporary washout facilities should have a temporary pit or bermed areas of sufficient volume to completely contain all liquid and waste concrete materials generated during washout procedures.
- Temporary washout facilities should be lined to prevent discharge to the underlying ground or surrounding area.
- Washout of concrete trucks should be performed in designated areas only.
- Only concrete from mixer truck chutes should be washed into concrete wash out.
- Concrete washout from concrete pumper bins can be washed into concrete pumper trucks and discharged into designated washout area or properly disposed of or recycled offsite.
- Once concrete wastes are washed into the designated area and allowed to harden, the concrete should be broken up, removed, and disposed of per WM-5, Solid Waste Management. Dispose of or recycle hardened concrete on a regular basis.
- Temporary Concrete Washout Facility (Type Above Grade)
  - Temporary concrete washout facility (type above grade) should be constructed as shown on the details at the end of this BMP, with a recommended minimum length and minimum width of 10 ft; however, smaller sites or jobs may only need a smaller washout facility. With any washout, always maintain a sufficient quantity and volume to contain all liquid and concrete waste generated by washout operations.
  - Materials used to construct the washout area should conform to the provisions detailed in their respective BMPs (e.g., SE-8 Sandbag Barrier).
  - Plastic lining material should be a minimum of 10 mil in polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.
  - Alternatively, portable removable containers can be used as above grade concrete washouts. Also called a "roll-off"; this concrete washout facility should be properly sealed to prevent leakage, and should be removed from the site and replaced when the container reaches 75% capacity.
- Temporary Concrete Washout Facility (Type Below Grade)
  - Temporary concrete washout facilities (type below grade) should be constructed as shown on the details at the end of this BMP, with a recommended minimum length and minimum width of 10 ft. The quantity and volume should be sufficient to contain all liquid and concrete waste generated by washout operations.
  - Lath and flagging should be commercial type.
  - Plastic lining material should be a minimum of 10 mil polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.

- The base of a washout facility should be free of rock or debris that may damage a plastic liner.

Removal of Temporary Concrete Washout Facilities

- When temporary concrete washout facilities are no longer required for the work, the hardened concrete should be removed and properly disposed or recycled in accordance with federal, state or local regulations. Materials used to construct temporary concrete washout facilities should be removed from the site of the work and properly disposed or recycled in accordance with federal, state or local regulations..

- Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities should be backfilled and repaired.

Costs

All of the above are low cost measures. Roll-off concrete washout facilities can be more costly than other measures due to removal and replacement; however, provide a cleaner alternative to traditional washouts. The type of washout facility, size, and availability of materials will determine the cost of the washout.

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.

- Temporary concrete washout facilities should be maintained to provide adequate holding capacity with a minimum freeboard of 4 in. for above grade facilities and 12 in. for below grade facilities. Maintaining temporary concrete washout facilities should include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials should be removed and properly disposed or recycled in accordance with federal, state or local regulations.

- Washout facilities must be cleaned, or new facilities must be constructed and ready for use once the washout is 75% full.

- Inspect washout facilities for damage (e.g. torn liner, evidence of leaks, signage, etc.). Repair all identified damage.

References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

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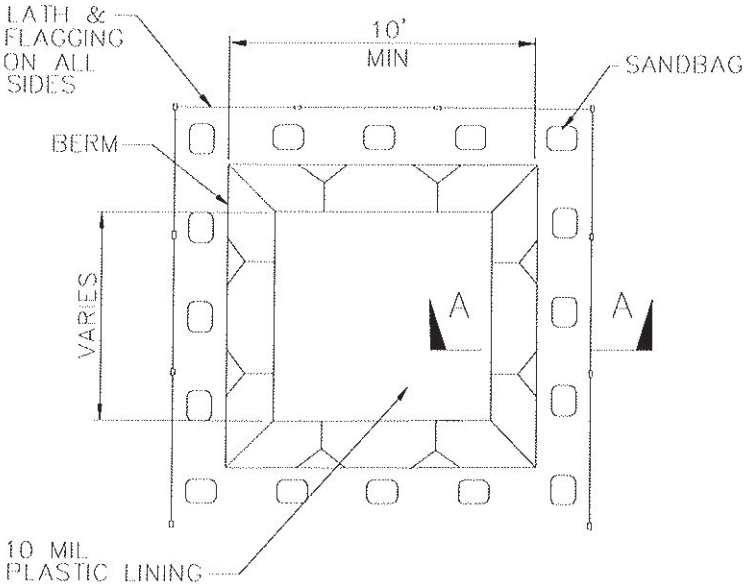

PLAN
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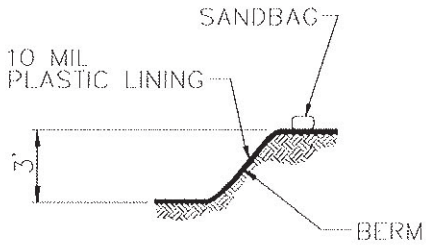
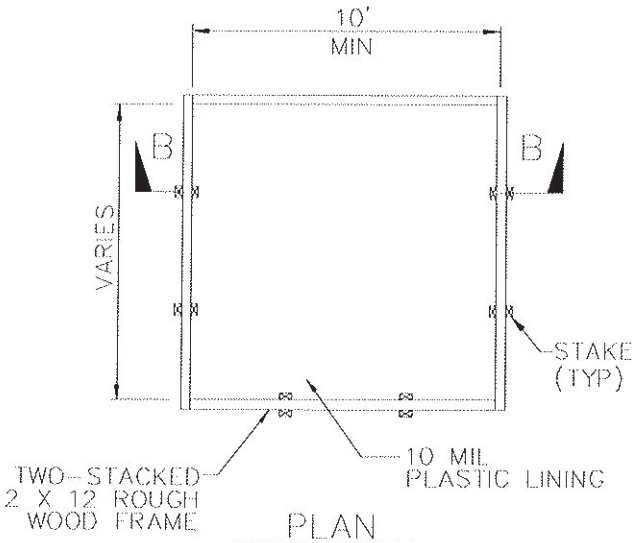
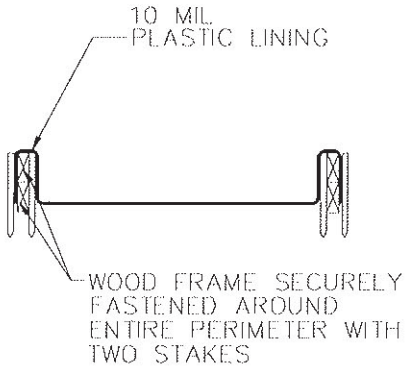


SECTION A–A
NOT TO SCALE



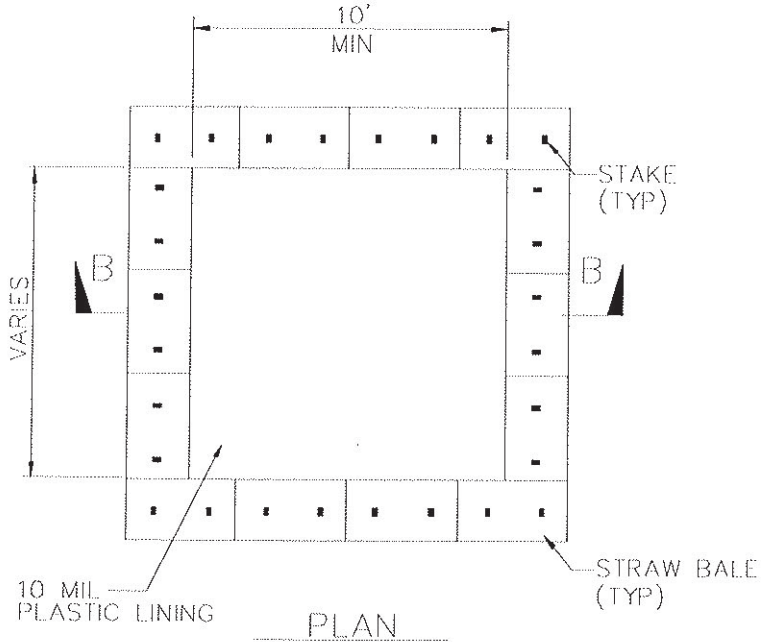
PLAN
NOT TO SCALE
TYPE "ABOVE GRADE"



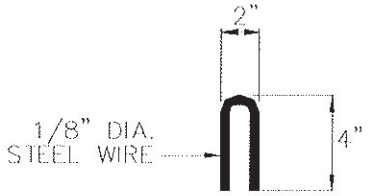
SECTION B–B
NOT TO SCALE

NOTES

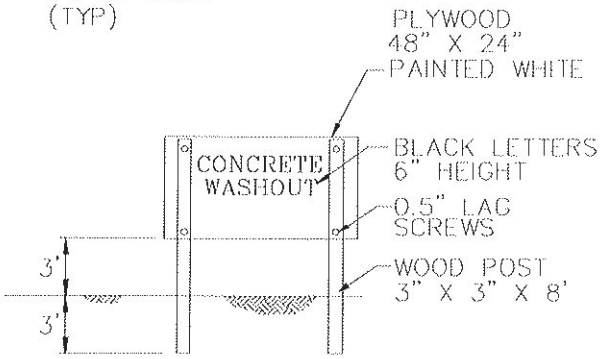
1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.



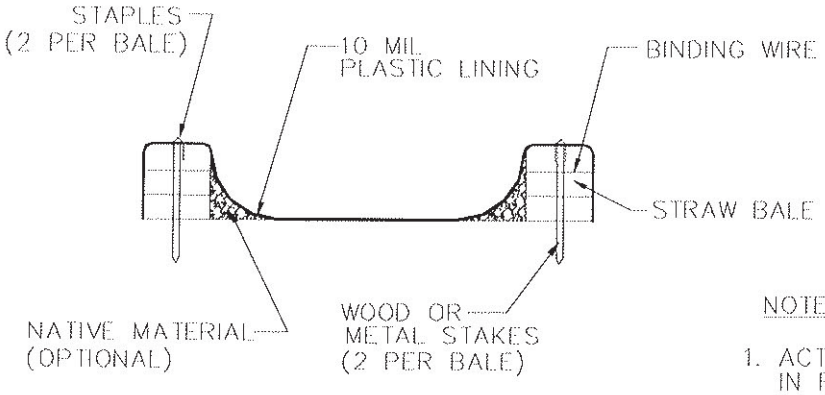
PLAN
NOT TO SCALE
TYPE "ABOVE GRADE"
WITH STRAW BALES



STAPLE DETAIL



CONCRETE WASHOUT
SIGN DETAIL
(OR EQUIVALENT)

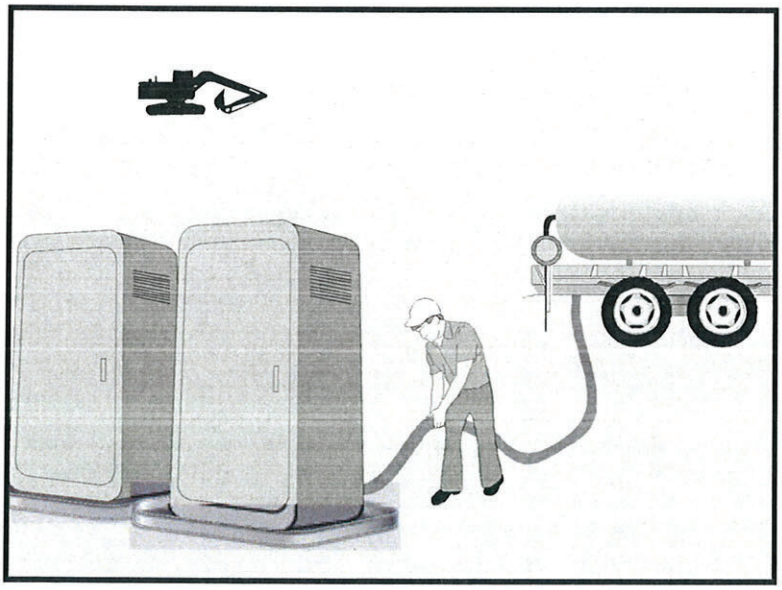


SECTION B–B
NOT TO SCALE

NOTES

1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

Sanitary/Septic Waste Management WM-9



Categories		
EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	☑

Legend:

☑ **Primary Category**

☒ **Secondary Category**

Targeted Constituents	
Sediment	
Nutrients	☑
Trash	☑
Metals	
Bacteria	☑
Oil and Grease	
Organics	☑

Potential Alternatives

None

If User/Subscriber modifies this fact sheet in any way, the CASQA name/logo and footer below must be removed from each page and not appear on the modified version.

Description and Purpose

Proper sanitary and septic waste management prevent the discharge of pollutants to stormwater from sanitary and septic waste by providing convenient, well-maintained facilities, and arranging for regular service and disposal.

Suitable Applications

Sanitary septic waste management practices are suitable for use at all construction sites that use temporary or portable sanitary and septic waste systems.

Limitations

None identified.

Implementation

Sanitary or septic wastes should be treated or disposed of in accordance with state and local requirements. In many cases, one contract with a local facility supplier will be all that it takes to make sure sanitary wastes are properly disposed.

Storage and Disposal Procedures

- Temporary sanitary facilities should be located away from drainage facilities, watercourses, and from traffic circulation. If site conditions allow, place portable facilities a minimum of 50 feet from drainage conveyances and traffic areas. When subjected to high winds or risk of high winds, temporary sanitary facilities should be secured to prevent overturning.

- Temporary sanitary facilities must be equipped with containment to prevent discharge of pollutants to the stormwater drainage system of the receiving water.
- Consider safety as well as environmental implications before placing temporary sanitary facilities.
- Wastewater should not be discharged or buried within the project site.
- Sanitary and septic systems that discharge directly into sanitary sewer systems, where permissible, should comply with the local health agency, city, county, and sewer district requirements.
- Only reputable, licensed sanitary and septic waste haulers should be used.
- Sanitary facilities should be located in a convenient location.
- Temporary septic systems should treat wastes to appropriate levels before discharging.
- If using an onsite disposal system (OSDS), such as a septic system, local health agency requirements must be followed.
- Temporary sanitary facilities that discharge to the sanitary sewer system should be properly connected to avoid illicit discharges.
- Sanitary and septic facilities should be maintained in good working order by a licensed service.
- Regular waste collection by a licensed hauler should be arranged before facilities overflow.
- If a spill does occur from a temporary sanitary facility, follow federal, state and local regulations for containment and clean-up.

Education

- Educate employees, subcontractors, and suppliers on sanitary and septic waste storage and disposal procedures.
- Educate employees, subcontractors, and suppliers of potential dangers to humans and the environment from sanitary and septic wastes.
- Instruct employees, subcontractors, and suppliers in identification of sanitary and septic waste.
- Hold regular meetings to discuss and reinforce the use of sanitary facilities (incorporate into regular safety meetings).
- Establish a continuing education program to indoctrinate new employees.

Costs

All of the above are low cost measures.

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Arrange for regular waste collection.
- If high winds are expected, portable sanitary facilities must be secured with spikes or weighed down to prevent over turning.
- If spills or leaks from sanitary or septic facilities occur that are not contained and discharge from the site, non-visible sampling of site discharge may be required. Refer to the General Permit or to your project specific Construction Site Monitoring Plan to determine if and where sampling is required.

References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

Appendix I: BMP Inspection Form

BMP INSPECTION REPORT

Date and Time of Inspection:			Date Report Written:	
Inspection Type: (Circle one)	Daily *Complete Parts I,II,III and VII*	Pre-Storm *Complete Parts I,II,III,IV and VII*	During Rain Event *Complete Parts I, II, III, V, and VII*	Post-Storm *Complete Parts I,II,III,VI and VII*

Part I. General Information

Site Information

Construction Site Name:			
Construction stage and completed activities:			Approximate area of site that is exposed:
Photos Taken: (Circle one)	Yes	No	Photo Reference IDs:

Weather

Estimate storm beginning: (date and time)	Estimate storm duration: (hours)
Estimate time since last storm: (days or hours)	Rain gauge reading and location: (in)

Is a “Qualifying Event” predicted or did one occur (i.e., 0.5” rain with 48-hrs or greater between events)? (Y/N)
If yes, summarize forecast:

Exemption Documentation (explanation required if inspection could not be conducted). Visual inspections are not required outside of business hours or during dangerous weather conditions such as flooding or electrical storms.

Inspector Information

Inspector Name:	Inspector Title:
Signature:	Date:

Part II. BMP Observations. Describe deficiencies in Part III.

Minimum BMPs for Risk Level _____ Sites	Failures or other short comings (yes, no, N/A)	Action Required (yes/no)	Action Implemented (Date)
Good Housekeeping for Construction Materials			
Inventory of products (excluding materials designed to be outdoors)			
Stockpiled construction materials not actively in use are covered and bermed			
All chemicals are stored in watertight containers with appropriate secondary containment, or in a completely enclosed storage shed			
Construction materials are minimally exposed to precipitation			
BMPs preventing the off-site tracking of materials are implemented and properly effective			
Good Housekeeping for Waste Management			
Wash/rinse water and materials are prevented from being disposed into the storm drain system			
Portable toilets are contained to prevent discharges of waste			
Sanitation facilities are clean and with no apparent for leaks and spills			
Equipment is in place to cover waste disposal containers at the end of business day and during rain events			
Discharges from waste disposal containers are prevented from discharging to the storm drain system / receiving water			
Stockpiled waste material is securely protected from wind and rain if not actively in use			
Procedures are in place for addressing hazardous and non-hazardous spills			
Appropriate spill response personnel are assigned and trained			
Equipment and materials for cleanup of spills is available onsite			
Washout areas (e.g., concrete) are contained appropriately to prevent discharge or infiltration into the underlying soil			
Good Housekeeping for Vehicle Storage and Maintenance			
Measures are in place to prevent oil, grease, or fuel from leaking into the ground, storm drains, or surface waters			
All equipment or vehicles are fueled, maintained, and stored in a designated area with appropriate BMPs			
Vehicle and equipment leaks are cleaned immediately and disposed of properly			

Part II. BMP Observations Continued. Describe deficiencies in Part III.			
Minimum BMPs for Risk Level _____ Sites	Adequately designed, implemented and effective (yes, no, N/A)	Action Required (yes/no)	Action Implemented (Date)
Good Housekeeping for Landscape Materials			
Stockpiled landscape materials such as mulches and topsoil are contained and covered when not actively in use			
Erodible landscape material has not been applied 2 days before a forecasted rain event or during an event			
Erodible landscape materials are applied at quantities and rates in accordance with manufacturer recommendations			
Bagged erodible landscape materials are stored on pallets and covered			
Good Housekeeping for Air Deposition of Site Materials			
Good housekeeping measures are implemented onsite to control the air deposition of site materials and from site operations			
Non-Stormwater Management			
Non-Stormwater discharges are properly controlled			
Vehicles are washed in a manner to prevent non-stormwater discharges to surface waters or drainage systems			
Streets are cleaned in a manner to prevent unauthorized non-stormwater discharges to surface waters or drainage systems.			
Erosion Controls			
Wind erosion controls are effectively implemented			
Effective soil cover is provided for disturbed areas inactive (i.e., not scheduled to be disturbed for 14 days) as well as finished slopes, open space, utility backfill, and completed lots			
The use of plastic materials is limited in cases when a more sustainable, environmentally friendly alternative exists.			
Sediment Controls			
Perimeter controls are established and effective at controlling erosion and sediment discharges from the site			
Entrances and exits are stabilized to control erosion and sediment discharges from the site			
Sediment basins are properly maintained			
Linear sediment control along toe of slope, face of slope an at grade breaks			
Limit construction activity to and from site to entrances and exits that employ effective controls to prevent offsite tracking			
Ensure all storm, drain inlets and perimeter controls, runoff control BMPs and pollutants controls at entrances and exits are maintained and protected from activities the reduce their effectiveness			

Inspect all immediate access roads daily			
Run-On and Run-Off Controls			
Run-on to the site is effectively managed and directed away from all disturbed areas.			
Other			
Are the project SWPPP and BMP plan up to date, available on-site and being properly implemented?			

Part III. Descriptions of BMP Deficiencies

Deficiency	Repairs Implemented: Note - Repairs must begin within 72 hours of identification and, complete repairs as soon as possible.	
	Start Date	Action
1.		
2.		
3.		
4.		

Part IV. Additional Pre-Storm Observations. Note the presence or absence of floating and suspended materials, sheen, discoloration, turbidity, odors, and source(s) of pollutants(s).

	Yes, No, N/A
Do stormwater storage and containment areas have adequate freeboard? If no, complete Part III.	
Are drainage areas free of spills, leaks, or uncontrolled pollutant sources? If no, complete Part VII and describe below.	
Notes:	
Are stormwater storage and containment areas free of leaks? If no, complete Parts III and/or VII and describe below.	
Notes:	

Part V. Additional During Storm Observations. **If BMPs cannot be inspected during inclement weather, list the results of visual inspections at all relevant outfalls, discharge points, and downstream locations. Note odors or visible sheen on the surface of discharges. Complete Part VII (Corrective Actions) as needed.**	
Outfall, Discharge Point, or Other Downstream Location	
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description

Part VI. Additional Post-Storm Observations. Visually observe (inspect) stormwater discharges at all discharge locations within two business days (48 hours) after each qualifying rain event, and observe (inspect) the discharge of stored or contained stormwater that is derived from and discharged subsequent to a qualifying rain event producing precipitation of ½ inch or more at the time of discharge. Complete Part VII (Corrective Actions) as needed.	
Discharge Location, Storage or Containment Area	**Visual Observation**

Part VII. Additional Corrective Actions Required. Identify additional corrective actions not included with BMP Deficiencies (Part III) above. Note if SWPPP change is required.	
Required Actions	**Implementation Date**

Appendix J: Project Specific Rain Event Action Plan Template

Rain Event Action Plan (REAP)

Date of REAP		**WDID Number:**	
Date Rain Predicted to Occur:		**Predicted % chance of rain:**	

Predicted Rain Event Triggered Actions

Below is a list of suggested actions and items to review for this project. Each active Trade should check all material storage areas, stockpiles, waste management areas, vehicle and equipment storage and maintenance, areas of active soil disturbance, and areas of active work to ensure the proper implementation of BMPs. Project-wide BMPs should be checked and cross-referenced to the BMP progress map.

Trade or Activity	Suggested action(s) to perform / item(s) to review prior to rain event
❑ Information & Scheduling	❑ Inform trade supervisors of predicted rain ❑ Check scheduled activities and reschedule as needed ❑ Alert erosion/sediment control provider ❑ Alert sample collection contractor (if applicable) ❑ Schedule staff for extended rain inspections ❑ Check Erosion and Sediment Control (ESC) material stock ❑ Review BMP progress map ❑ Other:_____ ❑ _____ ❑ _____
❑ Material storage areas	❑ Material under cover or in sheds (ex: treated woods and metals) ❑ Perimeter control around stockpiles ❑ Other:_____ ❑ _____ ❑ _____
❑ Waste management areas	❑ Dumpsters closed ❑ Drain holes plugged ❑ Recycling bins covered ❑ Sanitary stations bermed and protected from tipping ❑ Other:_____ ❑ _____ ❑ _____
❑ Trade operations	❑ Exterior operations shut down for event (e.g., no concrete pours or paving) ❑ Soil treatments (e.g., fertilizer) ceased within 24 hours of event ❑ Materials and equipment (e.g., tools) properly stored and covered ❑ Waste and debris disposed in covered dumpsters or removed from site ❑ Trenches and excavations protected ❑ Perimeter controls around disturbed areas ❑ Fueling and repair areas covered and bermed ❑ Other:_____ ❑ _____ ❑ _____
❑ Site ESC BMPs	❑ Adequate capacity in sediment basins and traps ❑ Site perimeter controls in place ❑ Catch basin and drop inlet protection in place and cleaned ❑ Temporary erosion controls deployed ❑ Temporary perimeter controls deployed around disturbed areas and stockpiles ❑ Roads swept; site ingress and egress points stabilized ❑ Other:_____ ❑ _____ ❑ _____
❑ Concrete rinse out area	❑ Adequate capacity for rain ❑ Wash-out bins covered ❑ Other:_____ ❑ _____ ❑ _____
❑ Spill and drips	❑ All incident spills and drips, including paint, stucco, fuel, and oil cleaned ❑ Drip pans emptied ❑ Other:_____ ❑ _____ ❑ _____

Continued on next page.

❑ Other / Discussion / Diagrams	❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____

Attach a printout of the weather forecast from the NOAA website to the REAP.

I certify under penalty of law that this Rain Event Action Plan (REAP) will be performed in accordance with the General Permit by me or under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

_____ Date: _____

Qualified SWPPP Practitioner (Use ink please)

Appendix K: Training Reporting Form

Trained Contractor Personnel Log

Stormwater Management Training Log and Documentation

Project Name: _____
WDID #: _____

Stormwater Management Topic: (check as appropriate)

☐ Erosion Control
☐ Sediment Control
☐ Wind Erosion Control
☐ Tracking Control
☐ Non-Stormwater Management
☐ Waste Management and Materials Pollution Control
☐ Stormwater Sampling

Specific Training Objective: _____

Location: _____ Date: _____

Instructor:_____ Telephone: _____

Course Length (hours): _____

Attendee Roster (Attach additional forms if necessary)

Name	Company	Phone

As needed, add proof of external training (e.g., course completion certificates, credentials for QSP, QSD).

Appendix L: Responsible Parties

OPTIONAL

Authorization of Approved Signatories

Project Name: _____

WDID #: _____

Name of Personnel	Project Role	Company	Signature	Date

_____ _____

LRP's Signature Date

_____ _____

LRP Name and Title Telephone Number

Identification of QSP

Project Name: _____

WDID #: _____

The following are QSPs associated with this project

Name of Personnel(1)	Company	Date

(1) If additional QSPs are required on the job site add additional lines and include information here

Authorization of Data Submitters

Project Name: _____

WDID #: _____

Name of Personnel	Project Role	Company	Signature	Date

_____ _____

Approved Signatory's Signature Date

_____ _____

Approved Signatory Telephone Number

Name and Title

Appendix M:Contractors and Subcontractors

List of contractors and subcontractors will be included by amendment after award of the contract, but prior to the start of construction.

Appendix N: Construction General Permit

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LAHONTAN REGION

2501 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150
(530) 542-5400 • Fax (530) 544-2271
http://www.waterboards.ca.gov/lahontan

ORDER NO. R6T-2016-0010
NPDES NO. CAG616002

GENERAL WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY IN THE LAKE TAHOE HYDROLOGIC UNIT, COUNTIES OF ALPINE, EL DORADO, AND PLACER

The following Dischargers are subject to waste discharge requirements as set forth in this General Permit (as authorized by the Notice of Applicability):

Table 1. Discharger Information

Dischargers	Individuals, public agencies, private businesses, and other legal entities performing construction activities within the Lake Tahoe Hydrologic Unit that result in land disturbances of one acre or greater, or less than one acre if part of a larger common plan of development, or as otherwise defined in section II.D.1. of this General Permit.

Table 2. Administrative Information

This Order was adopted by the Regional Water Quality Control Board on:	**March 10, 2016**
This Order shall become effective on:	**January 1, 2017**
This NPDES Permit shall expire on:	**December 31, 2021**

I, Patty Z. Kouyoumdjian, Executive Officer, do hereby certify that this General Permit with all attachments is a full, true, and correct copy of an General Permit adopted by the California Regional Water Quality Control Board, Lahontan Region, on **March 10, 2016.**

_____
PATTY Z. KOUYOUMDJIAN
EXECUTIVE OFFICER

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LIST OF ATTACHMENTS

Attachment A -	List of Acronyms
Attachment B -	Glossary
Attachment C -	Construction Site Monitoring and Reporting Program
Attachment C-1 -	Bioassessment Requirements
Attachment D -	Standard Provisions
Attachment E -	ATS Requirements
Attachment F –	SEZ/Floodplain Waste Discharge Prohibitions and Exemptions
Attachment G -	Water Quality Objectives for Certain Water Bodies
Attachment H -	SWPPP Checklist
Attachment I -	Fact Sheet

I. FINDINGS

The California Regional Water Quality Control Board, Lahontan Region (Lahontan Water Board) finds:

A. Background. In 1972, the Clean Water Act (CWA) was amended to provide that the discharge of pollutants to waters of the United States from any point source is unlawful unless the discharge is in compliance with a National Pollutant Discharge Elimination System (NPDES) permit. The 1987 amendments to the CWA added section 402(p), which establishes a framework for regulating municipal and industrial storm water discharges under the NPDES Program. On November 16, 1990, the United States Environmental Protection Agency (USEPA) published final regulations that established storm water permit application requirements for specified categories of industries. The regulations provide that discharges of storm water to waters of the United States from construction projects that encompass five or more acres of soil disturbance are effectively prohibited unless the discharge is in compliance with an NPDES Permit. Regulations (Phase II Rule) that became final on December 8, 1999, lowered the permitting threshold from five acres to one acre.

While federal regulations allow two permitting options for storm water discharges (Individual Permits and General Permits), the Lahontan Water Board has elected to adopt this General Permit that will apply to most storm water discharges associated with construction activity within the Lake Tahoe Hydrologic Unit.

On April 14, 2011, the Lahontan Water Board reissued the *General Permit for Discharges of Storm Water Runoff Associated with Construction Activity Involving Land Disturbance in the Lake Tahoe Hydrologic Unit* (Board Order No. R6T-2011-0019). That General Permit must be reissued to provide continuous coverage for current enrollees. Dischargers of storm water runoff and authorized non-storm water to surface waters in the Lake Tahoe Hydrologic Unit must obtain authorization under this reissued General Permit for construction-related discharges to waters of the United States. To obtain authorization for continued and new-project discharges to waters of the United States, Dischargers must provide a complete application as described in section II of this General Permit.

B. Discharge Description. This General Permit regulates discharges of pollutants in storm water associated with construction activity (storm water discharges) to waters of the United States within the Lake Tahoe Hydrologic Unit from construction sites that disturb one or more acres of land surface, or that are part of a common plan of development or sale that disturbs one or more acres of land surface. Construction activity includes demolition that disturbs the land, clearing, grading, excavation, and other land disturbance activities. Waters as used in this General Permit are defined in section 122.2(a) of title 40 of the Code of Federal Regulations (CFR), and include, but are not limited to, wetlands, rivers and streams, either perennial or ephemeral, which flow in natural or artificial watercourses, lakes and impoundments of waters otherwise defined as waters of the US within the State of

California. Discharges of non-storm water to waters may be necessary for the completion of certain construction projects. Such discharges include those listed in Table 4.1-1 of Attachment F. These discharges are conditionally covered under this General Permit. In some cases, construction activities are coordinated with dredged or fill material discharges regulated separately under CWA sections 401 and 404; these may involve stream diversions on or across a project site, cofferdams and sumps for collecting turbid waters.

C. Legal Authorities. This General Permit is issued pursuant to section 402 of the CWA and implementing regulations adopted by the USEPA and chapter 5.5, division 7 of the California Water Code (commencing with section 13370). These waste discharge requirements (WDRs) adopted pursuant to article 4, chapter 4, division 7 of the Water Code (commencing with section 13260) shall serve as a NPDES permit for point source discharges of storm water from construction sites disturbing land equal to or in excess of one acre.

Section 122.28 of title 40 of the *Code of Federal Regulations* (40 CFR 122.28) authorizes USEPA and approved states to issue general permits to regulate a point source category if the sources:

1. Involve the same or substantially similar types of operations;
2. Discharge the same type of waste;
3. Require the same type of effluent limitations or operating conditions;
4. Require similar monitoring; and
5. Are more appropriately regulated under a general permit rather than individual permits.

On September 22, 1989, USEPA granted the State of California, through the State Water Resources Control Board (State Water Board) and the nine Regional Water Quality Control Boards, the authority to issue general NPDES permits pursuant to 40 CFR parts 122 and 123. This General Permit meets the criteria 1 through 5 listed above. Regulating many storm water discharges under one permit will greatly reduce the administrative burden associated with permitting individual storm water discharges.

D. Background and Rationale for Requirements. The Lahontan Water Board developed the requirements in this General Permit based on readily available information for similar construction-associated discharges, the State-wide General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ) and the requirements contained in Order No. R6T-2011-0019. In addition, requirements of this General Permit are consistent with Effluent Limitations Guidelines (ELG) and New Source Performance Standards (NSPS) for the Construction and Development point source category. The Fact Sheet, Attachment I, which contains background information and rationale for General Permit requirements, is hereby incorporated into this General Permit and constitutes part of the Findings for this General Permit. Attachments A through H are also incorporated into this General Permit.

E. California Environmental Quality Act (CEQA). This action to adopt a general NPDES permit is exempt from the provisions of chapter 3 of the California Environmental Quality Act (CEQA) (Public Resources Code sections 21100, et seq.), pursuant to section 13389 of the Water Code.

F. Technology-based Effluent Limitations. Section 301(b) of the CWA and implementing USEPA permit regulations at section 122.44, title 40 of the Code of Federal Regulations (40 CFR 122.44), require that permits include conditions meeting applicable technology-based requirements at a minimum, and any more stringent effluent limitations necessary to meet applicable water quality standards.

G. Effluent Limitations Guidelines and Standards for the Construction and Development Point Source Category. The USEPA published a final rule with revised regulations establishing CWA technology-based effluent limitations guidelines (ELGs) and New Source Performance Standards (NSPS) for the Construction and Development (C&D) point source category; the final C&D rule became effective on May 4, 2015. 40 CFR part 450 establishes technology-based effluent limitations based on best practicable technology (BPT), best available technology (BAT), best conventional pollutant control technology (BCT), and NSPS reflecting the best available demonstrated control technology. For each of BPT, BAT, BCT, and NSPS, the ELGs establish requirements for erosion and sediment controls, soil stabilization, dewatering activities, pollution prevention measures, prohibited discharges, and outlet requirements. Additionally, a BAT numeric effluent limitation for turbidity of 280 NTUs (as a daily maximum value) was set for sites that disturb 10 acres or more of land at one time unless storm water discharges occur as a result of a storm event in that at same day that is larger than the local 2-year, 24-hour storm.

H. Water Quality-Based Effluent Limitations. Section 301(b) of the CWA and section 122.44(d) require that permits include limitations more stringent than applicable federal technology-based requirements where necessary to achieve applicable water quality standards. WQBELs have been scientifically derived to implement water quality objectives that protect beneficial uses. Both the beneficial uses and the water quality objectives have been approved pursuant to federal law and are the applicable federal water quality standards. Water Code section 13263 requires that waste discharge requirements "*implement any relevant water quality control plans that have been adopted and take into consideration the beneficial uses to be protected, the water quality objectives reasonably required for that purpose, other waste discharges, the need to prevent nuisance and the provisions of section 13241*." These requirements, however, only apply to those portions of the permit that exceed the requirements of the federal CWA, and not to those requirements that are necessary to meet the technology-based effluent limitations or the WQBELs necessary to protect water quality objectives for surface waters set out in the Basin Plan. (*City of Burbank v. State Water Resources Control Board*, 35 Cal. 4th 613, 627.)"

Section 122.44(d)(1)(i) mandates that permits include effluent limitations for all pollutants that are or may be discharged at levels that have the reasonable potential to cause or contribute to an exceedance of a water quality standard, including numeric and narrative objectives within a standard. Where reasonable potential has been established for a pollutant, but there is no numeric criterion or objective for the pollutant, water quality-based effluent limitations (WQBELs) must be established using: (1) USEPA criteria guidance under CWA section 304(a), supplemented where necessary by other relevant information; (2) an indicator parameter for the pollutant of concern; or (3) a calculated numeric water quality criterion, such as a proposed state criterion or policy interpreting the state's narrative criterion, supplemented with other relevant information, as provided in section 122.44(d)(1)(vi). This General Permit does not require effluent limitations more stringent than that required by federal law as it includes effluent limitations for discharges that are specified in the *Water Quality Control Plan for the Lahontan Region* (Basin Plan) and carried forward from the prior permit.

I. Storm Water Benchmark Performance Levels. This General Permit also contains concentration-based, pollutant-specific benchmark values for pH in effluent. The benchmarks and related monitoring and reporting requirements contained in this General Permit are consistent with the Basin Plan. The purpose of the benchmarks is to provide a measure of whether a facility's BMPs are meeting performance levels protective of water quality and beneficial uses. This General Permit requires Dischargers to take actions to evaluate excursions from objectives, improve BMP performance if needed when benchmarks are exceeded, and to conduct monitoring and documentation of such actions.

J. Compliance with Effluent Limitations. For purposes of this General Permit, effluent discharges off project boundaries constitute a discharge to surface waters or tributaries to surface waters. This finding is based on the high degree of surface water connectivity in the Lake Tahoe watershed. Therefore, compliance with effluent limitations is required at specified runoff control points where effluent is discharged off project boundaries or to surface waters, including municipal separate storm sewer systems (MS4s). Effluent limits for the discharge to surface waters or MS4s may not apply if the Discharger can document that effluent leaving the project boundaries does not reach surface waters or MS4s.

K. Water Quality Control Plans. The Lahontan Water Board adopted a Basin Plan, which became effective on March 31, 1995 and has been subsequently amended. The Basin Plan designates beneficial uses, establishes water quality objectives (WQOs), and contains implementation programs and policies to achieve those objectives for all waters addressed through the plan. Lake Tahoe is a water of the state and a traditionally-navigable water of the United States. Designated beneficial uses of surface waters within the Lake Tahoe Hydrologic Unit include municipal and domestic supply (MUN); agricultural supply (AGR); groundwater recharge (GWR); freshwater replenishment (FRSH); water contact recreation (REC-1); non-contact water recreation (REC-2); cold freshwater habitat (COLD); cold

spawning, reproduction, and development (SPWN); commercial and sport fishing (COMM); wildlife habitat (WILD); water quality enhancement (WQE); and flood peak attenuation/flood water storage (FLD). Waters at some locations may also be designated for navigation (NAV); preservation of biological habitats of special significance (BIOL); rare, threatened, or endangered species (RARE); and migration of aquatic organisms (MIGR). Table 5.1-1 in the Basin Plan may be consulted for the beneficial use designations for any specific surface water body.

In addition, the Basin Plan implements State Water Board Resolution No. 88-63, which established state policy that all waters, with certain exceptions, should be considered suitable or potentially suitable for MUN. Requirements of this General Permit implement the Basin Plan.

L. Alaska Rule. On March 30, 2000, USEPA revised its regulation that specifies when new and revised state and tribal water quality standards (WQS) become effective for CWA purposes. (40 CFR 131.21; 65 Fed. Reg. 24641 (April 27, 2000).) Under the revised regulation (also known as the Alaska Rule), new and revised standards submitted to USEPA after May 30, 2000, must be approved by USEPA before being used for CWA purposes. The final rule also provides that standards already in effect and submitted to USEPA by May 30, 2000 may be used for CWA purposes, whether or not approved by USEPA.

M. Stringency of Requirements for Individual Pollutants. This General Permit contains both technology-based effluent limitations and WQBELs for individual pollutants. The technology-based effluent limitations consist of restrictions on turbidity, pH, nitrogen (total), phosphorus (total), iron (total), and grease and oil. In addition, the provisions of this General Permit require the implementation of Best Available Technologies/Best Control Technologies (BAT/BCT) and Best Management Practices (BMPs) to control and abate the discharge of pollutants in storm water discharges, and achieve the numerical and narrative standards of this General Permit and those contained in the Basin Plan[1]. This General Permit's technology-based pollutant restrictions implement the minimum, applicable federal technology-based requirements.

N. Antidegradation Policy. 40 CFR 131.12 requires that the state water quality standards include an antidegradation policy consistent with the federal policy. The State Water Board established California's antidegradation policy in State Water Board Resolution No. 68-16. Resolution No. 68-16 incorporates the federal antidegradation policy where the federal policy applies under federal law. Lake Tahoe is an Outstanding National Resource Water under the federal policy and afforded the highest protections, such that no permanent or long-term reduction in water quality is allowed. Resolution No. 68-16 requires that existing quality of waters be maintained unless degradation is justified based on specific findings. The

[1] New Source Performance Standards equals the implementation of BAT

Lahontan Water Board's Basin Plan implements, and incorporates by reference, both the state and federal antidegradation policies. Discharges in compliance with this General Permit will not result in water quality less than that prescribed in policies and standards, and are therefore consistent with those policies and standards.

O. Anti-Backsliding Requirements. Sections 402(0)(2) and 303(d)(4) of the CWA and federal regulations at title 40, CFR section 122.44(1) prohibit backsliding in NPDES permits. These anti-backsliding provisions require effluent limitations in a reissued permit to be as stringent as those in the previous permit, with some exceptions where limitations may be relaxed. All effluent limitations in this General Permit are at least as stringent as the effluent limitations in Order No. R6T-2011-0019. Therefore, this General Permit is in compliance with the anti-backsliding provisions of 40 CFR 122.44.

P. Endangered Species Act. This General Permit does not authorize any act that results in the taking of a threatened or endangered species or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish and Game Code sections 2050 to 2097) or the Federal Endangered Species Act (16 U.S.C.A. sections 1531 to 1544). This General Permit requires compliance with effluent limits, receiving water limits, and other requirements to protect the beneficial uses of waters of the state. The Discharger is responsible for meeting all requirements of the applicable Endangered Species Act.

Q. Monitoring and Reporting. 40 CFR 122.48 requires that all NPDES permits specify requirements for recording and reporting monitoring results. Water Code sections 13267 and 13383 authorize the Lahontan Water Board to require technical and monitoring reports. The Construction Site Monitoring and Reporting Program (CSMRP) establishes monitoring and reporting requirements to implement federal and state requirements and is provided in Attachment C.

R. Standard and Special Provisions. Standard Provisions, which apply to all NPDES permits in accordance with 40 CFR 122.41, and additional conditions applicable to specified categories of permits in accordance with 40 CFR 122.42, are provided in Attachment D. The Discharger must comply with all standard provisions and with those additional conditions that are applicable under 40 CFR 122.42. The Lahontan Water Board has also included in this General Permit special provisions applicable to authorized Dischargers. A rationale for the special provisions contained in this General Permit is provided in the attached Fact Sheet.

S. Notification of Interested Parties. The Lahontan Water Board has notified the Dischargers and interested agencies and persons of its intent to prescribe WDRs for the discharge and has given them an opportunity to provide their written comments and recommendations. Details of notification are provided in the Fact Sheet of this General Permit.

T. Consideration of Public Comment. The Lahontan Water Board, in a public meeting, provided an opportunity for a public hearing, and considered all comments

pertaining to the discharge. Details are provided in the Fact Sheet of this General Permit.

IT IS HEREBY ORDERED that all Dischargers indicating their intention to be regulated under the provisions of this General Permit, and all heirs, successors, or assigns, in order to meet the provisions contained in division 7 of the Water Code and regulations adopted thereunder, and the provisions of the CWA and regulations and guidelines adopted thereunder, shall comply with the following:

II. CONDITIONS FOR PERMIT COVERAGE AND NOTIFICATION REQUIREMENTS

A. Legally Responsible Person (LRP)

To obtain authorization for discharges under this General Permit, the project must meet the eligibility requirements specified in section II.D of this General Permit, and the legally responsible person (LRP) or LRP's Approved Signatory (see definition in Attachment B – Glossary) must certify and file Permit Registration Documents (PRDs). Applicants must provide PRDs, an appropriate filing fee, and any additional information, as specified in section II.D.4 as application for issuance of NPDES permit requirements. PRDs must be provided electronically through the State Water Resources Control Board's (State Water Board's) Storm Water Multi-Application and Report Tracking System (SMARTS) at: https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp.

B. Permit Effective Date

This General Permit is effective on January 1, 2017.

1. **Dischargers Obtaining Coverage On or After January 1, 2017**: All Dischargers seeking coverage under this General Permit on or after January 1, 2017, shall file the required PRDs and filing fee and, prior to commencing land-disturbing activities, must receive a notice through SMARTS indicating the date that coverage begins under the General Permit and the Waste Discharge Identification (WDID) number issued for the project.

2. **Dischargers Previously Covered Under Order No. R6T-2011-0019:** Dischargers previously subject to Order No. R6T-2011-0019 must comply with Order No. R6T-2011-0019 until the Discharger re-enrolls and receives coverage under this General Permit, a Notice of Termination (NOT) for the project is filed and processed, or January 1, 2017, whichever occurs first. On and after January 1, 2017, all coverage under Order No. R6T-2011-0019 is terminated. Previously enrolled Dischargers failing to file PRDs or other information required to complete an application to renew coverage under this General Permit will lose permit coverage on January 1, 2017, and may be subject to enforcement remedies and liability for construction-related discharges without an NPDES permit.

C. General Permit Coverage

1. Dischargers shall be subject to the requirements of and covered by this General Permit only after a WDID number has been issued through SMARTS. In order to demonstrate compliance with coverage requirements for this General Permit, Dischargers must be able to present documentation of a valid WDID number upon request.

2. All Dischargers must implement their Storm Water Pollution Prevention Plan (SWPPP), including their Construction Site Monitoring and Reporting Program (CSMRP) prior to commencement of construction.

3. This General Permit does not pre-empt or supersede the authority of other agencies to prohibit, restrict, or control storm water discharges to MS4s or other watercourses within their jurisdictions.

4. This General Permit does not authorize discharges of fill or dredged material regulated by the US Army Corps of Engineers under section 404 of the CWA and does not constitute water quality certification under section 401 of the CWA.

5. This General Permit does not authorize land-disturbing activities in 100-year floodplains or stream environment zones (SEZ) unless an exemption to applicable waste discharge prohibitions is granted in writing.

6. Lahontan Water Board staff is authorized to issue a single WDID number to a Discharger proposing multiple discharges at multiple locations within the Lake Tahoe Hydrologic Unit, provided that the nature of the discharges and the locations are reported and included in the application information provided with the PRDs for this General Permit.

D. Eligibility Criteria

1. Discharges covered by this General Permit are limited to storm water and authorized non-storm water discharges to surface waters and to land that are associated with construction activities in the Lake Tahoe Hydrologic Unit (Department of Water Resources Hydrologic Unit No. 634.00) as described in any one of the categories listed below:

    a. Construction activity including clearing, grading and excavation activities, except operations that result in land disturbance of less than one acre of total land area, and which are not part of a larger common plan of development or sale.

    b. Construction activity that results in land disturbance of less than one acre if the construction activity is part of a larger common plan of development or sale that disturbs one or more acres.

c. Construction activity that results in land disturbance of one or more acres related to residential, commercial, or industrial development on lands currently used for agriculture or silviculture including, but not limited to, the construction of roads and buildings related to agriculture or silviculture that are considered industrial pursuant to USEPA regulations, such as dairy barns or food processing facilities.

d. Construction activity that results in land disturbance of one or more acres associated with linear underground/overhead utility projects (LUP) including, but not limited to, those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities), underground utility mark-out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and pole/tower pad and cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

e. Discharges from construction activities that result in land disturbance of one or more acres associated with oil and gas exploration, production, processing, or treatment operations or transmission facilities.

2. Activities specifically not required or eligible to be covered under this General Permit include:

a. Disturbance to land associated with municipal facilities under an approved NPDES Storm Water Management Program for routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facilities.

b. Disturbances to land surfaces solely related to agricultural operations such as disking, harrowing, terracing and leveling, and soil preparation.

c. Discharges of storm water from areas on tribal lands; construction on tribal lands is regulated by a separate federal permit.

d. Construction activity that disturbs less than one acre of land, and that is not part of a larger common plan of development or sale.

e. Construction activity covered by an individual NPDES Permit for storm water discharges.

3. Upon receipt of the appropriate PRDs, Lahontan Water Board staff will determine if such a discharge satisfies all of the following conditions:

    a. The discharge will be generated from construction activity that does not include any other waste discharge activities, except for those described for authorized non-storm water discharges in section II.D.4., below.

    b. The project does not include permanent disturbance to lands classified as SEZs as defined in the Basin Plan, unless the Lahontan Water Board grants an exemption to applicable discharge prohibitions explicitly in writing.

    c. The project incorporates appropriate temporary BMPs and low impact development (LID) techniques, as feasible, to infiltrate and/or treat storm water runoff from existing and proposed impervious surfaces on the site as required in this General Permit.

    d. The project plans include a SWPPP that proposes specific temporary and permanent measures to prevent the discharge of pollutants from the site.

    e. The project plans include projected dates for:

        i. Completion of construction;

        ii. Completion of storm water infiltration and/or treatment facilities; and

        iii. Completion of any necessary restabilization and revegetation.

4. Discharges of non-storm water may be necessary for certain construction projects. Such discharges include, but are not limited to, irrigation of vegetation, erosion control measures, pipe flushing and testing, and construction dewatering. These discharges are authorized under the following conditions:

    a. The discharge does not violate any other provision of this General Permit.

    b. The discharge is not prohibited by the Basin Plan or, if required by the Basin Plan, a prohibition exemption from the Lahontan Water Board has been granted in writing for discharge prohibitions contained in the Basin Plan.

    c. The Discharger has included and implemented specific BMPs required by this General Permit to prevent or reduce the contact of the non-storm water discharge with construction materials or equipment. For dewatering waste, the Discharger has prepared and provided for review a detailed dewatering and monitoring plan that meets the conditions for Exempted Low Threat Discharges (Attachment F) prior to start of dewatering activities.

    d. The discharge does not contain toxic constituents in toxic amounts.

5. Dischargers are eligible for coverage under this General Permit provided that the Discharger provides PRDs and the proper fee to the State Water Board before starting construction activities. Dischargers previously covered under Order No. R6T-2011-0019 must submit their PRDs and receive approval before continuing construction activities after January 1, 2017. PRDs shall include the Notice of Intent (NOI), site maps, and SWPPP. If an Active Treatment System (ATS) is proposed to be used, information required in Attachment E must also be provided as part of the PRDs. An ATS is distinct from other BMPs in that they include the use of chemical coagulation, chemical flocculation, or electro-coagulation to aid in the reduction of turbidity. For proposed construction activity on easements or on nearby property by agreement or permission, the entity responsible for the construction activity must provide the PRDs and filing fee, and shall be responsible for development of the SWPPP. The NOI must be signed in accordance with the signatory requirements of the Standard Provisions (Attachment D).

   The filing fee shall be provided to:

   SWRCB
   Storm Water Section
   P.O. Box 1977
   Sacramento, CA 95812

   Or hand delivered to:

   SWRCB
   Storm Water Section
   1001 I Street – 15th Floor
   Sacramento, CA 95814

6. Construction activities that involve alteration of a lake-bed or stream channel may require prior written agreement with the California Department of Fish and Wildlife. A copy of the application, and any written agreement or agreement waiver must be provided with the NOI.

7. The Discharger, upon written request, provides additional information necessary to ascertain whether the discharge meets the criteria for coverage under this General Permit.

8. No discharge under this General Permit is authorized until a written WDID number is issued.

9. Notwithstanding the provisions of this section, the Lahontan Water Board may consider adoption of an individual NPDES permit for any discharge, after due notice and a public meeting, when desirable or necessary.

E. Termination of Coverage

1. The Discharger will retain coverage under this General Permit and be billed annually until a NOT is requested through SMARTS and approved by Lahontan Water Board staff. Permit coverage may be terminated based on one of the following:

    a. Construction is complete or suspended – For NOT approval, the Discharger must certify in the NOT request that:

        i. The construction project is complete and there is no potential for construction-related storm water pollution or pollutant discharges;

        ii. All construction materials and waste have been removed from the project site and disposed of properly;

        iii. All elements of the SWPPP have been completed;

        iv. Permanent BMPs have been installed and all disturbed soil areas (DSA) are stabilized to prevent and control erosion (RUSLE/RUSLE 2 or Custom Method); and

        v. Post-construction storm water control requirements have been met; or

    b. The site cannot discharge storm water to waters of the United States – For NOT approval, the Discharger must certify that all storm water is either retained on site or all storm water is discharged to off-site evaporation or percolation ponds; or

    c. Storm water discharge from the site is now subject to another NPDES general or individual permit – For NOT approval, the Discharger must certify the NPDES permit number and date of coverage; or

    d. The site was transferred to another operator/owner – For NOT approval the Discharger must certify the date of transfer, notify the new operator/owner, and provide the new operator/ owner contact information. If the project lands are transferred to new ownership before construction is complete, the Discharger must temporarily stabilize the site such that it remains stable until construction activity resumes. The new owner must also apply for coverage under this General Permit, as described above, and may be liable for construction related discharges without an NPDES permit for any period when the project discharge is not covered under this General Permit.

2. As part of the NOT request, the Discharger must provide site photographs and a written narrative describing how the site has been and will remain stabilized. Site-specific evaluation of stability may include parameters such as slope and aspect, percent total cover, percent vegetative cover, vegetation type, soil nutrient and organic matter content, and soil infiltration rate.

3. For sites where final stabilization relies on the establishment of mature vegetation, the Discharger must describe and certify that a plan is in place to monitor and maintain stable conditions until the site is self-sustaining.

4. The Discharger is required to pay the annual fee (as specified in the annual billing received from the State Water Board) until the permit coverage is officially terminated in writing by Lahontan Water Board staff. Lahontan Water Board staff may inspect the site, as necessary, to determine if the project qualifies for permit termination. If Lahontan Water Board staff denies termination of coverage under the General Permit, written notification with the reasons for denial will be provided through SMARTS.

III. DISCHARGE PROHIBITIONS

The Basin Plan contains certain waste discharge prohibitions that apply region-wide or specifically to the Lake Tahoe Hydrologic Unit and are listed below. Waste discharge prohibitions listed below do not apply to discharges of storm water when wastes in the discharge are controlled through the application of management practices or other means and the discharge does not cause a violation of WQO. Additionally, the Lahontan Water Board has determined non-storm water discharges, such as construction dewatering and other construction-related discharges, may qualify as low threat discharges that are exempt from applicable region-wide and hydrologic unit/area waste discharge prohibitions under certain conditions. Waste discharge prohibition exemptions allowed under the Basin Plan are presented in Attachment F and, except for discharges listed in Attachment F, Table 4.1-1, must be specifically granted in writing by the Lahontan Water Board.

Region-wide Prohibitions

A. The discharge of waste that causes violation of any narrative or numeric WQO contained in the Basin Plan is prohibited.

B. Where any numeric or narrative WQO contained in the Basin Plan is already being violated, the discharge of waste that causes further degradation or pollution is prohibited.

C. The discharge of waste that could affect the quality of waters of the state that is not authorized by the State or Regional Board through waste discharge requirements, waiver of waste discharge requirements, NPDES permit, cease and desist order, certification of water quality compliance pursuant to CWA section 401, or other appropriate regulatory mechanism is prohibited.

D. The discharge of untreated sewage, garbage, or other solid wastes into surface waters of the Region is prohibited.

E. The discharge of pesticides to surface waters or ground waters is prohibited.

Lake Tahoe Hydrologic Unit Prohibitions

F. The discharge attributable to human activities of any waste or deleterious material to surface waters of the Lake Tahoe Hydrologic Unit is prohibited.

G. The discharge attributable to human activities of any waste or deleterious material to land below the highwater rim of Lake Tahoe or within the 100-year floodplain of any tributary to Lake Tahoe is prohibited.

H. The discharge attributable to human activities of any waste or deleterious material to SEZs in the Lake Tahoe Hydrologic Unit is prohibited.

I. The discharge or threatened discharge attributable to new pier construction of wastes to significant spawning habitats or to areas immediately offshore of stream inlets in Lake Tahoe is prohibited.

J. The discharge of garbage or other solid waste to lands within the Lake Tahoe Basin is prohibited.

K. The discharge of industrial waste within the Lake Tahoe Basin is prohibited. Industrial waste is defined as any waste resulting from any process or activity of manufacturing or construction.

IV. EFFLUENT LIMITATIONS

Storm water runoff generated from land disturbing activities should be infiltrated to the greatest extent possible. Waters infiltrated into soils should not contain excessive concentrations of nutrients that may exceed the filtering capacity of the soils and vegetation.

Runoff that is allowed to discharge off the project boundaries must meet the following effluent limitations.

A. All storm water runoff generated within the project area that is discharged to surface waters, MS4s, or other storm water conveyances must not contain constituents in excess of the following numeric effluent limitations (NEL):

Table 3. Storm Water Effluent Limitations

Parameter	Units	Maximum Daily Effluent Limitations For Discharge
Total Nitrogen (as N)	mg/L	0.5
Total Phosphorus (as P)	mg/L	0.1
Total Iron	mg/L	0.5
Turbidity	NTU	20*
Grease and Oil	mg/L	2
Note* - For ATS use, 10 NTU as daily average and 20 NTU for any single sample.		

B. All waters generated within the project area, or as a result of the development of the project, that are discharged to surface waters, MS4s, or other storm water conveyances must not contain the following:

1. Substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, or animal life; and

2. Coliform organisms attributable to human wastes.

C. For protection of receiving waters the pH of effluent samples should not fall outside of the range of 6.0 to 9.0. This range is set as a numeric benchmark level. If the pH of effluent is outside of the benchmark, the Discharger must investigate the cause of the excursion and implement appropriate corrective measures. If the pH levels are determined to be from natural causes, the Discharger must provide data (e.g., from run-on) to demonstrate this condition.

V. RECEIVING WATER LIMITATIONS

The following objectives apply to all surface waters within the Lake Tahoe Hydrologic Unit and include both region-wide receiving water limits and receiving water limits established for specific water bodies within the Lake Tahoe Hydrologic Unit. If more stringent applicable water quality standards are promulgated or approved pursuant to section 303 of the Federal CWA or amendments thereto, the Lahontan Water Board may revise and modify this General Permit accordingly. The discharge of waste must not cause or contribute to a violation of the following objectives.

A. Receiving Water Limits for Surface Waters – Region-wide

1. Ammonia

The neutral, unionized ammonia species (NH_3) is highly toxic to freshwater fish. The fraction of toxic NH_3 to total ammonia species ($NH_4^+ + NH_3$) is a function of temperature and pH. Basin Plan Tables 5.1-5 and 5.1-6 were derived from USEPA ammonia criteria for freshwater. Ammonia concentrations shall not exceed the values listed for the corresponding conditions in these tables. For temperature and pH values not explicitly identified in these tables, the most conservative value

neighboring the actual value may be used or criteria can be calculated from numerical formulas developed by the USEPA.

2. Bacteria, Coliform

Waters shall not contain concentrations of coliform organisms attributable to anthropogenic sources, including human and livestock wastes.

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.*

3. Biostimulatory Substances

Waters shall not contain biostimulatory substances in concentrations that promote aquatic growths to the extent that such growths cause nuisance or adversely affect the water for beneficial uses.

4. Chemical Constituents

Waters designated as MUN shall not contain concentrations of chemical constituents in excess of the maximum contaminant levels (MCLs) or secondary maximum contaminant levels (SMCLs) based upon drinking water standards specified in the following provisions of title 22 of the California Code of Regulations (CCR) which are incorporated by reference into this General Permit: Table 64431-A of section 64431 (Inorganic Chemicals), Table 64431-B of section 64431 (Fluoride), Table 64444-A of Section 64444 (Organic Chemicals), Table 64449-A of section 64449 (SMCLs-Consumer Acceptance Limits), and Table 64449-B of section 64449 (SMCLs-Ranges). This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.

Waters designated as AGR shall not contain concentrations of chemical constituents in amounts that adversely affect the water for beneficial uses (i.e., agricultural purposes).

Waters shall not contain concentrations of chemical constituents in amounts that adversely affect the water for beneficial uses.

5. Chlorine, Total Residual

For the protection of aquatic life, total chlorine residual shall not exceed either a median value of 0.002 mg/L or a maximum value of 0.003 mg/L. Median values shall be based on daily measurements taken within any six-month period.

6. Color

Waters shall be free of coloration that causes nuisance or adversely affects the water for beneficial uses.

7. Dissolved Oxygen

The dissolved oxygen concentration, as percent saturation, shall not be depressed by more than 10 percent, nor shall the minimum dissolved oxygen concentration be less than 80 percent of saturation.

For waters with the beneficial uses of COLD, COLD with SPWN, WARM, and WARM with SPWN, the minimum dissolved oxygen concentration shall not be less than that specified in Basin Plan Table 5.1-8.

8. Floating Materials

Waters shall not contain floating material, including solids, liquids, foams, and scum, in concentrations that cause nuisance or adversely affect the water for beneficial uses.

For natural high quality waters, the concentrations of floating material shall not be altered to the extent that such alterations are discernable at the 10 percent significance level.

9. Oil and Grease

Waters shall not contain oils, greases, waxes or other materials in concentrations that result in a visible film or coating on the surface of the water or on objects in the water, that cause nuisance, or that otherwise adversely affect the water for beneficial uses.

For natural high quality waters, the concentration of oils, greases, or other film or coat generating substances shall not be altered.

10. Nondegradation of Aquatic Communities and Populations

All wetlands shall be free from substances attributable to wastewater or other discharges that produce adverse physiological responses in humans, animals, or plants; or which lead to the presence of undesirable or nuisance aquatic life.

All wetlands shall be free from activities that would substantially impair the biological community as it naturally occurs due to physical, chemical and hydrologic processes.

11. pH

In fresh waters with designated beneficial uses of COLD, changes in normal ambient pH levels shall not exceed 0.5 pH units. For all other waters, the pH shall not be depressed below 6.5 nor raised above 8.5.

The Regional Board recognizes that some waters of the Region may have natural pH levels outside of the 6.5 to 8.5 range. Compliance with the pH objective for these waters will be determined on a case-by-case basis.

12. Radioactivity

Radionuclides shall not be present in concentrations which are deleterious to human, plant, animal, or aquatic life, nor which result in the accumulation of

radionuclides in the food web to an extent which presents a hazard to human, plant, animal, or aquatic life.

Waters designated as MUN shall not contain concentrations of radionuclides in excess of the limits specified in Table 4 of section 64443 (Radioactivity) of title 22 of the CCR which is incorporated by reference into this General Permit. This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.

13. Sediment

The suspended sediment load and suspended sediment discharge rate of surface waters shall not be altered in such a manner as to cause nuisance or adversely affect the water for beneficial uses.

14. Settleable Materials

Waters shall not contain substances in concentrations that result in deposition of material that causes nuisance or that adversely affects the water for beneficial uses. For natural high quality waters, the concentration of settleable materials shall not be raised by more than 0.1 milliliter per liter.

15. Suspended Materials

Waters shall not contain suspended materials in concentrations that cause nuisance or that adversely affects the water for beneficial uses.

For natural high quality waters, the concentration of total suspended materials shall not be altered to the extent that such alterations are discernible at the 10 percent significance level.

16. Suspended Sediment

Suspended sediment concentrations in streams tributary to Lake Tahoe shall not exceed a 90th percentile value of 60 mg/L. (This objective is equivalent to the Tahoe Regional Planning Agency's regional "environmental threshold carrying capacity" standard for suspended sediment in tributaries.)

17. Taste and Odor

Waters shall not contain taste or odor-producing substances in concentrations that impart undesirable tastes or odors to fish or other edible products of aquatic origin, that cause nuisance, or that adversely affect the water for beneficial uses. For naturally high quality waters, the taste and odor shall not be altered.

18. Temperature

The natural receiving water temperature of all waters shall not be altered unless it can be demonstrated to the satisfaction of the Lahontan Water Board that such an alteration in temperature does not adversely affect the water for beneficial uses.

For waters designated COLD, the temperature shall not be altered.

Temperature objectives for COLD interstate waters and WARM interstate waters are as specified in the "Water Quality Control Plan for Control of Temperature in

the Coastal and Interstate Waters and Enclosed Bays and Estuaries of California" including any revisions. This plan is summarized in Basin Plan Chapter 6 (Plans and Policies) and included in Basin Plan Appendix B.

19. Toxicity

All waters shall be maintained free of toxic substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, animal, or aquatic life. *Compliance with this objective will be determined by use of indicator organisms, analyses of species diversity, population density, growth anomalies, bioassays of appropriate duration and/or other appropriate methods as specified by the Lahontan Water Board.*

The survival of aquatic life in surface waters subjected to a waste discharge, or other controllable water quality factors, shall not be less than that for the same water body in areas unaffected by the waste discharge, or when necessary, for other control water that is consistent with the requirements for "experimental water" as defined in *Standard Methods for the Examination of Water and Wastewater* (American Public Health Association, et al. 1998).

20. Turbidity

Waters shall be free of changes in turbidity that cause nuisance or adversely affect the water for beneficial uses. Increases in turbidity shall not exceed natural levels by more than 10 percent.

B. Receiving Water Limits for Surface Waters - Certain Water Bodies

The following objectives (listed alphabetically) and the objectives listed in Attachment G are in addition to the region-wide objectives specified above and supersede the region-wide objectives in the event of any conflict. These objectives apply to certain surface waters of the Lake Tahoe Hydrologic Unit. The discharge of waste must not cause or contribute to a violation of these objectives.

1. Algal Growth Potential

For Lake Tahoe, the mean algal growth potential at any point in the Lake shall not be greater than twice the mean annual algal growth potential at the limnetic reference station. *The limnetic reference station is located in the north central portion of Lake Tahoe. It is shown on maps in annual reports of the Lake Tahoe Interagency Monitoring Program. Exact coordinates can be obtained from the U.C. Davis Tahoe Research Group.*

2. Biological Indicators

For Lake Tahoe, algal productivity and the biomass of phytoplankton, zooplankton, and periphyton shall not be increased beyond the levels recorded in 1967-71, based on statistical comparison of seasonal and annual means. *The "1967-71 levels" are reported in the annual summary reports of the "California-Nevada-Federal Joint Water Quality Investigation of Lake Tahoe" published by the California Department of Water Resources.*

3. Clarity

For Lake Tahoe, the vertical extinction coefficient shall be less than 0.08 per meter when measured below the first meter. When water is too shallow to determine a reliable extinction coefficient, the turbidity shall not exceed 3 Nephelometric Turbidity Units (NTU). In addition, turbidity shall not exceed 1 NTU in shallow waters not directly influenced by stream discharges. *The Lahontan Water Board will determine when water is too shallow to determine a reliable vertical extinction coefficient based upon its review of standard limnological methods and on advice from the U.C. Davis Tahoe Research Group.*

4. Conductivity, Electrical

In Lake Tahoe, the mean annual electrical conductivity shall not exceed 95 umhos/cm at 25°C at any location in the Lake.

5. pH

In Lake Tahoe, the pH shall not be depressed below 7.0 nor raised above 8.4.

6. Plankton Counts

For Lake Tahoe, the mean seasonal concentration of plankton organisms shall not be greater than 100 per ml and the maximum concentration shall not be greater than 500 per ml at any point in the Lake.

7. Suspended Sediment

Suspended sediment concentrations in streams tributary to Lake Tahoe shall not exceed a 90th percentile value of 60 mg/L. (This objective is equivalent to the Tahoe Regional Planning Agency's regional “environmental threshold carrying capacity” standard for suspended sediment in tributaries.)

8. Transparency

For Lake Tahoe, the annual average Secchi disk deep water transparency shall not be decreased below 29.7 meters, the levels recorded in 1967-71.

The discharge shall not cause or contribute to a violation of any applicable water quality standard for receiving water adopted by the Lahontan Water Board or State Water Board as required by the Federal Water Pollution Control Act and regulations adopted thereunder. Discharges shall not cause or contribute to the receiving WQOs listed in Attachment G to be exceeded for the specified surface waters and tributaries thereto. If more stringent applicable water quality standards are promulgated or approved pursuant to section 303 of the Federal CWA or amendments thereto, the Lahontan Water Board may revise and modify this General Permit in accordance with such more stringent standards.

C. Receiving Water Limits for Ground Waters – Regionwide

The Dischargers shall not cause or contribute to a violation of the following objectives, which apply to all ground waters of the Lahontan Region, including the Lake Tahoe Basin:

1. Bacteria, Coliform

In ground waters designated as MUN, the median concentration of coliform organisms over any seven-day period shall be less than 1.1/100 milliliters.

2. Chemical Constituents

Ground waters designated as MUN shall not contain concentrations of chemical constituents in excess of the MCLs or SMCLs based upon drinking water standards specified in the following provisions of title 22 of the CCR which are incorporated by reference into this General Permit: Table 64431-A of section 64431 (Inorganic Chemicals), Table 64431-B of section 64431 (Fluoride), Table 64444-A of section 64444 (Organic Chemicals), Table 64449-A of section 64449 (SMCLs-Consumer Acceptance Limits), and Table 64449-B of section 64449 (SMCLs-Ranges). This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.

Waters designated as AGR shall not contain concentrations of chemical constituents in amounts that adversely affect the water for beneficial uses (i.e., agricultural purposes).

Ground waters shall not contain concentrations of chemical constituents that adversely affect the water for beneficial uses.

3. Radioactivity

Ground waters designated as MUN shall not contain concentrations of radionuclides in excess of the limits specified in Table 4 of section 64443 (Radioactivity) of title 22 of the CCR which is incorporated by reference into this General Permit. This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.

4. Taste and Odor

Ground waters shall not contain taste or odor-producing substances in concentrations that cause nuisance or that adversely affect beneficial uses. For ground waters designated as MUN, at a minimum, concentrations shall not exceed adopted SMCLs specified in Table 64449-A of section 64449 (SMCLs-Consumer Acceptance Limits), and Table 64449-B of section 64449 (SMCLs-Ranges) of title 22 of the CCR which is incorporated by reference into this General Permit. This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.

VI. PROVISIONS

A. Standard Provisions

1. Dischargers shall comply with all Standard Provisions included in Attachment D, which are made part of this General Permit.

B. Reopener Provisions

1. If more stringent applicable water quality standards are promulgated or approved pursuant to section 303 of the Federal Water Pollution Control Act or amendments thereto, the Lahontan Water Board may revise and modify this General Permit in accordance with such standards.

2. The Lahontan Water Board may reopen this General Permit to establish new conditions or effluent limitations should monitoring data or other new information indicate that a constituent is discharged at a level that will do any of the following:

   a. Cause, have reasonable potential to cause, or contribute to an in-stream excursion above any water quality criteria or objective; or

   b. Cause, have reasonable potential to cause, or contribute to a violation of any WQO in the Basin Plan.

3. The Lahontan Water Board may reopen this General Permit to reflect any site-specific objectives established for the waterbody or changes to beneficial uses for the waterbody resulting from a use attainability analysis or Basin Plan amendment.

4. The Lahontan Water Board may reopen this General Permit to reflect any changes needed to implement amendments to the Basin Plan.

C. Provisions for Administrative Continuance This General Permit continues in force and effect until a new General Permit is issued or the Lahontan Water Board rescinds this General Permit.

D. Additional Provisions

1. Dischargers shall comply with the following additional provisions:

   a. Failure to comply with this permit may constitute a violation of the Water Code and/or the CWA, and is grounds for enforcement action or for permit termination, revocation and re-issuance, or modification.

   b. The Water Code and the CWA provide for civil liability and criminal penalties for violations of the permit limits including imposition of civil liability or referral to the Attorney General.

   c. Provisions of the permit are severable. If any provision of the requirements is found invalid, the remainder of the requirements shall not be affected.

   d. Pursuant to Water Code section 13263(g), no discharge of waste into the waters of the state, whether or not the discharge is made pursuant to waste discharge requirements, shall create a vested right to continue the

discharge. All discharges of waste into waters of the state are privileges, not rights.

e. Pursuant to Water Code section 13260(c), any change in the ownership and/or operation of property subject to the permit shall be reported to the Lahontan Water Board. Notification of applicable permit requirements shall be furnished in writing to the new owners and/or operators, and a copy of such notification shall be sent to the Lahontan Water Board.

f. If a Discharger becomes aware that any information provided to the Lahontan Water Board is incorrect, the Discharger shall immediately notify the Lahontan Water Board, in writing, and correct that information.

g. Pursuant to Water Code section 13267 and/or section 13383, Dischargers shall comply with the CSMRP, and future revisions thereto, in Attachment C of this General Permit, and any additional monitoring requirements as specified by the Lahontan Water Board Executive Officer.

2. Unless specifically granted in writing by the Lahontan Water Board, authorization pursuant to this General Permit does not constitute an exemption to applicable discharge prohibitions prescribed in the Basin Plan.

3. Dischargers must comply with the lawful requirements of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water to drainage systems or other water courses under their jurisdiction, including applicable requirements in municipal storm water management programs developed to comply with NPDES General Permits issued to local agencies by the Lahontan Water Board.

4. Dischargers shall at all times fully comply with engineering plans, specifications, and technical reports provided with the PRDs.

5. Dischargers shall at all times fully comply with the SWPPP and Rain Event Action Plan (REAP).

6. In accordance with section 13260 of the Water Code, Dischargers shall file a report with the Lahontan Water Board of any material change or proposed change in the character, location, or volume of the discharge. Any proposed material change in the operation shall be reported to the Lahontan Water Board at least 30 days in advance of implementation of any such proposal. This shall include, but not be limited to, all significant new soil disturbances, all proposed expansion of development, and increase in impervious surface coverage, or any change in drainage characteristics at the project site.

7. Order No. R6T-2011-0019 is rescinded on December 31, 2016, except for enforcement purposes.

VII. TRAINING QUALIFICATIONS AND CERTIFICATIONS REQUIREMENTS

A. General

Dischargers shall ensure that persons responsible for developing and implementing storm water pollution controls specified by this General Permit shall be appropriately trained and certified in accordance with the requirements below. Additionally, project SWPPP requirements shall be communicated by training all contractor and subcontractor personnel conducting activities that could affect storm water runoff quality. Training may be both formal and informal, as appropriate, and shall at a minimum be provided during pre-construction meetings and regular onsite meetings conducted during the course of the project. Training shall be documented and kept as part of the SWPPP records.

Dischargers shall certify in the Annual Report that persons responsible for implementing the requirements of this General Permit have the required qualifications and training.

B. SWPPP Certification Requirements

1. Qualified SWPPP Developer: Dischargers shall ensure that SWPPPs are written, amended and certified by a Qualified SWPPP Developer (QSD). A QSD shall have one of the following registrations or certifications, and appropriate experience, as required for:

   a. A California Board of Professional Engineers, Land Surveyors, and Geologist (CBPELSG) license in good standing as a professional civil engineer, professional geologist, and/or professional engineering geologist;

   b. A California registered Landscape Architect;

   c. A professional hydrologist registered through the American Institute of Hydrology;

   d. A Certified Professional in Erosion and Sediment Control (CPESC)™ registered through EnviroCert International, Inc;

   e. A Certified Professional in Storm Water Quality (CPSWQ)™ registered through EnviroCert International, Inc.; or

   f. A professional in erosion and sediment control registered through the National Institute for Certification in Engineering Technologies (NICET).

2. Required QSD Training: A QSD shall have attended a State Water Board-sponsored or -approved QSD training course and pass a required examination covering the course material or meet the State Water Board requirements for a California Board of Professional Engineer, Land Surveyors and Geologists (CBPELSG) licensee.

3. Qualified SWPPP Practitioner: Dischargers shall ensure that implementation of all BMPs required by this General Permit and all other SWPPP elements are overseen and managed by a Qualified SWPPP Practitioner (QSP). A QSP shall be either a QSD or have one of the following certifications:

   a. A certified erosion, sediment and storm water inspector registered through EnviroCert International, Inc.; or

   b. A certified inspector of sediment and erosion control registered through Certified Inspector of Sediment and Erosion Control, Inc.

4. Required QSP Training: A QSP shall have attended a State Water Board-sponsored or -approved QSP training course and pass a required examination covering the course material.

5. QSP Responsibilities: The project QSP is responsible for assisting the Discharger to comply with the General Permit through the proper implementation, management, and monitoring of the SWPPP elements and other General Permit requirements. The QSP must directly manage these activities by being present at the site and/or through a communication plan that allows the QSP to actively and effectively manage trained personnel conducting the SWPPP activities. The SWPPP must include a written plan describing how the QSP will oversee and manage all SWPPP activities and the Discharger must maintain written records documenting the QSP's plan implementation and effectiveness.

   The QSP Management Plan must show how the QSP plans to inspect and report all of the required visual inspections and monitoring requirements, prepare and implement REAPs, prepare and submit water quality exceedance reports, ensure that all employees have current water pollution control training, and correct any construction activities damaging water pollution control practices or causing water pollution.

VIII. BEST MANAGEMENT PRACTICES (BMPS)

Dischargers shall minimize or prevent pollutants in storm water discharges and authorized non-storm water discharges through the use of controls, structures,

and management practices that achieve BAT for toxic and non-conventional pollutants and BCT for conventional pollutants. Storm water controls and control locations must be described in the SWPPP for the project site. At a minimum, the following types of storm water control measure BMPs must be described in the SWPPP and implemented for the project.

A. Site Management

Dischargers shall implement appropriate site management measures to control pollutants in site runoff for construction materials that are potential threats to water quality if discharged. The control measures shall include, but are not limited to, the following items.

1. Conduct an inventory of the products used and/or expected to be used and the end products that are produced and/or expected to be produced. This does not include materials and equipment that are designed to be outdoors and exposed to environmental conditions (i.e., poles, equipment pads, cabinets, conductors, insulators, bricks, etc.).

2. Identify potential pollutant sources and areas of the site where BMPs are necessary to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. This potential pollutant source list shall identify all non-visible pollutants which are known, or should be known, to occur on the construction site. At a minimum, when developing BMPs, the Discharger shall:

    a. Consider the quantity, physical characteristics (e.g., liquid, powder, solid), and locations of each potential pollutant source handled, produced, stored, recycled, or disposed of at the site.

    b. Consider the degree to which pollutants associated with those materials may be exposed to and mobilized by contact with storm water.

    c. Consider the direct and indirect pathways that pollutants may be exposed to storm water or authorized non-storm water discharges. This shall include an assessment of past spills or leaks, non-storm water discharges, and discharges from adjoining areas.

3. Schedule land-disturbing activities to minimize the duration that bare soils are exposed to erosion. Schedule BMP implementation to coincide with land-disturbing activities - avoid installing BMPs when and where they are not needed.

4. Store chemicals in watertight containers with appropriate secondary containment to prevent any spillage or leakage, and protect from precipitation and surface run-on. For hazardous liquids used in active work

areas, place in appropriate temporary secondary containment when not in use.

5. Separate snow storage and disposal areas from surface waters to prevent direct discharge and avoid surface runoff. Treatment and retention capacity of storm water basins and similar facilities on the land surface must not be compromised by snow storage/management activities. Treatment facilities shall be designed to accommodate snowmelt runoff from designated snow storage and disposal areas.

6. Protect permanent infiltration facilities from receiving turbid discharges or other polluted storm water runoff. If permanent infiltration facilities are used as temporary BMPs, the capacity and functionality of the facilities shall be maintained and/or renovated as needed to ensure pre-project capacity and function prior to requesting General Permit termination.

7. When discharging from basins and impoundments, utilize outlet structures that withdraw water from the surface, unless infeasible.

8. Prevent the discharge of pollutants from sanitation facilities (e.g., portable toilets) to the storm water drainage system or receiving water. Sanitation facilities shall be cleaned/replaced as necessary, and inspected regularly for leaks and spills.

9. Cover waste disposal containers at the end of every business day and during a rain event.

10. Contain and securely protect stockpiled waste material from wind and rain at all times unless actively being used.

11. Protect all loose piles of soil, silt, clay, sand, debris, or other earthen materials such that sediment is prevented from leaving the site.

12. Prevent ground compaction and disturbance activities in unpaved areas not subject to construction. All non-construction areas shall be identified and protected by fencing or other means to limit access. These control measures shall be inspected periodically and shall be repaired when necessary to maintain effectiveness.

13. Develop a spill response plan prior to commencement of construction activities. The plan shall include:

    a. Descriptions of equipment and materials required to be on site for cleanup of spills/leaks; and
    b. Descriptions of appropriate spill response procedures, the responsible personnel, and the training records of such personnel. Include

provisions to respond to potentially large spills that are beyond the capacity of the contractor to respond.

14. Ensure the containment of concrete washout areas and other washout areas that may contain additional pollutants so there is no discharge into the underlying soil and onto the surrounding areas.

15. Prevent the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters.

16. Conduct equipment and vehicle fueling, maintenance and repair activities only in designated areas with appropriate BMPs and containment for spills.

17. Activities such as grading, filling, and clearing of vegetation that disturb soil are prohibited during periods of inclement weather that cause saturated, muddy, or unstable soil conditions. Additionally, by October 15 of each year all disturbed areas must be permanently stabilized or temporarily winterized to prevent excess sediment and other pollutants from discharging off the project site, and land-disturbing activities must cease from October 16 to April 30 of the following year. Winterized means to implement appropriate BMPs to prevent and minimize erosion and soil movement from the site in storm water in a manner that will remain effective until May 1 of the following year.

    Special regulations apply to construction activities occurring between October 16 and April 30, as follows:

    a. All areas of the project site must be adequately winterized by October 15 as a condition for continued work on the site.
    b. The Lahontan Water Board Executive Officer may grant variances to allow limited grading and land disturbance during this period when finding in writing that controls are in place to protect water quality.

B. Sediment and Erosion/Stabilization Controls

Dischargers shall implement a combination of sediment and erosion controls to prevent or minimize sediment discharges from the site. Control measures shall include, but are not limited to, the following items.

1. Install temporary sediment controls for the down-gradient perimeter of the project site, and/or any location where storm water or authorized non-storm water may discharge from the project site, prior to the initiation of any construction-related activities.

2. Install temporary gravel bag dikes, fiber rolls, filter fabric fence, or other equivalent measures as necessary to control erosion and runoff.

3. Install temporary check dams such as gravel bag dikes in concentrated flow lines to slow and detain water flows and retain sediment.

4. Protect drain inlets and outfall structures with appropriate controls for erosion and to minimize sediment discharges.

5. Prevent off-site tracking of earthen materials from the construction site onto adjacent roads and public ways. Dischargers shall control access points, install stabilized entrances/exits for vehicle and equipment traffic operating on the site, and implement sweeping as necessary where tracking prevention is not complete.

6. Provide and maintain natural buffers around surface waters and direct storm water runoff to vegetated areas, unless infeasible.

7. If used, sediment basins must be designed according to the methods provided in California Storm Water Quality Association's (CASQA's) Construction BMP Guidance Handbook or equivalent methods certified by a CBPELSG.

8. Control storm water volume and velocity within the site to minimize soil erosion and offsite discharges.

9. Direct all run-on surface flows from offsite, to the maximum extent possible, away from all disturbed areas.

10. Surface flows from the project site shall be controlled to prevent downstream erosion at any point.

11. Minimize the disturbance of steep slopes and control the amount of soil exposed to erosion at any particular time during construction activity.

12. Control soil compaction and preserve topsoil as feasible.

13. Implement an effective combination of temporary sediment and erosion controls on DSA prior to the onset of precipitation events.

14. Remove all temporary BMPs and permanently stabilize or vegetate all finished graded areas. Revegetated areas shall be completed using specifications necessary for successful growth and soil cover, and maintained as needed to ensure adequate growth and root development until vegetation becomes established. If mulch cover only is used for stabilization from erosion, Dischargers must demonstrate the mulch will

provide ongoing effectiveness in preventing soil erosion. The following measures are recommended:

a. Depending on the level of disturbance and site conditions, wood chip mulch, pine needle mulch, rock, or other suitable materials may be applied on disturbed surfaces in lieu of vegetation;

b. Whenever practical, seeds collected from the project site area should be added to the seed mix being applied during revegetation;

c. Whenever practical, natural revegetation and native mulch will be the preferred method of stabilization; and

d. Limit the use of plastic materials contained in permanent BMPs.

15. Wind erosion shall be controlled to prevent nuisance and to prevent the transport of dust and soil particles into the air, off the project site, into any surface waters, or into any drainage course.

C. Construction Site Dewatering or Diversions

Construction site dewatering waste must not be discharged to surface waters or tributaries thereto, including MS4s, unless the discharge meets the criteria for a low threat discharge, or meets the criteria for other exemptions presented in Attachment F.

Prior to conducting dewatering activities on a site covered by this General Permit, Dischargers must prepare a dewatering plan as part of the SWPPP. Lahontan Water Board staff will require Dischargers to provide the dewatering plan as part of the project PRDs or upon determining dewatering is necessary.

The dewatering/diversion plan shall, at a minimum, include the following:

1. An explanation of alternatives considered for discharges to land, and why alternatives to discharging to surface waters are infeasible.

2. An assessment of whether soil and/or groundwater contaminated by foreign waste material is present in the dewatering area.

3. The location of the discharge area or outfall and name of receiving water.

4. A description of the discharge or diversion method and plan drawings as necessary.

5. The frequency and estimated volume and rate of discharge.

6. Expected pollutants and concentrations in discharge, and control measures to be applied and maintained to ensure that the discharge will not cause a violation of water quality objectives.

7. A monitoring plan for effluent and/or receiving waters. Monitoring may include visual observations and/or sample collection and analysis.

D. Inspection, Maintenance and Repair

Dischargers shall conduct inspections of sites and BMPs in accordance with the requirements of the CSMRP described in Attachment C. Dischargers shall ensure that all inspection, maintenance and repair work is performed or supervised by a QSP representing the Discharger. The QSP may delegate any or all of these activities to an employee appropriately trained to do the tasks. Training must be documented and records kept with the SWPPP. Training documentation must be made available to Lahontan Water Board staff upon request.

Dischargers shall conduct maintenance or repair of failed or inadequate BMPs within 72 hours of identification by a QSP or other trained personnel, or before the next predicted rain event, whichever is sooner.

E. Rain Event Action Plan (REAP)

From the dates of May 1 through October 15 of each year, and during periods in which construction activity is conducted under a variance to the BMP requirements of this General Permit (section VIII.A.16.), Dischargers shall ensure a QSP develops a REAP no later than the calendar day (24 hours) prior to any anticipated precipitation event. An anticipated precipitation event is any weather pattern that is forecast to have a 30 percent or greater chance of producing 0.1 inch of precipitation as rainfall in the project area. During periods when thunderstorm activity is anticipated, the Discharger shall monitor weather conditions during the course of the day, and prepare and implement a REAP if the chance of thunderstorms becomes 30 percent or greater, or when visual observations indicate imminent precipitation. The QSP shall obtain, for each day of construction operations, a printed copy of precipitation forecast information from the National Weather Service (NWS) Forecast Office and keep the copy with the SWPPP monitoring records. Dischargers may access the daily forecasts by entering the city or zip code of the project's location at the following website: http://www.srh.noaa.gov/forecast. The intensity of predicted precipitation may be found at the link for the "Forecast Weather Table Interface."

The REAP shall be available onsite, and a QSP shall implement the REAP prior to the onset of an actual precipitation event. The REAP must be

checked and updated daily for storms expected to last over a period of several days.

The REAP shall be developed for all phases of construction until the permit coverage is terminated by Lahontan Water Board staff. A REAP, at a minimum, shall include:

1. QSP name and contact number;

2. The date(s) rain is predicted to occur, and predicted chance of rain;

3. A description of all DSAs, material storage areas, stockpiles, vehicle and equipment storage and maintenance areas, and waste management areas to be protected.

4. For each area described above, list specific items to review and actions to perform prior to the rain event;

5. A description of the labor required or to be provided to complete the protective actions required.

6. A certification by the QSP that the REAP will be carried out as required by this General Permit; and

7. A printout of the NWS weather forecast.

F. Active Treatment Systems (ATS)

Dischargers choosing to implement an ATS on a project site shall comply with all of the requirements in Attachment E of this General Permit.

G. Post-Construction Storm Water Control Requirements

All disturbed soils areas must be stabilized to control sediment and other pollutants from entering surface waters. All permanent BMPs used for erosion and sediment control must <u>not</u> contain non-photo/biodegradable materials. Additionally, post-construction storm water controls must meet the criteria below for minimizing and reducing storm water runoff.

<u>Municipal and Public Roadway Storm Water Treatment Requirements:</u> Municipal jurisdictions and state highway departments must design projects to meet requirements in the respective municipal storm water NPDES permits.

<u>New Development, Redevelopment, and Existing Development Storm Water Treatment Requirements:</u> For new development, re-development, and existing development retrofit projects, Dischargers shall implement low-impact development (LID) techniques and infiltrate stormwater runoff from

impervious surfaces and other developed areas where natural percolation of precipitation is impeded following completion of construction. At a minimum, permanent storm water infiltration facilities must be designed and constructed to infiltrate runoff generated by the 20 year, 1-hour storm which equates to approximately one inch of runoff during a 1-hour period.

Where conditions permit, project proponents are encouraged to consider designing post-construction runoff controls in accordance with LID techniques and infiltration facilities to accommodate runoff volumes in excess of the 20 year, 1-hour storm to provide additional storm water treatment. Additional information on LID can be found at the National LID Clearinghouse website: http://www.lid-stormwater.net/clearinghouse/index.html.

Runoff from parking lots, retail and commercial fueling stations, and other similar land uses may contain oil, grease, and other hydrocarbon pollutants. Project proponents designing treatment facilities for these areas must include pre-treatment devices to remove hydrocarbon pollutants prior to infiltration or discharge and contingency plans to prevent spills from polluting groundwater.

Infiltrating runoff volumes generated by the 20 year, 1-hour storm may not be possible in some locations due to shallow depth to seasonal groundwater levels, unfavorable soil conditions, or other site constraints such as existing infrastructure or rock outcroppings. In the event that site conditions do not provide opportunities to infiltrate the runoff volume generated by a 20 year, 1-hour storm, project proponents must either (1) provide information showing how treatment facilities are expected to meet the numeric effluent limits in Table 5.6-1 of the Basin Plan, or (2) document written acceptance by the local municipality or state highway department to demonstrate that the publicly-owned or municipal storm water treatment facilities treating private property storm water discharges are sufficient to provide adequate treatment to meet any average annual fine sediment and/or nutrient load reduction requirements that may be established by the Lahontan Water Board for the municipality.

IX. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Dischargers must develop and implement a SWPPP to meet the objectives specified below. This General Permit establishes the following requirements for the development and implementation of a SWPPP. Lahontan Water Board staff may require additional information to be added in a SWPPP depending on the nature or complexity of a project. A checklist for developing the SWPPP is provided in Attachment H.

A. OBJECTIVES

A SWPPP shall be developed and implemented for each construction site covered by this General Permit. The SWPPP shall be designed to comply with

requirements to implement BMPs to achieve compliance with effluent limits and receiving water objectives. The SWPPP shall be developed and amended, when necessary, to meet the following objectives:

1. Identify pollutant sources including sediment sources that may affect the quality of storm water discharges associated with construction activity.

2. Identify non-storm water discharges.

3. Identify, construct, implement, and maintain BMPs to reduce or eliminate pollutants in storm water discharges and authorized non-storm water discharges from the construction site.

4. Identify all effluent discharge outfall locations, sampling and analysis strategy and protocols, and a sampling schedule for discharges from the identified outfalls for the project area.

B. PERMIT REGISTRATION DOCUMENTS (PRDs)

The SWPPP shall include a copy of the NOI.

C. SWPPP CERTIFICATION AND TRAINING REQUIREMENTS

1. The SWPPP shall be prepared, signed, and certified by a QSD, who meets the requirements as described in section VII.B. of this General Permit. The SWPPP must also identify the QSP, as defined in section VII.B. of this General Permit.

2. The SWPPP shall include procedures to ensure that all required inspections, maintenance, and repair activities are consistent with the requirements of this General Permit. These procedures shall include identification of specific personnel and the training required to perform inspections, maintenance, and repair. The SWPPP must include a written description of how the QSP will oversee and manage the SWPPP activities. The QSP must be present at the site to oversee SWPPP implementation unless a written communication plan is developed to allow the QSP to manage the site from an off-site location. Any QSP communication plan and all records must be retained in accordance with the record-keeping requirements of this General Permit.

   A QSP must also provide weekly training on storm water pollution control topics. Training activities must be documented and kept with the SWPPP. Training records must include the date, a description of the topics covered by training, copies of any training materials, the trainer's name, and a list of the training participants with printed names and signatures.

D. AVAILABILITY AND PUBLIC RECORDS ACCESS

The SWPPP and any amendments shall be kept on site during construction activity and made available upon request of a representative of the Lahontan Regional Water Board or any local storm water management agency which receives the storm water discharge.

The SWPPP is considered a report that shall be available to the public under section 308(b) of the CWA. Upon request by members of the public, Dischargers shall make available for review a copy of the SWPPP directly to the requestor.

E. LIST OF CONTRACTORS/SUBCONTRACTORS

The SWPPP shall contain a list of all contractors and subcontractors responsible for implementing the SWPPP. This information shall be added to the SWPPP once the contractors and subcontractors selected to implement the SWPPP are determined

F. REQUIRED CHANGES

1. Dischargers shall amend the SWPPP whenever there is a change in construction, or operations, which may affect the discharge or pollutants to surface waters, ground waters, or a municipal or other storm drain system. Lahontan Water Board staff may require SWPPP amendments to be provided for review and may require modifications.

2. Dischargers shall maintain the SWPPP such that it reflects the actual site conditions for the duration of the project, including keeping DSA maps current as the project progresses. Changes in BMP implementation features or activities shall be documented and included as amendments to the SWPPP. An amendment log shall be maintained in the SWPPP that summarizes all changes to the SWPPP for the duration of the project.

3. Lahontan Water Board staff, or a local agency with the concurrence of the Lahontan Water Board staff, may require Dischargers to amend the SWPPP if it is in violation of any condition of this General Permit.

G. PROJECT INFORMATION

The SWPPP shall include the following information:

1. A copy of this General Permit shall be kept and maintained by Dischargers and be available at all times to operating personnel.

2. Project description;

3. WDID number;

4. Site address and driving directions;

5. Emergency contact person and 24-hour phone number; and

6. Potential construction site pollutants of concern and sources.

H. MAPPING REQUIREMENTS

The SWPPP shall include the following maps:

1. Project Location Map: A topographic map extending one-quarter mile beyond the property boundaries of the construction site, clearly showing: the construction site perimeter and surface water boundaries (including drainage channels, springs, SEZs, 100-year floodplain areas, and wetlands), and the designated discharge locations where the effluent will be controlled and monitored. The requirements of this paragraph may be included in the site map required under the following paragraph if appropriate.

2. Map(s) of a scale sufficient to clearly show:

   a. The project's construction limit boundaries;

   b. Areas used to store construction materials, equipment, stockpiles, spoils and wastes, including concrete mixing and washout areas;

   c. Vehicle and equipment access, fueling, cleaning, storage and service areas;

   d. Existing and planned paved areas and buildings;

   e. Areas of existing vegetation to be preserved;

   f. Surface water locations, including SEZ boundaries mapped according to the criteria in the Basin Plan, section 5.7; 100-year floodplain boundaries; ephemeral and intermittent waterways, springs, and wetlands;

   g. BMPs: Specific locations of storm water structures and controls to be used during construction. Each control structure shall be represented by a standard symbol as indicated in the site map legend;

   h. Existing or pre-construction storm water structures and controls to reduce sediment and other pollutants in storm water discharges;

   i. DSAs: All active DSAs shall be delineated on a map as the project progresses. DSA maps must be kept updated to reflect site conditions.

Once an area is stabilized or winterized, it should be hatched out or otherwise notated to indicate it is no longer disturbed;

j. Drainage patterns and slopes anticipated after major grading activities;

k. Post-construction storm water structures and controls;

l. The locations designated for storm water discharge sampling. See Attachment C for additional detail regarding sampling requirements.

3. Information shown on all maps must be legible (i.e., avoid showing too much information on one map). All maps must include a north arrow, scale (either bar or text format), and a legend with symbols legible in black and white print for all required information. Standard symbols for pollution control structures must be included in the legend of applicable maps.

I. CONSTRUCTION AND BMP IMPLEMENTATION SCHEDULE

The SWPPP shall include:

1. The anticipated start and end dates of construction as well as phases of significant grading activities and work in or near drainages or receiving waters.

2. The schedule for deployment of BMPs. BMPs must be implemented, modified, and maintained appropriately for the site and weather conditions encountered during the project.

J. SITE MANAGEMENT

The SWPPP shall include:

1. A description of the control measures and management practices to meet the requirements of section VIII of this General Permit.

2. The location of site management controls, shown on a map as described in the Mapping Requirements (section IX.H.).

3. Standard specifications (including engineered drawings if applicable) for construction and installation of such controls.

K. SEDIMENT AND EROSION/STABILIZATION CONTROLS

The SWPPP shall include:

1. A description of control measures and management practices to meet the requirements of section VIII of this General Permit.

2. The location of all sediment and erosion/stabilization controls shown on a map as described in the Mapping Requirements (section IX.H.).

3. Standard specifications (including engineered drawings if applicable) for construction and installation of such controls.

L. NON-STORM WATER MANAGEMENT

The SWPPP shall include:

1. A description of control measures and management practices to meet the requirements of section VIII of this General Permit.

2. The location of all non-storm water management controls shown on a map as described in the Mapping Requirements (section IX.H.).

3. Standard specifications (including engineered drawings if applicable) for construction and installation of such controls.

M. SPILL PREVENTION AND RESPONSE

The SWPPP shall include procedures for preventing and responding to spills. All vehicles with refueling capability must have an emergency spill kit on the vehicle. The SWPPP must describe the response procedures and contact information needed to respond to small, medium, and large spill events. The SWPPP must identify the entity that can respond to large spills that are beyond the capacity of the contractor.

N. DEWATERING AND DIVERSIONS

The SWPPP shall include a Dewatering and/or Diversion Plan to meet the requirements of section VIII of this Permit if the Discharger will utilize surface water diversions to bypass natural stream flows, or pumps or siphons for removal or ground water from excavations (dewatering) during construction. A Dewatering and/or Diversion Plan, as required, shall be developed as an attachment to the SWPPP.

O. ACTIVE TREATMENT SYSTEM (ATS) PLAN

If an ATS is used, Dischargers shall develop an ATS Plan in compliance with Attachment E of this General Permit. The ATS Plan shall be included in the SWPPP.

P. POST-CONSTRUCTION STORM WATER MANAGEMENT

The SWPPP shall include:

1. A description of post-construction storm water management structures and controls to meet the requirements of section VIII of this General Permit.

2. The location of all post-construction storm water controls shown on a map as described in the Mapping Requirements (section IX.H.).

3. Standard specifications (including engineered drawings if applicable) for construction and installation of such controls.

4. The operations and maintenance requirements needed to maintain the effectiveness of storm water controls and the responsible party for ensuring that appropriate maintenance is completed.

Q. RAIN EVENT ACTION PLAN (REAP)

The SWPPP shall include records of NWS forecasts and a REAP prior to predicted storm events to meet the requirements of section VIII of this General Permit.

R. CONSTRUCTION SITE MONITORING AND REPORTING PROGRAM (CSMRP)

The SWPPP shall include a CSMRP to meet the requirements of Attachment C.

S. BMP MAINTENANCE AND REPAIR

The SWPPP shall include procedures for conducting maintenance or repair of failed or inadequate BMPs within 72 hours of identification, or before the next predicted rain event, whichever is sooner.

T. OTHER PLANS

This SWPPP may incorporate, by reference, the appropriate elements of other plans required by local, state or federal agencies. A copy of any requirements incorporated by reference shall be kept at the construction site.

X. COMPLIANCE DETERMINATION

Compliance with the effluent limitations contained in section IV of this General Permit will be determined as specified below:

A. Compliance with Effluent Limitations

Dischargers must identify all runoff control points where effluent may be discharged off the project boundaries. Monitoring for compliance with effluent limitations is not required if there is no discharge off the project boundaries (e.g., all precipitation is infiltrated on the project site). Compliance with the NELs in section IV of this General Permit is required for any discharge at designated runoff control points that is generated by non-storm water discharges or storm events that do not exceed the rainfall associated with a 20-year, 1-hour storm, which, for purposes of this General Permit, is equal to an intensity of 1 inch of rainfall in a 1-hour period (compliance storm event).

If constituent concentrations of waters entering the project area (run-on) exceed the numerical limitations specified above, there must be no increase in the constituent concentrations in the waters that are discharged from the project area.

Discharge monitoring results shall not be used by Lahontan Water Board staff for determining compliance with NELs for storms with intensities in excess of the compliance storm event or where run-on exceeds the NELs and the discharge does not increase the level of the exceedance. Dischargers are required to provide supporting documentation such as run-on monitoring data, on-site rain gauge data, and/or rainfall data provided by the National Oceanic and Atmospheric Administration (NOAA) to the Lahontan Water Board for any claims that an effluent limit excursion or exceedance occurred due to these circumstances. The supporting information shall clearly show when the sample was collected relative to the occurrence of the compliance storm event (i.e., the time of rainfall relative to the time of sample collection must be documented). The information will be evaluated for the merits of any claim for relief from compliance requirements for the NELs.

Additionally, Dischargers must provide documentation for any claim that effluent leaving the project boundaries does not reach receiving waters or MS4s for relief from the NELs for discharges to surface waters.

B. Multiple Sample Data

The NELs in this General Permit are evaluated as a maximum daily effluent limitation (MDEL). Pursuant to NPDES regulations (40 CFR part 122.2), *maximum daily discharge* limitation means the highest allowable “daily

discharge." Daily discharge means the "discharge or a pollutant" measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of measurement other than mass, the daily discharge is calculated as the average measurement of the pollutant over the day. For purposes of this General Permit, the daily average effluent value is defined as the arithmetic mean of the daily effluent data. When determining compliance when more than one sample result is available due to collection at multiple discharge points and/or multiple times during the calendar day, the Discharger shall compute the arithmetic mean concentration for each day of discharge.

Samples must be representative of the volume and quality of runoff from the site. Sample collection must not be manipulated in such a way as to skew the average daily effluent value. However, Dischargers must provide monitoring data to indicate estimates of the proportional area or flow that each discharge point from the site represents when reporting the data.

C. Maximum Daily Effluent Limitation (MDEL)

If the average daily concentration exceeds the MDEL for a given parameter, the Discharger will be considered out of compliance for that parameter for that one day only within the reporting period.

D. Sampling by Other Parties

Sampling may be conducted by persons other than the Discharger. Lahontan Water Board staff, operators of MS4s, or others may analyze storm samples. Samples collected by others may be used with other data to determine MDELs and to conduct compliance determinations, as provided above.

ATTACHMENT A – ACRONYM LIST

ATS - Active Treatment System
BAT – Best Available Technology
BPJ – Best Professional Judgment
BPT – Best Practicable Technology
BCT - Best Conventional Pollutant Control Technology
BMPs - Best Management Practices
C&D – Construction and Development
CASQA – California Storm Water Quality Association
CCR - California Code of Regulations
CEQA - California Environmental Quality Act
CFR – Code of Federal Regulations
CPESC - Certified Professional in Erosion and Sediment Control
CPSWQ - Certified Professional in Storm Water Quality
CSMRP - Construction Site Monitoring and Reporting Plan
CTR – California Toxics Rule
CWA - Clean Water Act
DNQ – Detected, but Not Quantified
DSA - Disturbed Soil Areas
ELG – Effluent Limitations Guidelines
LID – Low Impact Development
LRP – Legally Responsible Person
LUP – Linear Underground/Overhead Utility Projects
MATC – Maximum Allowable Threshold Concentration
MCLs - Maximum Contaminant Levels
MDEL - Maximum Daily Effluent Limitation
MDL – Method Detection Limit
ML - Minimum Level
MRP – Monitoring and Reporting Program
MS4 – Municipal Separate Storm Sewer System
NAL – Numeric Action Level
NEL – Numeric Effluent Limitations
NICET - National Institute for Certification in Engineering Technologies
NOAA – National Oceanic and Atmospheric Administration
NOT – Notice of Termination
NOI - Notice of Intent
NPDES – National Pollutant Discharge Elimination System
NSPS - New Source Performance Standards
NTU – Nephelometric Turbidity Units
NWS – National Weather Service
O&M – Operation and Maintenance
PRDs - Permit Registration Documents
QA/QC – Quality Assurance/Quality Control
QSD - Qualified SWPPP Developer
QSP - Qualified SWPPP Practitioner

REAP - Rain Event Action Plan
RL – Reporting Limit
SAFIT – Southwestern Association of Freshwater Invertebrate Taxonomist
SEZ - Stream Environment Zones
SMCLs – Secondary Maximum Contaminant Levels
SMARTS - Storm Water Multi-Application and Report Tracking System
SWAMP – Surface Water Ambient Monitoring Program
STE – Standard Taxonomic Effort
SWPPP - Storm Water Pollution Prevention Plan
USEPA – United States Environmental Protection Agency
WDID - Waste Discharge Identification
WDRs - Waste Discharge Requirements
WQBELs - Water Quality-Based Effluent Limitations
WQOs – Water Quality Objectives
WQS – Water Quality Standards

ATTACHMENT B – GLOSSARY

Active Treatment System (ATS)
A treatment system that employs chemical coagulation, chemical flocculation, or electrocoagulation to aid in the reduction of turbidity caused by fine suspended sediment.

Acute Aquatic Toxicity Test
A test to measure the relative severity of chemical toxicity on aquatic life. For aquatic toxicity, an effect observed within 96 hours or less is considered acute.

Anticipated Precipitation Event
An anticipated storm event is any weather pattern that is forecast to have a 30 percent or greater chance of producing precipitation in the project area, as determined by the precipitation forecast information from the National Weather Service Forecast Office (e.g., by entering the zip code of the project's location at http://www.srh.noaa.gov/forecast).

Approved Signatory
A person who has been authorized by the Legally Responsible Person to sign, certify, and electronically submit Permit Registration Documents, Notices of Termination, and any other documents, reports, or information required by the General Permit, the state or Lahontan Water Board, or USEPA. The Approved Signatory must be one of the following:

1. For a corporation or limited liability company: a responsible corporate officer. For the purpose of this section, a responsible corporate officer means: (a) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation or limited liability company; or (b) the manager of the facility if authority to sign documents has been assigned or delegated to the manager of the facility in accordance with corporate procedures;

2. For a partnership or sole proprietorship: a general partner or the proprietor, respectively;

3. For a municipality, state, federal, or other public agency: a principal executive officer, ranking elected official, city manager, council president, or any other authorized public employee with managerial responsibility over the construction or land disturbance project (including, but not limited to, project manager, project superintendent, or resident engineer);

4. For the military: any military officer or Department of Defense civilian, acting in an equivalent capacity to a military officer, who has been designated;

5. For a public university: an authorized university official;

6. For an individual: the individual, because the individual acts as both the Legally Responsible Person and the Approved Signatory; or

7. For any type of entity not listed above (e.g. trusts, estates, receivers): an authorized person with managerial authority over the construction or land disturbance project.

Arithmetic Mean (μ)
Also called the average, is the sum of measured values divided by the number of samples. For ambient water concentrations, the arithmetic mean is calculated as follows:

Arithmetic mean = $\mu = \Sigma x / n$ where: Σx is the sum of the measured ambient water concentrations, and n is the number of samples.

Beneficial Uses
California Water Code defines beneficial uses as those uses of the waters of the state that must be protected against quality degradation as specified in the Basin Plan.

Best Available Technology Economically Achievable (BAT)
As defined by USEPA, BAT is a technology-based standard established by the Clean Water Act as the most appropriate means available on a national basis for controlling the direct discharge of toxic and nonconventional pollutants to navigable waters. The BAT effluent limitations guidelines, in general, represent the best existing performance of treatment technologies that are economically achievable within an industrial point source category or subcategory.

Best Conventional Pollutant Control Technology (BCT)
As defined by USEPA, BCT is a technology-based standard for the discharge from existing industrial point sources of conventional pollutants including biochemical oxygen demand (BOD), total suspended sediment (TSS), fecal coliform, pH, and oil and grease.

Best Management Practices (BMPs)
Storm water control measures including schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States.

Coagulation
The clumping of particles in a discharge to settle out impurities, often induced by chemicals such as lime, alum, and iron salts.

Common Plan of Development
Generally a contiguous area where multiple, distinct construction activities may be taking place at different times under one plan. A plan is generally defined as any piece of documentation or physical demarcation that indicates that construction activities may

occur on a common plot. Such documentation could consist of a tract map, parcel map, demolition plans, grading plans or contract documents. Broad planning documents such as land use master plans, conceptual master plans, or broad-based CEQA or NEPA documents that identify potential projects for an agency or facility are not considered common plans of development.

Compliance Storm Event
The 20-year, 1-hour storm, equal to 1 inch of rainfall during a 1-hour period.

Daily Discharge
The discharge of a pollutant measured during any 24-hour period that reasonably represents a calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the average of the total mass of the pollutant discharged during the day. For pollutants with limitations expressed in other units such as concentration, the daily discharge is calculated as the average measurement of the pollutant throughout the day. The daily discharge may be determined by the analytical results of a composite sample taken over the course of one day (a calendar day or other 24-hour period defined as a day) or by the arithmetic mean of analytical results from one or more grab samples taken over the course of the day from outfalls identified for the project site.

Detected, but Not Quantified (DNQ)
DNQ are those sample results less than the Reporting Limit (RL), but greater than or equal to the laboratory's Method Detection Limit (MDL).

Disturbed Soil Area (DSA)
The total soil disturbance for all construction activities associated with the project. Areas of soil disturbance include but, are not limited to: clearing of the land both for access (i.e., access roads) to the site as well as preparing the site for constructing the project; constructing access roads to the site; grading of the project site in total; equipment staging area, maintenance area, and construction easement if they occur atop a soil surface; material and/or soil stockpiles if atop a soil surface; area of asphalt or concrete pavement removal if it is removed entirely to the soil surface; and area that is related to demolition and removal of existing structures if that demolition and removal is to the soil surface.

Diversion
Activities taken to route flowing water or groundwater around or away from a work site that does not cause a measurable change in water quality upstream or downstream of the work area.

Dewatering
Activities taken to remove excess water in an excavation or impoundment by pumping or other mechanical means. Dewatering fluids generally contain pollutants such as sediment.

Direct Discharge
The addition of any pollutant to waters of the U.S. from any point source including surface runoff that is collected or channeled by human activity; discharges through pipes, sewers, or other conveyances owned by a state, municipality, or other person that do not lead to a treatment works; and discharges through pipes, sewers, or other conveyances leading into a privately owned treatment works.

Discharger
The Legally Responsible Person or entity subject to this General Permit.

Effluent
Any discharge of water by a discharger either to the receiving water or beyond the property boundary controlled by the discharger.

Effluent Limitation
Any numeric or narrative restriction imposed on quantities, discharge rates, or concentrations of pollutants that are discharged beyond a project boundary from point sources into waters of the U.S., the waters of the contiguous zone, or the ocean.

Effluent Limitation Guideline (ELG)
ELGs are U.S. national standards for wastewater discharges to surface waters and publicly owned treatment works. The USEPA issues ELGs for categories of industrial sources of water pollution under the Clean Water Act.

Emergency
A sudden, unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, essential public services, or the environment.

Estimated Chemical Concentration
The estimated chemical concentration that results from the confirmed detection of the substance by the analytical method below the ML value.

Index Period
The period of time during which bioassessment samples must be collected to produce results suitable for assessing the biological integrity of streams and rivers. Instream communities naturally vary throughout the seasons and sampling during the index period ensures that samples are collected during a period when communities are stable such that year to year consistency is obtained. The index period for the Lake Tahoe Hydrologic Unit is July 1 through August 15.

Legally Responsible Person
The Legally Responsible Person (LRP) will typically be the project proponent. The categories of persons or entities that are eligible to serve as the LRP are set forth below. For any construction or land disturbance project where multiple persons or entities are eligible to serve as the LRP, those persons or entities shall select a single LRP. In exceptional circumstances, a person or entity that qualifies as the LRP may

provide written authorization to another person or entity to serve as the LRP. In such a circumstance, the person or entity that provides the authorization retains all responsibility for compliance with the General Permit. Except as provided in category 2(d), a contractor who does not satisfy the requirements of any of the categories below is not qualified to be an LRP.

The following persons or entities may serve as an LRP:

1. A person, company, agency, or other entity that possesses a real property interest (including, but not limited to, fee simple ownership, easement, leasehold, or other rights of way) in the land upon which the construction or land disturbance activities will occur for the regulated site.

2. In addition to the above, the following persons or entities may also serve as an LRP:

   a. For linear underground/overhead projects (LUPs), the utility company, municipality, or other public or private agency that owns or operates the LUP;

   b. For land controlled by an estate or similar entity, the person who has day-to-day control over the land (including, but not limited to, a bankruptcy trustee, receiver, or conservator);

   c. For pollution investigation and remediation projects, any potentially responsible party that has received permission to conduct the project from the holder of a real property interest in the land; or

   d. For U.S. Army Corp of Engineers projects, the U.S. Army Corps of Engineers may provide written authorization to its bonded contractor to serve as the LRP, provided, however, that the U.S. Army Corps of Engineers is also responsible for compliance with the General Permit, as authorized by the Clean Water Act or the Federal Facilities Compliance Act.

Maximum Daily Effluent Limitation (MDEL)
The highest allowable daily discharge of a pollutant, over a calendar day (or 24-hour period). For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the arithmetic mean measurement of the pollutant over the day.

Median
The middle measurement in a set of data. The median of a set of data is found by first arranging the measurements in order of magnitude (either increasing or decreasing order). If the number of measurements (n) is odd, then the median = $X_{(n+1)/2}$. If n is even, then the median = $(X_{n/2} + X_{(n/2)+1})/2$ (i.e., the midpoint between the $n/2$ and $n/2+1$).

Method Detection Limit (MDL)
MDL is the minimum concentration of a substance that can be measured and reported with 99 percent confidence that the analyte concentration is greater than zero, as defined in title 40 of the Code of Federal Regulations, part 136, Attachment B, revised as of July 3, 1999.

Minimum Level (ML)
ML is the concentration at which the entire analytical system must give a recognizable signal and acceptable calibration point. The ML is the concentration in a sample that is equivalent to the concentration of the lowest calibration standard analyzed by a specific analytical procedure, assuming that all the method specified sample weights, volumes, and processing steps have been followed.

Municipal Separate Storm Sewer System (MS4)
A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) which is:

1. owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created pursuant to applicable federal and bi-state laws) having jurisdiction, that discharges to waters of the United States; including special districts under state law such as a sewer district or drainage district, flood control district, Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA;

2. designed or used for collecting or conveying storm water;

3. which is not a combined sewer; and

4. which is not part of a Publicly Owned Treatment Works as defined in 40 CFR 122.2.

New Source Performance Standards
NSPS are pollution control standards issued by the USEPA. NSPS under the CWA set the level of allowable wastewater discharges from new industrial facilities.

Non-Storm Water
Any wastewater that is not composed entirely of storm water, as defined below.

Non-Visible Pollutants
Pollutants that cannot be visually observed and are associated with a specific site, material, or activity that can cause a negative impact on water quality. Examples include chlorine, fertilizers, and pesticides/herbicides.

Post-Construction BMPs
Structural and non-structural controls that detain, retain, or reduce the discharge of wastewater and pollutants to receiving waters after final stabilization is attained.

Qualified SWPPP Developer (QSD)
Individual who is authorized to develop and revise SWPPPs.

Qualified SWPPP Practitioner (QSP)
Individual assigned responsibility for non-storm water and storm water visual observations, sampling and analysis, and responsibility to ensure full compliance with the permit and implementation of all elements of the SWPPP and CSMRP.

Rain Event Action Plan (REAP)
A written document specific to each storm event, that when implemented, is designed to protect all exposed portions of the site within 24 hours of any likely precipitation.

Receiving Water
A river, lake, ocean, stream or other watercourse into which effluent is discharged.

Reporting Level (RL)
RL is the ML (and its associated analytical method) chosen by the Discharger for reporting and compliance determination from the MLs included in this General Permit. The MLs included in this General Permit correspond to approved analytical methods for reporting a sample result that are selected by the Lahontan Water Board either from Appendix 4 of the SIP in accordance with section 2.4.2 of the SIP or established in accordance with section 2.4.3 of the SIP. The ML is based on the proper application of method-based analytical procedures for sample preparation and the absence of any matrix interferences. Other factors may be applied to the ML depending on the specific sample preparation steps employed. For example, the treatment typically applied in cases where there are matrix-effects is to dilute the sample or sample aliquot by a factor of ten. In such cases, this additional factor must be applied to the ML in the computation of the RL.

Routine Maintenance
Activities intended to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.

Run-on
Waters that originate offsite and flow onto the project site.

Storm Water Multi-Application and Report Tracking System (SMARTS)
The State Water Board's electronic system to manage administrative aspects of this General Permit, including obtaining and terminating coverage, and submitting required data and reports.

Storm Water
Storm water runoff, snow melt runoff, and surface runoff and drainage. It excludes infiltration and runoff from agricultural land.

Structural Controls
Any physical facility designed and constructed to mitigate the adverse impacts of storm water and urban runoff pollution.

Surface Water
All water naturally open to the atmosphere (rivers, lakes, reservoirs, ponds, streams, impoundments, seas, estuaries, etc,).

Waters as used in this General Permit are defined in section 122.2(a) of title 40 of the Code of Federal Regulations (CFR), and include, but are not limited to, wetlands, rivers and streams, either perennial or ephemeral, which flow in natural or artificial watercourses, lakes and impoundments of waters otherwise defined as waters of the US within the State of California

Wadeable Stream
A stream that can be crossed safely by wading during an index period.

Water of the United States
Generally refers to surface waters, as defined by the USEPA in 40 CFR 122.2.

Water Quality Objectives (WQOs)
Water quality objectives are defined in the California Water Code as limits or levels of water quality constituents or characteristics that are established for the reasonable protection of beneficial uses of water or the prevention of nuisance within a specific area.

ATTACHMENT C – CONSTRUCTION SITE MONITORING AND REPORTING PROGRAM (CSMRP)

Title 40 of the Code of Federal Regulations at section 122.48 (40 CFR 122.48) requires that all NPDES permits specify monitoring and reporting requirements. Water Code sections 13267 and 13383 also authorize the Lahontan Water Board to require technical and monitoring reports. This CSMRP establishes minimum monitoring and reporting requirements for this General Permit, which implement the federal and California regulations. Additional monitoring may be required as specified by the Lahontan Water Board Executive Officer.

I. GENERAL MONITORING PROVISIONS

A. Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring locations specified below and, unless otherwise specified, before the monitored flow joins or is diluted by any other waste stream, body of water, or substance. Monitoring locations shall be identified in the CSMRP filed as part of the SWPPP with the NOI. Discharge locations may be updated as necessary if certain phases or project segments are completed and permanently stabilized. The updated sampling locations must be maintained in the SWPPP and made available to Lahontan Water Board staff upon request.

B. With the exception of field analysis conducted by Dischargers for turbidity and pH, all laboratories analyzing monitoring samples shall be certified by the State Water Board Division of Drinking Water, in accordance with the provision of Water Code section 13176, and must include quality assurance/quality control data with their reports. Dischargers may conduct their own field analysis of turbidity and pH if the Discharger has sufficient capability (qualified trained employees, properly calibrated and maintained field instruments, etc.) to adequately perform the field analysis.

C. All monitoring instruments and devices used by Dischargers to fulfill the prescribed monitoring program shall be properly maintained and calibrated as necessary to ensure their continued accuracy. All flow measurement devices shall be calibrated at least once per year to ensure continued accuracy of the devices.

D. Dischargers shall ensure that all sampling and sample preservation are in accordance with the current edition of “Standard Methods for the Examination of Water and Wastewater” (American Public Health Associate).

E. All sample analyses shall be conducted according to test procedures specified in 40 CFR part 136, or otherwise stated within this Monitoring and Reporting Program.

F. Monitoring results, including non-compliance, shall be reported at intervals and in a manner specified in this Monitoring and Reporting Program.

G. All inspection, maintenance repair and sampling activities at the project location shall be performed or supervised by a Qualified SWPPP Practitioner (QSP) representing the Discharger. The QSP may delegate any or all these activities to an employee appropriately trained to do the task(s). Training documentation must be recorded, maintained with the Storm Water Pollution Prevention Plan (SWPPP), and provided to the Lahontan Water Board upon request.

H. Dischargers are not required to conduct visual inspections or physically collect samples outside of daylight hours, or when conditions exist that would be dangerous to personnel. Dischargers must conduct visual monitoring during daylight hours of any day of the week; however, Dischargers are only required to collect samples for analysis during active business/working days. For projects conducted under a night work schedule, visual inspections and sampling must be conducted during daylight hours at the frequency described above (i.e., visual inspections any day of the week and sampling during days of active work). Winter period (October 16 through April 30) monitoring requirements are also waived if significant environmental impacts would result from road system use to access the activity area, or if worker safety would be compromised. An explanation of the missed monitoring requirements due to these exceptions shall be recorded in writing and provided to Lahontan Water Board staff with the Annual Report.

II. CONSTRUCTION SITE MONITORING AND REPORTING PROGRAM REQUIREMENTS

A. Pursuant to Water Code sections 13383 and 13267, Dischargers subject to this General Permit shall develop and implement a written site-specific Construction Site Monitoring and Reporting Program (CSMRP) in accordance with the requirements of this section. The CSMRP shall be developed prior to the commencement of construction activities, and revised as necessary to reflect project revisions. The CSMRP shall be part of the SWPPP.

B. Dischargers electing to operate an Active Treatment System (ATS) shall develop and implement a supplemental monitoring program for these systems in accordance with the requirements established in Attachment E of this General Permit.

C. The CSMRP shall be developed and implemented to include the monitoring and reporting requirements specified in this CSMRP and shall at a minimum address the following objectives:

1. Demonstrate that the site is in compliance with the discharge prohibitions and applicable effluent limitations.

2. Determine whether non-visible pollutants are present at the construction site and are causing or contributing to exceedances of water quality objectives.

3. Determine whether immediate corrective actions, additional BMPs, or SWPPP revisions are necessary to reduce pollutants in storm water discharges and authorized non-storm water discharges.

4. Determine whether BMPs included in the SWPPP/REAP are effective in preventing or reducing pollutants in storm water discharges and authorized non-storm water discharges.

5. Demonstrate that appropriate sample collection, handling, and analyses procedures are implemented.

III. VISUAL INSPECTIONS

A. During the active construction season (defined as May 1 through October 15 for purposes of this General Permit), an inspection of the construction site shall be made each work day. Dischargers working (under an approved variance) during the period from October 16 through April 30 of the following year shall also conduct inspections on a daily basis. During the winter or inactive period (defined as October 16 through April 30 for purposes of this General Permit), Dischargers must conduct inspections at least once per month during daylight hours unless there is complete snow coverage of the site.

B. During active construction periods, and including Dischargers working (under an approved variance) during the period from October 16 through April 30 of the following year, a construction site inspection shall also be performed within 24 hours prior to an anticipated precipitation event (chance of precipitation as rain is forecasted at 30 percent or greater), daily during extended rain storm events, and within 24 hours after actual rain storm events. These requirements do not apply during snow storm events. Otherwise during the inactive period (October 16 through April 30 the following year), inspections must be conducted only within 24 hours after rain storm events. This requirement does not apply when the inactive site is covered by snow. If Dischargers cannot complete an inspection within the specified time frames, the reason for the delay shall be recorded in writing and maintained with the next inspection report.

C. Inspections shall be performed in accordance with this General Permit, from the commencement of construction activities until termination of coverage under this General Permit. The purpose of the inspections is to

discover potential water quality problems at the construction site so Dischargers can implement corrective measures immediately. The inspections will also be used to document compliance with the conditions of the General Permit and the SWPPP and to evaluate the effectiveness of the SWPPP and the REAP.

D. Inspection procedures shall be specified in the CSMRP. Observations at all designated effluent outfalls and other locations where storm water may discharge from the project boundaries to surface waters or municipal storm sewer systems must be included in the specified procedures. Inspections shall be conducted to identify and report the compliance status for following items, as a minimum:

1. Damage to containment dikes or erosion control fencing.

2. Improperly installed or ineffective erosion control fencing.

3. Unauthorized vehicle access, or vehicle access into designated non-construction areas not subject to disturbance.

4. Boundary fence damage or removal.

5. Disturbed areas with inadequate erosion prevention and sediment control protection.

6. Evidence of any sediment leakage through erosion control fencing or containment dikes.

7. Soil piles and other earthen materials which are unprotected or located in a drainage way.

8. Spilled and improperly stored chemicals, paint, fuel, oil, solvents, sealants, etc.

9. Upstream runoff diversion structures (are in place and operational).

10. Any evidence of sediment tracking from construction equipment.

11. Any signs of soil erosion or deposition down gradient from runoff discharges.

12. Sediment accumulation within onsite storm water drainage control facilities, and facilities in need of maintenance to ensure effectiveness.

13. Any evidence of non-storm water discharges from the project site. The inspection report shall note whether any such discharges are authorized, or are illicit and not authorized. If authorized, the condition of the applicable BMPs must be indicated.

14. Any observed impacts to the receiving water.

E. All inspections shall be recorded and maintained on a construction site inspection form provided as part of the CSMRP. Inspection forms shall be maintained and made available to Lahontan Water Board, State Water Board, or USEPA staff, or designated representative, upon request. At a minimum the following information shall be recorded:

1. Weather conditions at the time of the inspection, including presence or absence of precipitation, estimated time of beginning of storm event, duration of storm event, time elapsed since last storm event, and approximate amount of rainfall in inches.

2. Site information, including stage of construction, activities completed, and approximate area of the site exposed to storm water runoff.

3. A description of BMPs evaluated (i.e., erosion controls, sediment controls, chemical and waste controls, and non-storm water controls) including the locations and any deficiencies noted.

4. Observations of any storm water containment areas to detect leaks and ensure maintenance of adequate freeboard.

5. A description of any non-storm water discharges and spills/leaks observed.

6. Observations at all relevant discharge points and downstream locations in the receiving water, including the presence or absence of floating and suspended materials, sheens, discolorations, turbidity, and odors.

7. Any corrective actions required, including any necessary changes to the SWPPP or REAP and the associated implementation dates.

8. Photographs taken during the inspection, if any.

9. Inspector's name, title, and signature. If the inspector is someone other than the QSP, the QSP must review and certify the accuracy of the inspection record.

10. Corrective actions that have been completed in response to the inspection report and the date that they were completed.

IV. STORM WATER MONITORING

A. Discharge Monitoring Locations

1. Dischargers shall perform sampling and analysis of storm water and non-storm water discharges to characterize discharges associated with construction activity from the entire project disturbed area.

2. Effluent samples shall be collected, at a minimum, at all designated discharge points where storm water and authorized non-storm water is discharged offsite.

3. Dischargers shall ensure that effluent samples are representative of the discharge in each drainage area based on visual observation of the water and upstream conditions.

4. Dischargers shall monitor and report site run-on from surrounding areas if there is a reason to believe run-on may contribute to an effluent limit exceedance. Run-on sampling locations shall be identified in the CSMRP if applicable.

5. Dischargers who deploy an ATS on their site, or a portion of their site, shall collect ATS effluent samples and measurements from the discharge pipe or another location representative of the nature of the discharge.

6. Discharge point monitoring locations shall be identified in the CSMRP and updated if disturbed soil areas change during the course of the project.

B. Receiving Water Monitoring Locations

When receiving water monitoring is determined to apply to the project (see subsection C.3. below), the following shall apply:

1. **Upstream/up-gradient.** Dischargers shall obtain upstream/up-gradient receiving water samples from a representative and accessible location as close as possible to, and upstream from the effluent discharge.

2. **Downstream/down-gradient.** Dischargers shall obtain downstream/down-gradient receiving water samples from a representative and accessible location as close as possible to, and downstream from the effluent discharge.

3. Receiving water monitoring locations shall be identified in the CSMRP.

C. Sampling Requirements

1. **Storm Water Effluent Discharges**

   a. During the active construction season (defined as May 1 through October 15 for purposes of this General Permit), Dischargers shall collect one grab sample from each discharge point where storm water is discharged off the project boundaries and/or to surface waters. A minimum of three samples must be collected for each day that storm water is discharged offsite. If fewer than three discharge points are present at the site, at least three samples shall be collected from the discharge location(s). Dischargers working under an approved variance during the period from October 16 through April 30 of the following year shall also collect samples in accordance with the protocols described above. Samples are only required to be collected during active working/business days.

   b. Samples shall be analyzed onsite for turbidity using portable field instruments calibrated in accordance with manufacturer specifications. If there is a visible oily sheen at any discharge point, a sample shall be collected and analyzed for grease and oil. Samples shall be collected and analyzed, consistent with Table C-1.

2. **Non-visible Pollutants in Effluent**

   Dischargers shall identify in the CSMRP potential non-visible pollutants that may contaminate storm water or non-storm water discharged from the project site (i.e., acids and bases, solvents, lubricants, fertilizers; pollutants known to have been spilled and have contaminated the soil; concrete or soil amendments, such as gypsum, that may result in increased pH). If a breach, malfunction, leakage, or spill is identified that has the potential to result in the discharge of a non-visible pollutant, or the discharge of the non-visible pollutants is expected, Dischargers shall perform sampling for the specific non-visible pollutants at the discharge points corresponding to the applicable drainage area. This includes sampling for pH using a portable field meter when runoff has come into contact with uncured concrete or other materials that could affect the pH of effluent. Dischargers shall also collect and analyze a sample of storm water runoff that has not come into contact with the pollutants of concern for comparison with the non-visible pollutant discharge sample.

   Analyses may include, but are not limited to, indicator parameters such as volatile organic compounds, semi-volatile organic compounds, metals, salts and nutrients such as nitrogen and phosphorus, and other analyses as appropriate. The CSMRP shall specify appropriate

indicator parameters for each non-visible pollutant identified, as well as appropriate analytical methods, detection limits, sampling procedures, and sampling preservation. When possible, these methods should be consistent with 40 CFR part 136 to the maximum extent possible.

For protection of receiving waters the pH of effluent samples should not fall outside of the range of 6.0 to 9.0. This range is set as a numeric action level (NAL). If the pH of effluent is outside of the NAL, Dischargers must investigate the cause of the excursion and implement appropriate corrective measures. If the pH levels are determined to be from natural causes, Dischargers must provide data (e.g., from run-on) to demonstrate this condition.

3. **Receiving Waters**

Receiving water sampling may be required for certain projects such as stream, flood plain, stream environment zone, and other restoration projects where land disturbance is adjacent to surface waters and discrete discharge points and effluent outfalls do not exist. In these cases, receiving water sampling is more appropriate to evaluate potential impacts to water quality and the locations must be identified in the CSMRP in lieu of effluent sampling. For these sites, during the period from May 1 through October 15 of each year, Dischargers shall collect a minimum of three samples per day for each day that storm water or authorized non-storm water is discharged to receiving waters at both upstream locations above the project effects and downstream locations below the project area. Samples shall be analyzed onsite for turbidity using portable field instruments calibrated in accordance with manufacturer specifications. Dischargers working under an approved variance during the period of October 16 through April 30 the following year shall collect samples in accordance with the protocols described above. Samples are only required to be collected during active working/business days. Samples shall be analyzed in accordance with Table C-1. Receiving water sampling does not need to duplicate monitoring requirements if specified separately under a section 401 Water Quality Certification.

4. **Upsets and Unauthorized Discharges**

Receiving water sampling is required if an upset to the storm water controls or other unauthorized effluent is discharged to receiving waters. Samples of the effluent and receiving water, up- and down-stream from the discharge location, must be collected that are representative of the duration and intensity of the discharge. Analyses must be completed in accordance with Table C-1 and include constituents representative of the discharged effluent.

5. **Bioassessments**

Dischargers operating on sites that disturb 30 acres or more of the landscape and have a direct discharge to a wadeable stream or streams shall conduct or participate in benthic macroinvertebrate bioassessment prior to commencement of construction activity, as specified in Attachment C-1.

Table C-1. Monitoring Requirements (May 1 through October 15)

Parameter	Units	Test Method (see notes)	Minimum Detection Limit	Frequency
Turbidity	NTU	1	1 NTU	2
pH	SU	1	0.2 pH	4
Grease and Oil	mg/L	EPA 1664 w/silica gel treatment (SGT)	2 mg/L	3
Non-visible Pollutants		4	4	4
Bioassessment	NA	5	NA	6

Notes:

1 - Shall be field tested with a calibrated portable instrument.

2 - **Effluent**-Minimum of three samples per day storm water is discharged - All designated loctions must be sampled.
Receiving waters – When discharge sampling is determined to be inappropriate, collect three samples per day at designated sampling locations for each day that storm water is discharged to receiving waters.

3 - **Effluent** - When visible sheen is observed at discharge point.
Receiving Water - When upset or unauthorized discharge occurs involving petroleum hydrocarbons

4 - The units, test method, and minimum detection limit shall be identified in the discharger's CSMRP for each non-visible pollutant identified by the discharger. Analytical methods shall be in accordance with 40 CFR Part 136. Monitoring for non-visible pollutants shall be conducted as specified in section IV.C.2 of this MRP (when suspected in the discharge or when the potential to discharge has been determined).

5 - The current SAFIT STEs (November 28, 2006) list requirements for both the Level I and Level II taxonomic effort, and area located at http://www.swrcb.ca.gov/swamp/docs/safit/ste_list.pdf. When new editions are published by SAFIT, they will supersede all previous editions. All editions will be posted at the State Water Board's SWAMP website.

6 - Applicable only to dischargers with a total project-related ground disturbance of 30 acres or more and a direct discharge to a receiving water. See Attachment C-1.

V. GENERAL REPORTING REQUIREMENTS

A. All data and reports must be submitted through the SMARTS and be certified by the LRP or an approved signatory.

B. All turbidity and pH analytical results collected from field instruments must be reported within five days after storm event conclusion. All other results determined by an analytical laboratory must be submitted within five days of receipt of the results from the laboratory.

C. Dischargers shall report with each sample result the applicable reported Minimum Level (ML) and the current Method Detection Limit (MDL), as determined by the procedure in 40 CFR part 136.

D. Dischargers shall report the results of analytical determinations for the presence of chemical constituents in a sample using the following reporting protocols:

1. Sample results greater than or equal to the reported ML shall be reported as measured by the laboratory (i.e., the measured chemical concentration in the sample).

2. Sample results less than the reporting limit (RL), but greater than or equal to the laboratory's MDL, shall be reported as "Detected, but Not Quantified," or DNQ. The estimated chemical concentration of the sample shall also be reported.

3. For the purposes of data collection, the laboratory shall write the estimated chemical concentration next to DNQ as well as the words "Estimated Concentration" (may be shortened to "Est. Conc."). The laboratory may, if such information is available, include numerical estimates of the data quality for the reported result. Numerical estimates of data quality may be percent accuracy (+ a percentage of the reported value), numerical ranges (low to high), or any other means considered appropriate by the laboratory.

E. Dischargers are to instruct laboratories to establish calibration standards so that the ML value (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lowest calibration standard. At no time are Dischargers to use analytical data derived from extrapolation beyond the lowest point of the calibration curve.

VI. TWENTY-FOUR-HOUR REPORTING

Dischargers shall immediately notify the Lahontan Water Board orally within 24 hours whenever an adverse condition occurs as a result of a discharge. An adverse condition includes, but is not limited to, a violation or threatened violation of the conditions of this General Permit, significant spills of

petroleum products or toxic chemicals, or damage to control facilities that could affect compliance pursuant to section 13267(b) of the California Water Code, a written notification of the adverse condition shall be submitted to the Lahontan Water Board within five (5) business days of occurrence. The written notification shall identify the adverse conditions, describe the actions necessary to remedy the condition and/or the actions implemented to abate the problem from continuing, and specify a timetable, subject to the modifications of the Lahontan Water Board, for remedial actions.

In the event that sampling results exceed any applicable NEL, Dischargers shall orally notify the Lahontan Water Board within 24 hours after the NEL exeedance has been identified and electronically submit all storm event sampling results through the SMARTS within five (5) business days after the NEL exceedance has been identified.

VII. ANNUAL REPORT

On or before **November 30** of each year, Dischargers shall prepare and electronically submit through the SMARTS an Annual Report for the period of October 16 of the previous year through October 15 of the current year. The SMARTS reporting module requests the following information:

A. The project name and location.

B. Any significant problem(s) which occurred during project construction and remedial measures planned or implemented.

C. A summary and evaluation of all sampling and analysis results, including copies of laboratory reports and rain gauge measurements, from monitoring activities conducted pursuant to section IV of this CSMRP.

D. A certified statement indicating whether or not the site has been winterized in accordance with BMPs for erosion prevention and sediment control.

E. Documentation of required QSP certifications and personnel training. Personnel training records shall be maintained on site and include, at a minimum, signed attendance sheets and agendas from pre-construction meetings covering SWPPP requirements. Additional information or training may be recorded as appropriate. The intent of this requirement is to ensure that all construction personnel are educated on their responsibilities for controlling pollutants in storm water and non-storm water discharges.

F. A certified statement indicating whether or not the project site is in compliance with the conditions of the General Permit and the SWPPP. This certification shall be signed by a Qualified SWPPP Practitioner (QSP). This certification should be based upon site inspections required in section III of this CSMRP.

VIII. MONITORING AND REPORTING REQUIREMENTS FOR RESTORATION PROJECTS

Because restoration projects are often executed to improve existing water quality conditions, it is necessary to monitor restoration project effectiveness. Monitoring information can also identify project and/or construction method strengths and weaknesses. This knowledge can feedback into the maintenance of the existing system and also be applied to future water quality improvement projects.

To monitor the success of the restoration of a disturbed area, the project proponent shall submit a detailed Restoration Monitoring Plan as part of the CSMRP with annual performance criteria for the review and approval of the Lahontan Water Board staff. The Restoration Monitoring Plan shall include a contingency plan for actions to be taken if performance criteria are not met.

Ideally, pre- and post-construction monitoring is required to best evaluate the success of the restoration project. Monitoring should include, but not be limited to, assessments of vegetative cover and water quality and quantity measurements. Where appropriate, monitoring should also include up-gradient and down-gradient sampling of water entering a pretreatment system (sediment can, sand and oil trap).

Recommendations for a Restoration Monitoring Plan include the following (need not duplicate monitoring set as part of a section 401 Water Quality Certification, if applicable to the project):

A. Pre- and Post-project surveys of vegetative cover at a representative scale for the site, including an inventory of species diversity and an assessment of the restored soil's ability to infiltrate runoff;

B. Pre- and Post-project cross-sectional surveys of stream channel dimensions and elevations (if applicable);

C. Post-project monitoring of the planting survival;

D. Photo survey including photo-point locations of the disturbed/restored area.

E. Pre- and post-project groundwater level measurements from at least two piezometers installed for observing groundwater levels;

F. Site assessments of the success of the implemented erosion and sediment control measures;

G. Water quality analyses to include Total N, Total P, Conductivity, and Turbidity at a minimum, in addition to other required sampling under this General Permit.

ATTACHMENT C-1 – BIOASSESSMENT MONITORING GUIDELINES

Bioassessment monitoring is required for projects that meet all of the following criteria:

1. The project directly discharges runoff to a freshwater wadeable stream (or streams) that is either: (a) listed by the State Water Board or USEPA as impaired due to sediment, and/or (b) tributary to any downstream water body that is listed for sediment; and/or have the beneficial use SPAWN & COLD & MIGRATORY

AND

2. Total project-related ground disturbance exceeds 30 acres. For all such projects, Dischargers shall conduct bioassessment monitoring, as described in this section, to assess the effect of the project on the biological integrity of receiving waters.

Bioassessment shall include:

1. The collection and reporting of specified instream biological data.

2. The collection and reporting of specified instream physical habitat data.

Bioassessment Exception

1. If a site qualifies for bioassessment, but the construction schedule does not allow for pre-construction sampling within the index period, Dischargers shall:

2. Receive Lahontan Water Board approval for the sampling exception.

3. Invest $7,500.00 times the number of samples required into the SWAMP program as compensation.

4. Make a check payable to: Cal State Chico Foundation (SWAMP Bank Account) or San Jose State Foundation (SWAMP Bank Account) and include the WDID number on the check for the amount calculated for the exempted project.

5. Send a copy of the check to the Lahontan Water Board office.

Bioassessment and Physical Habitat Protocols

1. Site Locations and Frequency. Macroinvertebrate samples shall be collected both before ground disturbance is initiated and after the project is completed. The “after” sample(s) shall be collected after at least one winter season resulting in surface runoff has transpired after project-related ground disturbance has ceased. “Before” and “after” samples shall be collected both upstream and downstream of the project’s discharge. Upstream samples should be taken immediately before the sites outfall and downstream samples should be taken immediately after the outfall (when safe to collect the samples). Samples should be collected for each freshwater wadeable stream that is listed as impaired due to sediment,

or tributary to a water body that is listed for sediment. Habitat assessment data shall be collected concurrently with all required macroinvertebrate samples.

2. Index Period. Macroinvertebrate sampling must be conducted between July 1 and August 31, depending on flow conditions (i.e., sampling should occur earlier during the index period in dry years, and later in wet years, but always within the July-August index period).

3. Field Methods. In collecting macroinvertebrate samples and assessing physical habitat, Dischargers shall conduct activities in accordance with the State Water Board's Surface Water Ambient Monitoring Program (SWAMP) protocol "*Collecting Benthic Macroinvertebrate Samples & Associated Physical and Chemical Data for Ambient Bioassessments in California – Standard Operating Procedures Manual.*[1]

4. Laboratory Methods. Macroinvertebrates must be identified and classified according to the Standard Taxonomic Effort (STE) Level 2 of the Southwestern Association of Freshwater Invertebrate Taxonomists (SAFIT),[2] and using a fixed-count of 600 organisms per sample. Organisms of the family *Chironomidae* may be identified to the less-intensive level of subfamily.

5. Quality Assurance. Dischargers or their consultant(s) must have and follow a quality assurance (QA) plan that covers the required bioassessment monitoring. The QA plan must include, or be supplemented to include, a specific requirement for external QA checks (i.e., verification of taxonomic identifications and correction of data where errors are identified). External QA checks must be performed on one of the Discharger's macroinvertebrate samples collected per calendar year, or ten percent of the samples per year (whichever is greater). QA samples must be randomly selected. The external QA checks must be paid for by Dischargers, and performed by the California Department of Fish and Wildlife's Aquatic Bioassessment Laboratory. An alternate laboratory with equivalent or better expertise and performance may be used if approved in writing by Lahontan Water Board staff. A copy of the QA plan must be provided to Lahontan Water Board staff upon request.

6. Sample Preservation and Archiving. For purposes of this CSMRP, the quoted terms are described as follows: The "original sample material" is that material (i.e., macroinvertebrates, organic material, gravel, etc.) remaining after the subsample has been removed for identification. The "remaining subsampled material" is that material (e.g., organic material, gravel, etc.) that remains after the organisms to be identified have been removed from the subsample for identification. (Generally, no macroinvertebrates are present in the remaining subsampled material, but this needs to be verified via QA completeness checks.) The "identified organisms" are those organisms within the subsample that are specifically identified and counted.

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[1] Document may be found on the SWAMP website at http://www.waterboards.ca.gov/water_issues/programs/swamp/tools.shtml#methods

[2] The STEs developed and maintained by SAFIT list the requirements for Level I and Level II taxonomic effort, and are located at: http://www.safit.org/ste.html. When new editions are published by SAFIT, they will supersede all previous editions. All editions will be posted at SAFIT's website.

The original sample material must be stored in 70 percent ethanol and retained by Dischargers until: 1) all QA analyses specified herein and in the relevant QA plan are completed; and 2) any data corrections and/or re-analyses recommended by the external QA laboratory have been implemented. The remaining subsampled material must be stored in 70 percent ethanol and retained until completeness checks have been performed according to the relevant QA plan. The identified organisms must be stored in 70 percent ethanol, in separate glass vials for each final ID taxon. (For example, a sample with 45 identified taxa would be archived in a minimum of 45 vials, each containing all individuals of the identified taxon.) Each of the vials containing identified organisms must be labeled with taxonomic information (i.e., taxon name, organism count) and collection information (i.e., site name/site code, waterbody name, date collected, collection method). The identified organisms must be archived (i.e., retained) by Dischargers for a period of not less than three years from the date that all QA steps are completed, and must be checked at least once per year and "topped off" with ethanol to prevent desiccation. The identified organisms must be relinquished to the Lahontan Water Board upon request by any Lahontan Water Board staff.

7. Data Submittal. The macroinvertebrate results and other site and method details (i.e., site name, location coordinates, sample date/time, taxonomic identifications consistent with the specified SAFIT STEs, number of organisms within each taxa, etc.), must be submitted to the Lahontan Water Board in electronic format using a completed Surface Water Ambient Monitoring Program (SWAMP) "Taxonomy Results Template" for Benthic-Bioassessment-Algae. The most current version of SWAMP's Taxonomy Results Template (or an equivalent template compatible with the California Environmental Data Exchange Network, "CEDEN") must be used.

8. Invasive Species Prevention. In conducting the required bioassessment monitoring, Dischargers and their consultants must take all reasonable precautions to prevent the introduction or spread of aquatic invasive species. At minimum, Dischargers and their consultants must follow the recommendations of the California Department of Fish and Wildlife to minimize the introduction or spread of the New Zealand mudsnail.

ATTACHMENT D – STANDARD PROVISIONS

I. STANDARD PROVISIONS – PERMIT COMPLIANCE

A. Duty to Comply

1. The Discharger must comply with all of the conditions of this General Permit. Any noncompliance constitutes a violation of the Clean Water Act (CWA) and the California Water Code and is grounds for enforcement action, for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. (40 CFR 122.41(a).)

2. The Discharger shall comply with effluent standards or prohibitions established under Section 307(a) of the CWA for toxic pollutants and with standards for sewage sludge use or disposal established under Section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions, even if this Order has not yet been modified to incorporate the requirement. (40 CFR 122.41(a)(1).)

B. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a Discharger in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this Order. (40 CFR 122.41(c).)

C. Duty to Mitigate

The Discharger shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this Order that has a reasonable likelihood of adversely affecting human health or the environment. (40 CFR 122.41(d).)

D. Proper Operation and Maintenance

The Discharger shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Discharger to achieve compliance with the conditions of this Order. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems that are installed by a Discharger only when necessary to achieve compliance with the conditions of this Order. (40 CFR 122.41(e).)

E. Property Rights

1. This Order does not convey any property rights of any sort or any exclusive privileges. (40 CFR 122.41(g).)

2. The issuance of this Order does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations. (40 CFR 122.5(c).)

F. Inspection and Entry

The Discharger shall allow the Lahontan Water Board, State Water Board, United States Environmental Protection Agency (USEPA), and/or their authorized representatives (including an authorized contractor acting as their representative), upon the presentation of credentials and other documents, as may be required by law, to (40 CFR 122.41(i); Wat. Code, § 13383):

1. Enter upon the Discharger's premises where a regulated facility or activity is located or conducted, or where records are kept under the conditions of this Order (40 CFR 122.41(i)(1));

2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Order (40 CFR 122.41(i)(2));

3. Inspect and photograph, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order (40 CFR 122.41(i)(3)); and

4. Sample or monitor, at reasonable times, for the purposes of assuring Order compliance or as otherwise authorized by the CWA or the Water Code, any substances or parameters at any location. (40 CFR 122.41(i)(4).)

G. Bypass

1. Definitions

   "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility. (40 CFR 122.41(m)(1)(i).)

   "Severe property damage" means substantial physical damage to property, damage to the treatment facilities, which causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. (40 CFR 122.41(m)(1)(ii).)

2. Bypass not exceeding limitations. The Discharger may allow any bypass to occur which does not cause exceedances of effluent limitations, but only if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions listed in Standard Provisions – Permit Compliance I.G.3, I.G.4, and I.G.5 below. (40 CFR 122.41(m)(2).)

3. Prohibition of bypass. Bypass is prohibited, and the Lahontan Water Board may take enforcement action against a Discharger for bypass, unless (40 CFR 122.41(m)(4)(i)):

   a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage (40 CFR 122.41(m)(4)(i)(A));

   b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance (40 CFR 122.41(m)(4)(i)(B)); and

   c. The Discharger submitted notice to the Lahontan Water Board as required under Standard Provisions – Permit Compliance I.G.5 below. (40 CFR 122.41(m)(4)(i)(C).)

4. The Lahontan Water Board may approve an anticipated bypass, after considering its adverse effects, if the Lahontan Water Board determines that it will meet the three conditions listed in Standard Provisions – Permit Compliance I.G.3 above. (40 CFR 122.41(m)(4)(ii).)

5. Notice

   a. Anticipated bypass. If the Discharger knows in advance of the need for a bypass, it shall submit a notice, if possible at least 10 days before the date of the bypass. (40 CFR 122.41(m)(3)(i).)

   b. Unanticipated bypass. The Discharger shall submit notice of an unanticipated bypass as required in Standard Provisions - Reporting V.E below (24-hour notice). (40 CFR 122.41(m)(3)(ii).)

H. Upset

Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the Discharger. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation. (40 CFR 122.41(n)(1).)

1. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of Standard Provisions – Permit Compliance I.H.2 below are met. No determination made during administrative review of

claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review. (40 CFR 122.41(n)(2).)

2. Conditions necessary for a demonstration of upset. A Discharger who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs or other relevant evidence that (40 CFR 122.41(n)(3)):

   a. An upset occurred and that the Discharger can identify the cause(s) of the upset (40 CFR 122.41(n)(3)(i));

   b. The permitted facility was, at the time, being properly operated (40 CFR 122.41(n)(3)(ii));

   c. The Discharger submitted notice of the upset as required in Standard Provisions – Reporting V.E.2.b below (24-hour notice) (40 CFR 122.41(n)(3)(iii)); and

   d. The Discharger complied with any remedial measures required under Standard Provisions – Permit Compliance I.C above. (40 CFR 122.41(n)(3)(iv).)

3. Burden of proof. In any enforcement proceeding, the Discharger seeking to establish the occurrence of an upset has the burden of proof. (40 CFR 122.41(n)(4).)

II. STANDARD PROVISIONS – PERMIT ACTION

A. General

This Order may be modified, revoked and reissued, or terminated for cause. The filing of a request by the Discharger for modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any Order condition. (40 CFR 122.41(f).)

B. Duty to Reapply

If the Discharger wishes to continue an activity regulated by this Order after the expiration date of this Order, the Discharger must apply for and obtain a new permit. (40 CFR 122.41(b).)

C. Transfers

This Order is not transferable to any person except after notice to the Lahontan Water Board. The Lahontan Water Board may require modification or revocation and reissuance of the Order to change the name of the Discharger and

incorporate such other requirements as may be necessary under the CWA and the Water Code. (40 CFR 122.41(l)(3); § 122.61.)

III. STANDARD PROVISIONS – MONITORING

A. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. (40 CFR 122.41(j)(1).)

B. Monitoring results must be conducted according to test procedures under Part 136 or, in the case of sludge use or disposal, approved under Part 136 unless otherwise specified in Part 503 unless other test procedures have been specified in this Order. (40 CFR 122.41(j)(4); § 122.44(i)(1)(iv).)

IV. STANDARD PROVISIONS – RECORDS

A. Except for records of monitoring information required by this Order related to the Discharger's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by Part 503), the Discharger shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this Order, and records of all data used to complete the application for this Order, for a period of at least three (3) years from the date of the sample, measurement, report or application. This period may be extended by request of the Lahontan Water Board Executive Officer at any time. (40 CFR 122.41(j)(2).)

Records of monitoring information shall include:

1. The date, exact place, and time of sampling or measurements (40 CFR 122.41(j)(3)(i));
2. The individual(s) who performed the sampling or measurements (40 CFR 122.41(j)(3)(ii));
3. The date(s) analyses were performed (40 CFR 122.41(j)(3)(iii));
4. The individual(s) who performed the analyses (40 CFR 122.41(j)(3)(iv));
5. The analytical techniques or methods used (40 CFR 122.41(j)(3)(v)); and
6. The results of such analyses. (40 CFR 122.41(j)(3)(vi).)

Claims of confidentiality for the following information will be denied (40 C.F.R. § 122.7(b)):

1. The name and address of any permit applicant or Discharger (40 CFR 122.7(b)(1)); and

2. Permit applications and attachments, permits and effluent data. (40 CFR 122.7(b)(2).)

V. STANDARD PROVISIONS – REPORTING

A. Duty to Provide Information

The Discharger shall furnish to the Lahontan Water Board, State Water Board, or USEPA within a reasonable time, any information which the Lahontan Water Board, State Water Board, or USEPA may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Order or to determine compliance with this Order. Upon request, the Discharger shall also furnish to the Lahontan Water Board, State Water Board, or USEPA copies of records required to be kept by this Order. (40 CFR 122.41(h); Wat. Code, § 13267.)

B. Signatory and Certification Requirements

1. All applications, reports, or information submitted to the Lahontan Water Board, State Water Board, and/or USEPA shall be signed and certified in accordance with Standard Provisions – Reporting V.B.2, V.B.3, V.B.4, V.B.5, V.B.6, and V.B.7 below. (40 CFR 122.41(k).)

2. For a corporation, all permit applications shall be signed by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means: (i) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or (ii) the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. (40 CFR 122.22(a)(1).)

3. For a partnership or sole proprietorship, all permit applications shall be signed by a general partner or the proprietor, respectively. (40 CFR 122.22(a)(2).)

4. For a municipality, State, federal, or other public agency, all permit applications shall be signed by either a principal executive officer or ranking elected official. For purposes of this provision, a principal executive officer of a federal agency includes: (i) the chief executive officer of the agency, or (ii) a

senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of USEPA). (40 CFR 122.22(a)(3).).

5. All reports required by this Order and other information requested by the Lahontan Water Board, State Water Board, or USEPA shall be signed by a person described in Standard Provisions – Reporting V.B.2, 3, or 4 above, as appropriate, or by a duly authorized representative of that person. A person is a duly authorized representative only if:

a. The authorization is made in writing by a person described in Standard Provisions – Reporting V.B.2, 3, or 4 above, as appropriate (40 CFR 122.22(b)(1));

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.) (40 CFR 122.22(b)(2)); and

c. The written authorization is submitted to the Lahontan Water Board and State Water Board. (40 CFR 122.22(b)(3).)

6. If an authorization under Standard Provisions – Reporting V.B.5 above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Standard Provisions – Reporting V.B.5 above must be submitted to the Lahontan Water Board and State Water Board prior to or together with any reports, information, or applications, to be signed by an authorized representative. (40 CFR 122.22(c).)

7. Any person signing a document under Standard Provisions – Reporting V.B.2, 3, 4, or 5 above shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." (40 CFR 122.22(d).)

Monitoring Reports

1. Monitoring results shall be reported at the intervals specified in the Monitoring and Reporting Program (Attachment E) in this Order. (40 CFR 122.22(l)(4).)

2. Monitoring results must be reported on a Discharge Monitoring Report (DMR) form or forms provided or specified by the Lahontan Water Board or State Water Board for reporting results of monitoring of sludge use or disposal practices. (40 CFR 122.41(l)(4)(i).)

3. If the Discharger monitors any pollutant more frequently than required by this Order using test procedures approved under Part 136 or, in the case of sludge use or disposal, approved under Part 136 unless otherwise specified in Part 503, or as specified in this Order, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the Lahontan Water Board. (40 CFR 122.41(l)(4)(ii).)

4. Calculations for all limitations, which require averaging of measurements, shall utilize an arithmetic mean unless otherwise specified in this Order. (40 CFR 122.41(l)(4)(iii).)

24-Hour Reporting

1. The Discharger shall report any noncompliance that may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the Discharger becomes aware of the circumstances. A written submission shall also be provided within five (5) business days of the time the Discharger becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. (40 CFR 122.41(l)(6)(i).)

2. The following shall be included as information that must be reported within 24 hours under this paragraph (40 CFR 122.41(l)(6)(ii)):

   a. Any unanticipated bypass that exceeds any effluent limitation in this Order. (40 CFR 122.41(l)(6)(ii)(A).)

   b. Any upset that exceeds any effluent limitation in this Order. (40 CFR 122.41(l)(6)(ii)(B).)

3. The Lahontan Water Board may waive the above-required written report under this provision on a case-by-case basis if an oral report has been received within 24 hours. (40 CFR 122.41(l)(6)(iii).)

Compliance Schedules

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this Order, shall be submitted no later than 14 days following each schedule date. (40 CFR 122.41(l)(5).)

Planned Changes

The Discharger shall give notice to the Lahontan Water Board as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required under this provision only when (40 CFR 122.41(l)(1)):

1. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in section 122.29(b) (40 CFR 122.41(l)(1)(i)); or

2. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are not subject to effluent limitations in this Order. (40 CFR 122.41(l)(1)(ii).)

3. The alteration or addition results in a significant change in the Discharger's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan. (40 CFR 122.41(l)(1)(iii).)

Anticipated Noncompliance

The Discharger shall give advance notice to the Lahontan Water Board or State Water Board of any planned changes in the permitted facility or activity that may result in noncompliance with General Order requirements. (40 CFR 122.41(l)(2).)

Other Noncompliance

The Discharger shall report all instances of noncompliance not reported under Standard Provisions – Reporting V.C, V.D, and V.E above at the time monitoring reports are submitted. The reports shall contain the information listed in Standard Provision – Reporting V.E above. (40 CFR 122.41(l)(7).)

Other Information

When the Discharger becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Lahontan Water Board, State Water Board, or USEPA, the

Discharger shall promptly submit such facts or information. (40 CFR 122.41(l)(8).)

VI. STANDARD PROVISIONS – ENFORCEMENT

A. The Lahontan Water Board is authorized to enforce the terms of this General Permit under several provisions of the Water Code, including, but not limited to, sections 13385, 13386, and 13387.

ATTACHMENT E – ACTIVE TREATMENT SYSTEM (ATS) REQUIREMENTS

Table 1 – Numeric Effluent Limitations, Numeric Action Levels, Test Methods, Detection Limits, and Reporting Units

Parameter	Test Method	Discharge Type	Min. Detection Limit	Units	Numeric Action Level	Numeric Effluent Limitation
Turbidity	EPA 0180.1 and/or field test with a calibrated portable instrument	For ATS discharges	1	NTU	N/A	≤ 10 NTU for Daily Flow-Weighted Average & ≤ 20 NTU for Any Single Sample

A. Dischargers choosing to implement an Active Treatment System (ATS) on their site shall comply with all of the requirements in this Attachment.

B. Dischargers shall maintain a paper copy of each ATS specification onsite in compliance with the record retention requirements in the Special Provisions of this General Permit.

C. ATS Design, Operation and Submittals

1. The ATS shall be designed and approved by a Certified Professional in Erosion and Sediment Control (CPESC), a Certified Professional in Storm Water Quality (CPSWQ); a California registered civil engineer; or any other California registered engineer.

2. Dischargers shall ensure that the ATS is designed in a manner to preclude the accidental discharge of settled floc[1] during floc pumping or related operations.

3. Dischargers shall design outlets to dissipate energy from concentrated flows.

4. Dischargers shall install and operate an ATS by assigning a lead person (or project manager) who has either a minimum of five years construction storm

[1] Floc is defined as a clump of solids formed by the chemical action in ATS systems.

water experience or who is a licensed contractor specifically holding a California Class A Contractors license.[2]

5. Dischargers shall prepare an ATS Plan that combines the site-specific data and treatment system information required to safely and efficiently operate an ATS. The ATS Plan shall be electronically submitted to the State Water Board at least 14 days prior to the planned operation of the ATS and a paper copy shall be available onsite during ATS operation. At a minimum, the ATS Plan shall include:

   a. ATS Operation and Maintenance Manual for All Equipment.

   b. ATS Monitoring, Sampling & Reporting Plan, including Quality Assurance/Quality Control (QA/QC).

   c. ATS Health and Safety Plan.

   d. ATS Spill Prevention Plan.

6. The ATS shall be designed to capture and treat (within a 72-hour period) a volume equivalent to the runoff from a 10-year, 24-hour storm event using a watershed runoff coefficient of 1.0.

D. Treatment – Chemical Coagulation/Flocculation

1. Jar tests shall be conducted using water samples selected to represent typical site conditions and in accordance with ASTM D2035-08 (2003).

2. Dischargers shall conduct, at a minimum, six site-specific jar tests (per polymer with one test serving as a control) for each project to determine the proper polymer and dosage levels for their ATS.

3. Single field jar tests may also be conducted during a project if conditions warrant. For example, if construction activities disturb changing types of soils, which consequently cause change in storm water and runoff characteristics.

E. Residual Chemical and Toxicity Requirements

1. Dischargers shall utilize a residual chemical test method that has a method detection limit (MDL) of 10 percent or less than the maximum allowable threshold

[2] Business and Professions Code Division 3, Chapter 9, Article 4, Class A Contractor: A general engineering contractor is a contractor whose principal contracting business is in connection with fixed works requiring specialized engineering knowledge and skill.

concentration[3] (MATC) for the specific coagulant in use and for the most sensitive species of the chemical used.

2. Dischargers shall utilize a residual chemical test method that produces a result within one hour of sampling.

3. Dischargers shall have a California state certified laboratory validate the selected residual chemical test. Specifically the lab will review the test protocol, test parameters, and the detection limit of the coagulant. Dischargers shall electronically submit this documentation as part of the ATS Plan.

4. If Dischargers cannot utilize a residual chemical test method that meets the requirements above, Dischargers shall operate the ATS in Batch Treatment[4] mode.

5. Dischargers planning to operate in Batch Treatment mode shall perform toxicity testing in accordance with the following:

   a. Dischargers shall initiate acute toxicity testing on effluent samples representing effluent from each batch prior to discharge[5]. All bioassays shall be sent to a laboratory certified by the State Water Board Division of Drinking Water Environmental Laboratory Accreditation Program (ELAP). The required field of testing number for Whole Effluent Toxicity (WET) testing is E113.

   b. Acute toxicity tests shall be conducted with the following species and protocols. The methods to be used in the acute toxicity testing shall be those outlined for a 96-hour acute test in "Methods for Measuring the Acute Toxicity of Effluents and Receiving Water to Freshwater and Marine Organisms, USEPA-841-R-02-012" for Fathead minnow, *Pimephales promelas* (fathead minnow). Acute toxicity for *Oncorhynchus mykiss* (Rainbow Trout) may be used as a substitute for testing fathead minnows.

   c. All toxicity tests shall meet quality assurance criteria and test acceptability criteria in the most recent versions of the USEPA test method for WET testing.

   d. Dischargers shall electronically report all acute toxicity testing.

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[3] The Maximum Allowable Threshold Concentration (MATC) is the allowable concentration of residual, or dissolved, coagulant/flocculant in effluent. The MATC shall be coagulant/flocculant-specific, and based on toxicity testing conducted by an independent, third-party laboratory. A typical MATC would be:
The MATC is equal to the geometric mean of the NOEC (No Observed Effect Concentration) and LOEC (Lowest Observed Effect Concentration) Acute and Chronic toxicity results for most sensitive species determined for the specific coagulant. The most sensitive species test shall be used to determine the MATC.
[4] Batch Treatment mode is defined as holding or recirculating the treated water in a holding basin or tank(s) until treatment is complete or the basin or storage tank(s) is full.
[5] This requirement only requires that the test be initiated prior to discharge.

F. Filtration

1. The ATS shall include a filtration step between the coagulant treatment train and the effluent discharge. This is commonly provided by sand, bag, or cartridge filters, which are sized to capture suspended material that might pass through the clarifier tanks.

2. Differential pressure measurements shall be taken to monitor filter loading and confirm that the final filter stage is functioning properly.

G. Residuals Management

1. Sediment shall be removed from the storage or treatment cells as necessary to ensure that the cells maintain their required water storage (i.e., volume) capability.

2. Handling and disposal of all solids generated during ATS operations shall be done in accordance with all local, state, and federal laws and regulations.

H. ATS Instrumentation

1. The ATS shall be equipped with instrumentation that automatically measures and records effluent water quality data and flow rate.

2. The minimum data recorded shall be consistent with the Monitoring and Reporting requirements below, and shall include:

   a. Influent Turbidity

   b. Effluent Turbidity

   c. Influent pH

   d. Effluent pH

   e. Residual Chemical

   f. Effluent Flow Rate

   g. Effluent Flow Volume

3. Systems shall be equipped with a data recording system, such as data loggers or webserver-based systems, which records each measurement on a frequency no longer than once every 15 minutes.

4. Cumulative flow volume shall be recorded daily. The data recording system shall have the capacity to record a minimum of seven days continuous data.

5. Instrumentation systems shall be interfaced with system control to provide auto shutoff or recirculation in the event that effluent measurements exceed turbidity or pH.

6. The system shall also assure that upon system upset, power failure, or other catastrophic event, the ATS will default to a recirculation mode or safe shut down.

7. Instrumentation (flow meters, probes, valves, streaming current detectors, controlling computers, etc.) shall be installed and maintained per manufacturer's recommendations, which shall be included in the QA/QC plan.

8. The QA/QC plan shall also specify calibration procedures and frequencies, instrument method detection limit or sensitivity verification, laboratory duplicate procedures, and other pertinent procedures.

9. The instrumentation system shall include a method for controlling coagulant dose, to prevent potential overdosing. Available technologies include flow/turbidity proportional metering, periodic jar testing and metering pump adjustment, and ionic charge measurement controlling the metering pump.

I. ATS Effluent Discharge

1. ATS effluent shall comply with all provisions and prohibitions in this General Permit, specifically the NELs.

2. NELs for discharges from an ATS:

   a. Turbidity of all ATS discharges shall be less than 10 NTU for daily flow-weighted average of all samples and 20 NTU for any single sample.

   b. Residual Chemical shall be less than 10 percent of MATC[6] for the most sensitive species of the chemical used.

3. If an analytical effluent sampling result is outside the range of pH NELs (i.e., is below the lower NEL for pH or exceeds the upper NEL for pH) or exceeds the turbidity NEL (as listed in Table 1), Dischargers are in violation of this General

[6] The Maximum Allowable Threshold Concentration (MATC) is the allowable concentration of residual, or dissolved, coagulant/flocculant in effluent. The MATC shall be coagulant/flocculant-specific, and based on toxicity testing conducted by an independent, third-party laboratory. The MATC is equal to the geometric mean of the NOEC (No Observed Effect Concentration) and LOEC (Lowest Observed Effect Concentration) Acute and Chronic toxicity results for most sensitive species determined for the specific coagulant. The most sensitive species test shall be used to determine the MATC.

Permit and shall electronically file the results in violation within 24 hours of obtaining the results.

4. If ATS effluent is authorized to discharge into a sanitary sewer system, Dischargers shall comply with any pre-treatment requirements applicable for that system. Dischargers shall include any specific criteria required by the municipality in the ATS Plan.

5. Compliance Storm Event:

   Discharges of storm water from ATS shall comply with applicable NELs (above) unless the storm event causing the discharges is determined after the fact to be equal to or larger than the Compliance Storm Event. The Compliance Storm Event for ATS discharges is the 20-year, 1-hour storm, which is equal to 1 inch of rainfall in a 1-hour period. This exemption is dependent on the submission of rain gauge data verifying the storm event is equal to or larger than the Compliance Storm.

J. Operation and Maintenance Plan

1. Each project shall have a site-specific Operation and Maintenance (O&M) Manual covering the procedures required to install, operate and maintain the ATS.[7]

2. The O&M Manual shall only be used in conjunction with appropriate project-specific design specifications that describe the system configuration and operating parameters.

3. The O&M Manual shall have operating manuals for specific pumps, generators, control systems, and other equipment.

K. Sampling and Reporting Quality Assurance/ Quality Check (QA/QC) Plan

A project-specific QA/QC Plan shall be developed for each project. The QA/QC Plan shall include at a minimum:

1. Calibration – Calibration methods and frequencies for all system and field instruments shall be specified.

2. Method Detection Limits (MDLs) – The methods for determining MDLs shall be specified for each residual coagulant measurement method. Acceptable minimum MDLs for each method, specific to individual coagulants, shall be specified.

[7] The manual is typically in a modular format covering generalized procedures for each component that is utilized in a particular system.

3. Laboratory Duplicates – Requirements for monthly laboratory duplicates for residual coagulant analysis shall be specified.

L. Personnel Training

1. Operators shall have training specific to using an ATS and liquid coagulants for storm water discharges in California.

2. The training shall be in the form of a formal class with a certificate and requirements for testing and certificate renewal.

3. Training shall include a minimum of eight hours classroom and 32 hours field training. The course shall cover the following topics:

   a. Coagulation Basics –Chemistry and physical processes

   b. ATS System Design and Operating Principles

   c. ATS Control Systems

   d. Coagulant Selection – Jar testing, dose determination, etc.

   e. Aquatic Safety/Toxicity of Coagulants, proper handling and safety

   f. Monitoring, Sampling, and Analysis

   g. Reporting and Recordkeeping

   h. Emergency Response

M. Active Treatment System (ATS) Monitoring Requirements

Dischargers who deploy an ATS on their site shall conduct the following:

1. Visual Monitoring

   a. A designated responsible person shall be on site daily at all times during treatment operations.

   b. Daily on-site visual monitoring of the system for proper performance shall be conducted and recorded in the project data log.

      i. The log shall include the name and phone number of the person responsible for system operation and monitoring.

ii. The log shall include documentation of the responsible person's training.

2. Operational and Compliance Monitoring

   a. Flow shall be continuously monitored and recorded at not greater than 15-minute intervals for total volume treated and discharged.

   b. Influent and effluent pH must be continuously monitored and recorded at not greater than 15-minute intervals.

   c. Influent and effluent turbidity (expressed in NTU) must be continuously monitored and recorded at not greater than 15-minute intervals.

   d. The type and amount of chemical used for pH adjustment, if any, shall be monitored and recorded.

   e. Dose rate of chemical used in the ATS system (expressed in mg/L) shall be monitored and reported 15-minutes after startup and every 8 hours of operation.

   f. Laboratory duplicates – monthly laboratory duplicates for residual coagulant analysis must be performed and records shall be maintained onsite.

   g. Effluent shall be monitored and recorded for residual chemical/additive levels.

   h. If a residual chemical/additive test does not exist and the ATS is operating in a batch treatment mode of operation refer to the toxicity monitoring requirements below.

3. Toxicity Monitoring

   Dischargers operating in batch treatment mode shall perform toxicity testing in accordance with the following:

   a. Dischargers shall initiate acute toxicity testing on effluent samples representing effluent from each batch prior to discharge.[8] All bioassays shall be sent to a laboratory certified by the State Water Board Division of Drinking Water Environmental Laboratory Accreditation Program (ELAP). The required field of testing number for Whole Effluent Toxicity (WET) testing is E113.

   b. Acute toxicity tests shall be conducted with the following species and protocols. The methods to be used in the acute toxicity testing shall be those outlined for a 96-hour acute test in "Methods for Measuring the Acute Toxicity

[8] This requirement only requires that the test be initiated prior to discharge.

of Effluents and Receiving Water to Freshwater and Marine Organisms, USEPA-841-R-02-012" for Fathead minnow, *Pimephales promelas or* Rainbow trout, *Oncorhynchus mykiss* may be used as a substitute for fathead minnow.

c. All toxicity tests shall meet quality assurance criteria and test acceptability criteria in the most recent versions of the USEPA test method for WET testing.

4. Reporting and Recordkeeping

At a minimum, every 30 days a LRP representing the Discharger shall access the State Water Boards Storm Water Mulit-Application and Report Tracking system (SMARTS) and electronically upload field data from the ATS. Records must be kept for three years after the project is completed .

5. Non-compliance Reporting

a. Any indications of toxicity or other violations of water quality objectives shall be reported to the appropriate regulatory agency as required by this General Permit.

b. Upon any measurements that exceed water quality standards, the system operator shall immediately notify his supervisor or other responsible parties, who shall notify the Lahontan Water Board.

c. If any monitoring data exceeds any applicable NEL in this General Permit, Dischargers shall electronically submit a NEL Violation Report to the State Water Board within 24 hours after the NEL exceedance has been identified.

i. ATS dischargers shall certify each NEL Violation Report in accordance with the Special Provisions for Construction Activity in this General Permit.

ii. ATS dischargers shall retain an electronic or paper copy of each NEL Violation Report for a minimum of three years after the date the annual report is filed.

iii. ATS dischargers shall include in the NEL Violation Report:

(1) The analytical method(s), method reporting unit(s), and method detection limit(s) of each analytical parameter (analytical results that are less than the method detection limit shall be reported as "less than the method detection limit");

(2) The date, place, time of sampling, visual observation (inspections), and/or measurements, including precipitation; and

(3) A description of the current onsite BMPs, and the proposed corrective actions taken to manage the NEL exceedance.

iv. Compliance Storm Event - In the event that an applicable NEL has been exceeded during a storm event equal to or larger than the Compliance Storm Event, ATS dischargers shall report the onsite rain gauge reading and nearby governmental rain gauge readings for verification.

ATTACHMENT F - WASTE DISCHARGE PROHIBITION INFORMATION FOR ACTIVITIES IN STREAM ENVIRONMENT ZONES AND FLOODPLAINS OF THE LAKE TAHOE HYDROLOGIC UNIT

To protect beneficial uses and achieve water quality objectives, the *Water Quality Control Plan for the Lahontan Region* (Basin Plan) contains prohibitions against waste discharges to surface waters and lands within 100-year floodplains and Stream Environment Zones (SEZs) in the Lake Tahoe Hydrologic Unit (HU). These prohibitions may apply to certain construction activities conducted in these areas.

I. Waste Discharge Prohibitions and Exemptions

A. Region-Wide Waste Discharge Prohibitions

Chapter 4, section 4.1 of the Basin Plan specifies the following region-wide waste discharge prohibitions:

1. The discharge of waste that causes violation of any narrative or numeric water quality objective contained in this Plan is prohibited.

2. Where any numeric or narrative water quality objective contained in this Plan is already being violated, the discharge of waste that causes further degradation or pollution is prohibited.

3. The discharge of waste that could affect the quality of waters of the state that is not authorized by the State or Regional Board through waste discharge requirements, waiver of waste discharge requirements, NPDES permit, cease and desist order, certification of water quality compliance pursuant to Clean Water Act section 401, or other appropriate regulatory mechanism is prohibited.

4. The discharge of untreated sewage, garbage, or other solid wastes into surface waters of the Region is prohibited. (For the purposes of this prohibition, “untreated sewage” is that which exceeds secondary treatment standards of the Federal Water Pollution Control Act, which are incorporated in this plan in section 4.4 under “Surface Water Disposal of Sewage Effluent.”)

5. The discharge of pesticides to surface or ground waters is prohibited.

B. Exemptions to Region-Wide Waste Discharge Prohibitions

The Basin Plan allows exemptions to certain waste discharge prohibitions if the applicable criteria are met, as described further, below. Exemptions are generally provided on a case-by-case basis, although the Lahontan Water Board may find that certain types of discharges are exempt from certain or all applicable

waste discharge prohibitions. Chapter 4, section 4.1 includes exemption criteria for Prohibitions 1 and 2, above, which may be applicable to construction activities within the Lahontan Region. The Basin Plan also includes exemption criteria for Prohibition 5, above; see Chapter 4.1 of the Basin Plan for more information.

An exemption to Prohibition 1 or 2, above, may be granted whenever the Lahontan Water Board finds all of the following:

1. The discharge of waste will not, individually or collectively, directly or indirectly, adversely affect beneficial uses, *and*

2. There is no reasonable alternative to the waste discharge, *and*

3. All applicable and practicable control and mitigation measures have been incorporated to minimize potential adverse impacts to water quality and beneficial uses.

C. Exemptions for Emergency Projects

The Lahontan Water Board recognizes that emergency projects may require the discharge of waste to water as part of actions to address the emergency. Due to the exigencies of the emergency situation, normal public noticing and Lahontan Water Board action on granting prohibition exemptions may not be possible. For waste discharged as a result of emergency projects, exemptions to all prohibitions contained in the Basin Plan may be granted by the Lahontan Water Board's Executive Officer for the following projects:

1. Projects to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of a disaster in a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with section 8550 of the Government Code.

2. Emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare.

3. Specific actions necessary to prevent or mitigate an emergency. *This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term.*

Exemptions to all waste discharge prohibitions for emergency projects meeting the above qualifications may be granted whenever the Lahontan Water Board Executive Officer finds that a specific project meets all of the following criteria:

1. There is no feasible alternative to the project that would comply with the Basin Plan prohibitions, *and*

2. All applicable control and mitigation measures that are practicable have been incorporated to

D. Exempted Low Threat Discharges

The Lahontan Water Board has determined that the discharges listed in Table 4.1-1 are exempt from applicable region-wide and hydrologic unit/area waste discharge prohibitions subject to all the conditions set forth below and the discharge-specific conditions in Basin Plan Table 4.1-1.

1. For proposed discharges to surface water, the applicant must provide information supporting why discharge to land is not practicable.

2. The discharge must not adversely affect the beneficial uses of the receiving water.

3. The discharge must comply with all applicable water quality objectives.

4. Best practicable treatment or control of the discharge shall be implemented to ensure that pollution or nuisance will not occur.

Table 4.1-1.
Low Threat Discharges Conditionally Exempt From
Waste Discharge Prohibitions

Specific Conditions for Exemption:

Discharge Category	Conditions for Exemption
Atmospheric condensate from refrigeration and air conditioning systems	Must not contain chemicals or materials that would adversely affect water quality.
Groundwater from foundation drains, crawl-space pumps, and footing drains	Must not contain chemicals or materials that would adversely affect water quality.
Water main, storage tank, fire hydrant flushing	Water discharged must consist of potable water. Must use best management practices to reduce soil erosion from discharged water to a level of insignificance.
Incidental runoff from landscape irrigation	Must not contain fertilizers or pesticides. For recycled water used for irrigation, must discharge to land.

Specific Conditions for Exemption Continued:

Non-contact cooling water	Must not contain biocides, anti-scalants or other additives.
Aquifer or pump testing water	Must not be in an area of known groundwater contamination. If discharged to surface water, the quality of the discharge must be substantially similar to the quality of the receiving water.
Construction dewatering	Must not be in an area of known soil or groundwater contamination where that contamination could adversely affect the discharge and/or the receiving water.
Utility vault and conduit flushing and draining	Must not contain chemicals or materials that would adversely affect water quality.
Hydrostatic testing, maintenance, repair and disinfection of potable water supply pipelines	Water discharged must consist of potable water. Must use best management practices to reduce soil erosion from discharged water to an insignificant level.
Hydrostatic testing of newly constructed pipelines, tanks, reservoirs, etc., used for purposes other than potable water supply (e.g., gas, oil, reclaimed water, etc.)	Potable water must be used in the hydrostatic test. Must not contain chemicals or materials that would adversely affect water quality. Must use best management practices to reduce soil erosion from discharged water to an insignificant level.
Disposal of treated groundwater	Treatment must remove contaminants of concern to non-detectable levels.
Pier pilings (driven), **except** for piers in Lake Tahoe in significant fish spawning habitat or in areas immediately offshore of stream inlets	Piles must be driven. Where the lakebed contains clayey or silty substrate, caissons, turbidity curtains, or other best management practices must be used to limit generated turbidity to smallest area practicable.
Buoys and aids to navigation	Must not contain chemicals or materials that would adversely affect water quality.
Scientific instrumentation for water quality or resources study	Must meet the general conditions for exemption.

E. Restoration Projects Discharge Exemptions

The Lahontan Water Board encourages restoration projects that are intended to reduce or mitigate existing sources of soil erosion, water pollution, or impairment of beneficial uses. For waste earthen materials discharged as a result of restoration projects, exemptions to the above prohibitions, and all other prohibitions contained in the Basin Plan, may be granted by the Lahontan Water

Board's Executive Officer whenever a specific project meets all of the following criteria:

1. The project will eliminate, reduce or mitigate existing sources of soil erosion, water pollution, and/or impairment of beneficial uses of water, *and*

2. There is no feasible alternative to the project that would comply with the Basin Plan prohibitions, *and*

3. All applicable and practicable control and mitigation measures have been incorporated into the project to minimize land disturbance, soil erosion, discharges of turbid water, and other potential adverse impacts to water quality and beneficial uses to the minimum necessary to complete the project.

F. Lake Tahoe HU Discharge Prohibitions

Chapter 5, section 5.2 of the Basin Plan specifies the following discharge prohibitions for construction activities within the Lake Tahoe HU:

1. The discharge attributable to human activities of any waste or deleterious material to surface waters of the Lake Tahoe HU is prohibited.

2. The discharge attributable to human activities of any waste or deleterious material to land below the highwater rim of Lake Tahoe or within the 100-year floodplain of any tributary to Lake Tahoe is prohibited.

3. The discharge attributable to human activities of any waste or deleterious material to Stream Environment Zones (SEZs) in the Lake Tahoe HU is prohibited.

4. The discharge or threatened discharge attributable to new pier construction of wastes to significant spawning habitats or to areas immediately offshore of stream inlets in Lake Tahoe is prohibited.

5. The discharge of garbage or other solid waste to lands within the Lake Tahoe Basin is prohibited.

6. The discharge of industrial waste within the Lake Tahoe Basin is prohibited. Industrial waste is defined as any waste resulting from any process or activity of manufacturing or construction. Stormwater discharges from industrial facilities are not prohibited when wastes in the discharge are controlled through the application of management practices or other means and the discharge does not cause a violation of water quality objectives.

G. Exemptions to Lake Tahoe HU Prohibitions

The following criteria for prohibition exemptions for the Lake Tahoe HU are set forth in Chapter 5, section 5.2 of the Basin Plan.

1. An exemption to Prohibition 1 may be granted whenever the Lahontan Water Board finds all of the following:

   a. The discharge of waste will not, individually or collectively, directly or indirectly, adversely affect beneficial uses, *and*

   b. There is no reasonable alternative to the waste discharge, *and*

   c. All applicable and practicable control and mitigation measures have been incorporated to minimize potential adverse impacts to water quality and beneficial uses.

2. The Lahontan Water Board may grant exemptions to Prohibitions 2, 3 and 4, above, for projects relocating existing structures below the highwater rim of Lake Tahoe, within the 100-year floodplain, within an SEZ, in spawning habitat or offshore of stream inlets to Lake Tahoe where the area of the structure is relocated on the same parcel or within a defined project area and where the following finding can be made (a "project area" may include multiple adjacent or non-adjacent parcels):

   The relocation must result in net or equal water quality benefit. Net or equal benefit is defined as an improvement in or maintenance of function of the associated area below the highwater rim of Lake Tahoe, 100-year floodplain, SEZ, spawning habitat, or stream inlet. Net or equal benefit may include, but is not limited to, one or more of the following:

   a. Relocation of structure to an area further away from the stream channel or wetlands;

   b. Protection of restored 100-year floodplain or SEZ or an equivalent area (at a 1:1 ratio for floodplain or 1.5:1 for SEZ) of offsite 100-year floodplain or SEZ through deed restriction or conveyance to a mitigation bank or land conservancy or similar. For projects involving disturbance of wetlands, offsite mitigation may involve larger mitigation ratios;

   c. For projects involving the relocation of more than 1000 square feet of impervious coverage within a 100-year floodplain or SEZ, a finding, based on a report prepared by a qualified professional, that the relocation will improve the functioning of the floodplain or SEZ and will not negatively affect the quality of existing habitats.

d. For pier relocation projects in spawning habitat, a finding that equivalent or greater area of spawning habitat is restored or created.

3. The Regional Board may also grant exemptions to Prohibitions 2 and 3, above, under the following circumstances:

   a. For erosion control projects, habitat restoration projects, wetland rehabilitation projects, SEZ restoration projects, and similar projects, programs, and facilities, if all of the following findings can be made:

      i. There is no reasonable alternative, including relocation, that avoids or reduces the extent of encroachment below the highwater rim of Lake Tahoe, within the 100-year floodplain, or within the SEZ; and

      ii. Impacts are fully mitigated.

   b. For public outdoor recreation facilities or private piers if all of the following findings can be made:

      i. The project by its nature must be sited below the high water rim of Lake Tahoe, within the 100-year floodplain, or within the SEZ;

      ii. There is no feasible alternative that would reduce the extent of encroachment below the highwater rim of Lake Tahoe, within the 100-year floodplain, or within the SEZ;

      iii. Impacts are fully mitigated;

      iv. SEZs are restored in an amount 1.5 times the area of SEZ disturbed or developed for the project; and

      v. Wetlands are restored in an amount at least 1.5 times the area of wetland disturbed or developed. Certain wetland areas may require restoration of greater than 1.5 times the area disturbed or developed.

   c. For public service facilities if all of the following findings can be made:

      i. The project is necessary for public health, safety or environmental protection;

      ii. There is no reasonable alternative, including spans, that avoids or reduces the extent of encroachment;

      iii. The impacts are fully mitigated;

iv. SEZ lands are restored in an amount 1.5 times the area of SEZ developed or disturbed by the project; and

v. Wetlands are restored in an amount at least 1.5 times the area of wetland disturbed or developed. Certain wetlands may require restoration of greater than 1.5 times the area disturbed or developed.

d. For projects that require access across SEZs or 100-year floodplains to otherwise buildable sites if all of the following findings can be made:

i. There is no reasonable alternative that avoids or reduces the extent of encroachment within the SEZ or 100-year floodplain;

ii. Impacts are fully mitigated;

iii. SEZ lands are restored in an amount 1.5 times the area of SEZ disturbed or developed by the project; and

iv. Wetlands are restored in an amount at least 1.5 times the area of wetland disturbed or developed by the project. Certain wetland areas may require restoration of greater than 1.5 times the area disturbed or developed.

e. For repair or replacement of existing structures, provided that the repair or replacement does not involve the loss of additional lake habitat, or SEZ or floodplain function. Prior to granting any such exemption, the Regional Board shall require that all applicable and practicable control and mitigation measures have been incorporated into the project to minimize any discharges of wastes to surface waters during or following construction.

f. Projects for monitoring or scientific research related to natural resources and environmental quality. This category includes equipment or structure installation for basic data collection, research, experimental management and resource evaluation activities that do not result in a significant adverse effect on water quality or beneficial uses. Prior to granting any such exemption, the Regional Board shall require that all applicable and practicable control and mitigation measures have been incorporated into the project to minimize any discharges of wastes to surface waters during or following construction.

II. Exemption Process

Dischargers seeking an exemption from a waste discharge prohibition must file project information sufficient to demonstrate that they meet the applicable criteria. Discharges subject to a prohibition cannot commence until such time as the

Lahontan Board has provided written concurrence that the applicable criteria are met. In addition to the exemption, Dischargers must obtain all other relevant and appropriate Lahontan Water Board permits or authorizations for the project or activity (e.g., water quality certification under section 401 of the Clean Water Act). Except in emergency situations, the Lahontan Water Board Executive Officer will notify the Lahontan Water Board and interested members of the public 10 days in advance of the intent to grant an exemption to allow for public comment on whether the exemption proposal meets the applicable criteria. Such notification may be provided by electronic notification, including Internet posting.

ATTACHMENT G – WATER QUALITY OBJECTIVES FOR CERTAIN WATER BODIES IN THE LAKE TAHOE HYDROLOGIC UNIT

Table G-1. WQOs for Water Bodies in the Lake Tahoe Hydrologic Unit

	Surface Waters	Objective (mg/L except as noted) [1,2]						
		TDS	Cl	SO_4	B	N	P	Fe
1	Lake Tahoe	60/65	3.0/4.0	1.0/2.0	0.01/ -	0.15/ -	0.008/ -	--
2	Fallen Leaf Lake	50/ -	0.30/ 0.50	1.3/1.4	0.01/ 0.02	See Table I-2 for additional objectives		
3	Griff Creek	80/ -	0.40/ -	--	--	0.19/ -	0.010/ -	0.03/ -
4	Carnelian Bay Creek	80/ -	0.40/ -	--	--	0.19/ -	0.015/ -	0.03/ -
5	Watson Creek	80/ -	0.35/ -	--	--	0.22/ -	0.015/ -	0.04/ -
6	Dollar Creek	80/ -	0.30/ -	--	--	0.16/ -	0.030/ -	0.03/ -
7	Burton Creek	90/ -	0.30/ -	--	--	0.1/6 -	0.015/ -	0.03/ -
8	Ward Creek	70/ 85	0.30/ 0.50	1.4/ 2.8	--	0.15/ -	0.015/ -	0.03/ -
9	Blackwood Creek	70/ 90	0.30/ -	--	--	0.19/ -	0.015/ -	0.03/ -
10	Madden Creek	60/ -	0.10/ 0.20	--	--	0.18/ -	0.015/ -	0.015/ -
11	McKinney Creek	55/ -	0.40/ 0.50	--	--	0.19/ -	0.015/ -	0.03/ -
12	General Creek	50/ 90	1.0/ 1.5	0.4/ 0.5	--	0.15/ -	0.015/ -	0.03/ -
13	Meeks Creek	45/ -	0.40/ -	--	--	0.23/ -	0.010/ -	0.07/ -
14	Lonely Gulch Creek	45/ -	0.30/ -	--	--	0.19/ -	0.015/ -	0.03/ -
15	Eagle Creek	35/-	0.30/-	--	--	0.20/-	0.010/-	0.03/-
16	Cascade Creek	30/-	0.40/-	--	--	0.21/-	0.005/-	0.01/-
17	Tallac Creek	60/-	0.40/-	--	--	0.19/-	0.015/-	0.03/-
18	Taylor Creek	35/-	0.40/ 0.50	--	--	0.17/-	0.010/-	0.02/-
19	Upper Truckee River	55/75	4.0/5.5	1.0/2.0	--	0.19/-	0.015/-	0.03/-
20	Trout Creek	50/60	0.15/ 0.20	--	--	0.19/-	0.015/-	0.03/-

[1] Annual average value/90th percentile value.
[2] Objectives are as mg/L and are defined as follows:

B Boron
Cl Chloride
SO_4 Sulfate
Fe Iron, Total
N Nitrogen, Total
P Phosphorus, Total
TDS Total Dissolved Solids (Total Filterable Residues)

Table G-2. WQOs for Fallen Leaf Lake

Constituent	Objective
pH[1]	6.5 - 7.9
Temperature[2]	Hypolimnion -15 °C Bottom (105m) - 7.5 °C at no time shall water be increased by more than 2.8 C (5 °F).
Dissolved oxygen[3]	% saturation above 80% and DO >7 mg/L except if saturation exceeds 80% DO at bottom (105m) > 6mg/L
Total nitrogen[4]	0.087[5]/0.114[6]/0.210[7]
Dissolved inorganic – N[8]	0.007 / 0.010 / 0.023
Total phosphorus	0.008 / 0.010 / 0.018
Soluble reactive -P	0.001 / 0.002 / 0.009
Soluble reactive iron	0.004 / 0.005 / 0.012
Total reactive iron	0.005 / 0.007 / 0.030
Chlorophyll-a[9,10]	0.6 / 0.9 / 1.5
Clarity - Secchi depth[11] - Vertical extinction coefficient	18.5 / 16.0[12] / 13.6[13] 0.146 / 0.154 / 0.177[14]
Phytoplankton cell counts[15]	219 / 280 / 450

1 0.5 units above and 0.5 units below 1991 maximum and minimum values. Also reflects stability of this constituent throughout the year.

2 Based on 1991 data. Indicates that if temperature in the hypolimnion during the summer exceeds 15 °C or if the water at 105m exceeds 7.5 °C this would constitute a significant change from existing conditions. Unless there is a anthropogenic source of thermal effluent, which does not currently exist, changes in water temperature in Fallen Leaf Lake are natural. Objectives apply at any time during the defining period.

3 Based on coldwater habitat protection and 1991 data base. The need for an objective for the bottom (105m) results from the desire to control primary productivity and deposition of organic matter on the bottom. A decline in bottom DO to below 6 mg/L would indicate a fundamental shift in the trophic state of Fallen Leaf Lake.

4 Because of the similarity between the mid-lake and nearshore sites, Fallen Leaf Lake objectives for N, P and Fe are based on the combined mid-lake 8 m and 45 m, and nearshore 8 m concentrations. Units are mg N/L, mg P/L and mg Fe/L.

5 Mean annual concentration (May - October) unless otherwise noted.

6 90th percentile value unless otherwise noted.

7 Maximum allowable value; 1.5 times the maximum 1991 value. No single measurement should exceed this value unless otherwise noted.

8 DIN = NO3+NO2+NH4

9 Corrected for phaeophytin degradation pigments.

10 Units are ⌠g chl-a/L.

11 Units are meters.

12 10th percentile since clarity increases with increasing Secchi depth.

13 Represents 15% loss of clarity from 10th or 90th percentile value.

14 Calculated in the photic zone between 1 m below surface to 35 m. Units are per meter.

15 Units are cells per milliliter.

ATTACHMENT H - STORM WATER POLLUTION PREVENTION PLAN (SWPPP) CHECKLIST

I. Introduction and Certifications

- **A.** SWPPP Objectives
- **B.** Permit Registration Documents
- **C.** Certification and Training Requirements
- **D.** QSP Management and Weekly Training Plan
- **E.** Contractor List
- **F.** Emergency Contact Person and 24-Hour Phone Number
- **G.** SWPPP Availability and Public Records Access
- **H.** Required Changes (Include SWPPP amendment log form in Appendices)

II. Project Information

- **A.** Project Description, site address and driving directions
- **B.** WDID
- **C.** Construction and BMP Schedule
- **D.** Potential Construction Site Pollutants of Concern and Sources
- **E.** Site Location Map(s)

III. Best Management Practices

- **A.** Site Management Narrative (include specs in Appendices)
- **B.** Sediment and Erosion/Stabilization Control Narrative (include specs in Appendices)
- **C.** Non-Stormwater and Material Management Narrative (include specs in Appendices)
- **D.** Spill Prevention and Response Plan
- **E.** Dewatering and Diversions Plan Narrative (include specs in Appendices)
- **F.** Active Treatment System Plan Narrative (include ATS Plan in Appendices)
- **G.** Post-Construction Stormwater Management Measures Narrative (include specs in Appendices)
- **H.** BMP and Disturbed Soil Area (DSA) Maps

IV. BMP Inspection, Maintenance, and Rain Event Action Plans

A. BMP Inspection and Maintenance Narrative (include forms and checklists in Appendices)

B. Rain Event Action Plan Narrative (Include REAP template in Appendices)

V. Construction Site Monitoring and Reporting Plan (CSMRP)

A. Purpose

B. Visual Monitoring (Inspections)

C. Water Quality Sampling and Analysis

D. Watershed Monitoring Option

E. Quality Assurance and Quality Control

F. Reporting Requirements and Records Retention

G. Non-Compliance Reporting

H. Annual Report

I. Final Report

Appendices

A. SWPPP Amendment Log Form

B. BMP Standard Specifications

C. Dewatering and Diversion Specifications (if applicable)

D. ATS Plan (if applicable)

E. Visual Monitoring/BMP Inspection Forms and Checklist Templates

F. Rain Event Action Plan Template

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LAHONTAN REGION

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ORDER NO. R6T-2016-XXXX
NPDES NO. CAG616002

FACT SHEET FOR

GENERAL WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY IN THE LAKE TAHOE HYDROLOGIC UNIT, COUNTIES OF ALPINE, EL DORADO, AND PLACER

ATTACHMENT I - FACT SHEET

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Table 1. Comparison of Lake Tahoe and Statewide Construction General Permits
Table 2. Key Changes to Lake Tahoe Construction General Permit
Table 3. QSP/QSD Certification Criteria

I. PERMIT INFORMATION

A. Regulatory Background

In 1972, the Federal Water Pollution Control Act (also referred to as the Clean Water Act [CWA]) was amended to provide that the discharge of pollutants to waters of the United States from any point source is unlawful unless the discharge is in compliance with a National Pollutant Discharge Elimination System (NPDES) permit. The 1987 amendments to the CWA added section 402(p), which establishes a framework for regulating municipal and industrial storm water discharges under the NPDES Program. On November 16, 1990, the U.S. Environmental Protection Agency (USEPA) published final regulations that established storm water permit application requirements for specified categories of industries. The regulations provide that discharges of storm water to waters of the United States from construction projects that encompass five or more acres of soil disturbance are effectively prohibited unless the discharge is in compliance with an NPDES permit. Regulations (Phase II Rule) that became final on December 8, 1999, lowered the permitting threshold from five acres to one acre. Further, the NPDES permit must require implementation of Best Available Technology Economically Achievable (BAT) and Best Conventional Pollutant Control Technology (BCT) to reduce or eliminate pollutants in storm water runoff. The NPDES permit must also include additional requirements necessary to implement applicable water quality standards and general waste discharge requirements pursuant to the California Water Code (Water Code).

On April 14, 2011, the California Regional Water Quality Control Board, Lahontan Region (Lahontan Water Board) adopted Order No. R6T-2011-0019 as the most recent general NPDES Construction Activity Storm Water General Permit for the Discharge of Storm Water Associated with Construction and Land Disturbing Activities in the Lake Tahoe Hydrologic Unit. This General Permit, except for enforcement purposes, supersedes Order No. R6T-2011-0019 and authorizes discharges of storm water associated with construction activity for Dischargers that agree to comply with all requirements, provisions, limitations and prohibitions in the General Permit. This General Permit regulates discharges of pollutants in storm water associated with construction activity (storm water discharges) to waters of the United States from construction sites that disturb one or more acres of land surface, or that are part of a common plan of development or sale that disturb one or more acres of land surface.

Discharges of non-storm water may be necessary for the completion of certain construction projects. Such discharges include, but are not limited to, irrigation of vegetation erosion control measures, pipe flushing and testing, and construction dewatering. Such discharges are authorized by this General Permit as long as they (a) comply with the prohibitions established within the General Permit, (b) do not cause or contribute to a violation of any water quality standard, (c) do not

violate any other provision of this General Permit, and (d) do not require a non-storm water General Permit as issued by the Lahontan Water Board.

This General Permit does not preempt or supersede the authority of local storm water management agencies to prohibit, restrict, or control storm water discharges to municipal separate storm sewer systems (MS4s) or other watercourses within their jurisdiction. The terms and conditions of the Order No. R6T-2011-0019 have been automatically continued and remain in effect until the new waste discharge requirements (WDRs) and NPDES permit are adopted and become effective pursuant to this General Permit.

B. Need for Lake Tahoe Hydrologic Unit Permit

Although the California State Water Resources Control Board (State Water Board) regulates discharges of storm water from construction sites under a general permit applicable to the rest of the state, the Lahontan Water Board regulates construction-related storm water discharges in the Lake Tahoe Hydrologic Unit under a separate General Permit due to the sensitivity of the watershed and the characteristics of its high elevation climate. As such, some of the requirements of the Lake Tahoe permit differ from those for the rest of the state (see Table 1).

Lake Tahoe is listed as impaired for transparency (clarity) due to inputs of sediment, nitrogen, and phosphorus. A total maximum daily load (TMDL) was adopted by the Lahontan Water Board and received final approval from the USEPA in August 2011. The TMDL includes a pollutant load reduction program designed to achieve the transparency objectives set for Lake Tahoe in the Water Quality Control Plan for the Lahontan Region (Basin Plan). The TMDL has identified storm water runoff from the urbanized areas as the main contributor of fine sediment that is adversely impacting Lake Tahoe transparency. Therefore, the program is partly implemented by a municipal NPDES storm water permit issued to Placer County, El Dorado County, the City of South Lake Tahoe (Board Order R6T-2011-0101), and the California Department of Transportation (Water Quality Order 2012-0011-DWQ).

Construction activity in the Lake Tahoe Basin typically involves natural resource restoration, infill, and redevelopment projects. Most infill and redevelopment projects have a relatively small footprint. Development projects are tightly regulated by the Tahoe Regional Planning Agency compact and no new regional housing developments are allowed to be constructed. Construction activity has the potential to discharge sediment and other pollutants to surface waters, which impair Lake Tahoe transparency. A Lake Tahoe-specific construction general permit is needed to implement the requirements of the TMDL pollutant load reduction program and address the characteristics of the high elevation climate. This General Permit is a reissuance of the previous permit (Board Order No.

R6T-2011-0019) and includes the following area-specific requirements that help implement the TMDL program:

- Unless issued a variance, prohibits land disturbing activities from October 16 through April 30 the following year.
- Requires storm water discharges that enter surface waters to meet a numeric effluent limitation of 20 nephelometric turbidity units (NTUs).
- Requires post construction storm water controls to infiltrate the 20-year, 1-hour storm; meet numeric effluent limitations for sediment and nutrients contained in the Basin Plan; or meet applicable requirements set for El Dorado County, Placer County, the City of South Lake Tahoe, or the Department of Transportation to achieve pollutant load reductions established under the NPDES municipal storm water permit for these jurisdictions.

C. Permit Comparison

This General Permit differs in certain respects from the statewide permit established by the State Water Board to account for the sensitivity of the watershed, the high elevation climate, and the need to implement the Lake Tahoe TMDL. Differences between the statewide permit and this General Permit are summarized in Table 1. Compliance with the former Lake Tahoe permit has generally been good such that only minor changes have been made this General Permit. The most significant changes are those reflecting Basin Plan amendments for discharge prohibitions that were adopted and approved in 2014. Key changes from the previous permit are summarized in Table 2.

Most Dischargers have been able to prevent runoff from leaving the project limits through the use of basins and other collection structures that are hydraulically disconnected from surface waters. Other discharges have been in areas where the runoff did not reach surface waters (e.g., infiltrated into upland forested areas). Most of the projects for which runoff samples have been collected have been related to road retrofit projects and other storm water drainage system improvements. These projects typically include replacing or reconfiguring inadequate or deteriorated drainage features that, by their nature, are hydraulically connected to surface waters. Many times these erosion features are upstream from the project areas as storm water controls are installed in a phased manner. For these projects, discharge monitoring results are similar, and at times, better than storm water flow coming on to the sites. Sites that are consistently in compliance with the visual monitoring and Best Management Practices (BMPs) maintenance requirements tend to be in compliance with the numeric effluent limitations.

Based on this experience, requirements for discharge sampling during non-working days (e.g., weekends and holidays) have been eliminated while still maintaining off-day visual monitoring requirements to ensure proper

implementation of BMPs at all times. Sampling during non-working days was determined to be ineffective as it provided little benefit, and more importantly, diverted limited resources away from ensuring BMPs were properly functioning.

Experience under the previous permit identified an issue where some Qualified SWPPP Practitioners (QSPs) were working from a remote location without being present at the site to actively manage the SWPPP activities. Water Board inspections at these sites showed deficient implementation and maintenance of required BMPs. This General Permit includes new requirements to provide a written plan of how the QSP will coordinate SWPPP activities, including training and supervision of on-site personnel.

II. CONDITIONS FOR PERMIT COVERAGE AND NOTIFICATION REQUIREMENTS

A. Legally Responsible Person (LRP)

The application requirements of the General Permit establish a mechanism to clearly identify the responsible parties, locations, and scope of operations of Dischargers covered by the General Permit and to document the Discharger's knowledge of the General Permit's requirements. To obtain coverage, the legally responsible person (LRP) or the LRP's Approved Signatory must certify and file Permit Registration Documents (PRDs) prior to the commencement of construction activity. A detailed explanation of the LRP and Approved Signatory is provided in Attachment B (Glossary) of this General Permit

B. Permit Effective Date

This General Permit is effective January 1, 2017. This date was chosen because it is during the period when construction activity is dormant in the Lake Tahoe Basin. It allows Dischargers to terminate their existing projects if complete or time to re-enroll in the new permit before the start of the next construction season if the project is ongoing. All Dischargers requiring coverage under this General Permit on or after January 1, 2017, must file the required PRDs and filing fee, and prior to commencing land disturbing activities, must receive an approved notice of coverage from the State Water Board indicating the date that the permit coverage begins under the General Permit and the Waste Discharge Identification (WDID) number issued for the project (see section C. below).

Unless coverage is terminated sooner, Dischargers subject to Order No. R6T-2011-0019 will continue coverage until January 1, 2017, and must comply with Order No. R6T-2011-0019 until a notice of termination for the project is processed or January 1, 2017, whichever comes first. Dischargers covered under Order No. R6T-2011-0019 that plan to continue land disturbing construction activities and permit coverage beyond December 31, 2016, must file the required PRDs and applicable filing fee to re-register in accordance with this General Permit. After December 31, 2016, Order No R6T-2011-0019 is rescinded and all coverage under Order No. R6T-2011-0019 is terminated.

Dischargers failing to file PRDs or other information required to complete an application to renew coverage under this General Permit will lose permit coverage on January 1, 2017.

C. Registration Process

To obtain coverage, the LRP or Approved Signatory must file PRDs and receive notification from the State Water Board's Storm Water Multi-Application and Report Tracking System (SMARTS) that a WDID number has been issued for the project prior to the commencement of construction activity. Discharging pollutants in storm water to waters of the United States prior to obtaining coverage under this General Permit is a violation of the CWA and the Water Code. The LRP must electronically submit the PRDs, which include a Notice of Intent (NOI), Storm Water Pollution Prevention Plan (SWPPP), and other documents required by this General Permit, if applicable, and mail the appropriate filing fee to the State Water Board before starting construction activities. PRDs must be filed through SMARTS.

Upon receipt of the appropriate PRDs, Lahontan Water Board staff has up to 30 days to review the documents for completeness; although, applications are typically reviewed in one to two weeks. If determined to be incomplete, a notice will be provided to the applicant with the reasons why the determination was made. Upon approval, a WDID number will be generated from SMARTS and an email notification will be sent to the applicant.

D. General Permit Coverage

This General Permit serves as a general NPDES permit for discharges of storm water and authorized non-storm water to surface waters associated with construction activity that results in land disturbances equal to or greater than one acre in the Lake Tahoe Hydrologic Unit, and other discharges, as follows.

1. Activities covered under this General Permit include:

a. Any construction or demolition activity, including, but not limited to clearing, grading, grubbing, or excavation, or any other activity that results in land disturbance of equal to or greater than one acre.

b. Construction activity that results in land surface disturbances of less than one acre if the construction activity is part of a larger common plan of development or sale that disturbs one or more acres.

c. Construction activity that results in land disturbance of one or more acres related to residential, commercial, or industrial development on lands currently used for agriculture including, but not limited to, the construction of buildings related to agriculture that are considered industrial pursuant to USEPA regulations, such as dairy barns or food processing facilities.

d. Construction activity that results in land disturbance of one or more acres associated with linear underground/overhead utility projects including, but not limited to, those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities) and include, but not limited to, underground utility mark-out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and pole/tower pad and cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

e. Storm water and authorized non-storm water discharges from construction activities that results in land disturbance of one or more acres associated with oil and gas exploration, production, processing, or treatment operations or transmission facilities.

2. Activities specifically not covered under this General Permit include:

a. Disturbance to land of municipal facilities under an approved Storm Water Management Program for routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility.

b. Disturbances to land surfaces solely related to agricultural operations such as disking, harrowing, terracing and leveling, and soil preparation.

c. Discharges of storm water from areas on tribal lands; construction on tribal lands is regulated by a federal permit.

d. Construction activity that disturbs less than one acre of land surface, and that is not part of a larger common plan of development or the sale of one or more acres of disturbed land surface.

e. Construction activity covered by an individual NPDES permit for storm water discharges.

f. Discharges of storm water identified in section 402(I)(2) of the CWA, 33 USC section 1342(I)(2).

E. Permit Termination Requirements

To terminate coverage, Dischargers must file a Notice of Termination (NOT) request, and site photographs through SMARTS when construction is complete and final stabilization has been reached or when ownership has been transferred. The Discharger must demonstrate that the site is stabilized and does not pose any additional sediment discharge risk than the pre-construction conditions. This may be accomplished using the Revised Universal Soil Loss

Equation (RUSLE) or RUSLE2 or other custom methods that account for the physical characteristics (soil and cover conditions) of the site. A final report describing the RUSLE modeling or custom method results and site photographs must be uploaded to SMARTS along with the NOT request. The custom method may be satisfied by providing a final report that includes a narrative of how the site was stabilized, site photographs, and a maintenance plan, if applicable, for ensuring the site remains stable after construction. The maintenance plan may include, but is not limited to, a separate ongoing maintenance contract or assignment to a maintenance division of a municipality.

Dischargers must certify that all state and local requirements have been met in accordance with this General Permit and demonstrate compliance with the stabilization and post-construction standards set forth in this General Permit. Dischargers are responsible for all compliance issues including all annual fees until the NOT has been filed and approved by the Lahontan Water Board.

Upon approval, a written termination notice will be transmitted to the Discharger. If revocation of coverage under the General Permit is denied, Lahontan Water Board staff shall describe the reasons for denial in a written notification.

III. DISCHARGE PROHIBITIONS

This General Permit implements the waste discharge prohibitions contained in the Basin Plan. Unless granted an exemption in accordance with the Basin Plan, all discharges to surface waters other than storm water and authorized non-storm water are prohibited. The Lahontan Water Board recognizes that certain non-storm water discharges may be necessary for the completion of construction projects. Authorized non-storm water discharges may include the exempted low threat discharges listed in Table 4.1-1 of Attachment F. Prior the discharging dewatering waste, the Discharger must provide a plan that ensures the activity will meet the conditions of a low threat discharge.

Other exemptions to the discharge prohibitions included in the Basin Plan may be granted if the project meets the criteria specified in Attachment F of this General Permit (such as exemptions for 100-year floodplains and stream environment zones). Exemptions to these waste discharge prohibitions must be granted in writing.

Non-storm water discharges may include a wide variety of sources, including improper dumping, spills, or leakage from storage tanks or transfer areas. Non-storm water discharges may contribute significant pollutant loads to receiving waters. Measures to control spills, leakage, and dumping, and to prevent illicit connections during construction must be addressed through structural and non-structural BMPs.

IV. EFFLUENT LIMITATIONS

The CWA requires point source Dischargers to control the amount of conventional, non-conventional, and toxic pollutants that are discharged into the waters of the United States. The control of pollutants discharged is established through effluent limitations and other requirements in NPDES permits. There are two principal bases for effluent limitations in the Code of Federal Regulations: 40 CFR 122.44(a) requires that permits include applicable technology-based limitations and standards; and 40 CFR 122.44(d) requires that permits include water quality-based effluent limitations (WQBELs) to attain and maintain applicable numeric and narrative water quality criteria to protect the beneficial uses of the receiving water.

Section 301(b) of the CWA and implementing USEPA permit regulations at 40 CFR section 122.44 require that industrial non-municipal discharges that contain non-conventional and/or toxic pollutants regulated under the NPDES permit program comply with technology-based effluent limits. Both technology-based and WQBELs must be considered, and more stringent WQBELs must be developed if the technology-based effluent limits are not sufficient to meet water quality objectives. WQBELs for discharges authorized by this General Permit were developed to ensure protection of the beneficial uses of receiving waters in the Basin Plan.

A. Technology-Based Effluent Limitations

The CWA requires technology-based effluent limitations to be established based on several levels of controls:

- Best practicable treatment control technology (BPT) represents the average of the best performance by plants within an industrial category or subcategory. BPT standards apply to toxic, conventional, and non-conventional pollutants.

- Best available technology economically achievable (BAT) represents the best existing performance of treatment technologies that are economically achievable within an industrial point source category. BAT standards apply to toxic and non-conventional pollutants.

- Best conventional pollutant control technology (BCT) represents the control from existing industrial point sources of conventional pollutants including BOD, TSS, fecal coliform, pH, and oil and grease. The BCT standard is established after considering the “cost reasonableness” of the relationship between the cost of attaining a reduction in effluent discharge and the benefits that would result, and also the cost effectiveness of additional industrial treatment beyond BPT.

- New source performance standards (NSPS) represent the best available demonstrated control technology standards. The intent of NSPS

guidelines is to set limitations that represent state-of-the-art treatment technology for new sources.

The CWA requires USEPA to develop effluent limitations, guidelines and standards (ELGs) representing application of BPT, BAT, BCT, and NSPS. Section 402(a)(1) of the CWA and section 125.3 of the Code of Federal Regulations authorize the use of best professional judgment (BPJ) to derive technology-based effluent limitations on a case-by-case basis where ELGs are not available for certain industrial categories and/or pollutants of concern. Where BPJ is used, the permit writer must consider specific factors outlined in section 125.3.

The USEPA published final rules with revised regulations establishing CWA technology-based effluent limitations guidelines (ELGs) and New Source Performance Standards (NSPS) for the Construction and Development (C&D) point source category; the final C&D rule became effective on May 4, 2015. 40 CFR part 450 establishes technology-based effluent limitations based on best practicable technology (BPT), best available technology (BAT), best conventional pollutant control technology (BCT), and NSPS reflecting the best available demonstrated control technology. For each of BPT, BAT, BCT, and NSPS, the ELGs establish requirements for erosion and sediment controls, soil stabilization, dewatering activities, pollution prevention measures, prohibited discharges, and outlet requirements. Additionally, a BAT numeric effluent limitation for turbidity of 280 NTUs (as a daily maximum value) was set for sites that disturb 10 acres or more of land at one time, unless storm water discharges occur as a result of a storm event in that at same day that is larger than the local 2-year, 24-hour storm.

Table 5.6-1 of the Basin Plan establishes numeric effluent limitations for discharges of storm water to surface waters and municipal separate storm sewer systems, or MS4s, which are termed “collection” systems in the Basin Plan. The numeric effluent limitations contained in Table 5.6-1 are more stringent than are established in the federal ELGs. Thus, numeric effluent limitations based on Table 5.6-1 of the Basin Plan were set in Order No. R6T-2011-0019 and are continued in this General Permit as summarized below:

Numeric Effluent Limitations

Parameter	Units	Maximum Daily Effluent Limitations For Discharge To Surface Waters
Total Nitrogen (as N)	mg/L	0.5
Total Phosphorus (as P)	mg/L	0.1
Total Iron	mg/L	0.5
Turbidity	NTU	20
Grease and Oil	mg/L	2

Additionally, numeric benchmark levels for pH have been established because construction activities often involve materials, such as concrete, grout, and etching acids, which can affect the pH of runoff. The benchmark action level applies to pH levels not within the range between 6.0 and 9.0. Based on previous data collected and other anecdotal evidence, the Lahontan Water Board recognizes that pH levels in storm water runoff may fluctuate naturally depending on site characteristics. Therefore, Dischargers are required to sample for pH when site conditions have the potential to affect pH. If the results do not meet the benchmark range levels, Dischargers are required to investigate the cause of the pH excursion and implement corrective actions as needed. This action level is expected to protect receiving waters from changes in pH by more than 0.5, which is the receiving water objective for pH in the Lake Tahoe Hydrologic Unit.

1. Compliance Storm Event

This General Permit contains "compliance storm event" exceptions from the technology-based turbidity NEL similar to the Statewide Construction General Permit, Order No. 2009-0009-DWQ. The rationale is that technology-based requirements are developed assuming a certain design storm (defined as the storm producing a rainfall amount for a specified BMPs capacity). Compliance thresholds are needed for storm events above and beyond the design storms assumed to determine the technology-based NELs. This General Permit establishes a compliance storm event as the equivalent rainfall in a 20-year, 1-hour storm, which is 1 inch of rainfall in a 1-hour period. This compliance storm event was chosen because it is consistent with the Basin Plan and other policies for pre- and post-construction BMP requirements.

2. Best Management Practices (BMPs)

Construction activity may result in the discharge of pollutants to receiving waters through storm water runoff and additional dry weather flows. These discharges can be minimized through use of BMPs and other pollution prevention measures that reduce dry weather discharges, reduce erosion, retain sediment, and minimize contact of materials with storm water. Consistent with 40 CFR 122.44(k)(4), Order No. R6T-2011-0019 established BMPs and the requirement to develop and implement a SWPPP. This General Permit carries over the requirements to implement BMPs and a SWPPP.

This General Permit also establishes requirements for a Rain Event Action Plan (REAP) to protect all exposed portions of sites with active construction activities within 24 hours prior to any likely precipitation event. The trigger for preparing a REAP is set as a 30 percent chance of 0.1 inch or more of precipitation based on the NOAA weather forecast table interface. The weather table interface may be found under the links for "Additional Forecasts and Information" for each local area forecast. The objective of the REAP

requirement is to ensure that BMPs are properly planned, evaluated, and implemented prior to significant rain events, particularly in context of potential summer thunderstorm activity in this high elevation watershed. REAP requirements do not apply to sites where land-disturbing construction activity is suspended during the period October 16 to April 30 of the following year, under the requirement that sites must be fully winterized in accordance with the General Permit.

B. Water Quality-Based Effluent Limitations (WQBELs)

Section 301(b) of the CWA and section 122.44(d) require that permits include limitations more stringent than applicable federal technology-based requirements where necessary to achieve applicable water quality standards.

Section 122.44(d)(1)(i) mandates that permits include effluent limitations for all pollutants that are or may be discharged at levels that have the reasonable potential to cause or contribute to an exceedance of a water quality standard, including numeric and narrative objectives within a standard. Where reasonable potential has been established for a pollutant, but there is no numeric criterion or objective for the pollutant, WQBELs must be established using: (1) USEPA criteria guidance under CWA section 304(a), supplemented where necessary by other relevant information; (2) an indicator parameter for the pollutant of concern; or (3) a calculated numeric water quality criterion, such as a proposed state criterion or policy interpreting the state's narrative criterion, supplemented with other relevant information, as provided in section 122.44(d)(1)(vi).

The process for determining reasonable potential and calculating WQBELs when necessary is intended to protect the designated uses of the receiving water as specified in the Basin Plan, and achieve applicable water quality objectives and criteria that are contained in other state plans and policies.

1. Applicable Beneficial Uses and Water Quality Criteria and Objectives

Beneficial uses of surface waters within the Lake Tahoe Hydrologic Unit include MUN, AGR, GWR, FRSH, REC-1, REC-2, COLD, SPWN, COMM, WILD, WQE, FLD, NAV, BIOL, RARE, and MIGR.

The Basin Plan includes both narrative and numeric water quality objectives applicable to receiving waters in the Lake Tahoe Hydrologic Unit. In addition, priority pollutant water quality criteria in the California Toxic Rule (CTR) are applicable to receiving waters in the Lake Tahoe Hydrologic Unit.

2. Determining the Need for WQBELs

Typical pollutants expected in discharges of storm water runoff from construction activities include nutrients, sediments, and petroleum products. As discussed above, Chapter 5.6 of the Basin Plan establishes effluent

limitations to be implemented in storm water permits for total nitrogen, total phosphate (as total phosphorus), total iron, turbidity, and grease and oil. These parameters serve as indicator parameters to ensure water quality standards for biostimulatory substances, clarity, oil and grease, sediment, settleable materials, suspended materials, suspended sediment, transparency, and turbidity are not exceeded in the receiving water. Order No. R6T-2011-0019 established effluent limitations for total nitrogen, total phosphate (as total phosphorus), total iron, turbidity, and grease and oil based on the requirements of Chapter 5.6 of the Basin Plan. These effluent limitations have been carried over and serve as both water quality-based effluent limitations as well as technology-based effluent limitations.

Table 5.1-3 (summarized in Attachment G) of the Basin Plan establishes water quality objectives for total nitrogen, total phosphorus, and total iron for some water bodies that may be more stringent than the effluent limitations established in Section 5.6 of the Basin Plan. In addition, Table 5.1-3 establishes effluent limitations for boron, chloride, sulfate, and total dissolved solids that are applicable to certain water bodies in the Lake Tahoe Hydrologic Unit. Order No. R6T-2011-0019 established the water quality objectives in Table 5.1-3 as receiving water limitations. The Lahontan Water Board found that the effluent limitations established in Section 5.6 of the Basin Plan, and receiving water limitations based on the water quality objectives established on Table 5.1-3 of the Basin Plan were protective of water quality. As such, this General Permit carries over these receiving water limitations.

Due to the presence of portable sanitation devices (porta-potties), the synergistic effects of unknown pollutants in storm water runoff, and the potential presence of toxic materials at construction sites, both bacteria and toxicity are pollutants of concern. Consistent with the water quality standards established in Section 5.1 of the Basin Plan for toxicity and coliform, Order No. R6T-2011-0019 established the narrative effluent limitation:

"All surface flows generated within the project area, or as a results of the development of the project, which are discharged to surface waters or municipal storm water collection systems shall not contain the following:

i. Substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, or animal life; and

ii. Coliform organisms attributable to human wastes."

The narrative effluent limitation for toxicity and coliform organisms has been carried over.

Section 5.6 of the Basin Plan requires storm water permits issued by the Lahontan Water Board to take into consideration the quality of run-on from offsite areas. Order No. R6T-2011-0019 required that, if pollutant concentrations of waters entering the project area exceed the numerical limitations specified above, there shall be no increase in the constituent concentrations in the waters that are discharged from the project area. Consistent with section 5.6 of the Basin Plan, this requirement has been carried over.

C. Satisfaction of Anti-Backsliding Requirements

Sections 402(0)(2) and 303(d)(4) of the CWA and federal regulations at 40 CFR 122.44(1) prohibit backsliding in NPDES permits. These anti-backsliding provisions require that effluent limitations in a reissued permit must be as stringent as those in the previous permit, with some exceptions in which limitations may be relaxed. The effluent limitations in this General Permit are at least as stringent as the effluent limitations in Order No. R6T-2011-0019.

D. Satisfaction of Antidegradation Policy

40 CFR section 131.12 requires that the state water quality standards include an antidegradation policy consistent with the federal policy. The State Water Board established California's antidegradation policy in State Water Board Resolution No. 68-16. Resolution No. 68-16 incorporates the federal antidegradation policy where, the federal policy applies under federal law. Resolution No. 68-16 requires that existing water quality be maintained unless degradation is justified based on specific findings. The Lahontan Water Board's Basin Plan implements, and incorporates by reference, both the state and federal antidegradation policies.

This General Permit is no less stringent than Order No. R6T-2011-0019 and does not extend the coverage of the General Permit beyond the types of Dischargers previously authorized to discharge under Order No. R6T-2011-0019. The Lahontan Water Board has considered antidegradation pursuant to 40 CFR 131.12 and State Water Board Resolution No. 68-16 and finds that the subject discharges are consistent with the provisions of these policies. An antidegradation analysis is not necessary for this General Permit. Discharges not consistent with the provisions of these policies and regulations are not eligible for coverage by this General Permit.

E. Stringency of Requirements for Individual Pollutants

This General Permit contains both technology-based effluent limitations and WQBELs for individual pollutants. The technology-based effluent limitations consist of restrictions on total nitrogen, total phosphorus, total iron, turbidity, and grease and oil. This General Permit’s technology-based pollutant restrictions implement the minimum, applicable federal technology-based requirements.

1. All surface flows generated within the project site that discharge to surface waters or municipal storm sewer collection systems shall not contain constituents in excess of the following concentrations:

Effluent Limitations

Parameter	Units	Maximum Daily Effluent Limitations for Discharge to Surface Waters
Total Nitrogen (as N)	mg/L	0.5
Total Phosphorus (as P)	mg/L	0.1
Total Iron	mg/L	0.5
Turbidity	NTU	20*
Grease and Oil	mg/L	2

Note* - For ATS: 10 NTU for daily flow-weighted average and 20 NTU for any single sample.

2. If constituent concentrations of waters entering the project area exceed the numerical limitations specified above, there shall be no increase in the constituent concentrations in the waters that are discharged from the project area.

3. All surface flows generated within the project area, or as a result of the development of the project that are discharged to surface waters or municipal storm water collection systems shall not contain the following:

   a. Substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, or animal life; and

   b. Coliform organisms attributable to human wastes.

V. RECEIVING WATER LIMITATIONS

The Basin Plan contains numeric and narrative water quality objectives applicable to all surface waters within the Lahontan Region as well as site-specific objectives for certain waters within the Lake Tahoe Hydrologic Unit. The Basin Plan also includes an objective to maintain the high quality waters pursuant to federal regulations (40 CFR 131.12) and State Water Board Resolution No. 68-16 (Anti-Degradation Policy). Surface water limitations in this General Permit are included to ensure protection of background water quality and beneficial uses of the receiving water.

VI. TRAINING QUALIFICATIONS AND CERTIFICATION

USEPA suggests that qualified personnel prepare SWPPPs and points to numerous states that require certified professionals to be on construction sites at all times. States that currently have certification programs are California, Washington, Georgia, Florida, Delaware, Maryland, and New Jersey.

This General Permit requires that all SWPPPs be written, amended, and certified by a Qualified SWPPP Developer (QSD) and that a Qualified SWPPP Practitioner (QSP) is responsible for implementing the SWPPP. A QSD and/or QSP must possess one of the certifications and or registrations specified in this General Permit. Table 3 provides an overview of the criteria used in determining qualified certification titles for a QSD and QSP.

VII. BEST MANAGEMENT PRACTICES

Consistent with 40 CFR 122.44(k)(4), Dischargers are required to implement specific BMPs to control or abate the discharge of pollutants that are likely to be present in storm water runoff from construction sites. In addition, 40 CFR 122.45 establishes BMP requirements for erosion and sediment controls, soil stabilization, dewatering, pollution prevention measures, prohibited discharges, and surface outlets as BPT and BCT. This General Permit establishes minimum BMPs to be implemented by Dischargers, based on Order No. R6T-2011-0019, the Statewide Construction General Permit, and the requirements of 40 CFR 122.45.

A. Site Management

Proper handling and managing of construction materials and controlling the limits of land disturbing activities can help minimize threats to water quality. Dischargers must consider appropriate site management measures for construction materials and other potential pollutant sources, waste management, vehicle storage and maintenance, landscape materials, vehicle access routes, and construction limits.

B. Sediment and Erosion Control

Sediment control BMPs should be used in combination with erosion controls as a means of preventing storm water contamination. Dischargers are required to consider perimeter control measures such as installing silt fences or placing straw wattles below slopes, installing drain inlet protection, installing temporary check dams in flow lines, and constructing sediment basins to capture and treat runoff.

The best way to minimize the risk of creating pollution problems during construction is to prevent erosion at the source. Dischargers are required to implement effective erosion control measures in combination with appropriate sediment control measures such as preserving existing vegetation where feasible, limiting disturbance, and stabilizing and re-vegetating disturbed areas as soon as possible after grading or construction activities. Particular attention must be paid to large, mass-graded sites where the potential for soil exposure to the erosive effects of rainfall and wind is great and where there is potential for significant sediment discharge from the site to surface waters. Until permanent vegetation is established, temporary soil stabilization is the most cost-effective

and expeditious method to protect soil particles from detachment and transport by rainfall. Dischargers are required to consider measures such as covering disturbed areas with mulch, applying temporary seeding, and using soil stabilizers, binders, or blankets. These erosion control measures are only examples of what should be considered and should not preclude new or innovative approaches currently available or being developed.

Inappropriate management of run-on and runoff can increase erosion and result in excessive physical impacts to receiving waters from sediment and increased flows. Dischargers are required to manage all run-on and runoff from a project site. Examples include installing berms, gravel bags, or other temporary run-on and runoff diversions, and providing outlet protection at discharge points.

C. Non-Storm Water Management

Non-storm water discharges directly connected to receiving waters or the storm drain system have the potential to negatively impact water quality and are prohibited unless a prohibition exemption is granted in writing. Dischargers must implement measures to control all non-storm water discharges to land during construction that are conditionally allowed under the terms of this General Permit. Examples include; properly washing vehicles in contained areas, controlling water applications when cleaning streets, and minimizing irrigation runoff. Control measures must be described in the SWPPP.

D. Dewatering

The discharge of dewatering waste to surface waters is allowed only when alternative options have been considered and deemed infeasible. When dewatering waste must be discharged to surface waters, a site-specific dewatering plan shall be prepared and accepted by Lahontan Water Board staff before the discharge may commence. The plan shall be incorporated into the project SWPPP and provided with the NOI whenever possible. The General Permit is intended to cover situations where dewatering waste may be diverted from drainages or sumps onto a portion of the project site for conveyance, treatment, retention, and/or disposal. For work or discharges in certain areas such as SEZs, a Basin Plan prohibition exemption may be required.

E. Inspection, Maintenance, and Repair

All management measures must be periodically inspected, maintained and repaired to ensure that receiving water quality is protected. Frequent inspections coupled with thorough documentation and timely repair are required by the General Permit.

F. Rain Event Action Plan

A Rain Event Action Plan (REAP) is a written document, specific for each rain event, that when implemented, protects all exposed portions of the site. The REAP requirement is designed to ensure that Dischargers have adequate materials, staff, and time to implement erosion and sediment control measures before the storm event occurs. A REAP shall be developed at least 24 hours before the day a forecast of 30 percent or greater probability of 0.1 inch or more of precipitation is predicted in the project area. This requirement differs from the requirements established in the Statewide Construction General Permit due to the nature of summer thunderstorms that typically occur in the Lake Tahoe Basin.

Dischargers shall consult the National Oceanic and Atmospheric Administration (NOAA) website to determine the probability of predicted rain events in the project area. The website link is: http://www.srh.noaa.gov/forecast. Dischargers should be prepared to respond rapidly during periods when thunderstorm activity is predicted and monitor weather conditions for impending thunderstorms that may be localized in the project area.

G. Active Treatment System (ATS[1]) Requirements

Requirements in this General Permit for the use of an ATS is identical to the requirements established in the Statewide Construction General Permit. There are instances on construction sites where traditional erosion and sediment controls do not effectively control accelerated erosion. Under such circumstances, or under circumstances where storm water discharges leaving the site may cause or contribute to an exceedance of a water quality standard, the use of an ATS may be necessary. Additionally, it may be appropriate to use an ATS when site constraints inhibit the ability to construct a correctly sized sediment basin, when clay and/or highly erosive soils are present, or when the site has very steep or long slope lengths.[2]

The ATS requirements set forth in this General Permit are based on those in place for small wastewater treatment systems, ATS regulations from the Central Valley Regional Water Quality Control Board (September 2005 memorandum "2005/2006 Rainy Season – Monitoring Requirements for Storm Water Treatment Systems that Utilize Chemical Additives to Enhance Sedimentation"), the Construction Storm Water Program at the State of Washington's Department of Ecology, as well as recent advances in technology and knowledge of coagulant performance and aquatic safety. The effective design of an ATS

[1] An ATS is a treatment system that employs chemical coagulation, chemical flocculation, or electrocoagulation in order to reduce turbidity caused by fine suspended sediment

[2] Pitt, R., S. Clark, and D. Lake. 2006. Construction Site Erosion and Sediment Controls: Planning, Design, and Performance. DEStech Publications. Lancaster, PA. 370pp.

requires a detailed survey and analysis of site conditions. With proper planning, ATS performance can provide exceptional water quality discharge and prevent significant impacts to surface water quality, even under extreme environmental conditions.

These systems can be very effective in reducing the sediment in storm water runoff, but the systems that use additives/polymers to enhance sedimentation also pose a potential risk to water quality (e.g., operational failure, equipment failure, additive/polymer release, etc.). The State and Lahontan Water Boards are concerned about the potential acute and chronic impacts that the polymers and other chemical additives may have on fish and aquatic organisms if released in sufficient quantities or concentrations. In addition to anecdotal evidence of polymer releases causing aquatic toxicity in California, the literature supports this concern.[3] For example, cationic polymers have been shown to bind with the negatively charged gills of fish, resulting in mechanical suffocation.[4] Due to the potential toxicity impacts, which may be caused by the release of additives/polymers into receiving waters, this General Permit establishes residual polymer monitoring and toxicity testing requirements for discharges from construction sites that utilize an ATS.

The primary treatment process in an ATS is coagulation/flocculation. ATSs operate on the principle that the added coagulant is bound to suspended sediment, forming floc, which is gravitationally settled in tanks or a basin, or removed by sand filters. A typical installation utilizes an injection pump upstream from the clarifier tank, basin, or sand filters, which is electronically metered to both flow rate and suspended solids level of the influent, assuring a constant dose. The coagulant mixes and reacts with the influent, forming a dense floc. The floc may be removed by gravitational setting in a clarifier tank or basin, or by filtration. Water from the clarifier tank, basin, or sand filters may be routed through cartridge(s) and/or bag filters for final polishing. Vendor-specific systems use various methods of dose control, sediment/floc removal, filtration, etc., that are detailed in project-specific documentation. The particular coagulant/flocculant to be used for a given project is determined based on the water chemistry of the site because the coagulants are specific in their reactions with various types of sediments. Appropriate selection of dosage must be carefully matched to the characteristics of each site.

ATSs are operated in two differing modes, either Batch or Flow-Through. Batch treatment can be defined as Pump-Treat-Hold-Test-Release. In Batch treatment, water is held in a basin or tank, and is not discharged until treatment is complete.

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[3] RomØen, K., B. Thu, and Ø. Evensen. 2002. Immersion delivery of plasmid DNA II. A study of the potentials of a chitosan based delivery system in rainbow trout (*Oncorhynchus mykiss*) fry. *Journal of Controlled Release* **85**: 215-225.

[4] Bullock, G., V. Blazer, S. Tsukuda, and S. Summerfelt. 2000. Toxicity of acidified chitosan for cultured rainbow trout (*Oncorhynchus mykiss*). *Aquaculture* **185**:273-280.

Batch treatment involves holding or recirculating the treated water in a holding basin or tank(s) until treatment is complete or the basin or storage tank(s) is full. In Flow-Through treatment, water is pumped into the ATS directly from the runoff collection system or storm water holding pond, where it is treated and filtered as it flows through the system, and is then directly discharged. "Flow-Through Treatment" is also referred to as Continuous treatment."

1. Effluent Standards

This General Permit establishes NELs for discharges from construction sites that utilize an ATS. These systems lend themselves to NELs for turbidity and pH because of their known reliable treatment. Advanced systems have been in use in some form since the mid-1990s. ATSs are considered reliable, can consistently produce a discharge of less than 10 NTU, and have been used successfully at many sites in several states since 1995 to reduce turbidity to very low levels.[5]

This General Permit contains "compliance storm event" exceptions from the technology-based NELs for ATS discharges. The rationale is that technology-based requirements are developed assuming a certain design storm. For consistency with the compliance storm event for BMP performance in this General Permit, the compliance storm event for ATS use is 1 inch of rain in a 1-hour period (20-year, 1-hour storm).

2. Training

Operator training is critical to the safe and efficient operation and maintenance of the ATS, and to ensure that all State Water Board monitoring and sampling requirements are met. The General Permit requires that all ATS operators have training specific to using ATS liquid coagulants.

H. Post-Construction Standards

Post-construction standards in this General Permit are focused on reducing fine sediment and nutrient loading to Lake Tahoe and are consistent with requirements developed under the Lake Tahoe Total Maximum Daily Load (TMDL) program. For municipal and public roadway storm water treatment facilities, each municipal jurisdiction and state highway departments must meet the requirements set forth in its respective municipal NPDES storm water permit.

For new development, re-development, and existing development BMP retrofit projects, Dischargers shall consider opportunities to infiltrate stormwater runoff from impervious surfaces. At a minimum, permanent stormwater infiltration

[5] Currier, B., G. Minton, R. Pitt, L. Roesner, K. Schiff, M. Stenstrom, E. Strassler, and E. Strecker. 2006. The Feasibility of Numeric Effluent Limits Applicable to Discharges of Storm Water Associated with Municipal, Industrial and Construction Activities.

facilities must be designed and constructed to infiltrate runoff generated by the 20 year, 1-hour storm, which equates to approximately one inch of runoff over all impervious surfaces during a 1-hour period; or must meet the requirements of applicable municipal storm water permits; or must meet the alternative requirements described below. Where conditions permit, project proponents should consider designing infiltration facilities to accommodate runoff volumes in excess of the 20 year, 1-hour storm to provide additional stormwater treatment.

Infiltrating runoff volumes generated by the 20-year, 1-hour storm may not be possible in some locations due to shallow depth to seasonal groundwater levels, unfavorable soil conditions, or other site constraints such as existing infrastructure or rock outcroppings. In the event that site conditions do not provide opportunities to infiltrate the runoff volume generated by a 20 year, 1-hour storm, project proponents must either (1) provide information showing how treatment facilities are expected to meet the numeric effluent limits in the Basin Plan, or (2) document written acceptance by the local municipality or state highway department that shared stormwater treatment facilities treating private property discharges and public right-of-way stormwater are sufficient to meet the municipality's average annual fine sediment and nutrient load reduction requirements.

Runoff from parking lots, retail and commercial fueling stations, and other similar land uses may contain oil, grease, and other hydrocarbon pollutants. Project proponents designing treatment facilities for these areas must include pre-treatment devices to remove hydrocarbon pollutants prior to infiltration or discharge and contingency plans to prevent spills from polluting groundwater.

VIII. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

This General Permit establishes requirements for the development and implementation of a SWPPP to identify the sources of sediment and other pollutants that affect the quality of storm water discharges; and to describe and ensure the implementation of BMPs to minimize or eliminate sediment and other pollutants in storm water and non-storm water discharges. The conditions of SWPPP are based on previous requirements in Order No. R6T-2011-0019 and the Statewide Construction General Permit.

This General Permit provides more detailed requirements for the content and organization of SWPPPs to be developed. A suggested checklist for the SWPPP is also presented in Attachment H.

IX. MONITORING AND REPORTING PROGRAM REQUIREMENTS

Section 122.48 requires that all NPDES permits specify requirements for recording and reporting monitoring results. Water Code sections 13267 and 13383 authorize the Lahontan Water Board to require technical and monitoring reports. The Construction Site Monitoring and Reporting Program (CSMRP),

Attachment C of this General Permit, establishes monitoring and reporting requirements to implement federal and state requirements. The following provides the rationale for the monitoring and reporting requirements contained in the CSMRP for this facility.

A. Visual Inspections

To ensure the proper implementation of BMPs and the SWPPP, and record site conditions for use in compliance determination, visual inspections of the site are required each work day during active construction periods, and at least once a month during long periods of inactivity such as the winter shut-down period. Visual inspection are also required pre-, post-, and during precipitation events. Results of inspections must be documented and maintained with the project SWPPP.

B. Storm Water Discharge Monitoring

Pursuant to the requirements of 40 CFR 122.44(i)(2), effluent monitoring is required for all constituents with effluent limitations. Effluent monitoring is necessary to assess compliance with effluent limitations and to assess the impacts of the discharge on the receiving water. Sampling shall be conducted at all identified discharge points in accordance with the requirements of the CSMRP. The CSMRP requires daily sampling and analysis of storm water discharge events for turbidity using calibrated portable field meters to evaluate potential impacts from land-disturbing activities.

This General Permit also requires that all Dischargers develop a sampling and analysis strategy for monitoring pollutants that are not visually detectable in storm water. The sampling strategy shall be developed based on the potential pollutants to be present considering the construction materials, soil amendments, soil treatments, and historic contamination at the site. Monitoring for non-visible pollutants is required at any construction site when the exposure of construction materials occurs and where a discharge can cause or contribute to an exceedance of a water quality objective. Examples of non-visible pollutants include glyphosate (herbicides), diazinon and chlorpyrifos (pesticides), nutrients (fertilizers), and molybdenum (lubricants). The use of diazinon and chlorpyrifos is a common practice among landscaping professionals and may trigger sampling and analysis requirements if these materials come into contact with storm water. High pH values from cement and gypsum, high pH and suspended sediment concentrations from wash waters, and chemical/fecal contamination from portable toilets are also potential pollutants from construction projects.

The pH of effluent should be between 6.0 and 9.0 to ensure protection of water quality objectives set for receiving waters. This pH range is set as a numeric benchmark level that requires Dischargers to investigate the cause of any excursion outside of the 6.0-9.0 pH range. The Lahontan Water Board recognizes that, in some cases, pH levels in storm water runoff may occur at

levels outside of the range due to natural conditions. In these cases, Dischargers must provide data to demonstrate that an excursion is due to natural conditions.

The most effective way to avoid the sampling and analysis requirements, and to ensure permit compliance, is to avoid the exposure of construction materials to precipitation and storm water runoff by implementing appropriate BMPs. However, preventing or eliminating the exposure of pollutants at construction sites is not always possible. Some materials, such as soil amendments, are designed to be used in a manner that will result in exposure to storm water. In these cases, it is important to make sure that these materials are applied according to the manufacturer's instructions and at a time when they are unlikely to be washed away.

Other construction materials can be exposed when storage, waste disposal or the application of the material is done in a manner not protective of water quality. For these situations, sampling is required unless there is capture and containment of all storm water that has been exposed. In cases where construction materials may be exposed to storm water, but the storm water is contained and is not allowed to run off the site, sampling will only be required when inspections show that the containment failed or is breached, resulting in potential exposure or discharge to receiving waters.

C. Receiving Water Monitoring

1. Surface Water

The storm water discharge sampling requirements and NELs in this General Permit are sufficiently stringent such that surface water (also called receiving water) monitoring is not necessary in most situations. The storm water monitoring requirements specified above provide the most direct opportunity for Dischargers to assess site conditions and take corrective actions as necessary. The stringency of the NELs also provides a sufficient enforcement mechanism to ensure that water quality is protected. Additionally, most storm water discharges are commingled with effluent from a variety of sources before discharging to surface waters. These conditions complicate analysis of the results and make it difficult to determine the cause of any potential effects on surface water quality. Therefore, this General Permit requires surface water sampling only in certain cases when stormwater discharge sampling is infeasible and there is a direct discharge to surface waters from overland flow, or during upsets that discharge to surface waters. These conditions are most often encountered on stream restoration projects where grading activities are located immediately adjacent to the surface water. In these cases, Dischargers are required to collect surface water samples up and downstream of the project site.

2. Bioassessments

This General Permit requires a bioassessment of receiving waters for Dischargers with construction projects equal to or larger than 30 acres with direct discharges into wadeable streams. Benthic macroinvertebrate samples shall be taken upstream and downstream of the site's discharge points in the receiving water. Bioassessments measure the quality of the stream by analyzing the aquatic life present. Higher levels of appropriate aquatic species tend to indicate a healthy stream; whereas low levels of organisms can indicate stream degradation.

Active construction sites have the potential to discharge large amounts of sediment and pollutants into receiving waters. Requiring a bioassessment for large project sites, with the most potential to impact water quality, provides data regarding the health of the receiving water prior to the initiation of construction activities. Pre- and post-construction data can be used to compare the effects of the construction activity on the receiving water.

Specific requirements of bioassessments are established in Attachment C-1 and have been developed to be consistent with the requirements of the Statewide Construction General Permit. Each ecoregion (biologically and geographically related area) in the state has a specific yearly peak time where stream biota is in a stable and abundant state. This time of year is called an Index Period and is from July 1 through August 15 in the Lake Tahoe Hydrologic Unit. The bioassessment requirements specify that benthic macroinvertebrate sampling be conducted within this index period. If pre-construction bioassessment cannot be completed within the index period, the discharger shall pay into the Surface Water Ambient Monitoring Program (SWAMP) bank account in accordance with Appendix 3 of Order No. 2009-0009-DWQ. Bioassessment methods are required to be in accordance with the SWAMP in order to provide data consistency within the state as well as generate useable biological stream data.

D. Reporting Requirements

1. 24-Hour Reporting

Pursuant to the requirements of 40 CFR 122.41(l)(6), this General Permit requires Dischargers to orally report to Lahontan Water Board staff within 24 hours whenever an adverse condition occurs as a result of this discharge. An adverse condition includes, but is not limited to, a violation or threatened violation of the conditions of this General Permit, significant spills of petroleum products or toxic chemicals, or damage to control facilities that could affect compliance pursuant to section 13267(b) of the California Water Code, a written notification of the adverse condition shall be submitted to the Lahontan Water Board within five (5) business days of occurrence. The written notification shall identify the adverse conditions, describe the actions

necessary to remedy the condition and/or the actions implemented to abate the problem from continuing, and specify a timetable, subject to the modifications of the Lahontan Water Board, for remedial actions.

In the event that sampling results exceed any applicable NEL, Dischargers shall orally notify the Lahontan Water Board within 24 hours after the NEL exeedance has been identified and electronically submit all storm event sampling results through the SMARTS within five (5) business days after the NEL exceedance has been identified

2. Annual Report

Dischargers must prepare and electronically submit an Annual Report no later than November 30 of each year using the module provided in SMARTS. The report shall cover the period from October 16 of the previous year through October 15 of the current year. The Annual Report must include a summary and evaluation of all sampling and analysis results, original laboratory reports, chain-of-custody forms, corrective actions taken during the compliance year, and identification of any compliance activities or corrective actions that were not implemented.

3. Final Report

Dischargers shall prepare a final report following completion of project construction to demonstrate that the project is completed as planned and water quality impacts have been mitigated. Dischargers shall electronically submit the report through SMARTS. Photos of the site must be included along with a description of how the site was stabilized. The report must also describe as applicable: 1) whether the project was completed as planned in the NOI and/or any modification of the construction plans for the proposed storm water collection treatment, or disposal facilities or restoration work; 2) details of any change in the amount of impervious coverage for the project site beyond what was authorized; and 3) any significant problem(s) which occurred during project construction and remedial measures planned or implemented.

4. Restoration Monitoring and Reporting

Restoration projects are often executed to improve existing water quality conditions; therefore, it is necessary to monitor restoration project effectiveness until it is self-sustaining. Monitoring information can also identify project and/or construction method strengths and weaknesses. This knowledge can provide feedback into the maintenance of the existing system and also be applied to future water quality improvement projects.

This General Permit requires Dischargers to submit a detailed effectiveness monitoring plan as part of the Construction Site Monitoring and Reporting

Program (CSMRP) that includes annual performance criteria for the review and acceptance by the Lahontan Water Board staff. A contingency plan must also be submitted for actions to be taken if performance criteria are not met.

Ideally, pre- and post-construction monitoring is required to best evaluate the success of the restoration project. Monitoring should include, but not be limited to, assessments of vegetative cover and water quality and quantity measurements. Where appropriate, monitoring should also include up-gradient and down-gradient sampling of water entering a treatment method (sediment can, sand and oil trap).

X. COMPLIANCE DETERMINATION

This General Permit includes the following criteria on how compliance will be determined as discussed below.

A. Compliance with Effluent Limitations

As previously discussed under section IV – Effluent Limitations, the technology-based turbidity NEL in this General Permit is based on the performance of a BMP assuming a certain design storm (defined as the storm producing a rainfall amount). Compliance with the NELs will not be required for storm events that exceed the equivalent rainfall in a 20-year, 1-hour storm (1 inch of rainfall in a 1-hour period). Dischargers are required to provide supporting documentation (i.e., evidence of actually rainfall amount for the area, such as an on-site rain gauge and rainfall data provided by NOAA) to the Lahontan Water Board for any claims that an effluent limit exceedance occurred during a storm event exceeding a 20-year, 1-hour storm.

Additionally, NELs may not apply when run-on conditions are causing an exceedance of an NEL or when discharges do not reach surface waters. Dischargers must provide data and information to support any claim that the NELs do not apply due to these circumstances.

B. Multiple Sample Data

The NELs in this General Permit are evaluated as a maximum daily effluent limitation (MDEL). Pursuant to NPDES regulations (40 CFR part 122.2), *maximum daily discharge* limitation means the highest allowable “daily discharge.” *Daily* discharge means the “discharge or a pollutant” measured during a calendar day or any 24-hour period that reasonable represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of measurement other than mass, the daily discharge is calculated as the average measurement of the pollutant over the day. For purposes of this General Permit, the daily average effluent value is defined as the arithmetic mean of the daily effluent data. When determining compliance when more than one sample result is available due to collection at multiple discharge points

and/or multiple times during the calendar day, Dischargers shall compute the arithmetic mean concentration for each day of discharge.

Samples must be representative of the volume and quality of runoff from the site. Sample collection must not be manipulated in such a way as to skew the maximum daily effluent value. However, Dischargers may indicate the proportional area or flow from the site that each discharge point represents and factor this into the daily average for the entire site when reporting the data.

C. Maximum Daily Effluent Limitation

The NELs in this General Permit are evaluated as a maximum daily effluent limitation (MDEL). If a daily average concentration (or when applicable, the daily median) exceeds the MDEL for a given parameter, Dischargers will be considered out of compliance for that parameter for that one day only within the reporting period.

D. Sampling by Other Parties

Sampling may be conducted by persons other than the Discharger. Lahontan Water Board staff, operators of municipal separate storm sewer systems, or others may analyze storm samples. Samples collected by others may be used with other data to determine MDELs and to conduct compliance determinations, as provided above.

XI. PUBLIC PARTICIPATION

The Lahontan Water Board is considering the issuance of waste discharge requirements (WDRs) that will serve as a National Pollutant Discharge Elimination System (NPDES) permit for discharges of storm water from construction-related activities. This proposed General Permit has been developed for review and comment by the public. As a step in the WDR adoption process, the Lahontan Water Board staff has developed tentative WDRs. The Lahontan Water Board encourages public participation in the WDR adoption process.

A. Notification of Interested Parties

On December 18, 2015, the Lahontan Water Board notified Dischargers, interested agencies, and other interested parties of its intent to prescribe waste discharge requirements for construction-related activities in the Lake Tahoe Hydrologic Unit, and provided them with an opportunity to submit their written comments and recommendations on the draft tentative permit by January 18, 2016. Notification was provided through electronic mailing and posting on the Lahontan Water Board website. Lahontan Water Board staff revised the permit based on comments received on the tentative draft, and on February 8, 2016, the Lahontan Water Board notified Dischargers, interested agencies, and other interested parties that a proposed permit was available for public review. Notification was provided through electronic mailing and posting on the Lahontan

Water Board website. A public notice announcing the availability of the draft General Permit for review and comment was also published in Lake Tahoe area newspapers on February 5, 2016.

B. Written Comments

The staff determinations are proposed. Interested persons are invited to submit written comments concerning these proposed WDRs. Written comments must be submitted electronically to: Lahontan@waterboards.ca.gov with "Comments-Lake Tahoe CGP" in the subject line.

To be fully considered by staff and the Lahontan Water Board, written comments must be received at the Lahontan Water Board within five days of the Public Hearing to consider adopting the updated permit. Comments received after that date will be forwarded on to the Lahontan Water Board.

C. Public Workshop

The Lahontan Water Board conducted a public workshop January 12, 2016, to inform and discuss issues relating to the tentative WDRs with interested parties.

D. Public Hearing

The Lahontan Water Board has scheduled a public meeting to consider adopting the updated permit. The Board meeting is scheduled as follows:

Date: March 9-10, 2016
Time: TBD
Location: 971 Silver Dollar Avenue
South Lake Tahoe

Interested persons are invited to attend. At the public meeting, the Lahontan Water Board will hear testimony, if any, pertinent to the discharge, WDRs, and permit. Oral testimony will be heard; however, for accuracy of the record, important testimony should be in writing.

Please be aware that dates and venues may change. Our Web address is http://www.waterboards.ca.gov/lahontan/ where the public can access the current agenda for changes in dates and locations.

E. Waste Discharge Requirements Petitions

Any aggrieved person may petition the State Water Resources Control Board to review the decision of the Lahontan Water Board regarding the final WDRs. The petition must be submitted within 30 days of the Lahontan Water Board's action to the following address:

State Water Resources Control Board
Office of Chief Counsel
P.O. Box 100, 1001 I Street
Sacramento, CA 95812-0100

E. Information and Copying

The tentative effluent limitations and special provisions, comments received, and other information are on file and may be inspected at the Lahontan Water Board at any time between 8:30 a.m. and 4:45 p.m., Monday through Friday, at 2501 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150. Copying of documents may be arranged through the Lahontan Water Board by calling (530) 542-5400.

F. Register of Interested Persons

Any person interested in being placed on the mailing list for information regarding the WDRs and NPDES permit should contact the Lahontan Water Board, reference this facility, and provide a name, address, and phone number.

G. Additional Information

Requests for additional information or questions regarding this order should be directed to Bud Amorfini, Engineering Geologist, at 530-542-5463 or by email at Bud.amorfini@waterboards.ca.gov.

Table 1
Comparison of Lake Tahoe CGP Requirements
with State-wide CGP Requirements

Requirement	Description
Eligible Projects	State-Wide CGP includes two sets of requirements, one for conventional construction and one for linear underground/overhead (LUP) projects. The Tahoe CGP has one set of requirements for both conventional and LUP projects. There is no risk level in the Tahoe CGP. All projects are considered the same risk. Additionally, there is no option for an erosivity waiver in the Tahoe CGP.
Discharge Types Covered	Both the State-Wide and Lake Tahoe CGPs cover storm water and certain authorized non-storm water discharges to surface waters. Except for certain "low threat" discharges, the Lake Tahoe CGP prohibits all non-storm water waste discharges to floodplains and stream environment zones (SEZs). Exemptions may be granted for certain discharges to Stream Environment Zones (SEZs) and 100-year floodplains in accordance with Basin Plan policies presented in Attachment F of the Tahoe CGP.
Permit Registration Documents (PRDs)	Registration is the same for both permits. Separate module for the Tahoe CGP is established in the SMARTS (*Region 6 South Lake Tahoe Permit*).
Legally Responsible Person (LRP)	LRP requirements are the same for both permits.
QSD/QSP Qualifications	QSD/QSP qualifications and certifications are the same for both permits.
QSD/QSP Training and Testing Requirements	QSD/QSP training requirement is geared to the State-Wide CGP. State Board-sponsored training generally does not address requirements of the Tahoe CGP unless specifically added by the Trainer of Record. QSD/QSP test does not include elements of the Tahoe CGP.
Numeric Effluent Limitations (NELs)	Discharge compliance points are the same for both permits. However, in accordance with the Basin Plan, Tahoe CGP includes NELs for iron, nitrogen, phosphorus, oil and grease, and turbidity. Samples are required to be sampled for turbidity using portable field meters. Other constituents must be sampled in accordance with non-visible pollutant sampling requirements. The NEL for turbidity is 20 NTU and there is no numeric action level (NAL) compared with the State-Wide CGP. A daily average turbidity level must be determined in the same manner as that required in the State Board CGP. A benchmark or action level for pH is set at 6.0 to 9.0.

Compliance Storm Event	The compliance storm event for the Tahoe CGP is different than that set in the State-Wide CGP. Compliance with NELs is not required for pollutant concentrations that result from a 20-year, 1-hour storm event (1 inch of rain in a 1-hour period) or greater. This is geared toward the occurrence of summer thunderstorms, which can cause significant erosion in a short time frame during the active construction season. Supporting data including the time of sampling and the rain fall record from an on-site rain gauge or other nearby governmental agency is required for any claim of relief from the NELs.
Best Management Practices (BMPs)	The BMP requirements are essentially the same for both permits. The permit requires dischargers to implement appropriate BMPs from each of the following categories: 1) site management measures; 2) sediment and erosion controls; 3) dewatering controls (if applicable); 4) inspection, maintenance and repair, and 5) post-construction/LID measures. For the Tahoe CGP, land disturbing activities must cease by October 15 of each year, unless granted a variance. All projects must be winterized to prevent erosion during the period of October 16 through April 30 of the following year. For non-municipal projects, dischargers must demonstrate that post-construction controls will either infiltrate the 20-year, one-hour storm, meet numeric effluent limits in the Basin Plan, or be in compliance with municipal load reduction goals. Municipal construction projects must meet load reduction requirements set in the respective municipal NPDES permits in accordance with the Lake Tahoe TMDL.
Storm Water Pollution Prevention Plan (SWPPP)	SWPPP requirements are the same for both permits. A suggested outline for developing a SWPPP is provided in the Tahoe CGP.
Rain Event Action Plan (REAP)	The REAP trigger for the Tahoe CGP is a 30 percent chance of 0.1 inch of precipitation or more compared with a 50 percent chance in the State Board CGP. Additionally the REAP must be prepared at least 24 hours prior to predicted rain rather than 48 hours in the State Board CGP. The requirements are geared more toward thunderstorm activity in the Tahoe Basin.
Construction Site Monitoring and Reporting Program (CSMRP)	Monitoring requirements in the Tahoe CGP include daily inspections rather than weekly in the State Board CGP. Non-storm water discharge inspections are included in the daily routine; therefore, there are no non-storm water–specific inspections. During the winter inactive period (October 16 through April 30), monthly inspections are required. Pre-rain storm, post rain storm, and during rain storm (for extended events) are also required. Snow events do not trigger visual inspections.

	The Tahoe CGP does not include a qualifying storm event. Sampling is required whenever there is a discharge off the project boundaries. Otherwise, the scheme is the same (i.e., all discharge points must be sampled and a minimum of three samples must be collected per day). Sample analyses (turbidity and non-visibles) are the same for both permits. There is no receiving water sampling requirement in the Tahoe CGP unless specifically set for an individual site (typically for environmental restoration projects).
Reporting	The Tahoe CGP requires an annual report to be submitted by November 30 each year for the period of October 16 through October 15 the following year. The requirements include: 1) 24-hour reporting of an adverse condition resulting from a discharge (e.g., oil spill, unauthorized non-storm water discharge to surface waters, breach of perimeter controls, NEL violation); 2) reporting through SMARTS of all field data within 5 days (laboratory analyses within 5 days of receipt of the results; 3) annual reporting; and 4) final reporting upon project completion for NOT requests.
Other Potential Requirements	**Biosassessment** - Requirements are the same for both permits. Index period in Tahoe is July 1 through August 15. **ATS** – Requirements are the same for both permits, except the compliance storm event is the 20-year, 1-hour storm for the Tahoe CGP. **Stream Environment Zones (SEZs)/Floodplains** – The Lahontan Basin Plan contains certain prohibitions on waste discharges to SEZs and floodplains. Dischargers must identify whether their project includes non-storm water waste discharges or land disturbance to SEZs and/or floodplains in their NOI. Limited exemptions to the prohibitions may be applicable as detailed in Attachment F to the Tahoe CGP.

Table 2
Key Changes to Lake Tahoe Construction General Permit

Item	Description
Over winter sampling	Eliminated the over winter requirement to sample two rain events. Focus is on completing visual monitoring and BMP maintenance.
Sampling outside of active work days	Eliminated the requirement to collect samples outside of active working/business days (e.g., holidays, weekends). The requirement to visually inspect during daylight hours on any day is still included. Visual monitoring is more effective to respond to any problems. The sampling requirement during this time diverts limited resources away from ensuring the BMPs are properly functioning.
Basin Plan Prohibitions	Updated Basin Plan prohibitions and exemptions in the CGP and Attachment F. Basin Plan amendments were approved in 2014.
QSP management plan	Added language to require a written Qualified Storm Water Practitioner (QSP) management plan to achieve better onsite management by the QSP – can't operate remotely without a communication plan that ensures active QSP oversight.
Training documentation	Strengthened language to require documentation of weekly training of site personnel.
Receiving water sampling requirements	Added language to clarify when receiving water sampling is required. No change to existing requirements except to clarify language that some stakeholders found unclear.
Notice of Termination	Updated the Notice of Termination (NOT) requirements to be consistent with the options included in SMARTS. This reconciles the NOT requirements with what is provided in SMARTS.
Use of non-photo/biodegradable materials	Added language to prohibit use of non-photo/biodegradable materials (such as plastic netting) in permanent Best Management Practices (BMPs).

Table 3
Qualified SWPPP Developer/ Qualified SWPPP Practitioner Certification Criteria

Certification/ Title	Registered By	QSD/QSP	Certification Criteria
Professional Civil Engineer	California	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites
Professional Geologist or Engineering Geologist	California	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites
Landscape Architect	California	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites
Professional Hydrologist	American Institute of Hydrology	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites
Certified Professional in Erosion and Sediment Control™ (CPESC)	Enviro Cert International Inc.	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites 5. Continuing Education
Certified Inspector of Sediment and Erosion Control™ (CISEC)	Certified Inspector of Sediment and Erosion Control, Inc.	QSP	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites 5. Continuing Education
Certified Erosion, Sediment and Storm Water Inspector™ (CESSWI)	Enviro Cert International Inc.	QSP	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites 5. Continuing Education
Certified Professional in Storm Water Quality™ (CPSWQ)	Enviro Cert International Inc.	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites 5. Continuing Education
Professional in Erosion and Sediment Control	National Institute for Certification in Engineering Technologies (NICET)	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites

Appendix O: Spill Response Plan

SPILL RESPONSE & PREVENTION PLAN

Bijou Park Connector Trail
South Lake Tahoe, CA

May 2025

Prepared for:

City of South Lake Tahoe

1901 Airport Rd,

South Lake Tahoe, CA 96150

ESE Project No. 21240

Prepared by:

1. PROJECT CONTACTS

AGENCY OR ORGANIZATION	CONTACT PERSON	TELEPHONE	EMAIL
Eastern Sierra Engineering	Jennifer G. Roman, PE (QSD/QSP)	(775) 291-6337	jroman@esengr.com
City of South Lake Tahoe Public Works	Anush Nejad, PE (LRP)	(530) 542-6031	anejad@cityofslt.us
City of South Lake Tahoe	John Dickinson (QSP Delegate)	(530) 307-2652	jdickinson@cityofslt.us
Contractor (TBD)			
El Dorado County Environmental Management Department	Karen Bender	(530) 573-3453	karen.bender@edcgov.us
Water Quality Control Board, Lahontan Region	Jim Carolan	(530) 542-5477	Jim.Carolan@waterboards.ca.gov

2. INTRODUCTION

a. Purpose

The purpose of this Spill Response & Prevention Plan is to outline measures and guidelines to prevent spills and minimize their environmental impact during construction activities related to the Bijou Park Connector Trail. This plan has been developed as part of the Stormwater Pollution Prevention Plan (SWPPP) for compliance with the Tahoe Construction General Permit, specifically the following:

> ***"13. Develop a spill response plan prior to commencement of construction activities. The plan shall include:***
> ***a. Descriptions of equipment and materials required to be on site for cleanup of spills/leaks; and***
> ***b. Descriptions of appropriate spill response procedures, the responsible personnel, and the training records of such personnel. Include provisions to respond to potentially large spills that are beyond the capacity of the contractor to respond."***

Overall, the plan provides guidance on proper practices to prevent and respond to spills appropriately and includes information on field personnel. Pollutants that could come in contact with surface waters or the City of South Lake Tahoe storm drain system during project activities include hydrocarbons from equipment fuel or hydraulic fluid leaks, sediment, sawcutting slurry, pavement grindings, paints and solvents, concrete washouts, and exposure of various materials when no longer protected by cover or when piled into temporary stockpiles exposed to wind and rain.

This document is intended to be an overview of protocols to prevent and respond to potential spills on the project site. It is not intended to supersede any or all sub-contractor obligations to comply with all applicable laws, all reasonable directions and orders given by the City of South Lake Tahoe or regulatory agencies. This document's requirements supplement the guidance described in the SWPPP.

b. Project Description

The project is within the Bijou Community Park, located on Al Tahoe Boulevard in the City of South Lake Tahoe. The project is in Sections 02 and 03, Township 12 North, Range 18 East Mount Diablo Meridian. The site is relatively flat and is at an approximate elevation of 6,270 feet above Mean Sea Level. The work will be conducted in Land Capability District 7 and there are no floodplains or stream environment zones in the area of work. Anticipated groundwater depth exceeds 80 inches per Web Soil Survey.

At completion the project will include 2,546 feet (0.48 miles) of trail with a paved width of 10'. The completed path will encompass approximately 1.05 acres, including ramps and daylighting. Additional project disturbance results from installation of a double-barrel sediment trap immediately downstream of an existing drop inlet located on Al Tahoe Boulevard.

Site-disturbing activities are expected to occur between July 1, 2025 and October 15, 2025; however this plan shall be implemented from mobilization to demobilization.

3. SPILL PREVENTION

This portion of the plan is intended to explain the steps that should be taken in order to prevent spills and minimize their environmental impacts on the project site during active construction.

a. Training

When the construction contract is awarded, the SWPPP will be updated to include the training records for the contractor's personnel. Prior to construction, the Qualified SWPPP Practitioner (QSP) will train the Contractor and crew on all relevant spill control measures and what to do in the event of a spill to keep any pollutants from entering surface waters or City storm drain inlets. During active construction, the QSP will provide weekly training for the contractor and crew.

b. Spill Response Equipment and Material

The construction contractor will supply spill kits and materials that can be stored and readily deployed from staging areas. In addition, the contractor will be required to have a number of mobile spill kits for use in any fueling operations. Each construction crew will have sufficient supplies of absorbent and barrier materials on hand to allow the rapid containment and recovery of any spills.

Equipment and materials will include but not be limited to:

- 55-gallon drums or similar approved disposal container with proper signage;
- Absorbent pads;
- Plastic sheeting;
- Nitrile gloves;
- Safety goggles;
- Shovels and pertinent soil removal equipment will be staged next to spill kits along with fire extinguishing equipment.
- 20-gallon portable preventative spill kit for each refueling truck, kits will include:
    - White, oil-only Sonic Bonded Pads
    - White, oil-only socks (3"X48")
    - White, oil-only pillows
    - Nitrile gloves
    - Disposal bags, and
    - 20-gallon overpack

c. Spill Prevention Measures

- Equipment refueling is to be conducted at least 50 feet away from any drain inlets. Crew vehicles will be fueled offsite.
- Any five-gallon fuel container or similar will be kept in secondary containment, even when placed in the back of a truck.
- Regularly inspect and maintain all construction equipment to prevent leaks and malfunctions. If any leaks are detected remove the equipment from service and place a drip pan underneath until repairs can be made.
- Store and handle hazardous materials according to best practices and regulations.
- Limit fuel storage

d. Sediment and Erosion Control

- Implement erosion control measures as shown on the plans, and as described in the SWPPP.
- Monitor weather forecasts and schedule construction activities to avoid working during heavy rain events or periods of high winds.

e. Waste Management

- Establish designated areas for waste storage, recycling, and disposal, away from drain inlets.
- Properly manage construction debris and waste materials to prevent accidental spills.
- Keep construction debris piles to the minimum necessary so they can be easily off-hauled for proper disposal or fully covered with adequate perimeter control prior to any qualifying storm events.

f. Spill Response Plan Implementation and Preparation

- Contractor to provide a detailed spill response plan prior to construction that includes procedures for containing, cleaning, and reporting spills.
- Contractor to ensure all personnel are aware of the spill response plan and their roles during a incident.
- Contractor to keep adequate spill response equipment readily available on-site, such as absorbent materials, spill kits, and spill socks.

g. Monitoring and Reporting

- Contractor to visually monitor the site and equipment on a regular basis to detect any signs of equipment leaks or other potential pollutant discharges and if observed immediately address those issues.
- Immediately report any large spills or environmental incidents to the Lahontan Regional Water Quality Control Board, and appropriate authorities as required by local regulations.

h. Compliance and Inspection

- Conduct regular inspections to verify compliance with the spill prevention plan.
- Address any non-compliance issues promptly and implement corrective actions.

i. Record Keeping

Maintain detailed records of spill prevention training, inspections, spill response actions, and any other relevant documentation for future reference and accountability.

4. SPILL RESPONSE PROCEDURES

The following summarizes actions that are to be taken in the event of a discharge of oil product. Actions are dependent upon the location and size of the discharge. Uncontrolled discharges of oil to groundwater,

surface water, or soil is prohibited by State and Federal laws. Immediate action must be taken to control, contain, and recover any discharged oil product.

In general, the following steps are to be taken:

- First, personnel will assess the situation to determine potential safety concerns and hazards posed to personnel and the environment. The size (minor or major) of the discharge shall be taken into consideration, then the procedure for minor or major discharge steps should be taken.
- If possible and safe to do so, shut off and/or extinguish all ignition sources, including motors, electrical circuits, cigarettes, and open flames.
- Determine the source of the spill/discharge, and if safe to do so, immediately shut off the source of the spill/discharge, i.e., closing valves, emergency shut-off switch, power disconnect, applying leak stopping compound for pinhole leaks, deactivating pumps, and diverting flow to a pathway that is more contained.
- Material spilled and quantities will be identified to the degree possible.
- If safe to do so, use onsite spill response kits to prevent the spilled material from spreading. This can be done through personnel soaking up spilled fluids with absorbent pads or granules.
- Contaminated vegetation and soil can be excavated from the site, and along with soiled clean-up material, temporarily stored on plastic sheets or in appropriate drums with proper labeling until it can be removed for proper disposal. All contaminated materials will be removed and placed in a container designed to hold and transport the material. Label bin appropriately.
- Contact the Owner/Superintendent.
- Contact appropriate regulatory authorities (see Table 1, Notification List of Appropriate Agencies).
- Collect and dispose of recovered products according to State and Federal regulations.

a. Minor Discharge

Minor discharges which can usually be cleaned up by construction crew are described here:

- The quantity of product discharged is small (less than or equal to 10 gallons of oil product);
- Discharged material is easily stopped and controlled at the time of the discharge;
- Discharge is localized near the source;
- Discharged material is not likely to reach water;
- There is little risk to human health or safety; and
- There is little risk of fire or explosion.

The following steps are to be taken:

- Immediately notify the Owner/Superintendent.
- Under the direction of the Owner/Superintendent contain the discharge by placing absorbent material or other barriers in the path of the discharge.
- Place captured oil product/discharge debris in properly labeled and secure waste containers.
- **If the discharge involves more than 10 gallons of oil or reaches surface water, the Owner/Superintendent will call El Dorado County Environmental Management Department at (530) 573-3450.**

b. Major Discharge

For **major** discharges defined as one that cannot be safely controlled or cleaned up by facility personnel, such as when:

- The discharge is large enough to spread beyond the immediate discharge area;
- The discharged material enters water;

- The discharge requires special equipment or training to clean up;
- The discharged material poses a hazard to human health, safety, or the environment; or
- There is a danger of fire or explosion.

The following steps are to be taken:

- All facility personnel/onsite workers must immediately evacuate the discharge site, call emergency response (911) and move to designated staging areas at a safe distance from the discharge. Emergency response staging areas will be determined by emergency response personnel.
- Facility personnel/onsite workers must immediately contact the Owner/Superintendent, who will obtain assistance from authorized contractors, listed in Table 1 and direct the response and cleanup activities.
- The Owner/Superintendent must call for medical assistance if facility personnel/onsite workers are injured.
- The Owner/Superintendent must immediately contact the appropriate agencies.

c. Disposal of Recovered Material

The following describes the methods to be followed when disposing of any recovered materials under a large spill event.

Once the spill is contained, the cleanup contractors or authorized facility personnel will collect the spilled material and any materials used to contain or absorb the discharge and place the materials into secure and appropriately labeled containers. The area or surface that came in contact with the spilled material shall be decontaminated and cleaned up by an appropriate method that is permissible under local, State, and Federal laws. The specific methods used will depend upon the substance, applicable regulatory standards for the specific type of spilled materials, and other factors. All spilled material and debris will be managed in a manner that fully complies with applicable local, State, and Federal laws regarding recycling and disposal of hazardous wastes.

Qualified and licensed environmental response contractors, including but not limited to, Safety Kleen and Ramos Environmental, listed in Table 1 will handle the disposal of any recovered product, contaminated soil, contaminated materials and equipment, decontamination solutions, and absorbent materials collected during a response to a discharge incident, according to regulatory requirements. All such materials shall be handled and disposed of under standard California chain of custody regulations and procedures.

d. Reporting a Discharge

If there is a discharge, refer to the following section on the protocol and who to contact.

i. NRC Notification Procedure

Any size discharge (i.e., one that produces an oily sheen, emulsion, or sludge) that affects or threatens to affect navigable waters or adjoining shorelines **must be reported immediately to the National Response Center (NRC) at 1 (800) 424-8802.** The NRC is staffed 24 hours a day. The following information must be provided:

- The exact address and phone number of the facility
- The date and time of discharge
- The type of material discharged
- An estimate of the total quantity discharged
- An estimate of the quantity discharged to navigable waters
- The source of the discharge
- A description of all affected media

- The cause of the discharge
- Any damages or injuries caused by the discharge
- Actions being taken to stop, remove, and mitigate the effects of the discharge
- Whether an evacuation is needed as a result of the discharge
- Names of individuals and/or organizations who have also been contacted

ii. Agency Notification

Immediate reporting to the California Emergency Management Agency (CEMA) is also required when there are releases or threatened releases posing a significant present or potential hazard to human health and safety, property, or the environment under HSC §25507(a) and Title 19 California Code of Regulations [19CCR] §2703. In addition, HSC 25270.8 requires reporting of releases from a tank facility of greater than 42 gallons of petroleum into state waters or where they may pass into state waters. For these regulations, the releases much be immediately reported to the CEMA, and if necessary 911. For more information refer to the California Hazardous Materials Spill/Release Notification Guidance booklet (June 2009) available on the CEMA website at http://www.calema.ca.gov under the Response Tab – Hazardous Materials.

iii. Spill Reporting Requirements (Within 60 Days)

In addition to the immediate reporting above, 40 CFR 112.4 requires that information be provided to the US EPA Regional Administrator (RA), the California Emergency Management Agency and the Lahontan Regional Water Quality Control Board and any other agency in charge of oil pollution control activities within 60 days of the following discharge events:

1) A single discharge of more than 1,000 US gallons of oil to navigable waters or adjoining shorelines; or
2) Two discharges to navigable waters or adjoining shorelines each more than 42 US gallons of oil occurring within any twelve-month period.

The following information must be submitted to the RA:

1) Name of facility;
2) Name of person reporting;
3) Facility location;
4) Maximum storage or handling capacity of the facility and normal daily throughout;
5) Corrective action and countermeasures you have taken, including a description of equipment repairs and replacements;
6) An adequate description of the facility, including maps, flow diagrams, and topographical maps, as necessary;
7) The cause of the reportable discharge, including a failure analysis of the system or subsystem in which the failure occurred;
8) Additional preventative measures you have taken or contemplated to minimize the possibility of recurrence; and
9) Such other information as the Regional Administrator may reasonably require pertinent to the Plan or discharge.

5. EMERGENCY CONTACT LIST

If the spill cannot be safely and effectively controlled by facility personnel, then the owner/superintendent will notify outside contractors and agencies listed in the table below. The following table provides the contacts of the responsible personnel as well as their training records.

Table 1. Emergency Contacts

CONTACT ORGANIZATION/PERSON	CONTACT INFORMATION
Emergency and/or Spill Response	
Emergency Response (Fire, Ambulance, Police)	911
South Lake Tahoe Fire Department	(530) 542-6160
South Lake Tahoe Police Department	(530) 542-6100
Barton Hospital	(530) 541-3420
National Response Center (NRC)	(800) 424-8802 (202) 267-2180 (202) 267-1322 Fax http://www.nrc.uscg.mil c/o United States Coast Guard (G-RPF) - Room 2611-B 2100 2nd Street, SW Washington, D.C 20593-0001
California Emergency Management Agency State Warning Center	(800) 852-7550
Cleanup Contractors	**Ramos Environmental** 1515 S River Rd West Sacramento, CA 95691-9312 Phone: (916) 317-5747 **Safety Kleen** 1200 Marietta Way, Sparks NV 89431 Phone: (775) 331-4477
Petroleum Waste Disposal Contractor	**Reno Drain Oil Service** 11970 Interstate 80 East Sparks, NV 89434 Phone (775) 342-0351
Regulatory/Oversight Agencies	
El Dorado County Environmental Management Department	(530) 573-3450 3368 Lake Tahoe Blvd., Suite 303 South Lake Tahoe, CA 96150
City of South Lake Tahoe, Public Works/Engineering	(530) 542-6030 1052 Tata Lane South Lake Tahoe, CA 96150
California Regional Water Quality Control Board, Lahontan Region	(530) 542-6030 2501 Lake Tahoe Blvd. South Lake Tahoe, CA 96150
US E.P.A. Region 9	US E.P.A. Region 9 Main Number: (800) 231-3075 75 Hawthorne Street (SFD9-2) San Francisco, CA 94105

EXHIBIT F
ACCEPTED CONTRACTOR'S BID

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL CONTRACTORS AND SUB-CONTRACTORS
(must be submitted with bid)

The undersigned Bidder certifies to the City of South Lake Tahoe and the contracting agency that it has read and understands the related federal cross-cutting regulations and their applicability to the project.

1. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION
   I understand the provisions and will comply with Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR, Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

   I also certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively, and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

2. COPELAND "ANTI-KICKBACK" ACT
   I understand the provisions and will comply with the Copeland "Anti-Kickback" Act (18 U.S.C., Section 874), as supplemented in Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

3. FEDERAL LABOR STANDARDS PROVISIONS (DAVIS BACON WAGE RATES)
   I understand the provisions and will comply with the Davis-Bacon Act (40 U.S.C. Section 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

   Also, that the Contractor and any subcontractors under the Contractor shall comply with wage records regarding the employment and training of apprentices, and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

SECTION 3 COMPLIANCE

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 USC § 1701u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this said Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.

The Contractor agrees to submit such reports as required to document compliance with 24 CFR Part 75. Noncompliance with the regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

If HUD CDBG conditions are not adhered to, payment can be withheld.

4. MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISE

It is national policy to award a fair share of contracts to disadvantaged business enterprises (DBEs), small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises(WBEs). Accordingly, affirmative steps must be taken to assure that DBEs, SBEs, MBEs and WBEs are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

(a) Including qualified DBEs, SBEs, MBEs and WBEs on solicitation lists;

(b) Assuring that DBEs, SBEs, MBEs and WBEs are solicited whenever they are potential sources;

(c) Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by DBEs, SBEs, MBEs and WBEs;

(d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBEs, SBEs, MBEs and WBEs;

(e) Using the services and assistance of the Small Business Administration, Minority Business Development Agency, the State Office of Small and Minority Business Assistance, the U.S. Department of Commerce and the Community Services Administration as required; and

(f) Requiring the subcontractor, if any, to take the affirmative actions outlined in (1) – (5) above.

5. BYRD ANTI-LOBBING AMENDMENT *(all contracts in excess of $100,000)*

I understand the provisions and will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
I understand the provisions and will comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., 327-333), as supplemented by Department of Labor regulations (29 CFR part 5), and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

7. LEAD-BASED MATERIALS CERTIFICATIONS
I understand the provisions and will comply with the Lead-based Materials (24 CFR Part 35 Subpart R) Method and Standard for Lead-based, and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

8. CLEAN AIR ACT (*all contracts in excess of $100,000)*
I understand the provisions and will comply with the Clean Air Act (42 U.S.C. Section 7401et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251et seq.), and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

9. CONTRACTOR AND SUB-CONTRACTOR'S DIR REGISTRATION
I understand the provisions and will comply with California Labor Code Sections 1725.5 and 1773 of the Labor Code, which require the registration of the Contractor and subcontractors with the Department of Industrial Relations and the payment of prevailing wage on public projects, and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

10. PREVAILING WAGE RATES AND RECORDS
I understand the provisions and will comply with California Labor Code Sections 1776, regarding wage records, and with Section 1777.5, regarding the employment and training of apprentices, and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

11. STATEMENT OF CONVICTIONS
I certify that no more than one (1) final un-appealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two (2) years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

12. PREVIOUS DISQUALIFICATIONS (DEBARMENT/SUSPENSIONS)

I certify that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances

13. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

I understand the provisions and will comply with the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

14. BUILD AMERICA, BUY AMERICA (BABA)

I understand the provisions and will comply with the Strengthening Buy-American Preferences for Infrastructure Projects. Recipients of covered programs (as defined in Executive Order 13858, 31 January 2019, and 2 C.F.R. §200.322 (Domestic preferences for procurements)) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under this Award.

15. FEDERAL WORK AUTHORIZATION PROGRAM (FWAP)

I represent and agree that we are enrolled and participating in a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525- 285.555, and that it will maintain this compliance for the entire duration of the contract. We also agree that we do not knowingly employee any authorized alien in connection with the contracted services. I agree to provide an Affidavit of Compliance upon execution of the contract.

16. NON- COLLUSION

I certify that, as the bidder or agent, have not, nor has any member, employee, representative, agent or officer has directly or indirectly entered into or offered to enter into any combination, collusion or agreement to receive or pay, gift, or rebate, and that I have not received or paid, any sum of money or other consideration for the execution of the contract.

By my signature hereunder, I hereby swear and certify, under penalty of perjury, that I have read and understand the requirements stated above and all referenced regulations.

The Design Build Inc	Corporation
(Bidder)	(Type of Entity)
	1930 Del Paso Road Suite 121 B Sacramento CA 95834
(Authorized signature on behalf of Contractor)	(Address)
Manzar Qayyum CEO	Sacramento, California
(Name/Title)	(City/State/Zip)
info@designsbuild.com	9167121314
(Email)	(Phone)

NOTE: If the Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. All signer(s) represent and warrant that they are authorized to sign this Bid on behalf of Bidder.

END OF DOCUMENT 00475

EXHIBIT G
ESCROW BID DOCUMENT CERTIFICATION

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BID DOCUMENTATION CERTIFICATION

DOCUMENT 00650 – BID DOCUMENTATION CERTIFICATION

The undersigned hereby certifies, under penalty of perjury, that the bid documentation accompanying this certification constitutes all of the information used in the preparation of the bid submitted on behalf of Bidder, as required to be submitted to the City in accordance with Section 2.3 of the Special Provisions ("Escrow of Bid Documents"). The undersigned further certifies that he/she has personally examined the contents of the bid documentation accompanying this certification, and that the same is complete and satisfies the requirements of Section 2.3 of the Special Provisions ("Escrow of Bid Documents"). **Failure of Bidder to submit an executed Bid Documentation Certification and Bid Escrow Documents within three (3) business days after bid opening will result in a non-responsive bid.**

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Date: 7/14/2025

Bidder's Signature: _____

Bidder's Name and Title Manzar Qayyum, CEO

INDEX OF BID ESCROW DOCUMENTS

[Note: Use additional sheets if necessary.]

Bid Documentation Certification

Take-offs

Quotes

END OF DOCUMENT 00650

EXHIBIT H
INSURANCE CERTIFICATES AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Renzo Figueroa
RF Insurance Agency LLC 10716 Tanbark Dr Indianapolis IN 46235	PHONE (A/C, No, Ext): 312-667-2713 FAX (A/C, No): E-MAIL ADDRESS: rfigueroa@ifsbrokerage.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Financial Casualty Company	11770
INSURER B : Scottsdale Insurance Company	41297
INSURER C : Navigators Insurance Company	42307
INSURER D : Westchester Surplus Lines Insurance Company	10172
INSURER E :	
INSURER F :	

INSURED
The Design Build Inc
2921 Fulton Ave
Sacramento CA 95821

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	RBS0333310	04/15/2025	04/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY			984202619	01/21/2025	07/21/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	CONTRACTORS POLLUTION LIABILITY	Y		170569352	12/18/2024	12/18/2025	X PER STATUTE OTH-ER EACH POLLUTION OCC. GENERAL AGGREGATE	$ $1,000,000 $ $2,000,000 $
C	Inland Marine (COMM)	Y		04-IM051125	05/23/2025	05/23/2026	Scheduled Equipment Rental/Leased Equip Rental/Leased Equip	$65,000 $50,000 $7,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"The City of South Lake Tahoe, their respective officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

CERTIFICATE HOLDER

City of South Lake Tahoe
Department of Public Works
Building at 1740 D
Street, City of South Lake Tahoe

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Renzo Figueroa

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PROJECT: Bijou Connector PWC 25-30150037 **Bidder's Opening Checklist 7/14/2025**

Bidder	Base Bid	Daily Rate of Compensable Delays	Total Base Bid	Section 00410 Bidder's Bond	Section 00420 Designation of Subcontractors	Section 00423 Verification - DIR Registration	Section 00424 CARB Certificate of Reported Compliance	Section 00425 Self-Performance Declaration	Section 00430 Debarment & Suspension Certs	Section 00432 Non-Collusion Declaration	Section 00435 Worker's Comp Certification	Section 00440 Business & Professions Code Sections	Section 00450 Bidder's Statement of Financial Responsibility, Technical Ability & Experience	Section 00460 Equal Employment Opportunity Cert	Section 00465 Non-Lobbying Cert	Section 00466 Section of Disclosure Lobbying Activities	Section 00471 Construction Contract NBE/WBE Commitment	Section 00475 DBE Information Good Faith Efforts	Section 00500 Agreement	Section 00610 Payment Bond Form	Section 00620 Performance Bond Form	Section 00630 Sample Escrow Agreement for Security Deposits in Lieu of Retention	Section 00635 Warranty/Guaranty Form	Section 00640 Acknowledgement of City Code	Section 00650 Bid Document Certification
JPB Designs Inc.	**$ 1,030,475.00**	**$ 200.00**	**$ 1,042,475.00**	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	####	####	####	####	####	####	TRUE	TRUE	TRUE
Design Build Inc.	**$ 703,786.00**	**$ 500.00**	**$ 733,786.00**	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	####	####	TRUE	####	####	####	TRUE	TRUE	TRUE
Alcorn General	**$ 799,818.00**	**$ -**	**$ 799,818.00**	####	####	####	####	####	####	####	####	####	**TRUE**	####	####	####	####	####	####	####	####	####	####	####	####
Meyers Earthwork	**$ 927,113.00**	**$ 500.00**	**$ 957,113.00**	####	####	####	####	####	####	####	####	####	**TRUE**	####	####	####	####	####	####	####	####	####	####	####	####
Q&D Construction	**$ 1,296,500.00**	**$ 31,000.00**	**$ 1,296,500.00**	####	####	####	####	####	####	####	####	####	**TRUE**	####	####	####	####	####	####	####	####	####	####	####	####
Burdick Excavating Company Inc.	**$ 1,248,035.15**	**$ 100.00**	**$ 1,254,035.15**	####	####	####	####	####	####	####	####	####	**TRUE**	####	####	####	####	####	####	####	####	####	####	####	####
Martin Brothers Construction	**$ 883,590.00**	**$ 1.00**	**$ 883,650.00**	####	####	####	####	####	####	####	####	####	**TRUE**	####	####	####	####	####	####	####	####	####	####	####	####
Resource Development Company	**$ 1,432,130.00**	**$ -**	**$ 1,432,130.00**	####	####	####	####	####	####	####	####	####	**TRUE**	####	####	####	####	####	####	####	####	####	####	####	####
Baldoni Construction Inc.	**$ 1,099,626.00**	**$ 200.00**	**$ 1,111,626.00**	####	####	####	####	####	####	####	####	####	**TRUE**	####	####	####	####	####	####	####	####	####	####	####	####
Schreder & Brandt	**$ 1,308,505.20**	**$ 5,000.00**	**$ 1,608,505.20**	####	####	####	####	####	####	####	####	####	**TRUE**	####	####	####	####	####	####	####	####	####	####	####	####

City of South Lake Tahoe
Amendment 2 to the Bijou Park Class 1 Bike Trail
Engineering Design Services Professional Services Agreement with
Eastern Sierra Engineering, Inc (C-094-2021)

The Professional Services Agreement entered into on August 3, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **Eastern Sierra Engineering, Inc** ("CONSULTANT"), as amended on July 7, 2023, is hereby amended as set forth below.

RECITALS

A. On July 7, 2023, the City and Eastern Sierra Engineering, Inc. entered into Amendment No. 1 to C-094-2021, in order to extend the term of the Agreement through December 31, 2025.

B. The parties now desire to enter into this Amendment No. 2 in order to increase the compensation by $19,470, for a total contract amount not to exceed $396,022, for Consultant to perform construction support services during construction.

The terms of the Professional Services Agreement are hereby amended to read as follows:

Section 3 is hereby amended to read in its entirety as follows:

Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit A which is attached hereto and incorporated herein by reference. In no event shall Consultant's Compensation, including travel and out-of-pocket expenses, exceed $396,022 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terns and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

Exhibit A, "Scope of Services and Compensation Schedule" is hereby amended by adding the following:

City of South Lake Tahoe

Bijou Park Connector Trail Part-Time Construction Assistance

Scope of Work:

ESE will provide assistance to the city during construction of the project. The work may include responding to Requests for Information from the contractor, providing consultation and interpretation of the contract documents, assist in preparing change orders, and reviewing submittals and shop drawings.

Opinion of Probable Engineering Cost

Description	Hours/ Week	Number of Weeks	Total Hours	Hourly Rate	Total
Principal	2	12	24	$ 265	$ 6,360
Senior Engineer	1	6	6	$ 245	$ 1,470
Project Engineer	2	6	12	$ 210	$ 2,520
Staff Engineer	4	12	48	$ 190	$ 9,120
TOTAL					$ 19,470

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE

By: _____
Cody Bass, Mayor Pro Tem

CONSULTANT

By: _____
Shawn Jenkins, President

Business License # 009340

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

City of South Lake Tahoe
Amendment 1 (C-108-2023) to the Bijou Park Class 1 Bike Trail
Engineering Design Services Professional Services Agreement with
Eastern Sierra Engineering, Inc (C-094-2021)

The Professional Services Agreement entered into on August 3, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **Eastern Sierra Engineering, Inc** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

Section 2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than December 31, 2025.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE

By: Anush Nejad

Anush Nejad, Director of Public Works

CONSULTANT

By: Shawn Jenkins (Jul 13:22028 PDT)

Shawn Jenkins, President

Business License # 009340

APPROVED AS TO FORM:

Heather Stroud (Jul 7, 2023 16:18 PDT)

Heather Stroud, City Attorney

ATTEST:

Sue Blankenship (Jul 10, 2023 08:07 PDT)

Susan Blankenship, City Clerk

CONTRACT /AGREEMENTAUTHORIZATION ROUTING FORM

STAFF CONTACT INFORMATION

- NAME: Jason Burke
- DEPARTMENT: Public Works
- PHONE: 6038
- DATE OF SUBMITTAL: 6/23/2023

CONTRACT/ AGREEMENT INFO

- NAME: Shawn Jenkins
- CONTRACTOR/CONSULTANT: Eastern Sierra Enqieerina
- START: 8/3/21 END: 12/31/25 OPTION TO RENEW: |✓|
- AMOUNT OF CONTRACT: $ Time Extension Only

BUDGET INFORMATION

ACCOUNT NO.: 301-50037-42020
BUDGET AVAILABLE: Yes
FUNDING VERIFIED: Yes
GRANT FUNDING? Source_c_os_G ___ _ Federal? Yes! I | NoO

Type of Contract

Professional Services Agreementfil_ License_D_ **MOU** D_Lease 0
Purchase Order &urchase Agreement O Construction 0
Revenue Contract m,peratioh/Coneession Agreement_0 ---D
Maintenance Agree 1 Public **Works** Coritract D Vehicle _o=:-
Motorized Equipment IT/Electronic Equipment

Brief Description:
This PSA amendment is only for a time extension in order to retain the design consultant in order to meet CDBG grant requirements. The original contract (C-094-2021) amount of $376,552 funded by CDBG remains unchanged.

Does this contract involve the following: construction, reconstruction, alteration, renovation, improvement, demolition, painti!JiL-[e-painting, and/or repair work involving any publicly owned, leased, or operated facility? YesIZ)_ No--LJ_ If **yes,** forward to Public Works for review
(Public Works Director authorization required)

Does this contract require special permltti environmental review, CEQA/NEPA, Planning Dept. review, Commission approval? YesJ7L No_LJ_ If yes, forward to Development Services Department for review ***(Director of Developmental Services authorization required)***

Reviewing Authority	Signature	Date Signed
Department Head		
Public Works Director *(where applicable)*	Anush Nejad	Jul7,2023
Dev. Services Director *(where applicable)*		
Finance Director	O. Vikkovitova	Jul7,2023
City Attorney	Heather Stroud (Jul 7, 202316:18 PDT)	Jul7,2023
City Manager	Joseph Irvin (Jul 7, 2023 16:36 PDT)	Jul7,2023
City Clerk	Sue Blankenship (Jul 10 2023 08:07 PDT)	Jul10,2023

City Council Meeting Date ***(over $60K or where applicable):*** _____

PSA_Time_Amendment-1_C-108-2023

Final Audit Report 2023-07-10

Created:	2023-07-06
By:	Andra Burnam (aburnam@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtTxz0mqs1jXPcWry98TFdq6TXU1X7m-0

"PSA_Time_Amendment-1_C-108-2023" History

Document created by Andra Burnam (aburnam@cityofslt.us)
2023-07-06 - 8:12:21 PM GMT- IP address: 128.92.139.178

Document emailed to sjenkins@esengr.com for signature
2023-07-06 - 8:14:45 PM GMT

Email viewed by sjenkins@esengr.com
2023-07-06 - 8:22:41 PM GMT- IP address: 75.140.36.246

Signer sjenkins@esengr.com entered name at signing as Shawn Jenkins
2023-07-06 - 8:22:55 PM GMT- IP address: 75.140.36.246

Document e-signed by Shawn Jenkins (sjenkins@esengr.com)
Signature Date: 2023-07-06 - 8:22:57 PM GMT - Time Source: server- IP address: 75.140.36.246

Document emailed to Anush Nejad (anejad@cityofslt.us) for signature
2023-07-06 - 8:22:58 PM GMT

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2023-07-07 - 6:53:37 PM GMT- IP address: 104.47.64.254

Document e-signed by Anush Nejad (anejad@cityofslt.us)
Signature Date: 2023-07-07 - 6:53:46 PM GMT - Time Source: server- IP address: 128.92.139.178

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2023-07-07 - 6:53:48 PM GMT

Email viewed by Olga Tikhomirova (otikhomirova@cityofslt.us)
2023-07-07 - 10:12:26 PM GMT- IP address: 104.47.65.254

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Signature Date: 2023-07-07 - 10:22:16 PM GMT - Time Source: server- IP address: 128.92.136.146

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2023-07-07 - 10:22:17 PM GMT

Email viewed by Heather Stroud (hstroud@cityofslt.us)
2023-07-07 - 11:18:02 PM GMT- IP address: 104.47.65.254

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2023-07-07 - 11:18:50 PM GMT - Time Source: server- IP address: 128.92.136.146

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2023-07-07 - 11:36:45 PM GMT- IP address: 104.47.65.254

Document e-signed by Joseph Irvin (jirvin@cityofslt.us)
Signature Date: 2023-07-07 - 11:36:54 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2023-07-07 - 11:36:56 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2023-07-10 - 3:07:30 PM GMT- IP address: 104.47.64.254

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-07-10 - 3:07:50 PM GMT - Time Source: server- IP address: 128.92.136.146

Agreement completed.
2023-07-10 - 3:07:50 PM GMT

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CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the **Third** day of **August 2021** by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Eastern Sierra Engineering, Inc**. ("Consultant").

RECITALS

A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services and Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees, schedule and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for approximately 18 months.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit A** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$376,552** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation, or expiration.

7. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

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and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, and such records shall be available at Consultant's address indicated from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents

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shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, or subcontractors hired or retained by Consultant are employees, agents, contractors, or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation, or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances, and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations, and codes of federal, state, and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of Consultant's performance of this Agreement or caused in any way by Consultant's negligence or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with the performance of work under this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

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at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:	City of South Lake Tahoe 1901 Lisa Maloff Way South Lake Tahoe, CA 96150
Provide a copy to:	City Attorney's Office City of South Lake Tahoe 1901 Lisa Maloff Way, Suite 300 South Lake Tahoe, CA 96150
If to Consultant:	ESE, Inc. ATTN: Jennifer Roman PO Box 1819 Zephyr Cove, NV 89448 775-588-7178 x 106 jroman@esengr.com
Provide a copy to:	

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be

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permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

    b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

        i. The dangers of drug abuse in the workplace;
        ii. The person's or organization's policy of maintaining a drug-free workplace;
        iii. Any available counseling, rehabilitation, and employee assistance program; and
        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

        i. Will receive a copy of the Consultant's drug-free policy statement; and
        ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

    Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit B**. Further, Consultant shall require that the

language of the certification in **Exhibit B** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By _____
Tamara Wallace, Mayor

Date 8/17/2021

CONSULTANT:

By Gerald G. Jensen
Gerry Jensen, Owner, ESI

Date 8/10/2021

Business License # 009340

APPROVED AS TO FORM:

By Heather Stroud
Heather Stroud, City Attorney

Date 8/17/2021

ATTEST:

By _____
Susan Blankenship, City Clerk

Date 8/10/2021

Attachments:

Exhibit A – Scope of Services
Exhibit B - Anti-Lobbying Certification

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EXHIBIT A

SCOPE OF SERVICES, SCHEDULE, COMPENSATION

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PROJECT UNDERSTANDING

We understand that the project premise is to construct a 10-foot wide paved bicycle trail generally along Al Tahoe Boulevard between the Al Tahoe Mobility Project at the Johnson Boulevard intersection to the South Tahoe Greenway. There are two primary alternative alignments to accomplish this connection, as indicated in Figure 1 below. Between the main entrance into Bijou Park and the connection to the South Tahoe Greenway, both alternatives include a Class 1 bike trail along the Al Tahoe Boulevard right-of-way. A portion of this segment would follow the existing trail associated with the Bijou Bike Park. From the main park entrance to Johnson Boulevard, one alternative will continue to follow Bijou Park frontage along Al Tahoe as a Class 1 trail. The second alternative would route the trail through Bijou Park. One segment would be a Class 2 alignment along widened existing park roads with a Class 1 segment that connects the Class 2 trail to Al Tahoe Boulevard near the Johnson Boulevard intersection. We have assumed that only minor relocations of existing park facilities will be required as part of the proposed project. The ESE Team's services to the City for this project includes environmental documents, design, permitting and bid assistance.

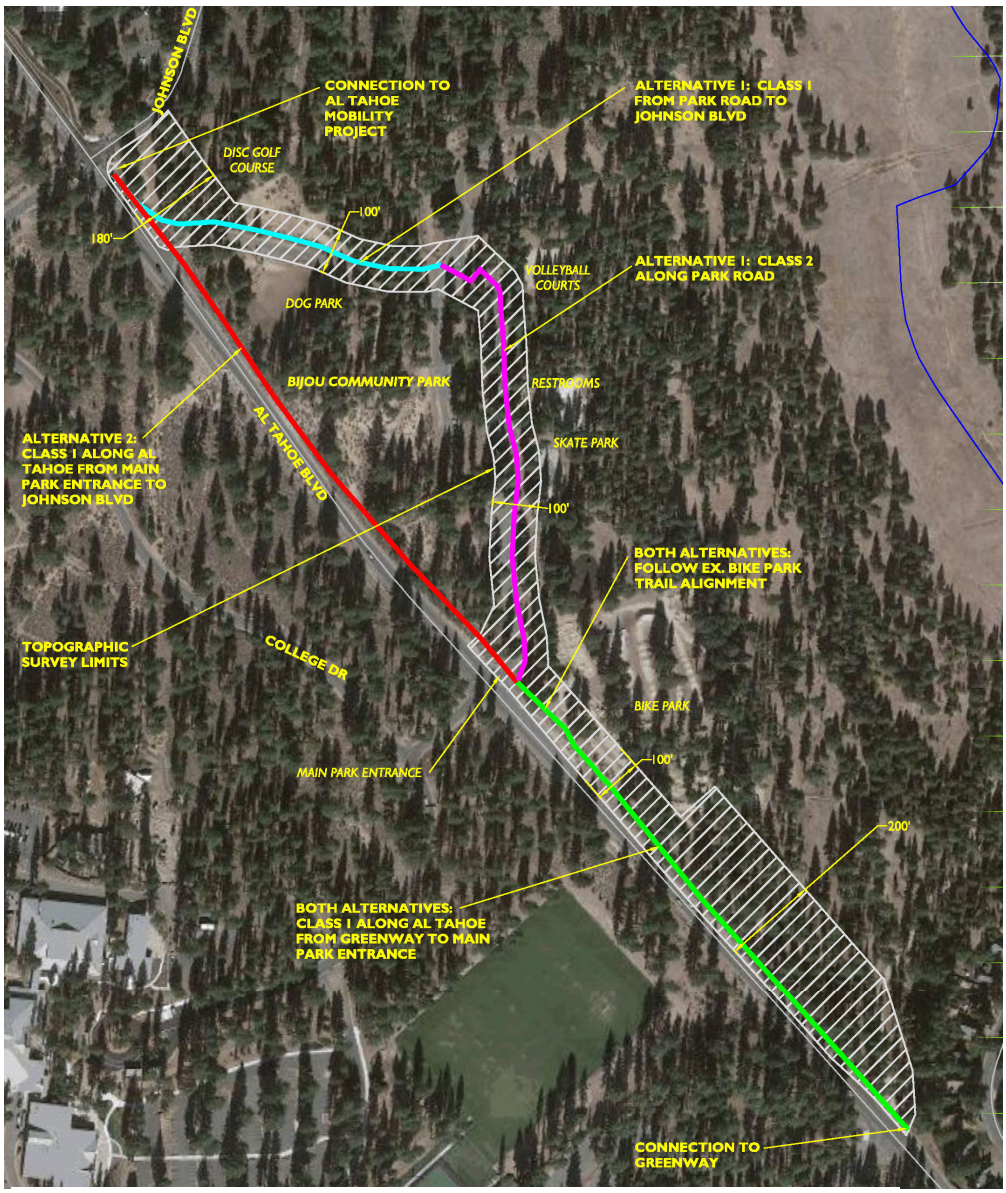

Figure 1: Proposed Project

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SCOPE OF WORK

Task 1 – Project Management, Public Outreach, Public Meetings, and Coordination

1.1 ESE will coordinate and conduct team and public outreach meetings for the project. Melton Design Group will play a significant role in our approach to public outreach, in addition to preparing presentation graphics for meetings. Through their experience with park and trail project planning, they are particularly adept in fostering public participation in the design process. As there are no private properties immediately adjacent to the proposed project, we expect that the focus of the public outreach will be to facilitate discussions of connectivity opportunities and design alternatives and options with residents of nearby neighborhoods as well as users of Bijou Park and the Greenway. Ideally, these meetings would be held near the project location, preferably at Bijou Park, to make it easier and convenient for interested parties to participate. We anticipate that the first public outreach meeting will occur at the start of the project as alternatives are being developed to introduce the project and allow attendees to provide input. The second will occur during the 30% design phase after the preferred alternative is selected by the City and ESE team. In addition, to encourage public participation in the process, the design team can assist the City in developing an online survey related to the project, and reviewing the comments received.

ESE will coordinate, schedule, prepare for and facilitate project presentations at City Planning Commission and City Council meetings. We anticipate that the first Planning Commission meeting will take place during the alternatives analysis phase and will allow the project team to introduce the alternatives developed, the matrix comparing the alternatives, and discuss the criteria used in the comparison. The second Planning Commission meeting project presentation will occur when the 30% design plans are complete; the NEPA and CEQA documents are officially adopted at this meeting with an expected Mitigated Negative Declaration determination. Once the decision is recorded after this meeting, the public comment period on the MND commences. The first City Council meeting will take place after alternatives have been developed and the process to evaluate and select an alternative is in progress. The second City Council meeting will take place after the 100% Bid Documents are complete and will serve as the authorization from the City Council to release the project for bids.

ESE will prepare all meeting agendas, presentations, public outreach materials (meeting letters & notices), sign-in sheets, renderings, plan sheets, materials samples, etc., and maintain record of meeting minutes. ESE will set up and take down all public/property owners meeting sites (two public/property owners' meetings, two Planning Commission meetings, and two City Council meetings). ESE will provide weekly update emails to the City's project manager throughout the project.

Deliverables: Agendas (Administrative Draft, Draft and Final); notices (Administrative Draft and Final); meeting graphics (Administrative Draft, Draft and Final); and, minutes (Draft and Final). Other materials presented at meetings that are produced under other project tasks are discussed under those other tasks.

1.2 ESE will meet with funding and regulatory agencies as necessary to assure project preliminary design will be permitted/approved by regulatory and funding agencies (TRPA Permit, NPDES Permit, Air Quality Permit). At this time, we anticipate two meetings with TRPA, with the first to introduce the project to staff and to determine the process to pursue to facilitate an expedient project approval. The second TRPA meeting will be to acknowledge the conditional permit. Although we anticipate the Lahontan permitting to be straightforward, ESE will also meet with Lahontan representatives during the 60% Design stage to discuss the project design and the preparation of the SWPPP. ESE will prepare meeting agendas and meeting minutes.

Deliverables: Agendas (Draft and Final); and, minutes (Draft and Final).

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1.3 As discussed in Subtask 1.1, the ESE Team will present the NEPA and CEQA documents and a Major Design Review Application based on the 30% Design package to the City Planning Commission with the intent to obtain the Planning Commission's adoption of the environmental documents and the approval of the project's major design review.

Deliverables: The materials involved in this presentation are prepared under other subtasks so there are no separate deliverables.

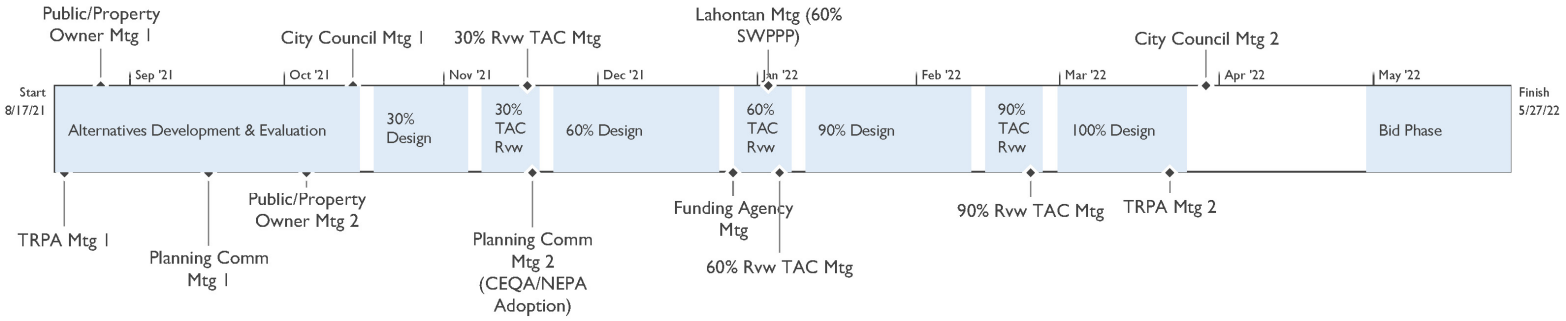
1.4 ESE will confirm that the preliminary plans provide adequate information to identify potential environmental impacts to enable the preparation of project-level NEPA and CEQA documents for the project. This will occur prior to the presentation to the City Planning Commission discussed in Subtask 1.3. ESE will confirm with all team members that any further design efforts do not trigger environmental impacts that have not already been evaluated.

Deliverables: The materials involved in this effort are prepared under other subtasks so there are no separate deliverables for this subtask.

1.5 ESE will coordinate reviews and meetings of the Technical Advisory Committee (TAC) members identified for the project by the City. ESE's coordination efforts will include distributing electronic copies of the plans, specifications and cost estimate for each design level submittal (30%, 60%, 90%) to the TAC members, and coordinating a virtual TAC meeting for each design level, involving team members in the virtual meetings as appropriate. The coordination effort will include preparing an agenda and minutes for each TAC meeting. With each design submittal starting with the 60% Design, ESE will prepare a design memorandum discussing comments received from the TAC on the prior design submittal and how those comments are addressed in the design package, or reason for not addressing the comment. Efforts to address TAC comments into the design are included in the design subtasks.

Deliverables: Agendas (Draft and Final); Minutes (Draft and Final); and, Design Memorandum (Draft and Final.

The project's meeting timeline is depicted below:



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Task 2 – Site Surveying

2.1 Turner & Associates will set a minimum of six survey control points in locations approved by the City Engineer based on California State Plane Coordinate System, Zone 2 and NAD 83 for horizontal control and NAVD 88 for vertical control.

Deliverables: A minimum of six survey control points for construction surveying purposes for the proposed project.

2.2 To better concentrate the surveying effort and subsequent cost, the design team, during the development of design alternatives, will narrow down the corridor requiring topographic survey. In order to do this, we recommend that the topographic survey field work be delayed until alternative alignments are identified. We propose staking or marking the alternative alignment through the park and surveying a 100-foot swath centered on the alignment. The survey limits used to develop this scope of work is depicted in Figure 1. We anticipate that 2010 Tahoe Basin LiDAR information will be adequate to evaluate the alternative Class I section adjacent to Al Tahoe Boulevard between the two Bijou Park driveways and that topographic survey of this alternative segment will not be required as we do not expect that this segment will be selected for design due to grade issues that would increase project costs. The topographic base map will be prepared as described in the Scope of Work Deliverables section with a one-foot contour interval and will include all surface features including buildings, park features, property lines, water quality treatment basin sites, drainage channels, curbs, sidewalks, trails, traffic signals, signal induction loops, signs, edge of pavement, power poles, drainage improvements, utility vaults, utility boxes, existing overhead and underground utilities (drainage, sewer, water, telephone, power, cable, natural gas, utility poles, guy wires, fire hydrants, valve boxes, hand-hole boxes, and vaults), fences, walls, trees, and spot elevations. The map will include street cross-sections at 25-foot stations with grade shots at grade breaks and vertical offsets extending from 100 to 200 feet from the lip of gutter on Al Tahoe Boulevard as replacement of the existing curb and gutter is not currently anticipated to be required. Cross-streets shall include cross-sections on a minimum of 25-foot intervals for a distance of at least 100 feet beyond the Johnson/Al Tahoe Blvd right-of-way; again, the cross-sections will only extend to the lip of the curb and gutter adjacent to the proposed project. We assume that the proposed project would only require tie-in of the trail to the existing curb ramps and improvements constructed as part of the Al Tahoe Mobility Project and that no utility or signal improvements will be required. The limits of the topographic survey that is the basis for our scope cost is included in Figure 1.

Deliverables: Deliverables for this task will be as described in the Scope of Work Deliverables section.

Task 3 – Hydrologic and Hydraulic Analysis

3.1 ESE will determine the stormwater runoff volume infiltration requirements for the proposed trail and propose infiltration facilities to provide adequate treatment, while also considering long-term maintenance. Depending on the adjacent grades, current and future uses, soil erodibility, vegetation condition, and with approval of the reviewing agencies, we will also evaluate whether dispersal into areas adjacent to the trail would have less impact than constructing a standard infiltration trench. We do not anticipate any impacts to existing drainage systems and assume runoff created by the new trail can be accommodated through infiltration or flow spreading techniques. We will review stormwater impacts with each design phase and incorporate calculations into the Design Report and reflect results on the plans and in the specifications as applicable. At this time, we do not believe that use of a pervious trail surface to avoid installation of infiltration facilities will be less costly in the long-term.

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Deliverables: Stormwater runoff and infiltration facility design calculations will be included in the Design Report prepared for each of the design submittals. Infiltration facility locations and details will be included on the project improvement plans. There will be no separate deliverables for the work described in this subtask.

Task 4 – Geotechnical Report

4.1 ESE will conduct a geotechnical investigation and prepare a geotechnical report.

4.2 Field work will include coordinating excavation of three trenches for profiling the soil in the project area and permeability tests will be conducted for the design of stormwater infiltration facilities. A soils hydrologic investigation and analysis will be performed if project excavations are expected to exceed five feet in depth or if groundwater interception is expected. We do not anticipate that either of these conditions pertain to the proposed project and, therefore, do not expect that a soils hydrologic investigation and analysis will be required, but we will perform such work if necessary and submit the application and documentation to TRPA for approval of the proposed excavation depth.

4.3 ESE will develop existing soils consolidation curves, optimum moisture content, and soils resistance R-values for pavement structural design; and

4.4 Provide pavement structural section specifications for the construction of the bicycle trail (Asphalt binding oil will be PG 64-28 PM).

Deliverables: Deliverables for this task will include the Geotechnical Report (Draft and Final), and a Soils Hydrologic study (Draft and Final) with application to TRPA, if required. Work related to incorporating the report recommendations and proposed excavation depth approval into the plans will be covered under those subtasks.

Task 5 – Traffic Study

5.1 Headway will prepare a Traffic Study for the project alternatives for the environmental documents.

Study Scenarios

Headway will evaluate the following scenarios: Existing and Existing Plus Project

Headway will evaluate up to three (3) proposed design alternatives considered in the preliminary design process.

Data Collection & Existing Conditions Analysis

Headway will perform site reconnaissance of the project study area including intersection and roadway lane configurations, traffic controls, bicycle, pedestrian, and transit facilities, and vehicle travel patterns. Headway will document and illustrate the existing lane configurations, intersection controls, and existing conditions. Traffic counts are excluded from this scope of work.

Impact Analysis

We will use the CEQA Environmental Checklist for Transportation/Traffic, TRPA to determine any potential environmental impacts and document the results. Level of Service will not be evaluated. Safety and the effects on multimodal travel will be points of interest for NEPA/CEQA/TRPA review purposes. Intersection operations analysis is excluded from this scope of work.

Documentation

We will prepare a Traffic/Transportation Technical Study including the following sections:

- Existing Conditions
- Project Description and Location Map

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- Existing Plus Project Conditions
- Trail Crossing Configuration Recommendations
- Impact Analysis
- Conclusions
- Identification and Results of Mitigation Measures, if any
- Figures
- Appendices

Deliverables: Headway will provide the following versions of the Traffic/Transportation Technical Study: Internal Draft (for initial City review), Administrative Draft (for team/agency coordination prior to public review).

5.2 Headway will provide general traffic engineering support during the preliminary, 60% and 90% design phases. Activities are anticipated to include offering advice, providing review, and assisting in design of unsignalized trail crossings, establishing design criteria, and applying the traffic study findings to the design. Pertinent analysis and information related to the preferred alternative will be brought forward from the environmental documents to be included in the Design Report.

Task 6 – Preliminary Plans (30%)

6.1 In conjunction with input from the City, the design team will develop two main alignments for the project. The alignment preferred by the City includes a Class I trail immediately adjacent to Al Tahoe Boulevard between Johnson Boulevard and the western Bijou Park driveway and a second section of Class I trail adjacent to Al Tahoe Boulevard between the eastern Bijou Park driveway; these Class I segments would be connected by a Class 2 alignment that would be located on widened existing park roadways, and a segment of Class I also through the park. The second alternative would replace the section through the park with a Class I alignment along Al Tahoe Boulevard. The ESE team will develop the alternative segment through the park during a site visit with representatives from City staff to identify preferred routes, identify and minimize conflict points between trail users and park traffic and users, avoid the need to relocate existing park amenities, account for future park amenities, identify locations for wayfinding opportunities, and avoid existing trees. Routes will reflect safe trail crossings of existing driveways or park roadways. The alignment will be marked, flagged, or staked during the site visit to represent the center of a 100-foot-wide swath to be subsequently field surveyed. During this same site visit, the Class I alignment segments along Al Tahoe will be determined, accounting for separation from the roadway for safety and snow removal activities, avoiding trees and excessive grades and grading, and determining fencing alignments, or replacements as applicable, for separation of the proposed trail from Al Tahoe or from the trail and the park. It is expected that the Class I alignment will follow the existing dirt trail on the south side of the existing bike park. The ESE team will discuss fencing and signage options with the city to control conflict between the proposed trail and existing bike park users and to inform trail users of the availability of the bike park and other park amenities. We understand that the Class I alignment can cross the right-of-way line of Al Tahoe Boulevard into Bijou Park, and that, in fact, the City prefers the Class I alignment along Al Tahoe to be located on the park property to the extent possible.

Once the two main alternative alignments are determined, the ESE team will prepare conceptual (10%) design plans showing the alignments and conceptual grading based on either topographic survey information developed for the project or 2010 LiDAR information. The preferred trail cross-section will include a 10-foot-wide paved trail, with two-foot compacted Class 2 aggregate base shoulders on either side. It is intended that the conceptual design plans will be prepared with each alternative depicted on a single sheet, in plan view only, with grading limits and

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conceptual trail and retaining wall improvements depicted to the extent that cost information can be prepared for each alternative for comparison purposes.

The design team will develop an alternatives matrix to numerically rank the alternatives on the following considerations:

- Horizontal Alignment
- Vertical Alignment
- Geotechnical Considerations
- Drainage & Water Quality
- Utilities
- Implementation & Construction Issues
- Operation & Maintenance Requirements
- Environmental Impacts
- Costs
- Safety
- Accessibility
- Cultural Resource Impacts
- Land Coverage
- Other factors identified by the City or ESE team

The alternatives will be evaluated numerically in matrix format and include descriptive pros and cons. The ESE Team and the City will collaboratively select a preferred alternative.

During the alternatives development process, the ESE Team will discuss park and trail theming, park entry improvements, fencing, signage, information kiosks and other wayfinding opportunities with the City for incorporation into the alternatives and further project design. We will also review opportunities for additional unsignalized crossing locations along Al Tahoe for access to other community facilities.

6.2 ESE will prepare 30% preliminary drawings of preferred alternative on the base map information prepared in Task 2, as well as existing utility information obtained from the mapping and potholing effort described in Subtask 6.3. The plans will consist of a cover sheet with vicinity and location maps and signature blocks for the City Engineer and the engineer of record, and will include the sheet index and index plan. A separate sheet will include general construction notes, a symbol and material legend and a list of abbreviations. Plan sheets will be in plan-only format and will depict demolition, the preferred trail alignment, preliminary grading, and permanent and temporary best management practices and calculations. Information will be shown in plan view only. Plan view sheets shall include existing utilities to allow strategic location of proposed improvements to minimize utility conflicts; Headway will provide general traffic engineering support during the preliminary design phase. Activities are anticipated to include offering advice, providing review, and assisting in conceptual design of trail crossings, establishing design criteria, and applying the traffic study findings to the preliminary design.

6.3 ESE will obtain utility mapping from utility companies and purveyors in the project area, including obtaining park utility information from the City. Based on this mapping and anticipated grading depths for the preferred alternative, ESE will coordinate potholing of existing utilities that may conflict with the proposed improvements. If necessary, ESE will coordinate potholing of existing utilities and document existing utility depths for incorporation into the project design and on the project plans as applicable.

6.4 ESE will discuss with the City what issues currently exist that would influence TRPA's approval of the proposed project. The TRPA permitting approach described in this proposal may need to be modified depending on the issues identified during this meeting.

ESE will prepare a Land Capability Verification application for submittal to TRPA. Based on a review of TRPA's database and historical aerial imagery, construction of the park improvements commenced soon after TRPA was first instituted; therefore, verification of pre-TRPA land coverage will not be applicable. We will confirm our approach with TRPA, but we anticipate including the three park parcels fronting Al Tahoe Boulevard in the land capability verification

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application. We will then establish a project area on these three parcels that encompasses the limits of the topographic survey performed for the project in Task 2. We will calculate the allowable land coverage based on the area of each land capability within the project area, then calculate the existing land coverage by land capability in the project area. These calculations will be tabulated and will be the basis of land coverage calculations performed for the proposed project at each of the design levels. If the proposed project creates coverage in excess of the allowable coverage in a land capability in the project area, we assume that the City has coverage that can be transferred to the project to offset the excess. Land coverage calculation tables will be updated with each design submittal and will be included on the plan sheet that depicts the project area and the verified land capability district boundaries. Preparation of these calculations is included in this subtask, but the deliverables will be included in the subtask for the preparation of plans for each design level.

Deliverables: Land Capability Verification Application Package (Draft and Final)

6.5 ESE will develop a cost estimate based on the work depicted on the 30% design plans and recent unit prices from bids received on similar projects in the area.

Deliverables: 30% Engineer's Estimate (Draft and Final)

Task 7 – Environmental Documents

7.1 <u>CEQA & NEPA Compliance Studies & Reports</u>

The following reports will support both CEQA and NEPA compliance.

<u>Cultural and Tribal Support for CEQA/NEPA</u>

ESA will conduct cultural resources studies and prepare technical reports in order to comply with the requirements of CEQA, NEPA, Section 106 of the National Historic Preservation Act, California Assembly Bill 52 (AB 52) and Caltrans. In compliance with NEPA, CEQA and applicable Caltrans Guidelines, our team will complete the following tasks:

Define Area of Potential Effects: ESA will delineate an Area of Potential Effects (APE) for the proposed Project in coordination with the City and the Project team.

Conduct Records Search: ESA will conduct a records search at the North Central Information Center (NCIC) of the California Historical Resources Information Center.

Cultural Resources Survey: This scope assumes that the APE has not been previously surveyed for archaeological resources according to current professional standards (generally considered to be a survey within the past five years by a qualified professional archaeologist). Two ESA archaeologists will conduct a pedestrian survey of the APE. Archaeological resources discovered as a result of the survey will be recorded, but will not be evaluated or tested for their potential eligibility for the National Register of Historic Places. This scope assumes up to two archaeological resources will be identified and recorded in the APE. Additional resources could be recorded and evaluated under a separate scope and budget. This scope assumes that no architectural resources requiring recordation or evaluation are present and that a Historic Resources Evaluation Report is not required.

Native American Correspondence (AB 52 and Section 106 Consultation Support): ESA will contact the Native American Heritage Commission (NAHC) to request information on known sacred sites in the vicinity and a list of Native American representatives who may have an interest in the proposed Project. ESA will draft letters for the City to send to each Native American representative, inviting the recipients to consult under AB 52 and Section 106, and requesting that the recipients contact the City with any concerns regarding potential Project impacts to cultural resources.

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Technical Reports: ESA will prepare an Archaeological Survey Report (ASR) and a Historic Property Survey Report (HPSR) in accordance with NEPA and Caltrans requirements. These reports will document the methods and findings of the background research, survey, and Native American coordination. ESA will submit one electronic draft copy of each document for review. ESA will prepare a final version of each report, incorporating one round of comments, and provide two paper copies and one electronic copy of each final version. ESA will provide a copy of the reports to the NCIC following City approval of the documents. This scope assumes there will be a finding of No Historic Properties Affected or No Adverse Effect to Historic Properties and thus a Memorandum of Agreement and/or a Historic Properties Treatment Plan would not be required.

Biological Resources Support for CEQA/NEPA

ESA will complete the following tasks related to biological resources and permitting.

Biological Resources Reconnaissance Survey: ESA will conduct database searches and reconnaissance-level biological field surveys of the study area to identify the potential for the presence of sensitive biological resources. Two biologists will conduct a reconnaissance-level survey of the study area: one wildlife biologist and one botanist/wetlands expert. The results of the reconnaissance survey and analysis will be used to inform the CEQA and NEPA compliance documents.

Based on our knowledge of the project site, this scope assumes that regulatory permitting under the Clean Water Act, State of California regulations, and TRPA regulations related to impacts to potentially jurisdictional aquatic resources will not be needed. If the biological resources reconnaissance survey determines that impacts to potentially jurisdictional aquatic resources could occur, ESA can prepare regulatory permitting applications under a separate scope.

Deliverables: Deliverables will be as noted in the description above.

7.2 CEQA Compliance

Prepare Administrative Draft IS/MND: ESA will prepare an IS/MND. The IS/MND will include a project description based on information provided by the City and the Project team. An Environmental Checklist (Appendix G of the CEQA Guidelines) will be completed to assess the level of significance of potential impacts. Each topical area will present the standards of significance; describe the affected environment; describe data sources and technical analyses used for the CEQA analysis; discuss project-specific impacts; and identify mitigation measures, if necessary. The technical analyses in the IS/MND will reflect the technical reports prepared by the project team. These technical reports include a Hydrologic and Hydraulic Analysis (Task 3): a Geotechnical Report (Task 4); a Traffic Study (Task 5); an Archaeological Survey Report (ASR) and a Historic Property Survey Report (HPSR) (Task 7); a Biological Resources reconnaissance survey (Task 7); and Air Quality and Greenhouse Gas emissions modeling (included as part of this task). If deemed necessary, ESA can complete a Noise Study to assess the potential for temporary significant impacts related to construction of the bicycle trail.

Prepare Public Draft IS/MND: Following internal City review of the administrative draft IS/MND, ESA will review the City's comments and make changes as necessary, resulting in a Public Draft IS/MND that is ready for distribution.

Prepare Notice of Completion and Notice of Intent to Adopt: ESA will prepare the Notice of Intent (NOI) to Adopt an MND and Notice of Completion (NOC) for review by the City. ESA will then submit the NOI and attached IS (including the Environmental Checklist) along with the NOC to the State Clearinghouse (electronic submittal). The City will also post these documents to their website for public review. Paper copies for public review are not

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expected to be needed. It is assumed that the City will send the NOC to the County clerk's office and will publish the NOC in the local newspaper. It is also assumed the City will pay for any submittal or posting fees.

Final IS/MND: At the close of the anticipated 30-day public review period ESA will prepare responses to comments and an errata outlining any recommended changes to the text of the Public Draft IS/MND. It is assumed that up to five substantive comments will be received on the Public Draft IS/MND.

ESA will prepare the Mitigation Monitoring or Reporting Plan (MMRP) and Notice of Determination (NOD). Within five days of the adoption of the MND, ESA will file the NOD with the State Clearinghouse. It is assumed the City will submit the NOD to the County clerk, and will pay for any submittal or posting fees, such as the California Department of Fish and Wildlife (CDFW) fee. It is assumed the City will prepare the Project findings.

Deliverables: Deliverables will be as noted in the description above.

7.3 NEPA Compliance

Prepare Administrative Draft EA: ESA will prepare an administrative draft EA which fulfills the environmental review requirements of 24 CFR Part 58 in HUD's recommended EA format. This includes analysis of the project's compliance with statutes, authorities, and executive orders related to Historic Preservation, Floodplain Management, Wetland Protection, Coastal Zone Management, Sole Source Aquifers, Endangered Species, Wild and Scenic Rivers, Air Quality, Farmland Protection, Noise Control and Abatement, Explosive and Flammable Operations, Airport Hazards, Contamination and Toxic Substances, and Environmental Justice. ESA will also address the following issues specifically called out in the HUD NEPA EA Checklist: Land Development, Socioeconomics, Community Facilities and Services, Natural Features, and Other Factors. ESA will utilize environmental analysis from Task 7.1 and supplement this analysis with NEPA/HUD-specific requirements. For example, air quality emissions will be compared to federal de minimis thresholds. ESA will include a discussion of cumulative impacts and alternatives considered. ESA will complete a records search for past contamination/hazardous materials releases; if deemed necessary by HUD, ESA can complete a Phase I Environmental Site Assessment and site visit to assess potential hazardous releases under a separate scope.

Section 106 and Section 7 Concurrence Letters: Section 106 National Historic Preservation Act documentation will be prepared as part of Task 7.1. ESA will draft a letter requesting concurrence with the findings of the documentation prepared in Task 7.1, which is assumed for the purposes of scoping to be No Historic Properties Affected or No Adverse Effect to Historic Properties. This letter will be reviewed and sent by the City to the State Historic Preservation Office.

ESA will draft a letter requesting concurrence from the U.S. Fish and Wildlife Service pursuant to Section 7 of the Endangered Species Act. For the purposes of scoping a finding of No Effect to Federally-listed species or Critical Habitat is assumed. The letter will include a summary of the biological surveys and analysis prepared for Task 7.1. This letter will be reviewed and sent by the City to the U.S. Fish and Wildlife Service.

A 30-day response will be requested from the agencies. HUD assumes compliance with the provisions of Section 106 and Section 7 if no response is received within 30 days.

Prepare Public Version EA: Following internal City review of the administrative draft EA, ESA will review the City's comments and make changes as necessary, resulting in an EA that is ready for public distribution.

Prepare Public Notice: ESA will prepare a combined draft Notice of Finding of No Significant Impact and Notice of Intent to Request a Release of Funds for the City's review. It is assumed

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that the City will finalize and publish the Notice in the local newspaper and submit to the County clerk. We assume that the City will complete and file the Request for Release of Funds and Certification.

7.4 ESE will proceed with permitting based on our meeting with TRPA described in Subtask 1.2 and our meeting with the City described in Subtask 6.4. ESE will prepare the appropriate application package and submit it with the 60% Design Plans. The initial environmental checklist will be based on the information contained in the CEQA and NEPA documents. As we do not expect that the TRPA conditional permit will not be issued prior to the preparation of the 90% plans, and despite our assumption that TRPA will be represented on the TAC, we will request that the TRPA planner reviewing the application package for the project provide any critical changes that will need to be made to the project design. We will address special conditions from the conditional permit as applicable in the 100% Bid Plans and Specifications, and coordinate the permit acknowledgment package and meeting with TRPA staff.

Deliverables: TRPA Project Application Package (Draft and Final)

7.5 ESE will prepare the Stormwater Pollution Prevention Plan (SWPPP) for the proposed project in accordance with California Regional Water Quality Control Board, Lahontan Region, requirements. The SWPPP will be based on the latest CASQA template and will reference primarily CASQA standard details, supplemented by details prepared specifically for the project.

Deliverables: SWPPP preparation is included in each of the 60%, 90%, and 100% design levels. There will be no separate deliverables for the work described in this subtask.

Task 8 – 60% Design Level PS&E Documents and Draft Design Report

8.1 The ESE Team will incorporate City comments, TAC 30% design review comments and required mitigation measures from the environmental documents into the 60% Design package;

8.2 The ESE team will add the following to the 60% Design Plans; datum, basis of bearing, and point data sheets; alignment tables; typical cross sections for each trail condition showing existing grade and proposed improvements; more refined grading; fencing, signage and trail appurtenances; signage and striping; construction staging areas; and, detail sheets. All project design components are expected to be reflected in the 60% design package. No lighting is anticipated for the proposed project, and we assume that the City would prefer to tie any proposed irrigation components to existing irrigation system controllers in the park to avoid the cost of an additional water service connection from STPUD; therefore, we do not expect any electrical work to be required as part of the design process or the project improvements. Though the scope of the proposed landscaping and irrigation improvements is expected to be minimal, landscape and irrigation information will be included in the 60% and subsequent design packages. A draft set of technical specifications will be included with this design package.

8.3 Turner will stake the proposed trail centerline based on the draft 60% plans prior to a site visit with ESE team members and the City project manager to identify any issues and confirm proposed improvements and plans correctly correspond with field conditions. Comments from the site visit will be incorporated into the final 60% design package.

8.4 ESE will develop a cost estimate based on the work depicted on the 60% design plans and recent unit prices from bids received on similar projects in the area.

8.5 The ESE team will prepare a Design Report corresponding to this level of design that will describe the proposed improvements and design decisions made. compliance with accessibility (ADA or PROWAG) standards, the alternatives analysis, topography, drainage and water quality systems; proposed construction methods; geotechnical report findings; retaining wall types (if applicable); and areas of potential environmental, historical and cultural impacts. The report will include figures showing the alternatives considered and describe the process to select the

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preferred alternative. The design report will also discuss proposed project components that do not comply with City PIES and the reasons for those departures. The SWPPP will be prepared as discussed in Subtask 7.5.

Deliverables: Deliverables for this task will be as described in the Scope of Work Deliverables section.

Task 9 – 90% Design Documents (Detailed Plans, Specifications, and Estimate)

9.1 The ESE Team will incorporate City comments and TAC 60% design review comments into the 90% design package.

9.2 The ESE team will further refine the 90% design package, including plans and specifications.

9.3 The ESE team will update the Project Design Report and SWPPP to correspond with the 90% PS&E submittal.

9.4 ESE will revise the 60% cost estimate based on the 90% plans.

Deliverables: Deliverables for this task will be as described in the Scope of Work Deliverables section.

Task 10 – 100% Bid Documents

10.1 The ESE team will incorporate City comments, TAC 90% design review comments, and TRPA special conditions from the conditional permit into the design package.

10.2 The ESE Team will further refine the documents to produce the 100% plans and specifications.

10.3 The ESE Team will update the Project Design Report and SWPPP to correspond to the 90% PS&E submittal.

10.4 ESE will provide 100% plans and specifications to finalize permits being obtained for the project. ESE will post the SWPPP in SMARTS.

10.5 ESE will revise the 90% cost estimate based on the 100% plans.

Deliverables: Deliverables for this task will be as described in the Scope of Work Deliverables section.

Task 11 – Bid Assistance During the bid phase, we will answer questions and address comments from prospective bidders that pertain to the plans and specifications. We will incorporate responses to these questions and comments as part of addenda that are prepared and issued by the City. We assume that we will contribute to three addenda. We will also review cost and experience information submitted by bidders if required as part of the bid evaluation process.

SCOPE OF WORK DELIVERABLES

Deliverables for the scope of work, including but not limited to memorandums, reports, NEPA studies, CEQA studies, consultant's project design schedule (MS Project Gantt Chart), 30%, 60%, 90% and 100% PS&E documents, and Design Report, shall be as described specifically within this Scope of Work or as listed below.

Reports and documents prepared for environmental permitting shall be provided as administrative drafts for internal City review, external drafts for City Council, agency, project stakeholders, and public reviews, and subsequently final documents. Drafts and final documents shall be provided in the following formats:

- Administrative draft: one electronic copy (MS Word/Excel/Project format);
- External draft: one hard copy and one electronic copy (MS Word/Excel/Project format); and
- Final document: a maximum of three hard copies, one electronic copy (MS Word/Excel/Project format), and one electronic copy (pdf format).

Interim graphic deliverables including but not limited to the project base map, report figures and maps, and the 30% design drawings shall be provided as administrative drafts for internal City review, external

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drafts for City Council, agency, project stakeholders, and public review, and final documents. Documents shall be provided in the following formats:

- Administrative draft: one electronic copy (pdf format)
- External draft: one full-size hard copy and one electronic copy (pdf format)
- Final Document: one full-size hard copy and one electronic copy (pdf format)

The Preliminary Plan (30%) design drawings shall be delivered in PDF. The delivered PDF drawings shall include topographic contours, spot elevations, location of existing structures, utilities, existing street improvements and the preferred design alternative.

A written summary of the survey data used to create the drawings shall be provided and shall include all relevant benchmark and tie-in information, basis of bearing, local control point information (CP's), and coordinate system data. In addition, a data table of coordinates and elevations of data is to be included.

The 30%, 60%, 90%, and 100% PS&E and Design Report submittals shall be provided in the following format:

Plan Sets:

- Three full-size sets of drawings on inkjet or medium bond paper;
- One half-size set of drawings on inkjet or medium bond paper; and
- Two electronic copies saved to a CD. One in PDF format and one in dwg format. Reports:
- Design Report (Traffic Analysis, Hydrology, Hydraulics, Stormwater Infiltration, Alternative Analysis, Permits, Existing Conditions Photos) – Submit in MS Word and PDF.

SCOPE COST

Our costs associated with the scope of work described above are summarized in the table below. Detailed cost tables are attached.

	Task Description	ESE & SUBCONSULT-ANTS*	ESE Labor	ESE Non- Labor Costs	ESA*	MDG	Headway	Turner
1	Project Management, Public Outreach, Meetings, Coordination	$50,053	**$32,720**	$-	$3,320	$12,437	$-	$-
2	Site Surveying	$25,330	**$470**	$-	$-	$ -	$-	$22,600
3	Hydrologic & Hydraulic Analysis	$2,690	**$2,690**	$-	$-	$ -	$-	$-
4	Geotechnical Report	$10,040	**$6,740**	$3,000	$-	$ -	$-	$-
5	Traffic Study	$13,630	**$320**	$-	$-	$ -	$ 12,100	$-
6	Preliminary Design (30%)	$79,377	**$21,280**	$8,000	$-	$33,515	$ 11,300	$-
7	Environmental Documents	$105,682	**$16,120**	$-	$ 81,420	$ -	$-	$-
8	60% Design	$45,046	**$11,320**	$-	$-	$22,460	$ 1,800	$6,400
9	90% Design	$24,476	**$11,080**	$-	$-	$10,378	$ 1,800	$-
10	100% Design	$12,281	**$6,800**	$-	$-	$4,983	$-	$-
11	Bid Assistance	$7,948	**$5,120**	$-	$-	$2,571	$-	$-
	Subtotal	**$376,552**	**$114,660**	**$11,000**	**$84,740**	**$86,344**	**$27,000**	**$29,000**
Total Hours		**2361**	**894**		**490**	**817**	**160**	**82**
Total ESE Labor Costs		**$114,660**						
Total Non-Labor/Subconsultant Costs		**$238,084**		**$11,000**	**$ 84,740**	**$86,344**	**$ 27,000**	**$29,000**
10% Markup		**$23,808**						
Project Total		**$376,552**						

* Task costs include labor & subconsultant markups.

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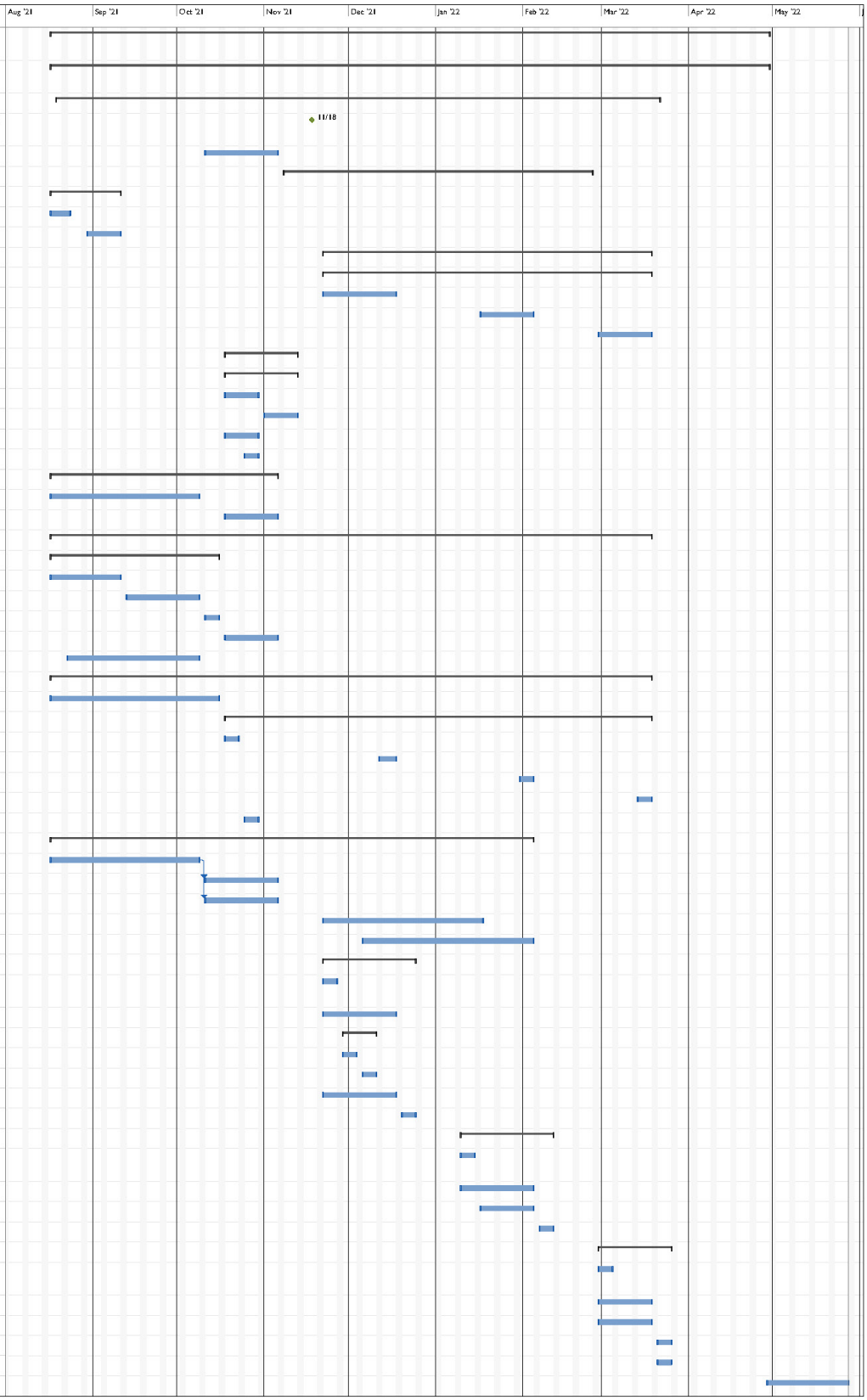
SCHEDULE: Our proposed schedule to accomplish the described work is below, and is subject to responsiveness from utilities, permitting agencies and other entities.

Task Name	Start	Finish
1. Project Management, Public Outreach, Meetings, Coordination	**Tue 8/17/21**	**Fri 4/29/22**
1.1 Design Team, Property Owner/Public, City Meetings	Tue 8/17/21	Fri 4/29/22
1.2 Funding & Regulatory Agency Mtgs	Tue 8/19/21	Tue 3/22/22
1.3 Planning Commission Major Design Review, CEQA/NEPA adoption	Tue 11/18/21	Thu 11/18/21
1.4 Identify Env Impacts in 30% Design	Mon 10/11/21	Fri 11/5/21
1.5 TAC Review Coordination	Mon 11/8/21	Fri 2/25/22
2. Site Surveying	**Tue 8/17/21**	**Fri 9/10/21**
2.1 Survey Control	Tue 8/17/21	Mon 8/23/21
2.2 Topographic Base Map	Mon 8/30/21	Fri 9/10/21
3. Hydrologic & Hydraulic Analysis	**Mon 11/22/21**	**Fri 3/18/22**
3.1 Trail Drainage & Infiltration	Mon 11/22/21	Fri 3/18/22
60% Drainage	Mon 11/22/21	Fri 12/17/21
90% Drainage	Mon 1/17/22	Fri 2/4/22
100% Drainage	Mon 2/28/22	Fri 3/18/22
4. Geotechnical Report	**Mon 10/18/21**	**Fri 11/12/21**
4.1 Geotechnical Report & Soils Hydro	Mon 10/18/21	Fri 11/12/21
Geotechnical Report	Mon 10/18/21	Fri 10/29/21
Soils Hydrologic Study	Mon 11/1/21	Fri 11/12/21
4.2 Soil Characteristics	Mon 10/18/21	Fri 10/29/21
4.3 Pavement Structural Design	Mon 10/25/21	Fri 10/29/21
5. Traffic Study	**Tue 8/17/21**	**Fri 11/5/21**
5.1 Traffic Analysis of Design Alternatives	Tue 8/17/21	Fri 10/8/21
5.2 Traffic Analysis of Preferred Alternative	Mon 10/18/21	Fri 11/5/21
6. Preliminary Design (30%)	**Tue 8/17/21**	**Fri 3/18/22**
6.1 Alternatives Development & Analysis	Tue 8/17/21	Fri 10/15/21
Develop Alternatives	Tue 8/17/21	Fri 9/10/21
Analyze Alternatives	Mon 9/13/21	Fri 10/8/21
Select Preferred Alternative	Mon 10/11/21	Fri 10/15/21
6.2 30% Plans	Mon 10/18/21	Fri 11/5/21
6.3 Utility Locations & Potholing	Mon 8/23/21	Fri 10/8/21
6.4 Land Capability (& Land Coverage)	Tue 8/17/21	Fri 3/18/22
6.4a Land Capability & Coverage Verific	Tue 8/17/21	Fri 10/15/21
6.4b Land Coverage Tables	Mon 10/18/21	Fri 3/18/22
30% Design Coverage Tables	Mon 10/18/21	Fri 10/22/21
60% Design Coverage Tables	Sun 12/12/21	Fri 12/17/21
90% Design Coverage Tables	Mon 1/31/22	Fri 2/4/22
100% Design Coverage Tables	Mon 3/14/22	Fri 3/18/22
6.5 30% Cost Estimate	Mon 10/25/21	Fri 10/29/21
7. Environmental Documents	**Tue 8/17/21**	**Fri 2/4/22**
7.1 Environmental & Cultural Studies	Tue 8/17/21	Fri 10/8/21
7.2 CEQA Initial Study & Process MND	Mon 10/11/21	Fri 11/5/21
7.3 NEPA Decision/Approval	Mon 10/11/21	Fri 11/5/21
7.4 TRPA Project Permit	Mon 11/22/21	Mon 1/17/22
7.5 SWPPP	Mon 12/6/21	Fri 2/4/22
8. 60% Design	**Mon 11/22/21**	**Fri 12/24/21**
8.1 Incorporate 30% TAC Review Comments & Env Doc Requirements	Mon 11/22/21	Fri 11/26/21
8.2 60% Plans & Specifications	Mon 11/22/21	Fri 12/17/21
8.3 Plan Proofing Site Review	Mon 11/29/21	Fri 12/10/21
8.3.1 Stake Trail (centerline(s))	Mon 11/29/21	Fri 12/3/21
8.3.2 Site Meeting	Mon 12/6/21	Fri 12/10/21
8.4 Project Draft Design Report & Draft SW	Mon 11/22/21	Fri 12/17/21
8.5 60% Cost Estimate	Mon 12/20/21	Fri 12/24/21
9. 90% Design	**Mon 1/10/22**	**Fri 2/11/22**
9.1 Incorporate 60% TAC Review Comments into 90% Design	Mon 1/10/22	Fri 1/14/22
9.2 90% Plans & Specifications	Mon 1/10/22	Fri 2/4/22
9.3 90% Design Report & SWPPP	Mon 1/17/22	Fri 2/4/22
9.4 90% Cost Estimate	Mon 2/7/22	Fri 2/11/22
10. 100% Design	**Mon 2/28/22**	**Fri 3/25/22**
10.1 Incorporate 90% TAC Review Comments into 100% Design	Mon 2/28/22	Fri 3/4/22
10.2 100% Plans & Specifications	Mon 2/28/22	Fri 3/18/22
10.3 Final Design Report & SWPPP	Mon 2/28/22	Fri 3/18/22
10.4 Finalize Permits	Mon 3/21/22	Fri 3/25/22
10.5 100% Cost Estimate	Mon 3/21/22	Fri 3/25/22
11. Bid Assistance	**Fri 4/29/22**	**Fri 5/27/22**



	Task Description	ESE & SUBCONSULTANTS*	ESE Labor by Task	Principal Engineer ($180/hr)	Senior Engineer ($160/hr)	Project Engineer ($130/hr)	Staff Engineer ($110/hr)	Senior Technician/ Inspector ($120/hr)	Sr CAD Drafter ($105/hr)	Non- Labor Costs	ESA*	MDG	Headway	Turner
1	Project Management, Public Outreach, Meetings, Coordination	$ 50,053	**$ 32,720**		134	48			48		$ 3,320	$ 12,437	$ -	$ -
2	Site Surveying	$ 25,330	**$ 470**			2			2		$ -	$ -	$ -	$ 22,600
3	Hydrologic & Hydraulic Analysis	$ 2,690	**$ 2,690**		4	4	12		2		$ -	$ -	$ -	$ -
4	Geotechnical Report	$ 10,040	**$ 6,740**	12	2			32	4	$ 3,000	$ -	$ -	$ -	$ -
5	Traffic Study	$ 13,630	**$ 320**		2						$ -	$ -	$ 12,100	$ -
6	Preliminary Design (30%)	$ 79,377	**$ 21,280**		60	24	32		48	$ 8,000	$ -	$ 33,515	$ 11,300	$ -
7	Environmental Documents	$ 105,682	**$ 16,120**		24	16	24		72		$ 81,420	$ -	$ -	$ -
8	60% Design	$ 45,046	**$ 11,320**		8	24	40		24		$ -	$ 22,460	$ 1,800	$ 6,400
9	90% Design	$ 24,476	**$ 11,080**		12	24	32		24		$ -	$ 10,378	$ 1,800	$ -
10	100% Design	$ 12,281	**$ 6,800**		8	16	16		16		$ -	$ 4,983	$ -	$ -
11	Bid Assistance	$ 7,948	**$ 5,120**		6	12	16		8		$ -	$ 2,571	$ -	$ -
	Project Total	**$ 376,552**	**$ 114,660**	**12**	**260**	**170**	**172**	**32**	**248**	**$ 11,000**	**$ 84,740**	**$ 86,344**	**$ 27,000**	**$ 29,000**
	Total Hours	**2361**	**894**	**12**	**260**	**170**	**172**	**32**	**248**		**490**	**817**	**160**	**82**
	Total ESE Labor Costs	**$ 114,660**	**$ 114,660**	**$ 2,160**	**$ 41,600**	**$ 22,100**	**$ 18,920**	**$ 3,840**	**$ 26,040**					
	Total Non-Labor / Subconsultant Costs	**$ 238,084**								**$ 11,000**	**$ 84,740**	**$ 86,344**	**$ 27,000**	**$ 29,000**
	10% Markup	**$ 23,808**												
	Project Total	**$ 376,552**												

* Task costs include labor & subconsultant markups

EASTERN SIERRA ENGINEERING

	Task Description	Totals	Air Quality Director ($240)	Project Director ($225)	Sr Traffic Analys/Sr Noise Analyst ($205)	Proj Manager/Sr Biologis/Sr Archaeologist/Sr Scientist ($190)	Air Quality Scientist GIS Technician ($160)	Water Quality Scientist/ Hydrologist ($150)	Archaeologist ($135)	Biologist/Env Scientist/Noise Analyst ($125)	Project Technician II ($120)	Non- Labor Costs
1	Project Management, Public Outreach, Meetings, Coordination	$ 3,320				14						$ 600
2	Site Surveying	$ -										
3	Hydrologic & Hydraulic Analysis	$ -										
4	Geotechnical Report	$ -										
5	Traffic Study	$ -										
6	Preliminary Design (30%)	$ -										
7	Environmental Documents	$ 81,420	6	48	28	98	72	16	110	88	10	$ 3,500
8	60% Design	$ -										
9	90% Design	$ -										
10	100% Design	$ -										
11	Bid Assistance	$ -										
	Project Total	**$ 84,740**	**6**	**48**	**28**	**112**	**72**	**16**	**110**	**88**	**10**	**$ 4,100**
	Total Hours	**490**	6	48	28	112	72	16	110	88	10	
	Total Labor Costs	**$ 80,230**	**$ 1,440**	**$ 10,800**	**$ 5,740**	**$ 21,280**	**$ 11,520**	**$ 2,400**	**$ 14,850**	**$ 11,000**	**$ 1,200**	
	Total Non-Labor / Subconsultant Costs	**$ 4,100**										**$ 4,100**
	10% Markup	**$ 410**										
	Project Total	**$ 84,740**										

	Task Description	Totals	Principal ($170/hr)	Project Manager ($136/hr)	Drafting Technician ($87.50/hr)	Administrator ($75/hr)	Non- Labor Costs
1	Project Management, Public Outreach, Meetings, Coordination	$ 12,437	8	32	70	8	
2	Site Surveying	$ -					
3	Hydrologic & Hydraulic Analysis	$ -					
4	Geotechnical Report	$ -					
5	Traffic Study	$ -					
6	Preliminary Design (30%)	$ 33,515	28	80	200	5	
7	Environmental Documents	$ -					
8	60% Design	$ 22,460	16	40	160	4	
9	90% Design	$ 10,378	6	28	60	4	
10	100% Design	$ 4,983	2	13	32	1	
11	Bid Assistance	$ 2,571	1	16		3	
	Project Total	**$ 86,344**	**61**	**209**	**522**	**25**	**$ -**
	Total Hours	**817**	61	209	522	25	
	Total Labor Costs	**$ 86,344**	**$ 10,370**	**$ 28,424**	**$ 45,675**	**$ 1,875**	
	Total Non-Labor / Subconsultant Costs	**$ -**					**$ -**
	10% Markup	**$ -**					
	Project Total	**$ 86,344**					

MDG
MELTONDESIGNGROUP, INC.

	Task Description	Totals	Principal ($230/hr)	Associate II ($180/hr)	Senior Engineer II ($160/hr)	Senior Engineer ($150/hr)	Technician ($110/hr)	Administrative Assistant ($80/hr)	Non- Labor Costs
1	Project Management, Public Outreach, Meetings, Coordination	$ -							
2	Site Surveying	$ -							
3	Hydrologic & Hydraulic Analysis	$ -							
4	Geotechnical Report	$ -							
5	Traffic Study	$ 12,100	10		40	10	10	10	
6	Preliminary Design (30%)	$ 11,300	10	50					
7	Environmental Documents	$ -							
8	60% Design	$ 1,800		10					
9	90% Design	$ 1,800		10					
10	100% Design	$ -							
11	Bid Assistance	$ -							
	Project Total	**$ 27,000**	**20**	**70**	**40**	**10**	**10**	**10**	**$ -**
	Total Hours	**150**	20	70	40	10	10	10	
	Total Labor Costs	**$ 27,000**	**$ 4,600**	**$ 12,600**	**$ 6,400**	**$ 1,500**	**$ 1,100**	**$ 800**	
	Total Non-Labor / Subconsultant Costs	**$ -**							**$ -**
	10% Markup	**$ -**							
	Project Total	**$ 27,000**							

HEADWAY TRANSPORTATION

	Task Description	Totals	One Man Survey Crew ($300/hr)	Two Man Survey Crew ($400/hr)	Three Man Survey Crew ($450/hr)	Licensed Land Surveyor ($300/hr)	Draftsman/AutoCAD ($250/hr)	Non- Labor Costs
1	Project Management, Public Outreach, Meetings, Coordination	$ -						
2	Site Surveying	$ 22,600		40		2	24	
3	Hydrologic & Hydraulic Analysis	$ -						
4	Geotechnical Report	$ -						
5	Traffic Study	$ -						
6	Preliminary Design (30%)	$ -						
7	Environmental Documents	$ -						
8	60% Design	$ 6,400		16				
9	90% Design	$ -						
10	100% Design	$ -						
11	Bid Assistance	$ -						
	Project Total	**$ 29,000**	**0**	**56**	**0**	**2**	**24**	**$ -**
	Total Hours	**82**	0	56	0	2	24	
	Total Labor Costs	**$ 29,000**	**$ -**	**$ 22,400**	**$ -**	**$ 600**	**$ 6,000**	
	Total Non-Labor / Subconsultant Costs	**$ -**						**$ -**
	10% Markup	**$ -**						
	Project Total	**$ 29,000**						

TURNER & ASSOCIATES, INC.

EXHIBIT B

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

By:_____

Shawn Jenkins, Principle Engineer

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 3

Agenda Item: Correction of Assessor Parcel Numbers for Grant of Permanent Easement to Liberty Utilities for Underground and Above Ground Utility Facilities at Harrison Avenue Parking Lot

Executive Summary: Corrected APNs for Resolution to execute Permanent Utility Easement for Liberty Utilities for the purpose of expanding infrastructure to service 12 Electric Vehicle Charging Stations at APNs 026-113-007, 026-113-008, 026-113-009, 026-113-010, 026-113-011, all City Owned Parcels.

Requested Action / Suggested Motions: Pass a Resolution Granting a Permanent Utility Easement to Liberty Utilities for the purpose of expanding infrastructure to service 12 Electric Vehicle Charging Stations at APNs 026-113-007, -008, -009, -010, and -011, all City-owned parcels.

Responsible Staff Member: Emily Dougherty, Associate Transportation Planner

Reviewed and Approved By: Anush Nejad, Director of Public Works Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01 Staff Report - Harrison Liberty Easement.docx
02-Resolution - Correction to Liberty Easement.docx
03-Grant of Easement Harrison Liberty (Exh. A to Reso).pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 12, 2025

Title: Correction of APNs for Grant of Permanent Easement to Liberty Utilities for Underground and Above Ground Utility Facilities Associated with Electric Vehicle Charging Stations

Location: 3069 Harrison Avenue, 981 Modesto Avenue, 977 Modesto Avenue, 973 Modesto Avenue and 969 Modesto Avenue, South Lake Tahoe, California (APNs 026-113-007, 026-113-008, 026-113-009, 026-113-010, 026-113-011)

Responsible Staff Member: Emily Dougherty, Associate Transportation Planner 530-542-6070

Background: In 2021, Tesla approached City Staff expressing interest in partnering in order to provide 12 electric vehicle fast chargers on City property to respond to the growing customer demand in South Lake Tahoe. The public parking lot at the corner of Modesto Avenue and Harrison Avenue was identified as the best location. Several designs were considered until one was selected with the most streamlined snow management considerations.

Liberty Utilities has a design for a new 1,600 A 277/480 Panel to serve the 12 Tesla Electric Vehicle Supercharger Ports. The design includes intercepting existing primary conduit between existing LJE73 and N-48 Box northeast of riser pole 116698. The project proposes to install a new 3 phase LJE between aforementioned facilities and run new 3-1/10 cable. The project will extend underground primary line west along Modesto Avenue and install a second LJG per cable pull calculations, and install new line north from second LJE to T-1. Cable service will be installed to customer's panel. New primary conduit will be stubbed for future use.

Issue and Discussion:

The action of Granting a Permanent Easement to Liberty Utilities was brought before City Council on May 6, 2025 but inadvertently included APN 026-113-114 which is not part of the proposed easement. The action requested is to approve a new Resolution correcting this mistake, granting a Permanent Easement to Liberty Utilities on APNs 026-113-007, 026-113-008, 026-113-009, 026-113-010, 026-113-011.

The underground and above ground infrastructure proposed by Liberty Utilities to serve the 12 Tesla Electric Vehicle Super Charger Ports are being installed in the City Right of Way and upon City Property located at 3069 Harrison Avenue, 981 Modesto Avenue, 977 Modesto Avenue, 973 Modesto Avenue and 969 Modesto Avenue. A Grant of Easement (Attachment 03) is required to construct, operate, add to, modify, maintain and remove aboveground electric line systems for the distribution and transmission of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, and other equipment, fixtures, apparatus and improvements ("Underground Utility Facilities") and transformers (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and

other equipment, fixtures, apparatus and improvements ("Additional Utility Facilities") upon, over, under and through the property legally described in Exhibit A (Attachment 04) and Exhibit B (Attachment 05), attached hereto and by this reference made a part of this Grant of Easement ("Easement Area").

Financial Implications: The City of South Lake Tahoe is granting the permanent utility easement to Liberty Utilities for and in consideration of the sum of a value less than $100 ($0.00 Transfer Tax).

Environmental Considerations: Pursuant to Public Resources Code Section 21080 and California Code of Regulations, Title 14, Section 15061(b)(3), the granting of this utility easement is exempt from the provisions of California Environmental Quality Act (CEQA) because it involves the construction or placement of minor infrastructure and does not result in significant environmental impacts. Specifically, this actions qualifies for exemption under CEQA Guidelines Section 15303 (Class 3), which covers the constructions of small structures, such as the installation of utility infrastructure.

Policy Implications: The City's Climate Action Plan addressed the need for increased use of electric vehicles in Strategy 3: Electric Vehicles (EVs) – Increase the Use of EVs to Reduce Emissions from Passenger and Transit Vehicles. Under Strategy 3, Action EV-1 states the intent to promote and incentivize EVs and EV chargers. The CAP set the metric of seeing 50 nonresidential chargers installed in South Lake Tahoe by 2030.

The CAP EV-1 directs the City to consult with the TRPA's Tahoe-Truckee Electric Vehicle Readiness Plan. Goal 1 is to 'Maximize the share of electric miles traveled in the Tahoe-Truckee Region to achieve sustainability and environmental improvement objectives, especially reducing greenhouse gas emissions, and criteria air pollutants." Performance metric 1a is "avoided environmental harms attributable to electric vehicle miles, including GHG emissions, and criteria air pollutants." Performance metric 1b is "charging stations deployed at select destinations in the Tahoe Region, for instance at popular sites such as in or near town and regional centers, retail centers, beaches, recreational areas, educational facilities, and large marinas." The City's Electric Vehicle Charger Siting Plan, adopted in May 2022, identifies the Modesto/Harrison parking lot for 12 DC fast chargers.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

August 12, 2025

Correction of APNs for Grant of Permanent Easement for Liberty Utilities for Underground and Above Ground Utility Facilities Associated with Electric Vehicle Charging Stations
(Replaces Resolution 2025-036)

BACKGROUND

A. On February 14, 2023, the City Council passed a Motion authorizing and directing the Mayor to execute a Supercharger Lease Agreement with Tesla for a term of five years contingent upon permit issuance by the City of South Lake Tahoe for the City-owned parcel at 3069 Harrison Avenue (APNs 026-113-007, 026-113-008, 026-113-009, 026-113-010, 026-113-011).

B. On February 5, 2025, the Department of Public Works issued Permit EN24-2408 for Grading and Encroachment to Liberty Utilities for the installation of underground and above ground utility infrastructure to support the 12 Tesla Superchargers.

C. As part of the installation project of the 12 Tesla Superchargers, Liberty Utilities needs to expand their infrastructure to accommodate the installation on the City-owned parcel, requiring a permanent Utility Easement be recorded.

D. On May 6, 2025 the action of Granting a Permanent Easement to Liberty Utilities was brought before City Council but inadvertently included APN 026-113-114 which is not part of the proposed easement. The action requested is to approve a new Resolution correcting this mistake, granting a Permanent Easement to Liberty Utilities on APNs 026-113-007, 026-113-008, 026-113-009, 026-113-010, 026-113-011, all City owned parcels.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Authorizes and directs the Mayor Pro Tem to execute the Grant of Permanent Utility Easement to Liberty Utilities for the property located at APNs 026-113-007, 026-113-008, 026-113-009, 026-113-010, 026-113-011, all City owned parcels, attached hereto as Exhibit “A.”

2. Authorizes and directs the City Manager to take any further actions necessary to implement the Permanent Utility Easement for the purpose of supporting the Electric Vehicle Charging Stations.

Adopted by the City of South Lake Tahoe City Council on August 12, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor Pro Tem

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

APN: 026-113-007, 008, 009, 010, 011-000
Project Number: LNC-01452
8800-0123-9352

Recording Requested by and
When recorded return to:
Liberty Utilities
Easement and Land Dept.
933 Eloise Ave.
South Lake Tahoe, CA. 96150

GRANT OF EASEMENT

City of South Lake Tahoe, 1740 "D" Street, South Lake Tahoe, CA. 96150 (Grantor) for and in consideration of the sum of a value less than $100, (**R&T 11911 $0.00 Transfer Tax**) – receipt of which is hereby acknowledged by Grantee and on behalf of them and their successors and assigns, grants and conveys to Liberty Utilities, LLC. (CalPeco Electric), a California Limited Liability Company, (Grantee) and its successors and assigns, a perpetual right and easement:

1. To construct, operate, add to, modify, maintain and remove aboveground electric line systems for the distribution and transmission of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, and other equipment, fixtures, apparatus and improvements ("**Underground Utility Facilities**") and transformers (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus and improvements ("Additional Utility Facilities") upon, over, under and through the property legally described in Exhibit A, attached hereto and by this reference made a part of this Grant of Easement ("Easement Area");

2. For ingress (entering) and egress (leaving) to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this Agreement;

3. To remove, clear, cut or trim any obstruction or material (including trees, other vegetation, and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Underground Utility Facilities or the additional Utility facilities within the Easement Area;

4. Said utility facilities are to be installed at the location as described in Exhibit "B" attached hereto and made part hereof.

APN: 026-113-007, 008, 009, 010, 011-000
Project Number: LNC-01452
8800-0123-9352

5. Notwithstanding the foregoing, with respect to the Underground Utility Facilities, Easement Area shall be reduced to an area ten (10) feet in width, being five (5) feet on each side of the centerline of the Underground Utility Facilities after same are installed in connection with Liberty Utilities project. The easement area around any additional Utility Facilities shall be reduced to three (3) feet in all directions around the perimeter of the additional Utility Facilities, as originally installed in connection with Liberty Utilities project.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantor must document Grantor's consent by signing Grantee's standard, recordable easement agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape in the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices and the National Electrical Safety Code. Grantee may use this easement to provide service to any of its customers.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

_____
Date

CITY OF SOUTH LAKE TAHOE:

_____ Cody Bass_____
Cody Bass, Mayor Pro Tem Print Name

APPROVE AS TO FORM:

_____ Heather Stroud_____
Heather Stroud, City Attorney Print Name

ATTEST:

_____ Susan Blankenship_____
Susan Blankenship, City Clerk Print Name

APN: 026-113-007, 008, 009, 010, 011-000
Project Number: LNC-01452
8800-0123-9352

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of El Dorado)

On August 12, 2025 before me, Susan Lynn Blankenship , Notary Public
(insert name and title of the officer)

personally appeared Cody Lee Bass,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Place Seal Above)

EXHIBIT “A”

JN 11282.001

A portion of that certain real property situate within Section 32, Township 13 North, Range 18 East, M.D.B.& M., County of El Dorado, State of California, being a portion of Lots 6, 7, 8, 9, & 10, Block 59, as shown and delineated on Amended Map of Al Tahoe, recorded on November 21, 1917, in Book A of Maps, Page 3, Official Records of El Dorado, State of California, being more particularly described as follows:

BEGINNING at a point on the west line of said Lot 10, from which point the northwest corner of said Lot 10 bears North 8°15’04” West, said bearing being the west line of Lot 10, a distance of 23.04 feet;

THENCE North 74°45’51” East, 13.33 feet to a point;

THENCE North 6°47’41” West, 21.43 feet to a point on the north line of said Lot 10;

THENCE along said north line of Lot 10, North 81°44’56” East, 21.15 feet;

THENCE Along a line through said Lots 6, 7, 8, 9, & 10, the following five (5) bearings and distances:

1. South 5°24’01” East, 92.76 feet,

2. South 43°40’16” East, 21.04 feet,

3. North 81°42’26” East, 150.06 feet,

4. North 33°22’27” East, 21.54 feet,

5. North 42°32’37” East, 49.67 feet, more or less, to the east line of said Lot 5, a line common to the west line of Harrison Avenue, a right of way 40 feet in width;

THENCE Along said east line of Lot 5, South 1°10’04” East, 15.37 feet;

THENCE South 38°14’32” West, 31.99 feet;

THENCE South 56°44’02” East, 24.63 feet to a point on said east line of Lot 5;

THENCE Along said east line, South 1°10’04” East, 4.24 feet, to the southeast corner of said Lot 6, also being the southeast corner of Block 59 in said A of Maps, Page 3;

THENCE Leaving said line and corner, along a line through said Lots 6, 7, 8, 9, & 10, the following six (6) bearings and distances:

1. South 81°44’56” West, 9.81 feet,

2. North 56°44’02” West, 20.88 feet,

3. South 42°34’29” West, 21.41 feet,

4. South 81°42’26” West, 157.77 feet,

5. North 61°10’11” West, 25.17 feet,

6. South 87°16’12” West, 18.37 feet, to a point on the west line of said Lot 10;

THENCE along said west line, North 8°15’04” West, 10.01 feet;

THENCE leaving said west line, along a line through said Lot 10, the following three (3) bearings and distances:

1. North 81°02’02” West, 18.31 feet,

2. North 9°51’36” West, 60.31 feet,

3. South 79°03’48” West, 16.63 feet, to a point on the said west line of Lot 10;

THENCE along said west line, North 8°15’04” West, 10.07 feet, to the **POINT OF BEGINNING** and **END OF THIS DESCRIPTION**.

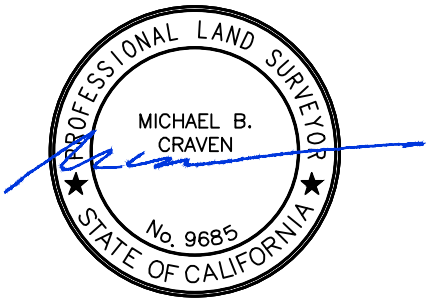
Containing 4,834 square feet, more or less.

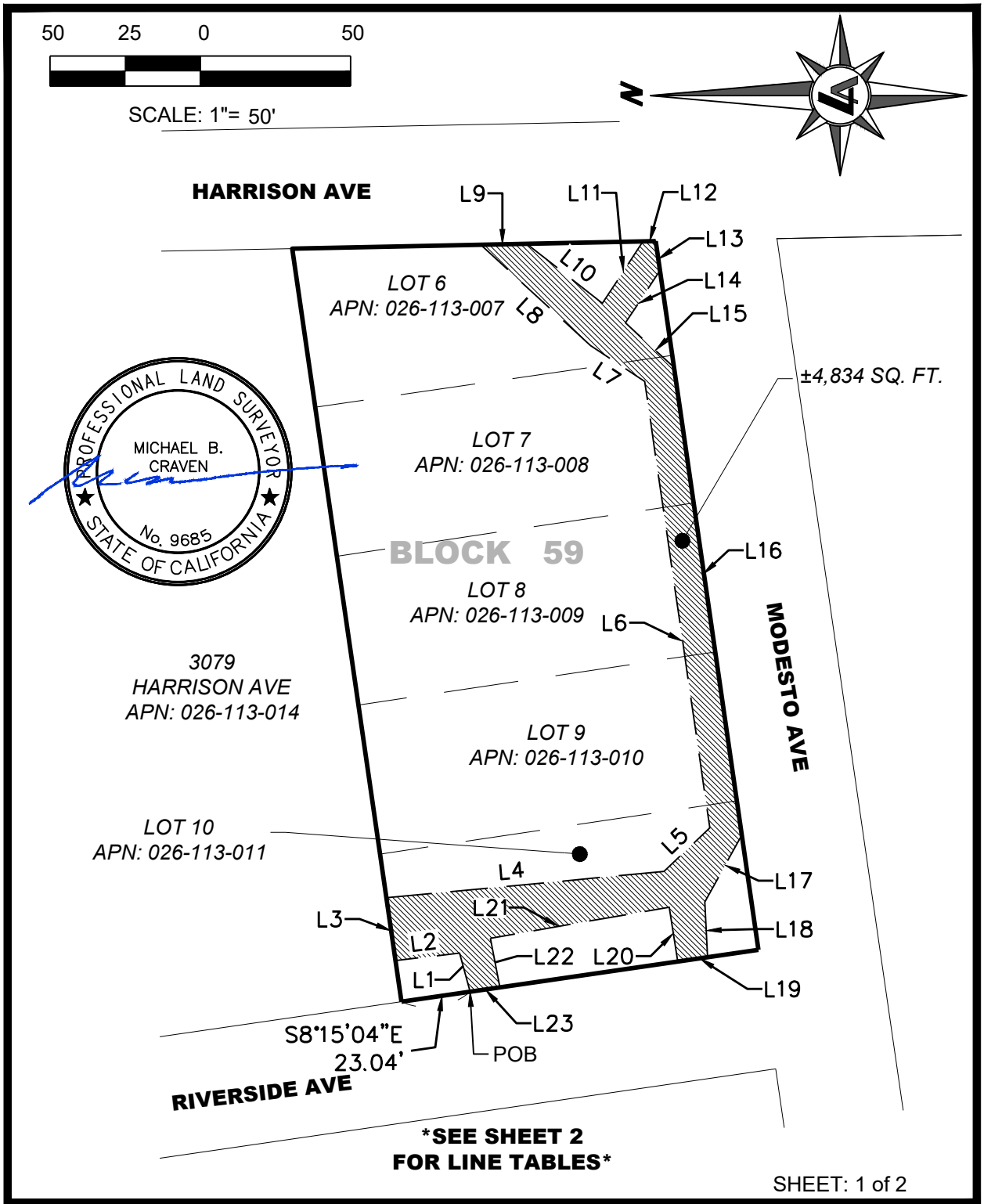
The Basis of Bearings for this description is based on the California State Plane Coordinate System Zone 2, NAD83 (2011). Distances shown are ground distances using a project combined grid to ground scale factor of 1.000376832. Record bearing of Modesto Ave, as shown on Amended Map of Al Tahoe, Recorded November, 21 1917, in Books A of Maps, Page 3, Official Records of El Dorado County, State of California, was rotated 1°12’34” counterclockwise.

Refer to Exhibit “B” attached hereto and by this reference made a part of.

Prepared by:
Lumos & Associates, Inc.
Michael Craven, PLS-9685

312 Dorla Court, Suite 202
PO Box 890
Zephyr Cove, NV 89448





SEE SHEET 2 FOR LINE TABLES

SHEET: 1 of 2

LUMOS & ASSOCIATES
312 DORLA COURT, SUITE 202
ZEPHYR COVE, NV 89448
TEL: 775.588.6490

EXHIBIT "B"
A POR. OF LOTS 6, 7, 8, 9, 10, BLOCK 59 OF THE AMENDED MP OF AL TAHOE
3069 HARRISON AVENUE
PORTION OF SEC. 32, T13N, R18E, MDM
EL DORADO COUNTY CALIFORNIA

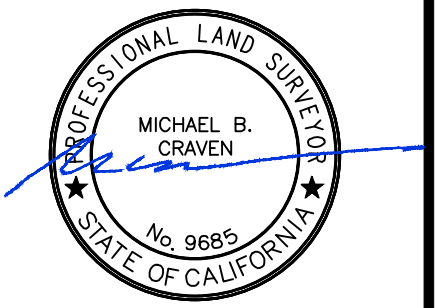
DATE: 06/2025
SCALE: 1" = 50'
JOB NO: 11282.001

LINE TABLE		
LINE	BEARING	LENGTH
L1	N74°45'51"E	13.33'
L2	N6°47'41"W	21.43'
L3	N81°44'56"E	21.15'
L4	S5°24'01"E	92.76'
L5	S43°40'16"E	21.04'
L6	N81°42'26"E	150.06'
L7	N33°22'27"E	21.54'
L8	N42°32'37"E	49.67'
L9	S1°10'04"E	15.37'
L10	S38°14'32"W	31.99'
L11	S56°44'02"E	24.63'
L12	S1°10'04"E	4.24'

LINE TABLE		
LINE	BEARING	LENGTH
L13	S81°44'56"W	9.81'
L14	N56°44'02"W	20.88'
L15	S42°34'29"W	21.41'
L16	S81°42'26"W	157.77'
L17	N61°10'11"W	25.17'
L18	S87°16'12"W	18.37'
L19	N8°15'04"W	10.01'
L20	N81°02'02"E	18.31'
L21	N9°51'36"W	60.31'
L22	S79°03'48"W	16.63'
L23	N8°15'04"W	10.07'

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE 2, NAD83 (2011). DISTANCES SHOWN ARE GROUND DISTANCES USING A PROJECT COMBINED GRID TO GROUND SCALE FACTOR OF 1.000376832. RECORD BEARING OF MODESTO AVE, AS SHOWN ON AMENDED MAP OF AL TAHOE, RECORDED NOVEMBER, 21 1917, IN BOOKS A OF MAPS, PAGE 3, OFFICIAL RECORDS OF EL DORADO COUNTY, STATE OF CALIFORNIA, WAS ROTATED 1°12'34" COUNTERCLOCKWISE.



SHEET: 2 of 2

LUMOS & ASSOCIATES
312 DORLA COURT, SUITE 202
ZEPHYR COVE, NV 89448
TEL: 775.588.6490

EXHIBIT "B"
A POR. OF LOTS 6, 7, 8, 9, 10, BLOCK 59 OF THE AMENDED MAP OF AL TAHOE
3069 HARRISON AVENUE
PORTION OF SEC. 32, T13N, R18E, MDM
EL DORADO COUNTY CALIFORNIA

DATE: 05/2025
SCALE: 1" = 50'
JOB NO: 11282.001

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 4

Agenda Item: Grant Funding Acceptance from the California Office of Traffic Safety

Executive Summary: City Council is asked to authorize the acceptance of a grant award from California Office of Traffic Safety (OTS) in the amount of $45,000.00 for special enforcement of traffic and alcohol-related crimes, running of DUI checkpoints, and press releases. Grant funds will be used to carry out enforcement related to a host of traffic and criminal violations in our community including, but not limited to, DUI enforcement, seatbelt violations, motorcycle, bicycle, and pedestrian details. It will also be used for in-state travel for related trainings, and to purchase supplies to help facilitate DUI checkpoints.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor Pro Tem to execute agreement, budget, and reimbursement of grant award by California Office of Traffic Safety in amount up to $45,000.00 to facilitate extra enforcement for traffic-related issues for Federal fiscal year 2025/2026, effective October 1, 2025, and ending September 30, 2026.

Responsible Staff Member: LT. Doug Sentell

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - California Office of Traffic Safety.docx
02-Resolution-State Office of Traffic Safety.docx
03-Grant Agreement California Office of Traffic Safety (Exh. A to Reso)
04-GRANT-PROGRAM-MANUAL-FFY-2025 (Exh. B to Grant Agreement).pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 12, 2025

Title: Acceptance of California Office of Traffic Safety Grant Award in the Amount of $45,000.

Location: Police Department

Responsible Staff Member: Lieutenant Doug Sentell, (530) 542-6520

Background:
The California Office of Traffic Safety (OTS) provides grant assistance to law enforcement agencies through the OTS Grant Program. This is a competitive grant process through OTS. The South Lake Tahoe Police Department applied for these grant funds in January of 2025. In June of 2025, we received confirmation of a grant award and the tentative grant agreement. The grant requires approval via a resolution from City Council to accept, budget, spend and reimburse the funds from the grant.

Issue and Discussion:
The Office of Traffic Safety is a tool for the City of South Lake Tahoe in enforcement of traffic-related issues and criminal offenses. The South Lake Tahoe Police Department will utilize these grant funds to carry out enforcement efforts related to a host of criminal and traffic violations in our community including, but not limited to DUIs, seatbelt usage, distracted driving, motorcycle, bicycle, and pedestrian safety issues. Grant funds may also be used to conduct details including, but not limited to, DUI patrols, motorcycle safety details, and DUI checkpoints. It may also be used to purchase supplies related to conducting DUI checkpoints. Finally, it may also be used to fund in-state travel for training.

Financial Implications:
There will be no impact to the general fund. This is a reimbursement grant from California OTS. Expenditures for the program will be reimbursed quarterly. If approved by City Council, effective October 1, 2025; budget in account 229 02110 should be amended as follows:

Revenue:	#33130	$45,000	
Expenditures:	#41040 (Overtime)		$41,000.00
	#46120 (Equipment)		$1,600.00
	#44050 (Travel)		$2,400.00

Environmental Considerations: The proposed action is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications: This grant supports Strategic Priority Three: Ensure Public Safety

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

August 12, 2025

Authorizing acceptance, budget, and reimbursement of grant award by California Office of Traffic Safety in amount up to $45,000.00 to facilitate extra enforcement for traffic and alcohol related offenses for Federal fiscal year 2025/2026 effective October 1, 2025.

BACKGROUND

A. California Office of Traffic Safety (OTS) provides grant assistance to law enforcement agencies through the OTS Grant Program.
B. The South Lake Tahoe Police Department was authorized by City Council to apply for these grant funds in January of 2025 and was awarded grant funds in amount up to $45,000.00.
C. The South Lake Tahoe Police Department intends to utilize these grant funds to carry out enforcement and education efforts related to a host of traffic and criminal violations in our community including, but not limited to, DUI saturation patrols, DUI checkpoints, seatbelt enforcement, and motorcycle, bicycle, and pedestrian details.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Authorizes acceptance, budget, and reimbursement of a grant award up to $45,000.00 to carry out enforcement efforts related to traffic and alcohol-related criminal violations within the City of South Lake Tahoe.

2. Authorizes and directs the Mayor, or the Mayor Pro Tem in the Mayor's absence, to execute, on behalf of the City Council, a grant agreement, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

3. Acknowledges that any liability arising out of the performance of this agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and OTS disclaim responsibility for any such liability.

4. Acknowledges that the funds received hereunder shall not be used to supplant expenditures controlled by this body.

5. Acknowledges that this award is not subject to local hiring freezes.

6. Authorizes increasing 2025/2026 City budget for the account 229-02110 as described in the staff report in amount up to $45,000.00

Adopted by the City of South Lake Tahoe City Council on August 12, 2025 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date: _____
Cody Bass, Mayor Pro Tem

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
South Lake Tahoe

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
South Lake Tahoe Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $45,000.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: John B. Spaeth
TITLE: Sergeant
EMAIL: jspaeth@cityofslt.us
PHONE: 530-542-6100
ADDRESS: 1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Tamara Wallace
TITLE: Mayor
EMAIL: twallace@cityofslt.us
PHONE: 530-307-0749
ADDRESS: 1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Lori Marino
TITLE: Principal Management Analyst
EMAIL: lmarino@cityofslt.us
PHONE: (530) 542-7410
ADDRESS: 1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Stephanie Dougherty
TITLE: Director
EMAIL: stephanie.dougherty@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive Suite 300
Sacramento, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: FG8YLL3CQ3J1 REGISTERED ADDRESS: 1901 Lisa Maloff Way CITY: South Lake Tahoe ZIP+4: 96150-7167

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$45,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	AMOUNT ENCUMBERED BY THIS DOCUMENT **$45,000.00**
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$45,000.00**

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
The City of South Lake Tahoe is very unique compared to most California cities. South Lake Tahoe shares a border with Nevada that has five large casinos within the first mile that offer 24 hour alcohol and entertainment. The city has a population of approximately 23,000 with approximately 2.2 million visitors to the Lake Tahoe Basin annually. Motorists in South Lake Tahoe also deal with extreme weather conditions in the winter months and heavily congested vehicle traffic in the summer months. The city also has a large portion of the population and its visitors walking, biking, or riding motorcycles during all months of the year.

The South Lake Tahoe Police department does not have a dedicated traffic enforcement unit. We will use grant funding to conduct dedicated traffic enforcement operations. We have one traffic motor officer who works traffic enforcement on a part time basis around their normal patrol officer beat functions and calls for service; They cannot currently dedicate their full focus to traffic enforcement. Additionally, the seasonal weather prohibits the motor officer from using the motor during the fall/winter months.

In 2020, the city endured the unprecedented issues caused by Covid-19. These issues included complete travel bans, the premature shut down of our ski industry, lodging bans, and a segment of people too afraid to travel. As a city built on the tourist/travel economy, the number of visitors to South Lake Tahoe dramatically reduced, oftentimes causing empty roadways. As we transitioned out of Covid restrictions, we saw a dramatic rise in visitors return to the area. These visitors brought back the congestion and conflict between vehicle, pedestrian, and bicycle traffic. Our fiscal year 21/22 traffic statistics showed an increase in several areas that reflected the increase in visitor population. Those statistics continues into the 22/23 fiscal year as well.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
Fiscal Year 2023/2024 saw significant increases in many tracked data categories. From FY 2022/2023 to FY 2023/2024 the South Lake Tahoe Police Department saw the following traffic related increases:

12.8% increase in number of injured persons from traffic crashes.
10% increase in number of injured pedestrians.
133% increase in number of injured bicyclists.
11.8% increase in number of alcohol related crash injuries.
100% increase in number of motorcycle crash related injuries.
266.7% increase in felony hit and run crashes.
18.2 % increase in nighttime traffic crash injuries.

These increase are related to a decline in officer proactivity due to increased call volume and limited staffing. This grant will allow for additional overtime activities specifically targeting the causes of these increases.

Define the target population the grant intends to serve and how they are affected by the problem(s).
The goal of the South Lake Tahoe Police Department is to target both area residents as well as the large number of tourists that come to South Lake Tahoe for a variety of offenses that have been shown to lead to traffic crashes and injuries resulting from those traffic crashes. This grant will serve both those populations to ensure that both visitors to the area as well as area residents remain safe while using South Lake Tahoe's roadways be it as motor vehicle operators, bicyclists, motorcyclists and pedestrians.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.

2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	**Target Number**
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	1
7. Conduct DUI Saturation Patrol operation(s).	7
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	6
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	1
10. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted	2

driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	
11. Participate in highly visible collaborative DUI Enforcement operations.	1
12. Participate in highly visible collaborative Traffic Enforcement operations.	1
13. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
14. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	2

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with Buy America.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).

- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$23,000.00
402PT-26	20.600	State and Community Highway Safety	$20,000.00
405e DDL-26	20.616	Distracted Driving Laws	$2,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-26	$4,000.00	1	$4,000.00
DUI Saturation Patrols	164AL-26	$2,000.00	7	$14,000.00
Collaborative DUI Enforcement	164AL-26	$3,400.00	1	$3,400.00
Traffic Enforcement	402PT-26	$1,800.00	6	$10,800.00
Street Racing and Sideshow Enforcement Operations	402PT-26	$1,800.00	2	$3,600.00
Collaborative Traffic Enforcement	402PT-26	$3,200.00	1	$3,200.00
Distracted Driving Enforcement	405e DDL-26	$2,000.00	1	$2,000.00
Category Sub-Total				$41,000.00
B. TRAVEL EXPENSES				
In State Travel	402PT-26	$2,400.00	1	$2,400.00
				$0.00
Category Sub-Total				$2,400.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-26	$1,600.00	1	$1,600.00
Category Sub-Total				$1,600.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$45,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The Certifications and Assurances are being finalized by the National Highway Traffic Safety Administration, once they are available, they will be added to the grant agreement.

California Office of Traffic Safety
Grant Program Manual
For Federal Fiscal Year 2025

This manual establishes consistent program and project management procedures for the California Office of Traffic Safety (OTS) staff and subrecipients (agencies/organizations receiving federal grant funds from the OTS) to guide the administration of the state's highway safety program in compliance with National Highway Traffic Safety Administration guidelines. Best practice requires the OTS to have a current manual which documents standard operating procedures and the management of the highway safety program. This manual contains a written record of current approved administrative and financial procedures; however, it does not specifically address all regulations. Periodic changes and additions to the manual may be necessary to meet changing federal and state laws and/or to improve program management and fiscal procedures. When an agency or organization accepts federal safety funds, it also agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period.

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COMMONLY USED TERMS & ACRONYMS

The following commonly used terms and acronyms are provided to assist manual users. Many appear in this manual, while others are used in documents associated with the grant program management process.

ADA	Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
Annual Grant Application	Annual grant application means the document that the State submits each fiscal year as its application for highway safety grants (and amends as necessary), which provides any necessary updates to the State's most recent triennial HSP, identifies all projects the State will implement during the fiscal year to achieve its highway safety performance targets, describes how the State has adjusted its countermeasure strategy for programming funds based on the annual report, and includes the application for grants under Sections 405 and 1906.
ARIDE	Advanced Roadside Impaired Driving Enforcement - Training designed to bridge the gap between SFST and DRE that enables a police officer to observe, identify and articulate the signs of impairment caused by drugs, alcohol, or a combination of both.
Authorizing Official, Grant Director, and Fiscal Official	Agency officials within a government or public entity who have the authority to obligate the agency to a grant agreement. The individuals are responsible for establishing and maintaining procedures that ensure effective administration of the approved grant and comply with grant requirements.
Budget	Broad grouping of expenses such as personnel costs, supplies, and equipment.
Buy America Act	Prohibits states or subrecipient from using highway grant funds under 23 U.S.C. Chapter 4 to purchase steel, iron and manufactured products, unless they are produced in the U.S., under $5,000.00, or a waver is granted by the Secretary of Transportation. (23 U.S.C. 313)
CalSTA	California State Transportation Agency

Caltrans	California Department of Transportation
CFDA	Catalog of Federal Domestic Assistance - Provides a listing of all federal programs available to state and local governments; federally recognized Indian tribal governments; U.S. territories and possessions; domestic public, quasi-public and private profit and non-profit organizations and institutions; specialized groups; and individuals.
CFR	Code of Federal Regulations - A listing of general and permanent rules published in the Federal Register by the Executive branch of the federal government and federal agencies.
CHP	California Highway Patrol
CPS	Child Passenger Safety
DD	Distracted Driving
DOF	California Department of Finance
DOJ	California Department of Justice
DRE	Drug Recognition Expert - A police officer trained to recognize impairment in drivers under the influence of drugs other than or in addition to, alcohol.
DUI	Driving Under the Influence
DUID	Driving Under the Influence of Drugs
EB Method	Empirical Bayesian Ranking Method - Used by researchers and statisticians to group and give varying weights to many different factors. The OTS Rankings for cities are developed using this method, which factors in not only population and daily vehicle miles traveled, but crash records and trends to arrive at a single, more accurate ranking.
EMS	Emergency Medical Services
Employee Time Certification	Used to certify that 100% of an employee's time is federally grant funded (Form OTS-26)

Equipment	Non-expendable - Tangible, personal property having a useful life of more than one year and an acquisition cost of $10,000 or more that is used only for traffic safety purposes.
Equipment Report	Details the purchase date, description, location, total cost, federal funds used, and current fair market value.
Equipment Re-Certification Report	Same as the equipment report but includes depreciation information that must be updated and filed every two years from the original date of acquisition.
FARS	Fatality Analysis Reporting System. Nationwide census providing yearly public data regarding fatal injuries suffered in motor vehicle traffic crashes. A database, created by NHTSA, of fatal traffic crashes from 1975 through present within the 50 States, the District of Columbia, and Puerto Rico. The database is updated annually and contains detailed information for crashes that result in at least one fatality.
Fair Market Value (VFM)	Is the price that property/equipment would sell for on the open market. It is the price that would be agreed on between a willing buyer and a willing seller, with neither being required to act, and both having reasonable knowledge of the relevant facts. (IRS Publication 561)
FFATA	Federal Funding Accountability and Transparency Act - Requires subrecipients to annually report each action that obligates $25,000 or more in federal funds.
FHWA	Federal Highway Administration
Fiscal Official	Fiscal or accounting official who has responsibility for the agency's fiscal/accounting records. Is responsible for ensuring costs are in accordance with the agency's standard policies and procedures and records are maintained.
GEMS	Grant Electronic Management System. The OTS on-line application and grant award system.
Grant	Federal fiscal funding awarded by the OTS to a government or public entity to address a specific behavioral highway safety issue.
Grantee	A government or public entity receiving a highway safety grant from the OTS. Also referred to as "subrecipient."

Grant Agreement	Binding document between the OTS and a government or public entity outlining the terms and conditions, and programmatic and financial responsibilities of receiving federal highway safety grant funds.
Grant Claim Invoice	Expenditures incurred in support of approved grant activities that a subrecipient may submit for reimbursement.
Grant Director	The individual responsible for establishing and maintaining procedures that ensure effective administration of the approved grant and comply with grant requirements. Is responsible for day-to-day operations of the grant.
Grants Made Easy (GME)	Templates designed to facilitate ease of preparing and submitting a grant application.
Grant Revision	A change to a grant agreement that is necessary to enhance its operational efficiency.
GPR	Grant Performance Review – A review of the subrecipient grant activities, progress in meeting goals and objectives, and financial records for compliance with federal rules.
Grant Coordinator	The OTS staff member responsible for the effective administration of grants and statewide highway safety programs.
Host Agency	A government or public entity that acts as the primary subrecipient and manager of the grant but all or most of the activity is performed by a contractor.
HVE Grant	High Visibility Enforcement is a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors. An HVE grant is awarded to a law enforcement agency to target a specific traffic safety issue such as speeding or impaired driving; highly visible enforcement is coupled with a publicity strategy designed to educate the public and promote voluntary compliance with the law.

LEL	Law Enforcement Liaison – An individual employed by OTS who provides law enforcement expertise to the OTS and its subrecipients for enforcement grant site selection, appropriate grant strategies and countermeasures, and grant development as well as contacts for local, county, and state law enforcement officials, the OTS, and the Regional Office of the National Highway Traffic Safety Administration.
NHTSA	National Highway Traffic Safety Administration - The federal agency responsible for administering the national highway traffic safety grant programs funded by federal legislation.
Non-Profit	A non-governmental entity registered as a 501(c)(3) with the California Secretary of State.
OP	Occupant Protection
Other Direct Costs	Any grant item or service costing less than $10,000 per unit.
OTS	California Office of Traffic Safety, the state's lead traffic safety organization tasked with addressing behavioral safety issues.
OTS Rankings	Office of Traffic Safety Rankings - Developed using the Empirical Bayesian Ranking Method to enable a city or county to compare its traffic safety statistics to similar sized cities and counties.
Paid Media	Advertising (print, TV, radio, display, promoted or sponsored social media) that is disseminated by the media for a fee.
PAR	Employee-maintained timesheet or log used to account for all time spent on federal and non-federal grants and other programs.
Performance Measures	The goals and objectives that describe what the subrecipient will accomplish by implementing the traffic safety grant program (goals) and the tasks or activities that will be performed in support of the goals.
PI&E	Public Information & Education - Includes educational and promotional materials, advertising, and public relations activities.

Pre-Operational Review	A meeting held during the first 90 days after the start of the OTS grant to review the grant program manual and grant requirements.
Primary Contact	Main point of contact for the grantee (subrecipient) during the duration of the grant agreement.
Program Area Review team	The OTS Grant Coordinators assigned to a program area to evaluate applications. Each team includes a program area expert.
PSA	Public Service Announcement - Public interest messages designed to raise awareness and change public attitudes and behavior towards a social issue. May be disseminated by the media for free or a fee (paid media).
QPR	Quarterly Performance Report - Prepared by the subrecipient describing tasks, activities and equipment purchases that were made in support of the goals, objectives, and objective data points in the grant.
SAM	System for Award Management- A 12-digit alpha-numeric unique entity identifier to detect different divisions of companies and provide easy reference for those seeking information.
SD/SO	Sheriff's Department/Sheriff's Office
SFST	Standardized Field Sobriety Testing - Composed of three physical exercises used by enforcement officials during a DUI detection investigation to assist in determining impairment in suspected DUI subjects.
Sole Source	Purchases or contracts awarded through a non-competitive process.
STEP	Selective Traffic Enforcement Program - Intensive enforcement of a specific traffic safety laws with extensive communication, education, and outreach informing the public about the enforcement activity.
Subrecipients	A government or public entity receiving a highway safety grant from the OTS. Also referred to as "grantee."

Subrecipient General Costs of Government	Reduction in subrecipient funds for an existing activity specifically because federal funds become available or are expected to be available to fund that same activity.
Source Documentation	Any documentation required by the OTS and/or NHTSA to support grant activities.
SWITRS	Statewide Integrated Traffic Records System - Database used by the CHP and other law enforcement agencies to capture and review crash data by jurisdiction, location, and other criteria.
Time Sheet	Approved documentation detailing work hours performed by an employee on behalf of his/her employer during a set time period (i.e., weekly, bi-weekly, overtime).
TIMS	Transportation Injury Mapping System – Developed by the UC Berkeley Safe Transportation Research and Education Center (SafeTREC) to geocode and map the statewide crashes in an efficient and simple manner.
Title VI Assessment	Form completed by the subrecipient to ensure compliance with federal statutes and regulations relating to non-discrimination.
Triennial Highway Safety Plan (3HSP)	The document that the State submits once every three fiscal years documenting its highway safety program, including the State's highway safety planning process and problem identification, public participation and engagement, performance plan, countermeasure strategy for programming funds, and performance report. Outlines the state's annual expenditure of federal highway safety grant funds for priority behavioral safety programs during the federal fiscal year (October 1 – September 30).
TSRP	Traffic Safety Resource Prosecutor - Typically current prosecutors who provide training, education, and technical support to traffic crimes prosecutors and law enforcement personnel throughout the state.
TR	Traffic Records
TRIP	Traffic Records Improvement Project

Vertical Prosecution	A method of prosecution that provides for the assignment of a prosecutor to a case from the initial point of referral to the completion of the resolution resulting in continuity and improved prosecution success.

HIGHWAY SAFETY PROGRAM

The Office of Traffic Safety (OTS), headquartered in Elk Grove, is California's lead traffic safety organization. Located within the California State Transportation Agency (CalSTA), the OTS is tasked with developing and implementing a highway safety program that addresses the behavioral factors that impact safety on the road.

> ***Vision* - "All people will be safe on California roads."**
>
> ***Mission*** *- Deliver traffic safety programs to prevent people from being killed and seriously injured in California.*

The goal of the annual program is to prevent serious injury and death resulting from motor vehicle crashes so that all roadway users arrive at their destination safely. Using Federal Highway Safety Program funds, the OTS partners with political subdivisions of the state to address California's highway safety needs at the state, county, and local level. The OTS cannot directly fund a 501(c)(3) non-profit organization; however, these entities are eligible for funding through a "host" government or public entity (subrecipient) as a contractor.

DEVELOPMENT OF THE STATE HIGHWAY SAFETY PLAN

Problem Identification & Program Areas

Data analysis is essential to understanding who is crashing, where they're crashing, and why. The OTS reviews local, county, and state crash data to identify roadway users – motorists, pedestrians, bicyclists, teens, older drivers, for example – with a statistically higher crash risk. This data, combined with citation, licensing, vehicle miles traveled, and demographic information, are analyzed to help the OTS and its partners understand what is prompting crashes and the resulting injuries and fatalities on California's roadways not only statewide, but also at the county and city level. The OTS uses crash rankings to help individual cities compare their traffic safety statistics to those of a similar population size. The OTS and cities use this data to monitor progress in addressing ongoing traffic safety problems as well as to identify emerging issues.

This information is also used to develop the Triennial Highway Safety Plan (3HSP), which details the extent of California's crash problem and how federal highway safety dollars will be distributed into priority behavioral safety programs during the federal fiscal years (October 1 – September 30). The National Highway Traffic Safety Administration (NHTSA) has identified priority areas, which the agency

determines to be effective in reducing motor vehicle crashes, injuries, and fatalities. California's 3HSP addresses NHTSA's priority program areas and others including:

NHTSA Program Priority Areas

Alcohol-Impaired Driving	Distracted Driving
Drug-Impaired Driving	Emergency Medical Services
Motorcycle Safety	Occupant Protection
Police Traffic Services	Pedestrian and Bicycle Safety
Roadway Safety and Traffic Records	Public Relations, Advertising, and Marketing Program

The 3HSP not only describes what will be done to address these program areas, but also the goals and performance measures used to gauge progress. Program goals and performance measures are selected based on severity, economic costs and number of agencies available to implement projects using proven countermeasures. Federal regulations require that the three common performance measures (fatalities, serious injuries and fatality rate) in the 3HSP have identical performance targets with the Caltrans Highway Safety Improvement Program (HSIP). These common performance targets shall be based on a five-year rolling average (only). For more information contact OTS or visit our web page at www.ots.ca.gov/About Us.

Project Solicitation and Development

The annual project selection process begins by notifying Grant Electronic Management System (GEMS) registrants through email of the open application period for the next federal fiscal year (October 1-September 30) and of funding workshop dates held each December. The message also announces when grant application forms and instructions will be available on the Grants/Apply Now page of the OTS website.

The Regional Grant Application Workshops, facilitated by the OTS staff, may be constructed to generate interest in a particular program area identified in the 3HSP and/or to address questions about the grant application process.

Additionally, the OTS staff review crash data and encourages government or public entities (i.e., law enforcement agencies, public health, fire departments, driving under the influence [DUI] courts, district attorneys, colleges and universities, school districts, and public emergency services providers) to apply for this grant funding opportunity or to attend a workshop.

All grant applications are due January 31. The table below details the grant application process timeline.

Annual Grant Cycle

Month	Activity
December	OTS announces upcoming grant application period OTS conducts grant workshops
January 31	Deadline to submit grant applications to OTS
February-May	OTS reviews and ranks grant applications
June	OTS submits grants to CalSTA for approval OTS notifies subrecipients of grant application status OTS holds pre-3HSP meeting with NHTSA (If applicable)
June - July	OTS holds pre-funding meetings with subrecipients (as needed) OTS develops draft grant agreements OTS submits 3HSP to NHTSA (If applicable)
July - September	OTS submits AGA to NHTSA OTS sends grant agreements to subrecipients for review & signatures
September	Signed grant agreements due to OTS
September 30	End of federal fiscal year
October 1	Federal fiscal year begins
October-December	OTS holds pre-operation meetings with subrecipients

Grant Eligibility

Before applying for a grant, all potential applicants should review the following list to ensure they meet eligibility requirements:

Are You Eligible for an OTS Grant?

The first step in obtaining grant funding is to determine if the project you want funded is eligible for Federal Funds administered by the OTS. Please review the information below before applying to see if your Agency and Program meet the funding criteria. Eligible applicants must meet the six criteria below:

1. Will you use the funds for one of the program areas listed below?

NHTSA Program Priority Areas

Alcohol-Impaired Driving	Distracted Driving
Drug-Impaired Driving	Emergency Medical Services
Motorcycle Safety	Occupant Protection
Police Traffic Services	Pedestrian and Bicycle Safety
Roadway Safety and Traffic Records	Public Relations, Advertising, and Marketing Program

2. Can your organization pay project expenses, and then wait 90 days to be reimbursed?
   - Project expenses are reimbursed after the grantee pays for them.

3. Is your organization a government or public entity?
   - If you are a 501c (3) non-profit organization, you will need a government or public entity as your host agency. Please contact our office for more information.

4. Have you cleared the Single Audit?

5. Do you have a SAM number?

6. Are you able to provide Traffic Safety Data that demonstrates how your program will save lives on CA roadways and be able to demonstrate using performance measures with one-year of funding?

If you are still unsure whether your project meets the criteria, contact our office for assistance at (916) 509-3030 or go to OTS Grants to start your application.

As criteria #3 indicates, the OTS cannot directly fund a 501(c)(3) non-profit organization; however, a non-profit that is registered with the California Secretary of State is eligible for funding through a "host" government or public entity (subrecipient) as a "contractor." The host agency should include funding for the "contractor" under contractual services in its grant application. The host agency, however, will be required to follow their contracting procedures. Acceptance and funding of the application does not imply an agreement or requirement for a "sole source" contract. If the contractor will receive more than $150,000 in grant funds, the host agency should conduct a pre-award review. (For more information, refer to in the Grant Requirements section of this manual.)

Grant Types

Two types of grant applications are available – **General** grants and **Grants Made Easy** (GME). A qualifying government or public entity determines which type to use based on the problem to be addressed. Problem identification should be determined through analysis of local crash data, as well as data from the California Highway Patrol Statewide Integrated Traffic Records System (SWITRS) and the OTS Rankings for California cities and counties. The rankings, which are developed using the Empirical Bayesian Ranking or EB Method, factor in not only population and daily vehicle miles traveled, but also crash records and trends. This results in a single, more accurate ranking. Rankings are available addressing fatalities and injuries; alcohol; motorcyclists; pedestrians; bicyclists; speed-related, hit and run, and nighttime crashes; and composite.

A government or public entity should apply for a General grant if it is seeking funding to address traffic safety problems other than what are listed on a GME. Unlike a GME, which includes pre-determined goals, objectives and activities by focus area (i.e., DUI Court, EMS, Occupant Protection, Pedestrian and Bicycle Safety, Probation, Selective Traffic Enforcement Program, Traffic Records Improvement Project, and Vertical Prosecution), a General grant may be customized.

Grant Application Process and Review

Application Submission

The online GEMS provides a paperless system for application entry, the OTS review, allocation of funds, budgeting, tracking expenditures, monitoring grant performance, and supporting the development of reports required by state and federal agencies.

Grant applications must be submitted through GEMS **before 11:59 p.m. on January 31** of each year. Access to GEMS application forms is only available during the open application period; however, application training resources are available year-round. First time GEMS users are required to register and must be granted access by the OTS. Returning users can login using their existing credentials. Review the OTS GEMS webpage for more guidance.

GEMS provides an application template for each grant type that conforms to federal requirements as outlined in the CFR Title 2 Subpart A Chapter II, Subpart C 200.211 including sections for:

- Agency Identification, specific information regarding the agency including the agency SAM number;
- Problem Statement that details problem to be solved;
- Supporting Statistical Data that thoroughly documents the problem;

- Proposed Solution, a discussion of what strategies will be taken to solve the problem (i.e., increased DUI enforcement, pedestrian education) and what resources it will leverage to implement the intervention;
- Goals & Objectives, both grant types call for goals and objectives that are specific, measurable, action-oriented, realistic, time-framed (SMART);
- Method of Procedure, includes a plan for daily managing of the grant (agency qualifications), and a plan for reducing reliance on federal grant funding in the future (sustainability);
- Evaluation, general and GME grant applications also outline media, data collection and reporting, evaluation, and administrative support requirements;
- Budget items and Budget Narrative, include a detailed budget estimate with supporting narrative, that includes all cost categories – personnel costs, travel expenses, contractual services, equipment (beginning FFY 2025 equipment is an item that is $10,000 or more per unit), and direct and indirect costs. Each category must be detailed by individual line items;
- Allows upload of supporting documents - While not required, it is strongly recommended that the grant application include a letter(s) of support from the governing body (i.e., Board of Supervisors, City Council) and, if applicable, the community.

All sections of the application must be complete for GEMS to accept the submission. GEMS will provide an individual application number. The system allows for multiple entry so that an application can be built over a period of time. Guidance is provided within GEMS to explain field entry requirements. However, once submitted, the application is locked and cannot be altered by the applicant. To protect the integrity of the submission, the OTS can only view the application during its review process.

All applications successfully submitted on or before the January 31 deadline will receive the following automatically generated response via GEMS:

> "Thank you for submitting your Traffic Safety Application. Applications are being reviewed for possible incorporation into our Highway Safety Plan for the next Federal Fiscal Year.
>
> You will be notified when a decision has been reached concerning the status of your application. Thank you for your interest in traffic safety."

The status of the application is automatically updated to "Submitted".

Grant Application Review

Once the grant application period has closed, each application goes through an evaluation process. The application is assigned to a Program Area Review Team. The OTS Grant Coordinators on the team review the application to determine if it:

- Will contribute to the California Traffic Safety Program;
- Is compatible with NHTSA and OTS grant funding policies;
- Falls under the OTS' funding priorities, includes best practices and is a Strategic Highway Safety Plan priority;
- Addresses a serious problem that's supported through comprehensive crash data analysis;
- Targets high-risk populations, high-risk behaviors, and high crash locations;
- Is reasonable and proportional (strategy, time frame, budget) to the identified problem; and
- Is a continuation of an existing grant, was funded within the past five years or previously submitted and denied for funding and why.

Following this in-depth evaluation, the Review Team collectively prioritizes the applications and presents their assessment to the Branch Chiefs. The final meeting to determine funding approval involves the Review Team, the Branch Chief, the Deputy Director, and Director. The OTS then forwards its application funding recommendations to the California State Transportation Agency (CalSTA) for approval. All approved applications are included in the AGA, which is submitted on or before August 1 to NHTSA for review and approval.

Risk Assessment

The OTS is required by NHTSA, prior to making an award, to evaluate and document the risk for each entity selected for federal grant funding. The OTS will assess the applicant's risk of noncompliance with federal statutes (Compliance & CERTIFICATION REGARDING DEBARMENT AND SUSPENSION), regulations and the terms and conditions of the grant as well as the applicant's financial stability, quality of management systems, history of past performance, and prior audit findings, if applicable. If the applicant does pose a risk, but the proposal has merit, the OTS may as a condition of awarding grant funds, conduct a pre-funding assessment meeting with the agency's authorities, and/or impose specific terms or conditions. This information will be used to determine the appropriate level of monitoring if a grant is awarded.

GRANT AGREEMENT & PRE-OPERATIONS MEETING

Following CalSTA review and approval of the OTS' 3HSP and funding recommendations, the OTS will notify the government or public entity via GEMS email of the status of their application. Successful applications are converted by the OTS in GEMS to a draft grant agreement and assigned a grant number.

Draft Grant Agreement

The OTS works with the subrecipient to prepare the draft grant agreement using information included in the original grant application as well as any changes to the budget and/or strategies discussed. The draft grant agreement consists of the following documents:

- *Traffic Safety Grant Agreement, Page 1 and Page 2* summarizes the terms of the contract between the subrecipient and the OTS. The page includes the grant number, grant title; name of the applicant agency; agency unit handling the grant; grant period and description; the amount of federal funds allocated; approval signatures of the Authorizing Official, Grant Director, and the Fiscal Official of the applicant agency; the authorizing official and Accounting Officer contact from the OTS; the agency's SAM number; the budget funding data; NHTSA transparency reporting requirements; and the OTS fiscal approval signature.

- The *Grant Description Schedule A* outlines the grant's purpose (supported by data), activities (i.e., strategies, tasks, reporting, evaluation method) and performance measures (goals and objectives), along with an administrative support statement from the appropriate governing body or official (i.e., city council, board of supervisors, county executive, city manager). All this information is taken directly from the original grant application and agency support letters.

- *Detailed Budget Estimate, Schedule B*, covers the entire one-year grant period (two years on an exception basis) beginning October 1 and ending September 30. Federal funding source information is provided to assist the agency with single audit compliance. Costs are divided into six categories which the government or public entity completed as applicable to its grant. (For more information on allowable costs, refer to *Direct Allowable Costs* in the Subrecipient Responsibilities & Procedures section of this manual.):

    - Personnel Costs – Includes all classifications applicable to the grant, the hourly rate (based on the method of compensation for that classification) and percentage applicable to

the grant. Overtime salaries must be broken out separately from regular pay. Reasonable cost of living increases, or merit increases are estimated and included. Benefits are included under personnel costs. Estimated costs for this category should be provided by the agencies financial official.

- Travel Expense – Includes the estimated cost of grant-related travel expenses (transportation and per diem) segregated by in-state and out-of-state travel, using the subrecipient's established reimbursement rates. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources (CalHR). For rates consult the CalHR website.

- Contractual Services – Describes the estimated cost of services to be provided for each contract awarded on the grant using descriptive titles (i.e., "CPS Training," "Evaluation Services," "Public Awareness Campaign") rather than a firm, agency, or individual names. Each contract must have its own sub-budget detailing the contractors' expenses. For each contract, the agency is required to follow its established contracting policies. Approval of the grant agreement does not imply agreement for a "sole source" contact.

- Equipment – Includes the estimated cost of each equipment item that costs $10,000 per unit (FFY 2024 and prior is $5,000 per unit) or more and has a useful life of more than one year. The total cost of equipment (without discounts) includes modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for grant purposes as well as tax, shipping and installation.

- Other Direct Costs – Details the estimated cost of any other allowable direct grant expenses not covered under the previous categories including services not requiring contractual agreements and minor equipment such as office supplies, printing, educational materials, radar devices, child safety seats, bike helmets, and checkpoint supplies that support the grant goals and objectives. The agency must follow its established procurement policies. (Note: If a line item cost in this category is based on an allocation, it must be identified in the line item title as "Allocated Office Supplies" or "Communication Allocation." Cost allocation plans may be requested to determine if costs are equitably distributed to the grant.)

- Indirect Cost – Details costs incurred for common or joint purposes (i.e., phone, supplies, administrative salaries) that are not a direct grant

cost. An indirect cost benefits more than one cost objective and should be prorated equitably among all applicable functional areas. For more information on indirect costs, refer to *Allowable Indirect Costs* in the Subrecipient Responsibilities & Procedures section of this manual.) Estimated costs for this category should be provided by the agencies fiscal official and supported by a current FFY Indirect Cost Rate approval letter from a federal agency.

- *Budget Narrative, Schedule B-1*, which provides line item descriptions, in the same order as the costs detailed in the budget estimate (Schedule B), and their relationship to the grant. The narrative addresses the following:
  - Personnel Costs – Explains grant-related activities and/or responsibilities for personnel and provides itemized employee rates and benefits. (Since actual benefit costs differ for straight time and overtime hours, both rates are identified and itemized in their own benefit line.)
  - Federal guidelines prohibit using Federal grant funds to pay for routine and/or existing state or local activities that carry out the overall responsibilities of state, local, or federally recognized Indian tribal governments. This practice is known as General Costs of Government. If a grant includes funding for straight time personnel, the OTS requires that the subrecipient include the following statement:
  - "Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency."
  - Travel Expenses – Details the travel necessary to complete grant objectives including conferences, seminars, training and/or out-of-state trips and corresponding costs using the subrecipient's established travel policies and reimbursement rates. If no policy exists, it is noted in the narrative. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources. For rates consult the CalHR website.
  - Contractual Services – Includes a brief description of the services provided by each contract identified in the budget estimate and how they relate to the grant objectives. Each contract must have its own sub-budget with detail. (For more information on contractual services, refer to (Contractual Services) in the *Grant Requirement* section, and

(Financial Management)in *Subrecipient Responsibilities & Procedures*, and also Contractual within the same section.)

- Equipment – Includes a brief description of the item(s) identified in the budget estimate, how it (they) will be used and if costs include any attachments, accessories, auxiliary apparatus, installation, or modification. Equipment brand names are not used.

- Other Direct Costs – Provides a brief description for each line item in the budget estimate by expense type, indicating how they support the grant goals and objectives. (For more information on other direct allowable costs, refer to *Other Direct Costs* the Subrecipient Responsibilities & Procedures section in this manual.)

- Indirect Cost – Provides a brief description of how costs will be calculated (i.e., salaries, salaries and benefits). (For more information on indirect cost, *refer to Allowable Indirect Costs* in the Subrecipient Responsibilities & Procedures section in this manual.)

- *Certifications & Assurances*, which document the federal terms, assurances and certifications that apply to the agreement between the OTS and the subrecipient. These may be reviewed in *Appendix A* in this manual.

Final Grant Agreement

Once the draft grant agreement is approved in GEMS, it is converted into a final grant agreement. The assigned OTS Grant Coordinator e-mails a copy to the Primary Contact and Authorizing Official listed on the agreement with completion instructions. The official will also receive a GEMS User Authority form (see Authorizing Officials in the Subrecipient Responsibilities section) to designate individuals who can represent the agency for grant activities. The Authorizing Official, Grant Director, and the Fiscal Official will electronically sign the grant and the designation form. If the agreement requires governing body approval, the agency should notify the OTS of the timetable for that process.

Once the agreement is returned to the OTS, the agreement is signed by the appropriate OTS authority. The agency will then receive notification that the grant is active and can be viewed and downloaded from GEMS.

The signatures of the authorized representatives indicate that the subrecipient agrees to comply with the requirements outlined in the grant agreement. The subrecipient may not proceed with any expenditure associated with the grant

until the authorizing Official receives notification from the OTS and it is on or after the effective grant start date.

Pre-Operational Review

The OTS conducts a pre-operational review with all subrecipients within the first 90 days (between October and December) after the grant period begins. The review is conducted either by phone, virtually, or in-person with the OTS Grant Coordinator at a mutually agreed upon time and location. Since the purpose of the meeting is to review in detail the grant operational and fiscal requirements outlined in the OTS Grant Agreement, the individual(s) responsible for administering the grant should attend the meeting. The Authorizing Official, Fiscal Official, and Grant director are strongly encouraged to participate in the pre-operational review, if available. The OTS Grant Coordinator will review the grant goals and objectives along with base year data; equipment report, if applicable; the grant claim invoice and detail; and quarterly performance report. After the meeting, the Pre-Operational Review, which lists all who were in attendance, what was discussed and any other pertinent information, is completed by the OTS Grant Coordinator in GEMS.

GRANT REQUIREMENTS

Reimbursement of approved grant expenditures is contingent upon the subrecipient complying with all **grant requirements** and the appropriation of sufficient funds by the federal government and the California Office of Traffic Safety. The OTS does not represent or guarantee the availability of federal highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, the OTS may immediately terminate or reduce the grant award upon written notice to the subrecipient's Authorizing Official.

Once a grant has been awarded and becomes effective, the OTS reimburses the subrecipient for actual expenditures related to approved activities. Only costs incurred within the approved grant period and that do not exceed the federally obligated funds as indicated in the agreement are reimbursed. The goals and objectives outlined in the grant should be accomplished during the grant period and within the approved budget.

Federal & State Regulations Governing the OTS Grants

The Office of Management and Budget (OMB) 2 CFR Part 200, Uniform Guidance for Federal Awards, is the federal administrative regulation under which the OTS grants operate. Agencies receiving highway safety funds must adhere to these requirements. The OTS is as restrictive as the requirements of

2CFR Part 200 and 2 CFR Part 1201 (implementing regulations). However, in some cases, the OTS may be more restrictive to allow time for the submission of reports to NHTSA which include subrecipient information. (Refer to AppendixD, General Terms and Conditions in this manual.)

The expenses and costs eligible for reimbursement under the highway safety program are those stipulated in the approved grant budget. To be allowable, costs must be necessary, reasonable, allocable, and expended according to the appropriate federal and state statutes or grant regulations outlined in 2 CFR Part 200.416 and Appendix VII (for state, local or tribal government), 2 CFR Parts 200.418 and 200.419 and 2 CFR Part 200 Appendix III (for educational institutions) and 2 CFR 414, and Appendix IV (for private non-profit organizations other than higher education institutions or hospitals). When evaluating reasonable cost, subrecipients should consider the following:

- Is the cost generally recognized as ordinary and necessary for the performance of a government or public entity?
- Does the cost exceed the market price for comparable goods or services?
- Was restraint used and requirements followed (i.e., sound business practices, arm's length bargaining)?
- Did the person act prudently and responsibly in expending public funds?
- Did the subrecipient adhere to established procurement practices thereby ensuring the cost to the OTS is justifiable?

All procurement and contractual transactions must be conducted in a full, open and competitive manner consistent with the standards of 2 CFR Part 200.318. Sole source procurement or contracting is discouraged, because it is inconsistent with a policy of full and open competition. Grant management rules require the OTS to monitor subrecipients to ensure compliance with applicable federal requirements and cost principles. (For more information, refer to the Monitoring section in this manual and *Audit* information provided below.)

Audits

Audits are conducted to determine the fiscal integrity of financial transactions and reports, as well as compliance with laws, regulations and administrative requirements. All grants awarded by the OTS are federally funded by the U.S. Department of Transportation/NHTSA and recorded in the catalog of Federal Domestic Assistance (CFDA). If a subrecipient or its parent agency expends over $750,000 in federal funds from any source, a single audit procedure is required by the Single Audit Act for State and Local Agencies, 1996

Amendments, Public Law 104-156. Current code 2 CFR Subpart F - Audit, Part 200.501 describes the audit requirements. All agencies meeting this threshold, must submit a copy of their completed audit to the California State Controller's Office.

State highway safety offices are required to review the Federal Agency Clearinghouse for existing audits submitted by entities meeting the $750,000 threshold. Annually in July, all proposed and current subrecipients that have not met the federal single audit requirement receive a letter from the OTS requesting resolution. If a subrecipient is unable or unwilling to have an audit conducted in accordance with 2 CFR Subpart F - Audit, Part 200.501, the OTS may administer the following sanctions: withhold a percentage of the grant award, withhold or disallow overhead cost, suspend the grant until the audit is conducted or an exemption certification is submitted, or terminate the grant.

In addition to the federal single audit requirement, the California Department of Finance Office of State Audits and Evaluations (OSAE) conducts financial and compliance audits and monitoring activities on behalf of the OTS in accordance with government audit standards. These audits are performed to aid the OTS in complying with federal audit requirements and grant fund oversight. (For more information, refer to the Monitoring section in this manual)

Federal Funding Accountability & Transparency Act

Passed by Congress in 2006, the Federal Funding Accountability and Transparency Act (FFATA) requires the OTS to report each action (sub-award and executive compensation) that obligates $25,000 or more in federal funds during the grant year. The subrecipient is exempt from this requirement if, during the previous year, its gross income from all sources was less than $300,000.

Procurement Standards (Competitive & Sole Source)

A subrecipient of federal grant funds awarded by the OTS must follow the same policies and procedures it uses for procuring goods and services with non-federal funds provided they conform to applicable state laws as well as federal laws and standards outlined in 2 CFR Part 200.318. A copy of the subrecipient's established procurement procedures must be readily available for audit purposes upon request from the OTS. State government agencies must comply with contract and procurement policies and procedures set forth in the California State Administrative Manual and the California State Contracting Manual. Three competitive bids should be secured for each purchase or service.

Purchases or contracts awarded by a non-competitive process or sole source are allowed only when small purchase procedures, sealed bids or competitive proposals are unfeasible, and the following applies:

- Goods or services are only available from a single source.
- Public need or emergency will not permit a delay resulting from a competitive solicitation.
- Competition is determined to be inadequate after soliciting a number of sources.

Sole source approvals must be granted in accordance with the subrecipient's procurement and contracting directives addressing non-competitive procurement and contracting. All exceptions must follow state guidelines.

Buy America Act - 23 USC 313
Prohibits states and their subrecipients from using highway grant funds to purchase products over $5,000.00, unless they are manufactured or assembled in the U.S. This prohibition applies to steel, iron and all manufactured products, unless a waiver is granted by the U.S. Secretary of Transportation. There is no minimum purchase threshold that exempts the need for a waiver under the Buy America Act.

The Buy America Act is also contained within Appendix A - Certifications and Assurances for Highway Safety Grants, which become a part of a signed grant agreement.

Contractual Services

Subrecipients may use consultants and contractors, secured through a competitive bid or proposal as previously described in the Procurement Standards in this manual, to achieve the goals and objectives outlined in a federal funded highway safety grant. However, the subrecipient should not enter into a contract until the grant agreement is signed and authorized by the OTS, and effective after the grant start date. The subrecipient is responsible for verifying contractor eligibility by checking the System for Awards Management website or adding a self-certification clause or condition to the contract (see Certification Regarding Debarment and Suspension included in Appendix A of this manual).

The subrecipient is responsible for managing all contracts issued using the OTS grant funds including:

- Ensuring the contractor complies with all contract provisions.

- Ensuring services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.
- Ensuring that all work is completed and accepted before the contract expires.
- Assessing and requesting amendments, renewals or new contracts as required allowing sufficient time to process and execute these changes before the contract expires to prevent lapse in service.
- Ensuring that contracts are amended after any grant agreement revision that affects the contract terms.
- Reviewing and approving invoices for payment, ensuring payments are made in accordance with contract terms, all costs are budgeted and allowable, and work has been performed.
- Monitoring contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
- Verifying all requirements of the contract are fulfilled before submitting the final invoice.
- Ensuring that all Personnel Activity Reporting (PAR) requirements are met. (For more information, refer to *Personnel Source Documentation* in the *Direct Allowable Cost & Source Documents* section in this manual.)

Nothing contained in the grant agreement creates a contractual relationship between the OTS or the State of California and the contractor. The subrecipient is responsible for monitoring the activities of the contractor to ensure it is achieving the desired results as outlined in the contract and grant agreement, and that federal grant funds are used for purposes authorized in the grant agreement and in compliance with federal and state statutes and regulations. The subrecipient, not the OTS or the State, is responsible for paying its contractors.

The subrecipient is the responsible party and remains liable for the performance of the terms, conditions, assurances, and certifications of the grant agreement that specifically relate to the contractor. The subrecipient is as fully responsible to the OTS and the State for the acts and omissions of its contractors and the contractor's employees as it is for its own employees. In the event of a contractual and/or administrative issue arising out of a contract entered into in support of the grant agreement, the subrecipient, not the OTS or the State of California, is responsible for resolving all disputes, claims or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct on the part of the contractor.

Non-Profits

Contractual agreements with 501(c)(3) non-profit organizations ("contractors") registered with the California Secretary of State are allowable and must be on a cost reimbursement basis and include detailed budgets with budget narratives descriptive enough to limit misinterpretation of allowable cost items. If the value of the contract is more than $150,000, the host agency is responsible for conducting pre-award reviews, as necessary, to determine if the non-profit can perform in accordance with the terms, conditions and specifications in the contract and all applicable state and federal requirements. The review should determine:

- the propriety of the amounts in the cost proposal;
- the ability of the contractor's accounting system to accumulate and segregate reasonable, allocable and allowable costs for charges related to the contract; and
- that the agreement complies with all applicable state and federal procurement criteria.

The pre-award audit may be waived if the non-profit has a successful history with the host agency.

Traffic Enforcement Agencies

A subrecipient's traffic enforcement personnel and any equipment funded under a grant agreement must be solely dedicated to grant supported enforcement tasks unless a crime is committed in the officer's presence, the officer is responding to a distress call, or all available enforcement personnel are responding to a riot. Nothing in the grant agreement (i.e., goals, objectives) should be interpreted as a formal or informal requirement that a police officer issue a specified or predetermined number of citations.

Institutions of Higher Education

Colleges and universities may enter into contracts to perform applicable provisions of a grant agreement. The terms and conditions of a grant agreement is detailed in Appendix B.

Limitation of Liability

The subrecipient is responsible for the settlement of any and all claims and lawsuits arising from or incident to the OTS' non-payment of a subrecipient's claim. The subrecipient expressly acknowledges that their responsibility including the payment of all damages, expenses, penalties, fines, costs, charges, and attorney fees, if the claims and lawsuits are based upon the OTS'

nonpayment of claims. The subrecipient will defend any suits brought upon all such claims and lawsuits and pay all costs and expenses.

The agreement entered into with the OTS is subject to any applicable restrictions, limitations or conditions entered by the U.S. government subsequent to the execution of the grant agreement.

SUBRECIPIENT RESPONSIBILITIES & PROCEDURES

When a government or public entity accepts federal highway safety funds, it agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period. The government or public entity designated Subrecipient Authorizing Official will be notified in writing of any changes via email and/or mail.

It is critical that the agency officials carefully review the federal regulations outlined in 2 CFR Part 200 and 1201 and the certifications and assurances included in the grant agreement and in Appendix A and B in this manual. The Governor is the responsible official for the administration of California's highway safety program through the OTS (which has adequate powers and is equipped and organized to carry out the program) and must assure compliance with applicable statues and regulations. By accepting federal highway safety funds, the government or public entity or subrecipient is also bound by these certifications and assurances.

Authorizing Official

The Authorizing Official has contract binding authority. Once the grant agreement is finalized by the OTS, the Authorizing Official will receive from GEMS an alternate signature/GEMS user authority email. The attached GEMS User Authority form (OTS-55) allows the official to delegate up to five (5) authorized users. The form is submitted to OTS via email. Retain the original form in the agencies official grant file. All individuals listed on this form and will be able to log in to GEMS for all matters relating to the OTS grant, including, but not limited to, completing and submitting Quarterly Performance Reports (QPRs) and reimbursement claims.

Grant Director

The Grant Director (i.e., police chief, police sergeant, traffic engineer) is responsible for establishing operating procedures and controls that ensure adequate administration of the grant in accordance with the terms of the agreement as well as all applicable statutes and regulations. He/she is responsible for meeting work schedules, maintaining costs within the approved

budget(s), compiling sufficient documentation to validate grant progress and fund expenditures, submitting timely and complete grant reports, and the grant evaluation. The Grant Director must be available for periodic operational reviews with the OTS Grant Coordinator.

Fiscal or Accounting Official

In addition to the Grant Director, the subrecipient must also identify the Fiscal or Accounting Official who is responsible for ensuring that budgeted costs comply with the agency's standard policies and procedures and that the agency's accounting system conforms to generally accepted accounting principles. The Fiscal Official should also carefully review the federal regulations outlined in 2 CFR Part 200 and 2 CFR Part 1201 and the certifications and assurances included in the grant agreement and in Appendix A and B in this manual.

Change Authorized Officials or Delegation

Contact the OTS for changes to the Agency officials listed on Page 1 of the grant agreement, submit an email detailing the change. The OTS will provide further instruction by email. Resubmit the OTS-55, should changes occur to those listed on that document.

Financial Management

The subrecipient must have adequate and appropriate internal controls in place for every OTS grant that assures awards are managed in compliance with state and federal statutes and regulations. These controls should ensure that all cash, real and personal property, and other assets are safe guarded and used solely for purposes authorized in the grant agreement.

A separate account or fund must be established for each highway safety grant and all grant costs should be separately and accurately recorded. Additionally, the Fiscal Official should ensure that all claims for reimbursement are limited to those specifically authorized in the grant agreement and that they are prepared using grant accounting records or a process that reconciles claims at least quarterly with the grant records.

While the OTS establishes an electronic copy file for each grant, it is strongly recommended that copies of all financial records pertaining to a grant be stored in a grant file (hard copy, electronic, or both) maintained by the subrecipient's Fiscal Official or Authorizing Official. This will make it easier to submit claims, complete status reports, respond to questions, and reference documents. The file should include information pertaining to grant awards, authorization, financial obligations, unobligated balances, assets, expenditures, and, if applicable, income (contact OTS for additional reporting requirements).

It should also include a copy of the subrecipient's internal purchasing policies and procedures. At a minimum, the policies must meet state requirements; they may not be less stringent. If no written policies exist, the subrecipient is subject to the state's purchasing guidelines.

Subrecipients must maintain records that sufficiently detail the procurement history for all purchases. At minimum, these records should detail the rationale for the method of procurement and selection of contract type, written selection procedures, documented reasons for rejections, and the basis for the contract price. For sole source procurements, the records must at minimum include justification of why the purchase/service cannot logically and reasonably be made through a competitive bidding process including the consequences if not approved, a list of the vendor's or contractor's unique qualifications, experience, etc., and a detailed cost analysis.

The subrecipient must retain all source documents and records in the file and make them available for federal and state audits for at least three years following the date of the final reimbursement of grant expenditures or final disposition of equipment purchased with grant funds, whichever is later. Records must be retained beyond this time period if there are unresolved audit findings. (For more information, refer to Audit section and the *Monitoring* section of this manual.)

Fraud Prevention

A subrecipient must have strong training programs in place that address policies, procedures and controls, with a particular emphasis on fraud prevention. Effectively supervising and monitoring employees working on the grant is critical. Examples of fraud include but are not limited to: falsified time sheets, grant applications, quarterly performance and final reports, contracts, or competitive bids; expenditure reports that falsely indicate federal funds have been expended; reporting activities, citations or arrests that did not occur; embezzlement; bribery; extortion (acting under color of official right); obstruction of justice; and destruction of records.

If a subrecipient determines there is fraud, and/or a conflict of interest associated with a federal highway safety grant, this information must immediately be detailed in writing and forwarded to the OTS Grant Coordinator. The OTS Grant Coordinator will notify the OTS management, who in turn, is required to report any fraud or conflict of interest associated with a federal highway safety grant to NHTSA.

Safeguarding Personal Information

A subrecipient must take reasonable measures to safeguard protected personally identifiable information and other information NHTSA or the OTS designates as sensitive or that the subrecipient considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality as prescribed under 2 CFR Part 200.303.

Direct Allowable Costs & Source Documents

The OTS uses the cost principles outlined in 2 CFR Part 200 Subpart E and NHTSA policy and guidance to determine necessary, reasonable, allocable, and allowable costs consistent with policies, rules and regulations conforming to limitations or exclusion of cost. A subrecipient is required to adhere to these same requirements when administering grant funds. (For more information, refer to Federal & State Regulations in the Grants Requirement section in this manual).

A subrecipient is responsible for determining whether a cost for a specific service, function or item (i.e., supply, equipment) is a direct cost, direct allocation (costs such as depreciation, rental, facility operation and maintenance that are prorated and the benefit to the grant can be directly measured) or allowable indirect cost (costs incurred for common or joint purposes that are prorated to a grant based on the benefit received but are not readily associated with a specific grant). For federal highway safety funded grants provided by the OTS, direct costs are categorized in the grant agreement as personnel, travel, contractual services, equipment and other direct costs (i.e., office supplies, educational materials). For more information on allowable costs for federal grant funded programs, consult the NHTSA Highway Safety Grants Program Resources Guide website. Supplemental information and clarification regarding allowable and unallowable costs are published in the NHTSA memorandum titled "Use of NHTSA Highway Safety Grant Funds for Certain Purchases".

Adequate documentation is required for a cost to be eligible for reimbursement. The criteria for ensuring a subrecipient has adequate source documentation are provided under each direct cost category below:

Personnel

Personnel costs include only direct compensation of wages and fringe benefits of subrecipient employees hired expressly for the grant and for the time and effort spent on grant-related activities. Grant funds may be used for wages, special compensation, or other authorized absences such as annual and sick leave provided the cost for the employee is reasonable for

the services rendered, follows an appointment made in accordance with state or local laws and rules, and meets federal requirements.

Grant funds may also be used for employee fringe benefits for authorized absences such as annual leave and sick, as well as employer's contributions to social security, health insurance, workmen's compensation, and the like provided they are granted under approved plans and distributed equitably to the grant and all other activities. **Costs for authorized absences are only reimbursable up to the amount earned during the term of the grant.**

Source Documentation:

If an employee of a subrecipient or contractor (excluding an employee only receiving OTS funding for overtime) is receiving less than 100% of funding from the OTS for personnel services or is receiving 100% of funding from the OTS but the funding comes from more than one federally-funded grant, his/her time distribution to the federally funded grant must be supported by an after-the-fact Personnel Activity Report (PAR). This requirement also applies to employees of non-profits and institutions of higher education.

A PAR is an employee-maintained timesheet or log which accounts for 100% of the employee's time. It is used to identify effort spent on multiple programs/federal funds. A PAR must:

- reflect the employee's after-the-fact distribution of time by program/federal fund;
- account for the total activity by program/federal fund for which each employee is compensated whether grant-related or not;
- be prepared at least monthly and coincide with one or more pay periods; and
- be signed by the employee and his/her supervisor.

A digital signature and/or online PAR is acceptable provided the subrecipient or contractor can demonstrate and document that the actions detailed on the PAR were performed by the employee.

An employee of a subrecipient or contractor receiving 100% of funding from the OTS for personnel services is not required to complete an after-the-fact PAR. Instead, the subrecipient may choose to have the employee complete the Employee Time Certification form stating that the employee worked solely on the federally funded program for the period covered by the certification. This certification must be prepared at least semi-annually and signed by the employee and supervisory official who

has firsthand knowledge of the worked performed by the employee. Both of these forms will be provided by the OTS Grant Coordinator during the Pre-Operational Meeting.

Travel

Allowable travel expenses incurred by personnel identified in the grant budget include transportation, food and lodging that meet the subrecipient's documented travel policies. The travel should occur prior to the claim submission for reimbursement.

If the subrecipient's travel policy does not include maximum allowable lodging rates, these costs may not exceed the state's lodging rate unless written justification is submitted and approved by the OTS. If the subrecipient does not have documented travel policies, the State Travel Policies apply.

Out-of-state travel expenses require written approval from the OTS prior to incurring costs unless identified in the Budget (Schedule B) and the Budget Narrative (Schedule B-1) of the grant agreement.

Expenses associated with attending meetings and conferences, where the primary purpose is the dissemination of technical information, are allowable. These include transportation, registration fees, and other incidental costs.

Source Documentation:

- Travel expenses must be supported by properly prepared employee expense reimbursement claims, including required receipts per the documented travel policy. For audit purposes, all receipts must be retained for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.
- Conference or seminar expenses must be supported by an event agenda.
- For meetings or conferences, documentation must indicate that the primary purpose was for dissemination of technical information.
- For costs associated with the use of agency-owned vehicles, documentation must indicate who used the vehicle, when, for what purpose, and number of miles driven. Documentation must also explain how the mileage or other billing rate(s) was developed if the state rate is not used.

Contractual Services

This applies to any professional services and associated costs necessary to complete the grant objectives, not available through the subrecipient, requiring contractual agreements that are entered into in accordance with the subrecipient's normal procedures.

Source Documentation:

- Services provided by an individual, organization, firm, or agency must be supported by a properly executed contract or interagency agreement.
- Payments must be supported by itemized invoices and made in accordance with the terms of the agreement.
- The subrecipient must maintain records that sufficiently document the procurement process associated with the contract.

Equipment

Equipment is any non-expendable, tangible personal property costing $10,000 or more (FFY 2024 and prior is $5,000 or more) with a useful life of at least one year that is required to carry out grant activities (i.e., motorcycles, radar trailers, some extrication equipment). The total cost includes modifications, attachments, accessories, or auxiliary apparatus needed to make it usable for grant purposes as well as tax, shipping and installation (excluding any discounts).

All equipment purchased using federal highway safety funds require written approval from NHTSA, which is handled by the OTS during the grant application process. Equipment purchased with grant funds must be used for traffic safety purposes only. Non-authorized use of equipment is grounds for refunding a portion of the equipment value to the OTS. All equipment purchased with grant funds must comply with the Buy America Act, in this manual. Additional guidance is available from the OTS Grant Coordinator.

The subrecipient must have procedures in place for managing equipment (including replacement equipment) purchased in whole or in part using the OTS funds that at minimum include:

- Adequate controls for safeguarding against loss, damage or theft;
- Provisions for replacement due to circumstances other than normal wear and tear;
- Maintenance procedures to ensure good working condition; and
- Complete records (detailed below).

For information on equipment monitoring, refer to the *Monitoring* section in this manual. Equipment disposition is discussed in the Grant Close Out section of this manual.

Source Documentation:
Equipment must be reported to the OTS using the Equipment Reporting Form. The form is generated in GEMS at the time the subrecipient requests reimbursement for the purchase on a claim. The OTS uses this form for monitoring purposes, but it should not be used by the subrecipient as a substitute for appropriate equipment control records which should include the following information:

- Description of the item with serial or identification numbers;
- Federal funding source (FAIN number);
- Acquisition date and total cost including federal share;
- Source and title holder;
- Location, condition; and
- Disposition data including date of disposal and sale price.

Other Direct Costs

This includes any other **supplies** or **services** (i.e., educational materials, DUI checkpoint supplies, child safety seats) of a non-contractual nature with an acquisition cost of less than $10,000 purchased using highway safety funds. These purchases do not require NHTSA pre-approval. However, these items or services must be used in support of the grant. Non-authorized use of supplies or services is grounds for refunding a portion of the value to the OTS. All items costing $5,000 or more (including tax and shipping and excluding discounts) purchased with grant funds must comply with the Buy America Act, in this manual. Additional guidance is available from the OTS Grant Coordinator.

The cost of the item or service, which would not otherwise be allowable using the subrecipient's general funds, may not be purchased with federal grant funds. Additionally, if joint costs are prorated as direct costs to the grant, the allocation method must be reviewed by the OTS to determine reimbursement eligibility.

Grant funds may be used for the **development of new training curricula and/or materials** that do not duplicate materials already developed for similar purposes by U.S. DOT, NHTSA, the Federal Highway Administration or the State of California.

The subrecipient should contact their OTS Grant Coordinator for guidance on allowable supplies and services and refer to the Public Information &

Education Section of this manual for information concerning the inclusion of logos on materials. All items purchased with grant funds, over $5,000, must comply with the Buy America Act.

Source Documentation:

All other direct costs must be supported by purchase orders or other original procurement documents signed by the appropriate authority. The subrecipient should also have itemized invoices or properly signed and dated delivery and/or packing slips. Rental or lease costs must be supported by detailed agreements.

Allowable Indirect Costs

Allowable indirect cost rates are reimbursed as defined in 2 CFR Appendix E Part 414 . Indirect costs are those costs incurred for common or joint purposes (i.e. telephone, administrative services, depreciation, facility and equipment maintenance) and not assigned to a highway safety grant as a direct cost. Indirect costs benefit more than one cost objective and should be prorated equitably among all applicable functional areas (OTS grant and non-grant related).

A non-profit that does not have an approved indirect cost rate may elect to charge a de minims rate of 10% of modified total direct costs. Guidance on establishing an indirect cost rate as well as regulations for negotiating and approving this rate is outlined in Appendix IV of 2 CFR Part 200, Indirect Costs Identification and Assignment and Rate Determination for Non-Profit Organizations.

A subrecipient that does not already have an approved federally-recognized indirect cost rate negotiated with the federal government must negotiate a rate with the OTS as outlined in 2 CFR 200.331(a)(4). Once the indirect rate is negotiated, it must be accepted by all federal agencies (i.e., NHTSA, FHWA) as outlined in 2 CFR 200.414(c)(1).

Source documentation (i.e., a subrecipient's federally approved indirect cost rate letter) must be available to support an indirect cost rate authorized by the federal government. If the subrecipient's indirect cost rate is amended or changed during the term of the grant, the new indirect cost rate plan and approval letter must be submitted to the OTS.

Unallowable Costs for Selected Items

The following is a list of selected costs that are ineligible for reimbursement under the Highway Traffic Safety Program. A subrecipient should contact the OTS Grant Coordinator for guidance regarding the other costs not discussed previously or

below in this manual.

Construction & Facilities

- Highway construction, maintenance and/or design
- Construction or reconstruction of permanent facilities such as paving, driving ranges, towers, and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers such as guardrails, regulatory and warning signs and supports, field reference markers, luminaire supports, and utility poles
- Construction, rehabilitation or remodeling of any building or structure
- Cost of land
- Purchase of office furnishings and fixtures such as but not limited to: desk, chair, table, shelving, coat rack, credenza, book, filing cabinet, floor covering, office planter, storage cabinet, portable partition, picture, wall clock, draperies/hardware, fixed lighting, lamp

Equipment

- Traffic signal preemption systems
- Automated Traffic Enforcement Systems

Training

- Cost of the individual's replacement hourly rate while attending training, unless the personnel position is already grant supported

Program Administration

- General Costs of Government, which includes the use of funds for routine and/or existing governmental activities that constitute general expenses required to carry out overall responsibilities of a government entity
- Promotional items (i.e., key chains, pencils, mugs)
- Entertainment costs including amusement and social activities and any costs directly associated with the purchase of tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities
- Alcoholic beverages for any consumption purposes including controlled training settings for law enforcement training
- Contributions and donations, including cash, property and services to others regardless of the recipient

- Cost of fundraising, including financial campaigns, solicitation of gifts and similar expenses incurred to raise capital or obtain contributions
- Contingency provisions for contributions to a contingency reserve or similar provision for unforeseen events excluding self-insurance reserves
- Fines, penalties, damages, and other settlements resulting from violations or non-compliance
- Costs of commercial insurance that protects contractor for correction of defects in materials or workmanship
- Costs not recovered under one grant agreement are unallowable under other grant agreements
- General liability insurance

Grant Revisions

A subrecipient may request a revision to the grant agreement that is necessary to enhance the operational efficiency of the highway safety grant. This includes any changes that may affect the overall budget or a specific budget line (including moving funds between line items and/or cost categories), a sub-budget or contractual services, as well as the addition of travel (in and out-of-state), and/or a significant change in goals, objectives and/or procedures that affect the grant scope or end date.

The Authorizing Official, Fiscal Official, or Grant Director must submit to the OTS Grant Coordinator a detailed explanation and justification for a grant revision. In advance of sending written notification, the subrecipient is encouraged to contact the OTS Grant Coordinator to discuss any proposed grant revision.

Once a revision request is received, the OTS carefully reviews it taking into consideration the subrecipient's current and past grant performance, timeliness and quality of claims and quarterly performance reports, the circumstances and justification for the change, and availability of grant funds. The subrecipient should allow sufficient time for the review process (which may also require NHTSA approval), keeping in mind that no grant funds may be expended until written notification of the status of the request (approval or denial) is provided by the OTS. Failure to comply could jeopardize claim reimbursement.

CLAIMS PREPARATION & REIMBURSEMENT

Claim Preparation

To request reimbursement of an approved grant expenditure, the subrecipient must complete a Grant Claim Invoice in GEMS and Contractual Services Summary Sheet, if applicable. These forms must be input into GEMS no later than 30 days following the end of the calendar quarter as follows:

Quarter	Time Period	Due Date
First	October thru December	January 30
Second	January thru March	April 30
Third	April thru June	July 30
Fourth	July thru September	October 30

An invoice showing "zero net" must be submitted even if no expenses were incurred during that quarter. Failure to submit quarterly grant claim invoices by these due dates may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for subrecipients that fail to provide Quarterly Performance Reports for two or more quarters. (For more information, refer to the Grant Reports section, *Quarterly Performance Reports* in this manual.)

The grant claim invoice should be prepared using the subrecipient's accounting records and include costs incurred during that time period. Enter the exact cost, do not round off numbers. To ensure proper accounting of reimbursements, grant claim invoices submitted to the OTS should be recorded as a receivable in the subrecipient's accounting system.

Subrecipients access Claims from the Grant Agreement list view on their GEMS home page. The form is pre-populated with the grant budget items against which claims for reimbursement can be made. The form also indicates budget remaining for each item based on prior claims that have been reviewed and approved.

Personnel Costs, enter the claimed hourly rate and/or overtime costs, if applicable. Source documentation is maintained by the subrecipient in the event of an audit and/or the Grant Performance Review (For more information, refer to *Grant Performance Review* in the Monitoring Section of this manual.)

Fringe Benefits, enter the pertinent information for authorized absences such as annual leave and sick leave, as well as employer's contributions to social

security, health insurance, workmen's compensation, and the like provided they are granted under approved plans, and are distributed equitably to the grant and all other activities.

Travel Costs, enter the pertinent travel information and claimed costs, if applicable in accordance with the Subrecipient Responsibilities section, *Travel*. Upload source documentation organized by in-state and out-of-state travel for each individual(s) trip or training. For each individual trip or training, group all source documents together and clearly label each with the traveler's name and approved trip or training identified in the Budget of the agreement.

Contractual Services, enter the claimed contractual services amount by line item in the GEMS Grant Claim Invoice Screen including entry into sub-budgets if applicable. Upload all source documents for each contractor, group all source documents together and clearly label each with the line item identification and/or contractor's name.

Equipment, enter the claimed amount, if applicable. GEMS will require completion of the Equipment Report as part of the claim. GEMS automatically creates the first Recertification record with a Recertification due date that is 2 years from the date of original claim.

Assemble and upload applicable invoice(s). If sales tax is not included on the invoice, provide a statement that includes the following: "Charge is for California Sales Tax that will be paid to the California Department of Tax and Fee Administration (CDTFA)," amount of sales tax for each item, and date tax is paid to BOE. For each line item, assemble all source documents together and clearly label each with the line item name.

Other Direct Costs, enter the claimed line item amount, if applicable and upload invoices or receipts. For each line item, assemble all source documents together and clearly label each with the name of the line item.

Indirect Costs, the approved rate is already entered in the agency information tab and will automatically calculate, if applicable. No source documents are required; however, the subrecipient should have its indirect cost allocation approval letter on file.

The authorized user or subrecipient must verify that costs claimed are allowable and authorized, do not exceed budgeted line items, and posted to the correct cost categories and line items. They should also check that all source documents are provided.

If a claim is submitted with undecipherable or missing source documents, the subrecipient will be notified and instructed to submit the missing information or re-submit the documents in question within three business days. If documents are not received by this deadline, the costs in question will be removed from the claim.

GRANT REPORTS

Quarterly Performance Report (QPR)

Subrecipients must submit Quarterly Performance Reports (QPR) through GEMS. The QPR details grant activities conducted during each quarter to accomplish grant objectives. It is the main source of information used by the OTS to determine grant success and commitment as well as any difficulties the subrecipient may be experiencing. The information and data provided in the QPR is incorporated into the *Annual Performance Report* that the OTS submits to NHTSA and the State Legislature. The quarterly data is pulled from the subrecipient's crash records.

The QPR must be input into GEMS no later than 30 days following the end of the quarter on the following dates:

Quarter	Time Period	Due Date
First	October thru December	January 30
Second	January thru March	April 30
Third	April thru June	July 30
Fourth	July thru September	October 30

QPR due dates are the same regardless of when a grant starts within a quarter (i.e., grant start date is December 1 and first quarter QPR is due January 30). Failure to submit QPRs on time may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for subrecipients that fail to provide QPRs for two or more quarters.

The OTS Grant Coordinator will provide the QPR reporting guidelines at the pre-operational review meeting. The QPR is prepopulated based on the grant agreement, it's completed in GEMS, and contains the following:

- An **overview**, that includes a brief list of all activities (including significant media), and procurement conducted in support of the grant during the quarter as well as the status of grant funded personnel and contracts, any challenges, and accomplishments.

- An **equipment overview** for any equipment (costing $10,000 or more) being purchased during the grant period noting steps taken to accomplish the purchase and/or if it is still required (i.e., bid, purchase order or requisition, delivery, invoice received and/or paid) or a justification or reason if the purchase was delayed.
- A **summary of completed grant objectives** including an explanation of what was not accomplished and/or plans for upcoming activities.
- If applicable **updated objective data points** for the quarter.
- **Documents** illustrating what was done during the quarter such as the OTS-approved press releases, news clips, photos, and/or other materials. Include a list of these documents.

Supporting information may be uploaded into GEMS.

The fourth quarter QPR should include a final evaluation that briefly summarizes significant total grant accomplishments and challenges (highlight significant items from the objective data points), the number and type(s) of activities completed, type(s) of training conducted or received, and grant-funded purchases. Complete all final goals, objectives, data points and indicate whether they were achieved and provide an explanation if not completed.

Grant Close Out

Approximately 30 days prior to the grant end date, the OTS sends a reminder e-mail to the Primary Contact and Authorizing Official that serves as a reminder of the grant end date and includes information to assist the subrecipient prepare the final QPR, evaluation, and claim. The final QPR, including the completed evaluation section, and reimbursement claim for costs incurred up through the grant end date, must be sent to the OTS for receipt no later than 30 days following the grant end date.

Equipment Disposal

At the end of or anytime during the grant, **prior to disposal**, a subrecipient must notify the OTS of any **disposition of grant equipment,** unless the value has been certified to be under $10,000 (equipment purchased FFY 2024 and prior shall be certified until the value is under $5,000) and at the end of its useful life. The subrecipient must submit a letter or email requesting the OTS approval to sell, transfer or dispose of grant equipment. The OTS will forward the request to NHTSA for final approval and notify the subrecipient of the outcome. All proceeds from the sales of the asset, regardless of the amount, must be used for the objective of the original grant agreement.

MONITORING

Federal and state grant management rules require that the OTS staff maintain regular contact via telephone/virtual calls, email/written correspondence and on-site visits with subrecipients throughout the course of the grant period to ensure compliance with federal and state statutes, regulations and procedures. Grants administered by the OTS are subject to monitoring based on a number of criteria including dollar amount of the award, the capabilities and experience of the subrecipient's personnel, complexity of the grant, contractual services with or without a non-profit agency, risk assessment, new subrecipient, indications of problems, previous GPR or audit findings, and/or change in grant direction. This monitoring includes not only the review and approval of claims, QPRs and other documents submitted by the subrecipient, but also ongoing outreach through desk monitoring and/or on-site visits.

The intent of this outreach is to develop a relationship with the subrecipient, address grant management-related questions, provide technical assistance, and identify and help address problems and/or concerns. Any documentation generated as a result of this contact is placed in the subrecipient's grant file.

Grant Performance Review

The Grant Performance Review (GPR) is designed to be instructive, not disruptive, and to foster information exchange and partnership. The OTS Grant Coordinators conduct a GPR after receipt of at least the first Quarterly Performance Report and a claim with expenditures.

The OTS may schedule a telephone, virtual, or onsite review at an agreed upon time with the subrecipient in advance, and the OTS Grant Coordinator will provide information to the subrecipient to help the staff prepare for the review. During the review, goals, objectives and tasks are reviewed to determine if the project is being implemented as outlined in the approved grant application. This review is also used to determine if the subrecipient is satisfying and adhering to grant agreement terms and conditions. The financial review includes an examination of the agency and grant-specific financial documents and issues related to the implementation and performance of the grant.

While conducting the GPR, the OTS Grant Coordinator completes the GPR in GEMS noting any issues and the subrecipient's response. If, following the OTS review, there are fiscal follow-up action items, the subrecipient will be notified in writing and a corrective action plan will be requested. The OTS will track subrecipient's progress in implementing the plan and taking corrective action. In the event the issue(s) cannot be resolved, the OTS may request an audit be

conducted by the California Department of Finance. (For more information, refer to *Audits* in the Grant Requirement section in this manual.)

If any disallowed costs are identified during the GPR, the OTS will reduce the subrecipient's next grant claim invoice by the amount of the disallowed cost prior to payment. If the grant is closed, the OTS will invoice the subrecipient for the amount of the disallowed cost.

Equipment

A subrecipient must submit an Equipment Recertification Report (OTS-25a) to the OTS every two years from the date of acquisition. This report includes the same information as the Equipment Report as described in the Subrecipient Responsibilities, Equipment section, but also includes a description of the method used for determining current fair market value, whether the fair market value is more or less than$10,000, and that the equipment is being used for federally-sponsored activities. The report also certifies that the information provided is complete and accurate to the best of the subrecipient's knowledge, in compliance with 2 CFR Part 200.313 and 23 CFR 1200.31(d), and that the OTS will be contacted immediately after discovery of any grant equipment loss.

Beginning with 2018 FFY grants, equipment purchases were documented in GEMS. The Equipment Recertification Report will also be completed in GEMS. A reminder letter or email will be sent through GEMS to the subrecipient to ensure compliance.

PUBLIC INFORMATION & EDUCATION

Public Education and Information (PE&I) falls into two categories:

Educational – materials that educates and informs an audience such as activity books, coloring books, brochures, and posters.

Promotional – material that promotes, supports or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. **The State of California and NHTSA does NOT allow grant funds to be used for this purpose.**

Subrecipients that use federal highway safety funds to produce educational material must receive approval from the OTS Public Information Officer (PIO) prior to production. Additionally, subrecipients that use non-federal highway safety funds to produce PI&E materials must receive written approval from the OTS Public Information Officer in order to use any OTS logo. Subrecipients should

allow sufficient time for approval; they should contact their OTS Grant Coordinator for assistance.

Subrecipients should also advise vendors that all materials used in production of public outreach materials (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio) paid for with grant funds are the property of the subrecipient and the OTS. The OTS reserves the right to use materials developed by the subrecipient and/or contractor.

All educational materials produced using grant funds must include the OTS logo or the logo from another program unless otherwise determined by the OTS (i.e., *Click it or Ticket*), and the following message:

> *Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.*

Inclusion of the logo and/or funding line should not interfere with the primary traffic safety messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the OTS PIO.

All published research and reports developed with highway safety grant funds must include the following disclosure statement:

> *This report was prepared in cooperation with the California Office of Traffic Safety (OTS). The opinions, findings and conclusion expressed in this publication are those of the author(s) and not necessarily those of the OTS.*

Advertising & Public Relations

All press releases discussing the kick-off of a grant and/or grant-funded activity must be approved by the OTS Public Information Officer prior to dissemination even if the subscriber uses a pre-approved press release template(s) available on the OTS website. Approval is also required for all original press releases and press releases developed using the OTS templates that the subrecipient has significantly modified. The subrecipient should email the draft press release to pio@ots.ca.gov at least seven days in advance of the announcement or event and copy the appropriate OTS Grant Coordinator.

A subrecipient must coordinate media and kick-off events with their OTS Grant Coordinator and notify OTS 21 days in advance of any traffic safety event considered highly publicized or anticipated media coverage.

Grant funds may be used to purchase paid advertising (i.e., television, radio, cinema, Internet, print, outdoor). However, special reporting documents are required, and costs must be displayed as a separate "paid media" line item in

the grant budget. Additionally, federally funded public service announcements (PSAs) or video materials intended for television broadcast must be closed captions. A subrecipient should contact their OTS Grant Coordinator for more information on paid advertising.

Copyrights/Trademarks

The OTS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

- The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
- Any rights of copyright/trademark to which a subrecipient or contractor purchases ownership with grant funds.

WITHHOLDING, DISALLOWANCE, REDUCTION, TERMINATION AND/OR DENIAL OF GRANT FUNDS

The OTS Grant Coordinator has the responsibility of recommending to the OTS Director the cancellation of any grant, which is not being implemented in accordance with applicable federal and state laws or the terms, certification and/or assurances in the signed grant agreement. Additionally, the OTS will withhold or disallow grant payments, reduce or terminate grant funds and/or deny future grant funding to any subrecipient that fails to comply with any term or condition of the grant agreement or program guidelines. This may include, but are not limited to, failure to submit acceptable and timely draft and final grant agreements, claims, quarterly reports and/or objective data points; and failure to comply with the Single Audit Act requirement.

Should the OTS deem it necessary to reduce or terminate grant funds, the Authorizing Official will first receive a letter citing unacceptable grant discrepancies, required corrective action and the penalty for not rectifying the discrepancies by the specified deadline. If corrective action is not taken by the deadline specified in the letter, the stated penalty will be imposed.

Payment for allowable costs up to the date of termination or reduction of grant funds will be subject to negotiation and availability of federal funds.

Termination Requested by the Subrecipient

Grant agreements may be rescinded upon written request by the subrecipient. The letter must be signed by one of the Authorizing Officials of the grant agreement.

DISPUTES/DISAGREEMENTS

Any dispute, disagreement or questions of fact concerning a grant should be handled with the OTS Grant Coordinator assigned to that grant in consultation with managerial staff. All final decisions will be put in writing and distributed to all concerned parties as well as maintained in the subrecipient's grant file. The subrecipient may then proceed with the performance of the grant in accordance with that decision.

If a subrecipient disagrees with a decision made by the OTS Grant Coordinator, an appeal may be made to the OTS Director. The appeal must be made in writing within 30 days of the Grant Coordinator's decision and sent to the OTS by certified mail. No legal action may be taken by the subrecipient without following these steps.

APPENDIX A - CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 and 41 U.S.C. Sec. 1906, Pub. L. 109-59, as Amended By Sec. 25024, PUB. L. 117-58)

The Governor is the responsible official for the administration of the State highway safety program through a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

Each fiscal year the State of California must sign a *Certifications and Assurances* document that it complies with all Federal requirements including applicable statutes and regulations that are in effect during the grant period. These Certifications and Assurances are submitted in the Annual Grant Application in support of the State's application for Sections 1906, 402, and 405 grants. Requirements that also apply to subrecipients are noted below.

Failure to comply with applicable Federal statutes, regulations, and directives may subject Subrecipients Agency officials to civil or criminal penalties and/or place the State in a high-risk subrecipients status in accordance with 2 CFR Part 200.205 - 200.207.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Subrecipient's Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

General Requirements:

- 23 U.S.C. Chapter 4 – Highway Safety Act of1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, PUB. L. 117-58
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- 2 CFR Part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION
(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- ***28 CFR 50.3*** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**,(29 U.S.C. 794 et seq), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209) (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252). The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally- funded or not);

- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131- 12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Part 37 and Part 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** ((requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP)); (70 FR 74087-74100).
- ***Executive Order 13985***, *Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- ***Executive Order 13988***, *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all

programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23 (b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the

department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise

ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/).*

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

APPENDIX B – MANDATORY DISCLOSURES

2 CFR Part 200.113 and Appendix XII

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Appendix XII to Part 200-Award Term and Condition for Recipient Integrity and Performance Matters

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

   If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111–212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

   Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

   During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

   For purposes of this award term and condition:

   a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
   b. b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
   c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

      (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
      (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX C – LAW ENFORCEMENT AGENCIES

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(Applies to subrecipients as well as States)

The State and each subrecipients will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create check points that specifically target motorcyclists. Public Law 129 - 1510, SEC. 4007

RACIAL PROFILING

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."

VEHICLE PURSUITS

The State actively encourages all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

USE OF FUNDS

Traffic enforcement personnel and any equipment funded under this grant agreement shall be dedicated solely to grant supported enforcement tasks unless a criminal offense is committed in the officer's presence; a response to an officer in distress is initiated, and or a riot requires that all available enforcement personnel be committed in response.

Nothing in the grant agreement shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

APPENDIX D – GENERAL TERMS & CONDITIONS, STATE CERTIFICATIONS

(As referenced in the grant agreement)

Terms and conditions, when applicable, are incorporated by reference and made a part of, but not necessarily limited to, the following documents: grant agreements, subgrants, contracts, subcontracts, interagency agreements, invitations for bid, and requests for proposal for goods or services for which the OTS grant funding reimbursement is requested. It is understood and agreed by the subrecipient that grant funds received as a result of this grant agreement are subject to all applicable federal and state regulations, rules, guidelines, policies and laws and to the following applicable controls, terms and consideration expressed in the OTS Grant Program Manual.

Federal certifications and assurances are included in (APPENDIX A) of this *Grants Management Manual*. The following laws apply to persons or entities doing business with the State of California.

1. **Administrative Support and Statement of Intent**

   This program has full support of the authorizing agency, and every effort will be made to continue the activities after the grant conclusion. If required by local governance, the city council or the board of supervisors will endorse this grant through a resolution.

2. **Air or Water Pollution Violation**

   Under the State laws, the subrecipient or contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

3. **Amendment**

   No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the grant agreement is binding on any of the parties. (Reference: DGS Standard Agreement "General Terms and Conditions,"). Grant agreement revisions are allowed in accordance with the guidelines detailed in the OTS GPM. All appropriate documentation required to request a grant revision must be submitted timely to Grantor.

4. Americans With Disabilities Act.

Subrecipient or contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC 12101 et seq.)

5. Antitrust Claims

The subrecipient by signing this grant agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the subrecipient shall comply with the requirements of the Government Code sections set out below.

a. The Government Code chapter on antitrust claims contains the following definitions:

(1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(2) "Public purchasing body" means the state or the subdivision or agency making a public purchase. (Reference: GC §4550)

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Chapter1 Part 15 [Title 15 Commerce and Trade, Chapter 1, Monopolies and Combinations in Restraint of Trade, Section 15, Suits by Persons Injured]) or under the Cartwright Act (Chapter 2) commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Reference: GC §4552)

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the

expenses incurred in obtaining that portion of the recovery. (Reference: GC§4553)

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Reference: GC§4554)

6. Approval

This grant agreement is of no force or effect until signed by both parties and approved by the Office of Traffic Safety. Subrecipient or contractor may not commence performance until such approval has been obtained. (Reference: California Department of General Services (DGS) Standard Agreement "General Terms and Conditions,")

7. Assignment

This grant agreement is not assignable by the subrecipient, either in whole or in part, without the consent of the Office of Traffic Safety in the form of a formal written amendment. (Reference: DGS Standard Agreement "General Terms and Conditions".

8. Audits and Access to Records

Subrecipient agrees that the California Office of Traffic Safety, the National Highway Traffic Safety Administration, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant agreement. Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, subrecipient agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement. (Reference: GC § 8546.7, Public Contract Code (PCC § 10115 et seq., California Code of Regulations (CCR Title 2, §1131.2).

9. Availability of Funds

Reimbursement of approved grant expenditures is contingent upon the subrecipient complying with all grant requirements and the appropriation of sufficient funds by the federal government and the California Office of Traffic Safety. OTS does not represent or guarantee the availability of federal

highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, OTS may immediately terminate or reduce the grant award upon written notice to the subrecipient's Authorizing Official.

Once a grant has been awarded and becomes effective, OTS reimburses the subrecipient for expenditures related to approved activities. Only costs incurred within the approved grant period and that do not exceed the federally obligated funds as indicated in the agreement are reimbursed. The goals and objectives outlined in the grant should be accomplished during the grant period and within the approved budget.

OTS has the option to void the agreement under the thirty-day cancellation clause or to amend the contract to reflect any reduction in funds (Reference: SCM, Vol. 1, 3.11.) Funds are awarded under Catalog of Federal Domestic Assistance (CFDA) Numbers. The specific funding source is identified on the grant budget.

10. Byrd Anti-Lobbying Amendment (31 USC 1352)

Subrecipients who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. Child Support Compliance Act

"For any grant agreement in excess of $100,000, the subrecipient acknowledges in accordance with Public Contract Code (PCC § 7110), that:

a. The subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California

Employment Development Department." (Reference: DGS Standard Agreement "General Terms and Conditions,")

12. Clean Air Act and the Federal Water Pollution Control Act

(33 USC 1251 et seq.), as amended. Grants of amounts in excess of $100,000 shall contain a provision that requires the subrecipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. Compensation

The consideration to be paid subrecipient, as provided herein, shall be in compensation for all of subrecipient's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided. (Reference: DGS Standard Agreement "General Terms and Conditions")

14. Competition

No subrecipient shall draft, or cause to be drafted, any invitation to bid or request for proposal, in connection with the awarding of a consulting services contract, in such a manner as to limit the bidding directly to any one bidder. At least three competitive bids or proposals shall be secured for each consulting services contract. (Reference: PCC § 10340)

15. Conflict of Interest

Subrecipient or contractor needs to be aware of the following provisions regarding current or former state employees. If subrecipient or contractor has any questions on the status of any person rendering services or involved with the agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410)

a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.

b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411)

a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

If subrecipient or contractor violates any provisions of above paragraphs, such action by subrecipient or contractor shall render this agreement void. (PCC 10420)

Members or boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430(e))

16. <u>Contracts</u>

Subrecipients may enter into contract(s) to perform applicable provisions of this grant agreement. The subrecipient is responsible for ensuring that all activities delegated to contractors are in support of this grant agreement.

(1) Consultants and/or contractors shall be selected in accordance with the subrecipient agency procurement policies and procedures in order to comply with the terms of this Agreement and in accordance with the OTS GPM.

The subrecipient consultant and/or contractor are subject to all applicable terms and conditions and are bound by the applicable certifications of the grant agreement and 2 CFR Part 200.

CA OTS is not obligated to make any payment under any agreement prior to final execution or outside the terms of the contract period. Contractor or subrecipient agency expenditures incurred prior to final contract execution are taken at the risk of that contractor/subrecipient agency and will be considered unallowable if that agreement/contract is not executed.

(2) Nothing contained in this grant agreement shall create any contractual relation between the State and any contractors, and no contract shall relieve the subrecipient of its responsibilities and obligations hereunder. Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the subrecipient. The subrecipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the subrecipient. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

17. Contractor Certification Clauses:

The *Contractor Certification Clauses* contained in the Department General Services document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

18. Contractor (Independent)

Contractor, and the agents and employees of contractor, in the performance of this grant agreement, shall act in an independent capacity and not as officers or employees or agents of the state. (Reference: DGS Standard Agreement "General Terms and Conditions")

19. Convict/Forced Labor

No foreign-made equipment, materials, or supplies furnished pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. (Reference: PCC § 6108)

20. Copyrights (41 CFR 105-71.134)

The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:(a) The copyright in any work developed under a grant or contract; and (b) Any rights of copyright to which a subrecipient or a contractor purchases ownership with grant support. (Reference: 41 CFR 105-71.134)

21. Corporate Qualifications to Do Business in California

When agreements are to be performed in the State by corporations, the authorizing agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.

"Doing business" is defined in Revenue and Taxation Code (R&TC) Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to

taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling or verifying on the website of the Office of the Secretary of State.

22. Davis-Bacon Act, as amended (40 USC 3142)

When required by federal program legislation, all construction contracts awarded by the recipients and sub recipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 3142) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.

23. Disadvantaged Business Enterprise/Small Business Affirmative Steps

Subrecipients and contractors will take all necessary affirmative steps to assure that disadvantaged business enterprises (DBE), as defined in 49 CFR Section 26.5, and labor surplus area firms are used when possible. Affirmative steps shall include:

a. Placing qualified DBEs and small businesses on solicitation lists.
b. Assuring that DBEs and small businesses are solicited whenever they are potential sources.
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and DBEs.
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and DBEs.
e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce.
f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above. (Reference: 2 CFR 200.321)

24. Disclosure Requirements

a. Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the contract numbers and the dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report when the total cost for such work performed by non-employees of the agency exceeds five thousand dollars ($5,000). The contract and subcontract numbers and dollar amounts shall be set forth in a separate section of each such document or written report.

b. When multiple documents or written reports are the subject or product of the contract, the total contract amount is deemed to represent the compensation for those multiple documents or written reports. (Reference: GC § 7550)

25. Disputes.

Contractor shall continue with the responsibilities under this grant agreement during any dispute. (Reference: DGS Standard Agreements "General Terms and Conditions,")

26. Document Retention and Access

The subrecipient certifies that it will comply with the retention and access requirements for records established by 2 CFR Subpart D - 200.334-200.338. The required records and documentation relating to the grant and/or sub-contract shall be retained for a minimum of three years after the starting date of the retention period as defined in Section 200.334. The OTS or their authorized representative shall have the right of access to any books, documents, papers, or other records of subrecipients or contractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

27. Domestic Partners

For agreements over $100,000 executed or amended after January 1, 2007, the subrecipient certifies that it is in compliance with Public Contract Code section 10295.3

28. Drug-Free Workplace Requirements:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:
   1) the dangers of drug abuse in the workplace;
   2) the person's or organization's policy of maintaining a drug-free workplace;
   3) any available counseling, rehabilitation and employee assistance programs; and,
   4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:
   1) receive a copy of the company's drug-free workplace policy statement; and,
   2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

29. Energy Efficiency

It is understood the grant applicant will purchase only energy efficient equipment, whenever possible and appropriate.

30. Equal Employment Opportunity

All grant agreements shall contain a provision requiring compliance with E.O. 11246, and E.O. 11375"Equal Employment Opportunity," as amended by E.O. 11478, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

31. Equipment

Equipment acquired under this grant agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by formal agreement with appropriate officials of a political subdivision or state agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference 23 CFR 1200.31)

32. Expatriate Corporations

Subrecipient or contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

33. Financial Management System

The subrecipient or contractor, will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200 Subpart D - 200.303.

34. Gender Identity:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.35.

35. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California. (Reference: DGS Standard Agreement "General Terms and Conditions,")

36. Indemnification

Subrecipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by contractor in the performance of this agreement. (Reference: DGS Standard Agreement "General Terms and Conditions,").

37. Intangible Property

a. The subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under award. The California Office of Traffic Safety and the National Highway Traffic Safety Administration reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

b. Subrecipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements."

c. The federal government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

d. Freedom of Information Act

(1) In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the federal government in developing an agency action that has the force and effect of law, the federal awarding agency shall request, and the subrecipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the federal awarding agency obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable sub recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 USC 552(a)(4)(A)).

(2) The following definitions apply for purposes of paragraph (d) of this section:

(i) Research data is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:

(A) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and

(B) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

(ii) Published is defined as either when:

(A) Research findings are published in a peer-reviewed scientific of technical journal; or

(B) A federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(iii) Used by the federal government in developing an agency action that has the force and effect of law is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

e. Title to intangible property and debt instruments acquired under a grant or contract vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without approval of the federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of 2 CFR Subpart D - 200.315.

38. Labor Code/Workers' Compensation

Subrecipient or contractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and subrecipient or contractor affirms to comply with such provisions before commencing the performance of the work of this agreement. (Labor Code Section 3700)

39. Limited English Proficiency

The grant applicant will take reasonable steps to ensure meaningful access by persons with limited English proficiency to the information and services provided through federal financial assistance.

40. Logos

The OTS logo will appear on all promotional materials where appropriate and practical. Contact the appropriate OTS Coordinator for copies.

41. Loss Leader

If this subrecipient agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code (BPC 17130). (Reference: PCC § 10344(e)

42. Progress Schedule

Subrecipients entering into a contractual agreement for consultant services totaling five thousand dollars ($5,000) or more shall include detailed criteria and a mandatory progress schedule. (Reference: PCC § 10371(c))

43. Progress Payments

Subrecipients may provide for progress payments to consultants/contractors for work performed or costs incurred in the performance of the contract. Not less than ten percent of the contract amount shall be withheld pending final completion of the contract and an evaluation of the contractor's performance. If the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task and an evaluation of the contractor's performance. (Reference: PCC § 10346)

44. National Labor Relations Board Certification

Subrecipient or contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against subrecipient or contractor within the immediately preceding two-year period because of subrecipient or contractor's failure to comply with an order of a federal court which orders subrecipient or contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

45. Non-Discrimination Clause:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.), the regulations promulgated thereunder (Cal. Code Regs., Title. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (Cal. Code Regs., Title 2, §11105)

46. Non-Duplication of Grant Funding

The grant applicant has no ongoing or completed grants under agreement with other federal funding sources which duplicate or overlap any work contemplated or described in this traffic safety grant. It is further agreed that any pending or proposed request for other federal grant funds which would duplicate or overlap work under this traffic safety grant will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery by the Office of Traffic Safety.

47. Non-Enforcement Supplanting Avoidance

Non-enforcement salaried and hourly personnel assigned to this grant are conducting a new traffic safety program not previously funded with city, county or State funding or were previously in a grant- funded position.

48. Priority Hiring Considerations

For agreements in excess of $200,000, the subrecipient, in accordance with the California Public Contracting Code § 10353, shall consider filling vacancies in positions funded by the agreement to qualified recipients of aid under WIC Chapter2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code, in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

This section and Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be applicable to any contracts for a grant as defined in Section 10105. (Section 10105 defines a grant as ". . . the erection, construction, alteration, repair or improvement of any state structure, building, road, or other state improvement of any kind which will exceed a total cost calculated pursuant to subdivision (b)."

This section and Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be construed so as to do any of the following:

a. Interfere with or create a violation of the terms of valid collective bargaining agreements.
b. Require the subrecipient to hire an unqualified recipient of aid.
c. Interfere with, or create a violation of, any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era.
d. Interfere with, or create a violation of, the requirements of Section 12990 of the Government Code. (Reference: PCC § 10353)

49. Recycling Certification

The subrecipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

50. Resolution

Upon request, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the grant agreement.

51. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

52. Single Audit Act Certification

The OTS is the agency responsible for administering California's' federal highway safety funds on behalf of the Governor. Federal funds are provided for this grant by the United States Department of Transportation. The records and supportive documentation for all completed grants are subject to an on-site audit and OTS reserves the right to inspect and review during normal

working hours the work product of any independent auditor in support of their audit.

The subrecipient certifies that it will comply with the Single Audit Act of 1984 (31 U.S.C. Chapter 75 - 7501-7506 et seq.), as amended, which requires the following:

a. State or local governments that receive $750,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (2 CFR Subpart F - 200.501).
b. State or local governments that receive less than $750,000 a year shall be exempt from compliance with the Act and other federal audit requirements.
c. Nothing in this paragraph exempts State or local governments from maintaining records of federal financial assistance or from providing access to such records to Federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations".
d. The State Controller's Office notifies OTS of those cities, counties, and special districts that have not submitted an audit report or have not indicated to SCO that they are exempt each fiscal year. Subrecipient agencies that are not in compliance will be notified and required to provide verification of compliance or be subject to sanctions including, reimbursement withholding or grant cancellation.

53. Solicitation

No employee of the applicant agency, the contractor, or any agency acting on behalf of the agency, may solicit or accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

54. Statement of Compliance

Subrecipient has, unless exempted, complied with the nondiscrimination program requirements (GC 12990 (a-f) and CCR, Title 2, Section 11102 and 11103). (Not applicable to public entities.)

55. Subrecipient/Contractor Name Change

An amendment is required to change the subrecipient or contractor's name as listed on this grant agreement. Upon receipt of legal documentation of the name change an amendment will be processed. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

56. Sweat Free Code of Conduct

All subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The subrecipient further declares under penalty of perjury that they adhere to the Sweat Free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The subrecipient agrees to cooperate fully in providing reasonable access to the subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

57. Termination for Cause

The State may terminate this grant agreement and be relieved of any payments should the subrecipient fail to perform the requirements of this grant agreement at the time and in the manner herein provided. (Reference: DGS Standard Agreement "General Terms and Conditions")

58. Termination without Cause

Either party may terminate without cause upon thirty days written notice to the other party. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement (Reference: State Contracting Manual, Chapter 9.12).

59. Timeliness

Time is of the essence in this subrecipient agreement (Reference: DGS Standard Agreement "General Terms and Conditions,").

60. Unenforceable Provision

In the event that any provision of this subrecipients agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be effected thereby. (Reference: DGS Standard Agreement "General Terms and Conditions")

Institutions of Higher Education

The Department of General Services requirements for universities contained within the document, UTC-220 University Terms and Conditions (Effective 2/20), are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

1. **Subcontracts**. Subrecipient may enter into contract(s) to perform applicable provisions of this grant agreement. The subrecipient is responsible for ensuring that all activities delegated to contractors are in support of this grant agreement.

   Consultants and/or contractors shall be selected in accordance with the subrecipient agency procurement policies and procedures in order to comply with the terms of this grant agreement and in accordance with the OTS GPM.

   The subrecipient, consultant or contractor are subject to all applicable terms and conditions and are bound the applicable certifications of the grant agreement and 2 CFR Subpart F Appendix II and 2 CFR Subpart E 200.451whichever is applicable.

   OTS is not obligated to make any payment under any grant agreement prior to final execution or outside the terms of the contract period. Contractor expenditures incurred prior to final contract execution are taken at the risk of that contractor agency and will be considered unallowable if that agreement/contract is not executed.

2. **Indemnification**. The University shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this grant agreement but only the proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its respective officers, agents or employees.

   In accordance with Government Code Section 895.4, the State shall defend, indemnify and hold harmless the University, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State, its respective officers, agents or employees.

APPENDIX E – DOCUMENT EXAMPLES

Personnel Activity Report (PAR)

State of California · Office of Traffic Safety
PERSONNEL ACTIVITY REPORT (PAR)
OTS-26a

Agency: **Grant Number:** **Grant Period:**

Employee Name: **Position Title** **OTS Hours:**

Month/Year:

	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
OTS																																	
OTHER																																	
OTHER																																	
OTHER																																	

Employee Signature/Date **Supervisor Signature/Date**

Month/Year:

	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
OTS																																	
OTHER																																	
OTHER																																	
OTHER																																	

Employee Signature/Date **Supervisor Signature/Date**

Month/Year:

	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
OTS																																	
OTHER																																	
OTHER																																	
OTHER																																	

Employee Signature/Date **Supervisor Signature/Date**

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State of California · Office of Traffic Safety
PERSONNEL ACTIVITY REPORT (PAR)
OTS-26a

A PAR is an employee-maintained log which accounts for 100 percent of the employee's time. The form is used to identify effort spent on multiple programs/federal funds.

PAR's must meet the following standards:

- Reflect the employee's after-the-fact distribution of time by program/federal fund.
- Account for the total activity by program/federal fund for which each employee is compensated (whether grant related or not).
- Must be prepared at least monthly and coincide with one or more pay periods, and
- Must be signed by the employee and his/her supervisor monthly.

INSTRUCTIONS -

1. Enter the name of Agency, Grant Number, Grant Period, Employee Name, Position Title, and OTS Hours.
2. Enter the name of the Month/Year Reporting.
3. OTS Hours - Enter actual hours worked on the OTS grant by Fund.
4. Other - Enter the actual hours worked on other programs. Account for the total hours by program/federal fund. Each funding source should be on a separate line entry.
5. Employee and Supervisor are required to sign and date by month. Please ensure that every employee has a PAR signed for every month worked during the grant year.
6. Retain all PARs in agency grant file. Submit to OTS upon request.

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Employee Time Certification

STATE OF CALIFORNIA • OFFICE OF TRAFFIC SAFETY

Employee Time Certification Form (Grantees/Subgrantees)

OTS-26

Grantees and subgrantees receiving 100 percent of funding from the Office of Traffic Safety (OTS) for personnel services must complete certifications stating that the employee(s) worked solely on that program for the period covered by the certification. The certification must be prepared at least semi-annually and must be signed by the employee and supervisory official having first-hand knowledge of the work performed by the employee.

EMPLOYEE TIME CERTIFICATION

EMPLOYEE NAME _____

I certify that I have worked 100 percent of my time on an Office of Traffic Safety (OTS) Grant.

From: October 1 **To:** March 31

EMPLOYEE SIGNATURE _____ _____
Date

SUPERVISOR NAME _____

SUPERVISOR SIGNATURE _____ _____
**Do not sign prior to March 31st* Date

EMPLOYEE TIME CERTIFICATION

EMPLOYEE NAME _____

I certify that I have worked 100 percent of my time on an Office of Traffic Safety (OTS) Grant.

From: April 1 **To:** September 30

EMPLOYEE SIGNATURE _____ _____
Date

SUPERVISOR NAME _____

SUPERVISOR SIGNATURE _____ _____
**Do not sign prior to September 30th* Date

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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 5

Agenda Item: Public Works Department Annual Report 2024

Executive Summary: The Public Works Department has completed its fourth Annual Report for 2024.

Requested Action / Suggested Motions: Receive and File.

Responsible Staff Member: Anush Nejad, Director of Public Works

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - Annual Report 2024.docx
02-PW Annual Report 2024.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 12, 2025

Title: Public Works Department Annual Report 2024

Location: Public Works

Responsible Staff Member: Anush Nejad, Director of Public Works – (530) 542-6031

Background: This is the Public Works Department's fourth annual report summarizing its accomplishments in 2024.

Issue and Discussion: The Public Works Department has delivered or is in the process of delivering over $120 million in capital improvement programs, the largest in the City's history. The Department also hired two new Associate Engineers to deliver the Capital Improvement Program projects. As outlined in the attached 2024 Annual Report, a significant number of departmental goals were accomplished.

Financial Implications: None

Environmental Considerations: Not a project. This is an annual report is not subject to review under the California Environmental Quality Act (CEA) under CEQ Guiles section 15378 (b) (2) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

Policy Implications: This report is a benchmark for future annual activities and goals.

PUBLIC WORKS

Annual Report 2024

CITY OF
SOUTH LAKE TAHOE

Public Works Department

Annual Report 2024

Administration

Fleet Services

Facilities Maintenance

Streets/Snow Maintenance

Stormwater

Airport

Capital Improvement Program

Engineering

The Public Works Department core services consist of several Divisions: Administration, Engineering, Storm Water Management, Facilities, Streets/Snow, Fleet Services and Airport.

These operating divisions provide core services in support of the City's strategic initiatives, including: capital project implementation, storm water management, compliance with municipal storm water discharge permit, roadway maintenance, snow removal, road rehabilitation, maintenance of facilities, preservation of City facilities, provision of safe public spaces, and fleet services supporting City operations. These services support other Departments, including Police, Fire, Parks and Recreation and Airport.

The Public Works Department is funded through multiple funding sources including the General Fund, Gas Taxes, State and Federal Grants, Assessment Districts, Permits and Inspection fee revenues. Grant funding has helped to offset costs and reduce the Department's general fund budget. While grants have significantly helped offset the cost of implementing priority capital improvement projects, the Public Works Department is also focused on determining asset maintenance needs and evaluating funding options for infrastructure repair as a strategic priority.

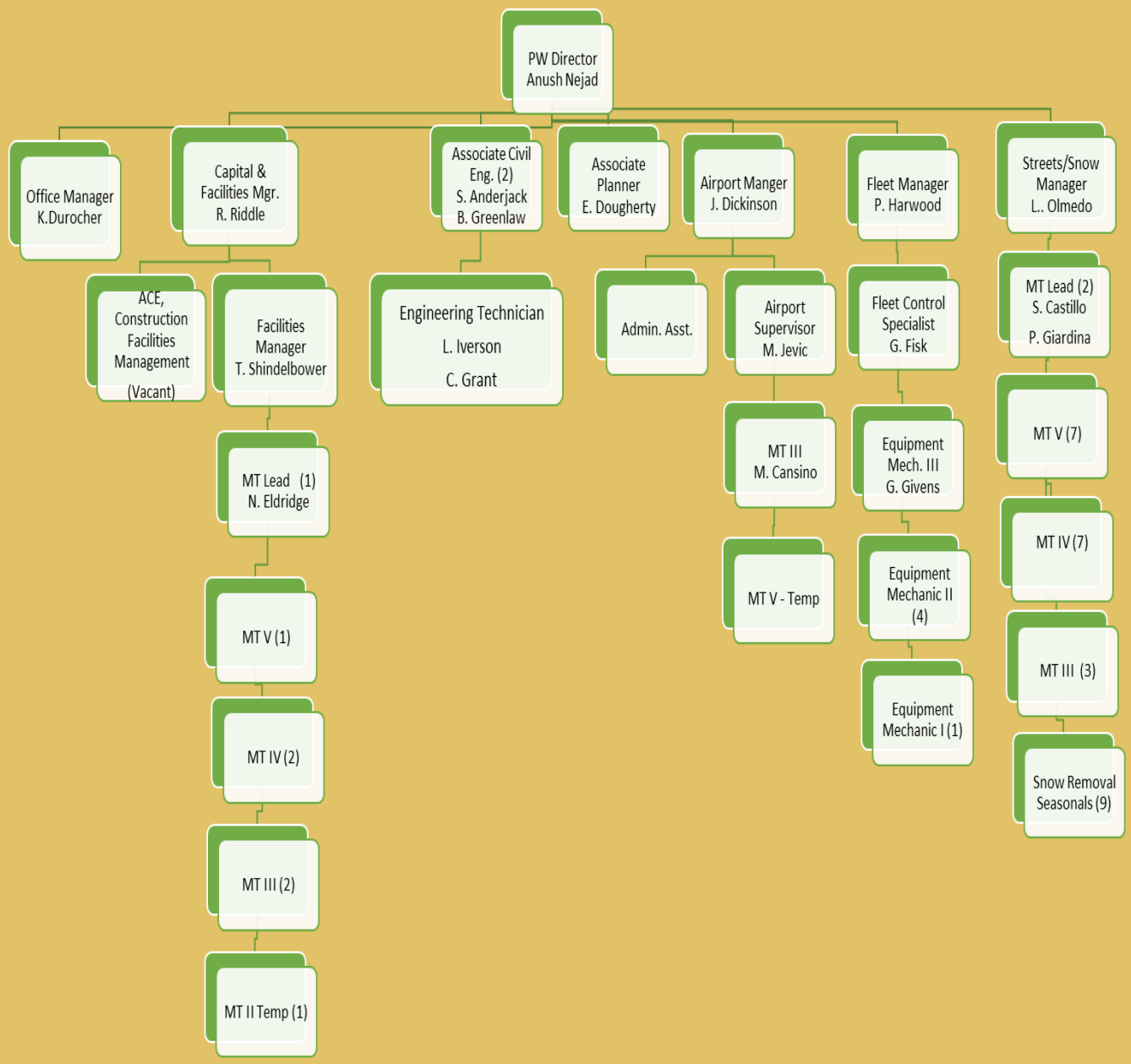
Administration - Anush Nejad

Public Works Administration

Supports all Divisions within the Public Works Department and is usually the first contact with citizens. In 2024, PW Administration received 646 requests through the asset management program.

PW Administration is also accountable for fiscal oversight including budget preparation, franchise agreements, procurement, clerical support, human resources requirements, regulation of CFR 49 for employees with Commercial Driver's License, DMV Pull Notice Program, Random Alcohol Drug Testing Program and liaison to other agencies, joint powers, coalitions, advisory committees, and task forces.

2024-25 Org Chart



Fleet Services—Phil Harwood

Phil Harwood is the Maintenance Manager responsible for the Fleet Services.

- Fleet Services recorded 9,754 hours maintaining 391 vehicles and pieces of equipment. Two fuel sites are in operation and 99,390 gallons of diesel and unleaded were dispensed for city vehicle usage.

- Fleet has just had are spring time public auction for surplus equipment. It has earned the City $105,000 that will go back to vehicle replacement fund.
- For 2025 six new vehicles and equipment were purchased and received into the City's fleet for a total of $1,336,018, including two new street sweepers.

DEERE

◊ In 2012, the City of South Lake Tahoe, Fleet Services earned the Blue Seal of Excellence from the National Institute for Automotive Service Excellence and has maintained the award for 13 years.

Facilities Maintenance—Travis Shindelbower

Travis Shindelbower is the Maintenance Manager responsible for the Facilities Maintenance.

The Facilities Maintenance Operations

performs a variety of maintenance services to repair, replace, develop, and

maintain along with management of contractors and services for the City's various facilities and assets, including city buildings, Airport, walkway and parking lot lighting, underground pumps at Colorado Court and other infrastructure.

The Division maintains 51 separate properties for a total 472,209 square feet citywide.

The Facilities team receive requests for moving furniture to minor repairs to major repairs.

This picture depicts typical upgrades in City Facilities, including electrical and flooring repairs at Lakeview Commons concession building.

Facilities Maintenance

Throughout 2024 many projects were completed on City facilities:

- Procured contractors for repairs and updates on snowmelt systems at Stateline Transit Center and Parking Garage.
- Installed Pelican smart thermostats at several facilities to help with energy savings and early detection of faults.
- Replaced bay heaters at 7 facilities.
- Worked with contractors, School District, Liberty and others to stage a temporary warming room at the middle school.
- Built modular gas shelters around gas meters throughout the City to protect them from winter weather.
- Helped manage and facilitate the City parking garage rehabilitation and retrofit.
- Assisted contractors with radio infrastructure installs.
- HVAC replacements at Ice Arena, Senior Center, PD, TTD Maintenance shop, FS 2, FS3 and others.

Facilities Maintenance

- Troubleshoot and repaired walkway lights throughout the City and replace damaged poles and fixtures.
- HVAC repairs at nearly all facilities with contractor assistance and in-house staff.

City Staff, along with the support of local contractors, completed interior updates at Fire Station 3

Fire Station 3 Before and After Photos

Street Maintenance—Luis Olmedo

Luis Olmedo is the Maintenance Manager responsible for the Streets and Snow Operations.

Street Maintenance provides maintenance for 259 lane miles of road, maintains over 7,700 signs and post markers, inspects cleans and maintains 2,000+ drainage inlets, vaults, infiltration

Street Maintenance/Snow Removal

The City of South Lake Tahoe Council recognized Pride Month and voted to paint certain sidewalks with pride recognition colors.

- ◊ A crosswalk was painted for Pride Month and a Red, White and Blue Bike Path.

- ◊ A 75’ trench was dug to complete the electrical for the block heaters at Rufus Allen.
- ◊ In 2024, there were 10,288 staff time hours for snow removal and sanding.

Stormwater

The Engineering Division is responsible for the City's Stormwater Management Program in ensuring compliance with the National Pollutant Discharge Elimination System (NPDES) Tahoe Municipal Permit for Stormwater/Urban Runoff Discharges from the City of South Lake Tahoe.

The City completed maintenance on several stormwater basins and ditches. Before winter, each stormwater basin in the City of South Lake Tahoe was surveyed to determine maintenance needs, including but not limited to vegetation and sediment removal around inlets/outlets, debris removal, trash cleanup, and erosion control work.

Stormwater

The Lake Tahoe Total Maximum Daily Load (TMDL) requires that the City achieve specific reductions of fine sediment and nutrient particles in urban run-off to restore and protect the clarity of Lake Tahoe. The City is on track to comply with the milestones to demonstrate compliance with the required reductions as shown in the Lake Clarity Crediting Program. Through modeling and field inspections, credits are registered to verify the effectiveness of street sweeping and stormwater treatment systems from preventing sediment and nutrients from entering the lake. For 2024, the City exceeded the target of 647 credits, securing a total of 653 credits. This puts the City in a strong position to meet the same target of 647 credits by September 30, 2025.

CREDITS

The credit targets and progress for City of South Lake Tahoe are shown below. Jurisdictions register and declare credits to meet the targeted number of credits and Lake Tahoe TMDL milestones. View all credit targets.

Water Year 2025

Credit Target: 647

Water Year 2024

- 23 credits awarded from Glorene and 8th
- 58 credits awarded from Rocky Point 1&2
- 22 credits awarded from Harrison Ave
- 12 credits awarded from Rocky Point 3&4
- 3 credits awarded from Sierra Tract 1&2
- 122 credits awarded from Bijou Commercial Core
- 37 credits awarded from Sierra Tract 3&4 (2023)
- 430 credits awarded from RoadReg2022
- 54 credits sent to Caltrans

Credits Secured: 653

Credit Target: 647

Airport

The Airport successfully completed the Pavement Maintenance and Rehabilitation Project for all taxiways and ramps.

Airport

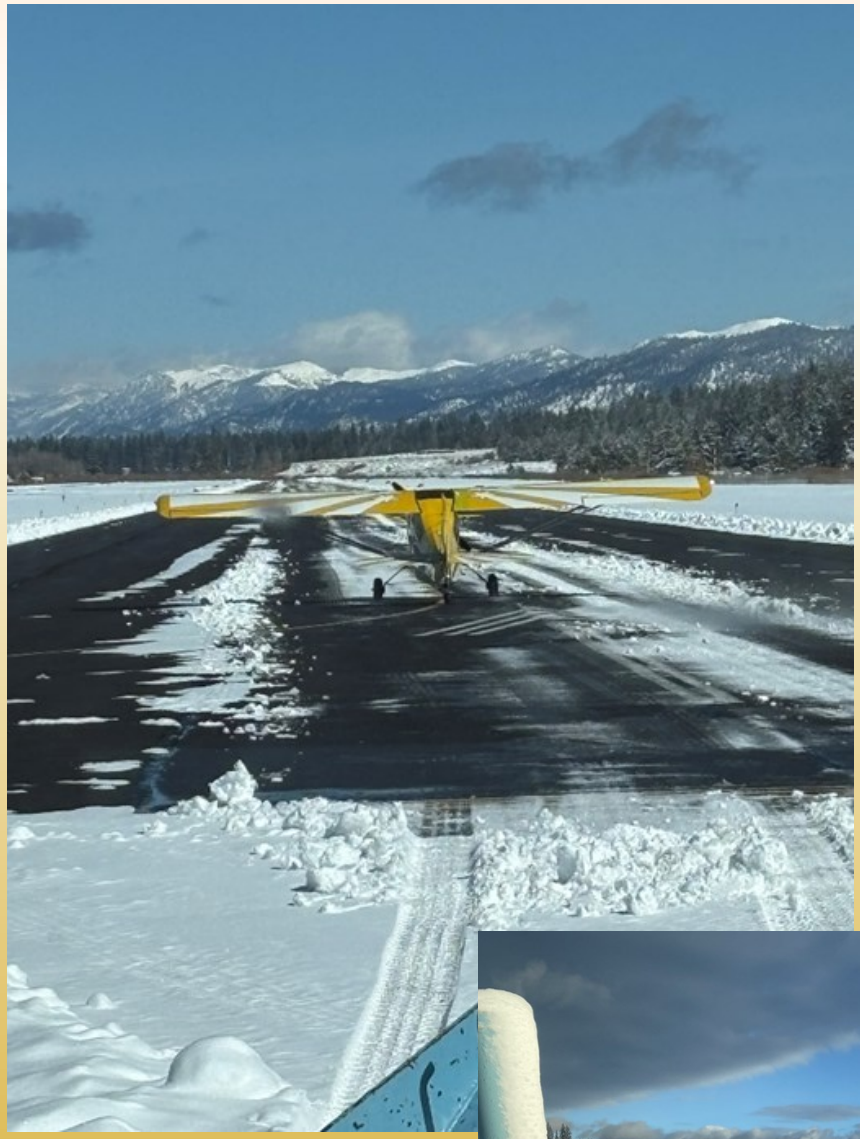
Precision Approach Path Indicators (PAPI) project is starting in July 2025 and expected to be finished by the end of July 2025. This navigational aid is vital for flight safety.

The Flight Deck Golf & Grill Restaurant located in the Airport Terminal opened in July 2025. This will help increase air traffic for Lake Tahoe Airport .

The Airport Master Plan is in second phase of the approval, environmental documentation are moving forward and should be completed in 2025.

Airport

Our snow removal operation quality is increasing. Runway snow clearing time is decreasing, that is helping us to capture more air traffic. Operations in winter have improved dramatically.



Capital Improvement Program (CIP)

The city has implemented a true cohesive team oriented approach to the establishment of our current capital improvement program. This has been accomplished through the utilization of software (EasyCIP) . Projects are forwarded to the team by a sponsoring department or division. Being aware that there are always more project proposals submitted than can be funded within the annual budget, the CIP Development team conducts a project ranking process. The 2024-25 CIP is estimated at $120 million, the highest in City's history.

Fiscal Year 23/24 Active CIP Projects

Asset Maintenance and Replacement

Fire Station 1 Carpet Replacement and Painting
Fire Station III Crew Quarters Renovations
Stateline Transit Center Exterior Painting

Aviation

Airport Master Plan Update - Phase 1
Airport Pavement Maintenance Plan
Airport Pavement Repair

Infrastructure and Facility

Bellamy Parking Garage Upgrades
Bijou Park Skate Park Renovations
Broadband Infrastructure Program
Ice Arena Fire Suppression Repair
Lakeview Commons and Ski Run Blvd Electrical Upgrades
Long Term Capital Replacement
Miscellaneous Maintenance - Minor Capital
New Multi-Generational Recreation Center
Police Department Roof Replacement
Regan Beach Concession Building Repairs
Services Center Renovations
Sugar Pine Multi-Use Trails - AHSC Grant

Operations

Parks Equipment
Public Works and Snow Equipment Vehicles Replacement

Storm Water NPDES

Bijou Park Creek (SEZ Restoration Project -Upper Watershed)
Drainage Improvements - Micro Areas - City Wide
James & Eloise Drainage Pipe Replacement
Tahoe Valley Stormwater and Greenbelt Improvement Project

Sustainability

Corp Yard Upgrade - AHSC Grant
Electric Vehicles - Fleet Replacement
EV Charging Stations - Microtransit Electric Vans
Telemetry Based Mechanical Controls
Water Fountain Stations

Transportation, Bicycle, and Pedestrian

Annual Streets and Roads Paving and Rehabilitation
Bijou Bike Park Small Pump Track Paving
Bijou Park Connector Project
Citywide ADA Upgrades
Dennis Machida Memorial Bike Way Phase 1C
Heavenly Valley Parking/Traffic Upgrades
Pioneer Trail Pedestrian Improvements - Phase II
Pioneer Trail Safety Improvement Project - HSIP
Vision Zero Program

Engineering

Engineering Department is responsible for implementation of Capital Improvement Program and applying for grant funds.

The following are some of accomplishments of the Engineering Department in 2024.

- 2024 Road Rehab

The 2024 Road Rehabilitation Project included pavement resurfacing portions of Needle Peak, Regina Rd., Saddle Rd., Keller and 10th Street. Project work included new asphalt concrete paving, resetting utility castings to grade, and new pavement striping.

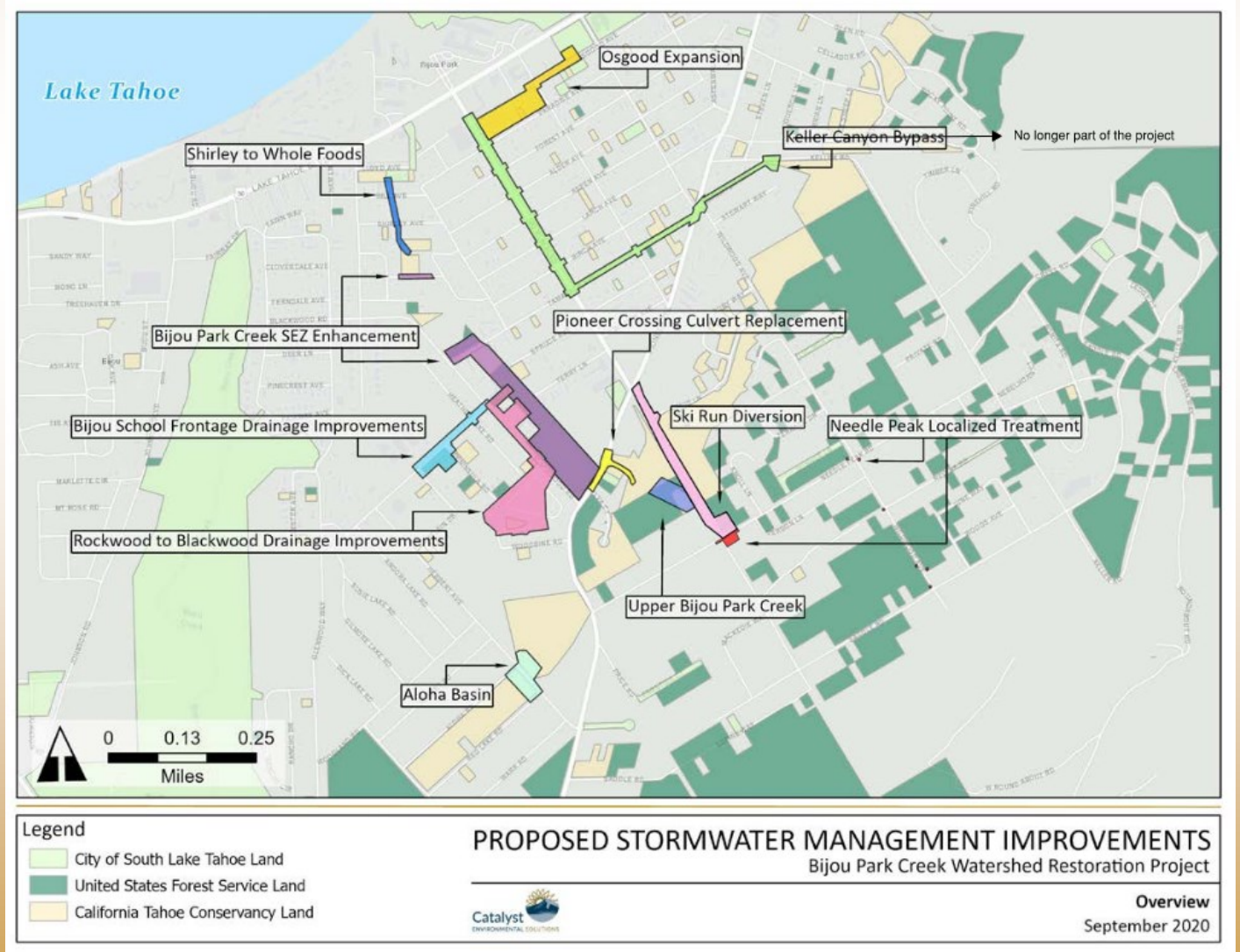
Engineering

- ## Upper Bijou Park Creek Watershed Restoration Project

The Upper Bijou Park Creek Watershed Restoration Project is a watershed-scale project seeking to address water quality and flooding issues in a phased approach to provide treatment for urban runoff from roadways, commercial and residential areas in an approximately 850-acre watershed that discharges to Lake Tahoe via the Ski Run Marina.

The overall Project contains nine different projects within the Bijou Park Creek watershed: Rockwood to Blackwood Drainage Improvements, SEZ Enhancement, Shirley to Whole Foods, Bijou School Frontage Drainage Improvements, Aloha Basin, Tamarack Culvert, Needle Peak Localized Treatment, Ski Run Diversion, and Osgood Basin Expansion.

Due to funding limitations, each of the projects will likely need to be bid out and constructed as standalone projects. The City is working on obtaining grants to construct the unfunded projects. Final design on unfunded projects is currently in process. Two of the projects, Rockwood to Blackwood Drainage Improvements and Aloha Basin are being constructed in



Engineering

- Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 1

During the2024 construction season, Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 1 continued. This included installation of new storm drain and water quality basins in the Bonanza neighborhood on Bonanza Avenue, D Street, and F Street, and downstream of James Avenue at 3rd Street to Tahoe Keys Boulevard. Implementation of phase 1 improvements resumed in May 2025 and is anticipated to be complete by September. This project included repaving the portions of Bonanza Avenue, D Street, and F Street here storm drain improvements were completed.

Completed water quality basin on D Street between Margaret Avenue and Dedi Avenue, functioning over the winter of 2024-2025

- Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 2

Phase 2 of the Tahoe Valley Stormwater and Greenbelt Improvement Project was awarded in November 2024 and began construction in May 2025. This project includes new recreational elements, multi-use paths, boardwalks, and water quality basins in the greenbelt area behind The Crossings. It is anticipated to be complete at the end of the construction season.

Progress in greenbelt area

Engineering

Vision Zero Action Plan

The City of South Lake Tahoe received a grant for the development of a Vision Zero Action Plan in June 2023 from the United States Department of Transportation. With these funds, the City was able to develop a holistic, well-defined strategy with the goal of preventing roadway fatalities and serious injuries by the year 2035.

The Vision Zero Action Plan lists new projects based on evolving needs and information as well as completed projects and progress made to date related to traffic safety that will continue to be addressed.

The Vision Zero Action Plan will be treated as a dynamic, living document. A thorough evaluation of the effectiveness of implemented strategies will be essential for informing future updates and engaging key stakeholders through the Task Force and public outreach efforts will be crucial to gathering feedback and identifying areas for improvement or modification.

Engineering: Active Grants

Caltrans CMAQ	Pioneer Trail Ped Upgrades Acquisition.	$ 300,000
Caltrans ATP	Pioneer Trail Ped Improv PH 2	$1,200,000
Caltrans- CMAQ, RSTP	Pioneer Trail Ped Upgrade, Construction	$2,157,000
Caltrans HSIPL (Zs30)	Pioneer Trail Edna St. Upgrades	$ 49,500
Caltrans HSIPL (ZS30	Pioneer Trail Edna St. Construction	$ 103,590
Caltrans	Sustainable Transportation Planning	$ 420,517
State Water Resource Board	Tahoe Valley Greenbelt	$6,922.904
Calif. Tahoe Conservancy	Tahoe Valley Greenbelt	$ 550,000
Calif. Tahoe Conservancy	Tahoe Valley Greenbelt	$1,000,000
TRPA	Tahoe Valley Greenbelt Improvements	$ 725,000
Lahontan Regional Water	Tahoe Valley Greenbelt Improvements	$ 80,000
Calif. Tahoe Conservancy	Dennis Machida Memorial Trail Planning	$ 800,000
State CA HCD	Bijou Connector Multi Use Trail	$ 977,000
USFS LT Basin Mngt Unit	Bijou Park Restoration	$ 750,000
USFS LT Basin Mngt Unit	Bijou Park Creek Restoration Const.	$1,000,000
FHWA USDOT	Vision Zero Action Plan	$ 200,000
HCD AHS Strategic Growth	Bike and Ped Improvements	$2,422,543
ARPA	Services Center Maintenance/Repair	$ 80,000
ARPA	Skate Park Renovations	$ 250,000
ARPA	Planning Greenway Ph 1	$ 256,037
ARPA	Bijou Park Creek Restoration	$ 482,655
ARPA	New Recreation Center	$2,203798
	TOTAL	**$ 22,730,544**

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 6

Agenda Item: Award Furniture, Fixtures & Equipment Contract for New Multigenerational Recreation and Aquatic Center

Executive Summary: On March 25, 2025, City Council approved $1,470,531 towards the procurement of furniture, fixtures and equipment (FF&E) for the new Recreation & Aquatics Center. The new Recreation & Aquatics Center has many locations that require FF&E. Staff worked with Meteor Education to FF&E to furnish the different spaces throughout the building. Meteor provided staff with a quote for $237,875.80 for the purchase, storage, delivery and installation of the FF&E.

Requested Action / Suggested Motions: Pass a Motion authorizing the Mayor Pro Tem to execute the Professional Services Agreement with Meteor Education in the amount of $237,875.80 for the purchase, delivery, storage and installation of the furniture, fixtures and equipment for the new Multigenerational Recreation and Aquatic Center.

Responsible Staff Member: John Stark, Director of Parks & Recreation

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report-Contract with Meteor Education for FFE 7.30.25.docx
02-Agreement with Meteor Education 8.1.25.docx
03-Meteor Cooperative Purchasing Agreement

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 12, 2025

Title: Award of Professional Services Agreement with Meteor Education to Purchase, Store and Install Furniture, Fixtures & Equipment at the New Multigenerational Recreation and Aquatic Center

Location: Citywide

Responsible Staff Member: John Stark, Director of Parks & Recreation

Background: On March 25, 2025, City Council approved $1,470,531 towards the procurement of furniture, fixtures and equipment (FF&E) for the new Recreation & Aquatics Center. The new Recreation & Aquatics Center has many locations that require FF&E. Staff worked with Meteor Education to FF&E to furnish the different spaces throughout the building. Meteor provided staff with a quote for $237,875.80 for the purchase, storage, delivery and installation of the FF&E.

Issue and Discussion: Meteor holds a cooperative agreement through the Region 10 Education Service Center solicited RFP R10-1176. As stated in the RFP, this solicitation was to result in one or more cooperative (commonly known as “piggybackable”) contracts. In order to utilize the contract, agencies must reference the contract R10-1176K on official purchase documentation that allows public sector entities to utilize their master agreement to procure this FF&E.

Meteor will provide the FF&E, storage, delivery and installation.

Financial Implications: The total cost of the FF&E delivery, storage and installation is not to exceed $237,875.80, as outlined in the attached Professional Service Agreement. The project will be funded from the New Rec Center FF&E Account 301-70023.

Environmental Considerations: This is not a “project” subject to review under the California Environmental Quality Act (CEQA) Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies)

Policy Implications: This action is consistent with the 2025-2030 Strategic Plan Strategic Priority 7.1 complete the new Recreation and Swim Complex and maintain the current complex in the meantime and 7.7 Continue to improve access for people of all abilities to all public spaces.

ACITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 12 day of August 2025 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Meteor Education, LLC ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for one year.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$237,875.80** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Prevailing Wages Required. Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, Consultant, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Consultant must comply with all applicable requirements set forth in Division 2, Part 7, Chapter 1. Attention is specifically directed to the following sections of the California Labor Code: Prevailing Wage Requirements (§§ 1771.5 and 1776); Apprentices (§1777.5); Working Hours (§§1810 to 1815); Workers' Compensation (§ 1860); and Protection of Workers in Trench Excavations (§§ 6705 and 6707). In accordance with Labor Code section 1771.5, that the Project is subject to monitoring and enforcement by the Department of Industrial Relations pursuant to 8 Cal. Code Reg. §§16450 through 16464, including the obligation to furnish certified payroll records directly to the Division of Labor Standards Enforcement's Compliance Monitoring Unit (CMU), using the CMU's electronic certified payroll reporting (eCPR) system.

   Pursuant to the provisions of California Labor Code Section 1773.2, Consultant is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker required to execute the Agreement, are on file in the City's office. Consultant agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774. These rate determinations are found on the State of California

Department of Industrial Relations' website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. Pursuant to the provisions of California Labor Code Section 1813, Consultant or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Agreement by the respective Consultant or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract and shall report them to the Division of Labor Standards Enforcement.

5. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

7. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

8. Ownership of Documents.
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

9. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise,

unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

11. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the

performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will not serve in a staff capacity and will conduct research and arrive at conclusions with respect to their rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700.3(a)].

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out their duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. If Consultant will be physically present in the City of South Lake Tahoe to perform some or all of the services, Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

15. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims,

demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

16. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for their employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general

aggregate limit shall be at least twice the required occurrence limit. An endorsement providing completed operations coverage for the City, ISO form CG 20 37 (or equivalent) is also required.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

v. Cyber Liability Coverage. Consultant shall maintain cyber liability insurance with limits not less than one million dollars ($1,000,000) per claim, two million dollars ($2,000,000) aggregate. Coverage shall be sufficiently broad to sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not limited to, claims involving security breach; system failure; data recovery; business interruption; cyber extortion; social engineering; infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. Vendor's policy shall be primary and shall

not seek contribution from the City's coverage, shall contain a waiver of subrogation in favor of the City, and shall be endorsed to provide that City and its officers, officials, employees, agents, and volunteers are additional insureds. Any failure to comply with the reporting provisions of the policy by Vendor shall not affect coverage provided to the City. If Vendor maintains broader coverage and/or higher limits than the minimums listed above, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability

policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office

City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: Gina La Bier, Director of Market Development

1318 E. Shaw, Suite 415

Fresno, CA 93710

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

21. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

22. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of ancestry, age, color, disability, genetic information, gender expression, gender identity, marital status, medical condition, military or veteran status, national origin, race, religion, reproductive health decision making, sex/gender, or sexual orientation. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990,

(42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____

Cody Bass, Mayor Pro Tem

Date _____

CONSULTANT:

By _____

Gina La Bier, Director of Market Development

Date _____

Business License # ___332528_

APPROVED AS TO FORM:

By_____

Heather Stroud, City Attorney

Date _____

ATTEST:

By_____

Susan Blankenship, City Clerk

Date _____

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

Scope of Services

METEOR EDUCATION

Customer Quick Quote (Quote #Q-04943-9)
Community and Rec Center

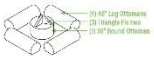
Meteor Education, LLC	Prepared For:	Site:
690 NE 23rd Avenue Gainesville, FL 32609 www.meteoreducation.com	City of South Lake Tahoe 1180 Rufus Allen Boulevard, South Lake Tahoe, California, 96150	City of South Lake Tahoe 1180 Rufus Allen Boulevard, South Lake Tahoe, CA, 96150

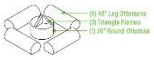
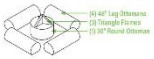
Quote ID	Terms	Quote Contact	Site Contact
Q-04943 07/30/2025 NICOLE D	Net 30 Days Prices Good Through 08/29/2025	Gina La Bier 9257272827 glabier@meteoreducation.com	Jonathan Howells jhowells@cityofslt.us

Amtab Manufacturing - Equalis (Region 10) - Equalis (Region 10) - Balance of Line - Zone 4 Installed | **Equalis (Region 10) - Balance of Line - Zone 4 Installed R10-1176K** | Discount: 57.00% | Install: 13.00% | Freight: 23.00%

Item No.	Image	Qty	Model Number	List Price	Your Price	Ext. Price
1		4	**CB2448-DR** **Description:** MOBILE E-Z TILT - RECTANGLE, 24"x 48" * Mobile E-Z Tilt Tables Series * Opened Footprint: 24"D x 48"W * Table Top Laminate Finish * Dyna-rock Edge Finish * Metal Finish * Casters LaminateTop: Wilsonart Beigewood - 7850 (qty 1 each) (srp $0.00) Metal Finish: Black (qty 1 each) (srp $0.00) Table Edge: Dyna-Rock Black (qty 1 each) (srp $0.00) TableHeight: 29" (qty 1 each) (srp $0.00) Wheel: Black (qty 1 each) (srp $0.00)	$2,486.00	$1,068.98	$4,275.92
2		8	**CB3072-DR** **Description:** EZ-TILT MOBILE TABLE W/ DYNA-ROCK EDGE, RECTANGLE, 30"X72" * Mobile E-Z Tilt Tables Series * Opened footprint: 30"D x 72"W * Table top laminate finish * Dyna-Rock edge finish * Metal finish * Casters LaminateTop: Wilsonart Beigewood - 7850 (qty 1 each) (srp $0.00) Metal Finish: Black (qty 1 each) (srp $0.00) Table Edge: Dyna-Rock Black (qty 1 each) (srp $0.00) TableHeight: 29" (qty 1 each) (srp $0.00) Wheel: Black (qty 1 each) (srp $0.00)	$3,006.00	$1,292.58	$10,340.64
3		2	**MT12-DR** **Description:** MOBILE RECTANGULAR TABLE W/ DYNA ROCK EDGE, 145"X30" * Mobile Shape Tables Series * 145"D x 30"W * Laminate top finish * Dyna-rock edge finish * Metal finish LaminateTop: Wilsonart Beigewood - 7850 (qty 1 each) (srp $0.00) Metal Finish: Black (qty 1 each) (srp $0.00) Table Edge: Dyna-Rock Black (qty 1 each) (srp $0.00) TableHeight: 29" (qty 1 each) (srp $0.00) Wheel: Black (qty 1 each) (srp $0.00)	$4,252.00	$1,828.36	$3,656.72
					Vendor Total:	$18,273.28

Fomcore LLC - Equalis (Region 10) - Equalis (Region 10) - Zone 4 Installed	Equalis (Region 10) - Zone 4 Installed R10-1176K	Discount: 46.79%	Install: 5.00%	Freight:Quoted Freight

Item No.	Image	Qty	Model Number	List Price	Your Price	Ext. Price
1		2	**F005-18x18-Z-GR1**	$535.00	$284.67	$569.34
			Description: ROUND OTTOMAN, FULLY ZIPPERED, GR1 * Ottoman Series * 18"Dia x 18"H * Fully zippered * All foam construction * Reinforced seams and stitching Height: 18"H (qty 1 each) (srp $0.00) Seat: Top: Milano Stitch - Alpine (qty 1 each) (srp $0.00) Side: Bottom: Silvertex Neo - Storm (qty 1 each) (srp $0.00)			
2		1	**F005-30x18-Z-GR1**	$1,465.00	$779.53	$779.53
			Description: 30" ROUND OTTOMAN, FULLY ZIPPERED, GR1 * Ottoman Series * 30"DIA x 18"H * Grade 1 fully upholstered w/ zipper * All foam construction * Reinforced seams and stitching Seat: Silvertex Neo - Carbon (qty 1 each) (srp $0.00) Side: Silvertex Neo - Plata (qty 1 each) (srp $0.00)			
3		1	**F005-30x18-Z-GR1**	$1,465.00	$779.53	$779.53
			Description: 30" ROUND OTTOMAN, FULLY ZIPPERED, GR1 * Ottoman Series * 30"DIA x 18"H * Grade 1 fully upholstered w/ zipper * All foam construction * Reinforced seams and stitching Seat: Chambray - Aquamarine (qty 1 each) (srp $0.00) Side: Chambray - Aquamarine (qty 1 each) (srp $0.00)			
4		2	**F133-48X28X31-GR1-OPTA**	$2,915.00	$1,551.07	$3,102.14
			Description: CONNECT LOW BACK SOFA, GR1 * Connect Series * 48"D x 28"W x 31"H * Grade 1 fabric * Seat height - 18" * Base options Base: 1" Nylon Glide (qty 1 each) (srp $0.00) Seat: Silvertex Neo - Storm (qty 1 each) (srp $0.00) Side: Chambray - Aquamarine (qty 1 each) (srp $0.00)			
5		1	**F165-24.5x31.5x32-Z-GR1**	$1,700.00	$904.57	$904.57
			Description: ROCK'N ROLLER, FULLY ZIPPERED, GR1 * Lotus Series * 24-1/2"D x 31-1/2"W x 32"H * 18" seat height * Reinforced seams and stitching * All foam construction * Fully zippered * Grade 1 upholstery Back: Milano Stitch - Alpine (qty 1 each) (srp $0.00) Seat: Silvertex Neo - Storm (qty 1 each) (srp $0.00)			
6		1	**FK032-12X12X3-Z-GR1**	$255.00	$135.69	$135.69
			**Description:** TRIANGLE FLAME, GR1 * Campfire Combo Series Triangle Flame * 12"D x 12"W x 3"H * Solid foam construction * Reinforced seams and stitching * Fully zippered FabricGR1: Silvertex Neo - Imperial (qty 1 each) (srp $0.00)			

7	1	**FK032-12X12X3-Z-GR1**	$255.00	$135.69	$135.69
		**Description:** TRIANGLE FLAME, GR1 * Campfire Combo Series Triangle Flame * 12"D x 12"W x 3"H * Solid foam construction * Reinforced seams and stitching * Fully zippered FabricGR1: Silvertex Neo - Bazaar (qty 1 each) (srp $0.00)			
8	1	**FK032-12X12X3-Z-GR1**	$255.00	$135.69	$135.69
		**Description:** TRIANGLE FLAME, GR1 * Campfire Combo Series Triangle Flame * 12"D x 12"W x 3"H * Solid foam construction * Reinforced seams and stitching * Fully zippered FabricGR1: Silvertex Neo - Limoncello (qty 1 each) (srp $0.00)			
9	6	**FK501-18x15x18-Z-GR2**	$553.63	$294.59	$1,767.54
		Description: LOG OTTOMAN-FULLY ZIPPERED, GR2 * Lotus Series * 18"D x 15"W x 18"H * All foam construction * Reinforced seams and stitching * Grade 2 upholstery * Fully zippered-no wood base Center: Tree Bark (qty 1 each) (srp $0.00) Ends: Tree Rings (qty 1 each) (srp $0.00)			
				Vendor Total:	$8,309.72

Friant - Equalis (Region 10) - Equalis (Region 10) -Zone 4 Installed -Balance of Line | **Equalis (Region 10) -Zone 4 Installed -Balance of Line R10-1176K** | Discount: 67.44% | Install: 15.00% | Freight:Quoted Freight

Item No.	Image	Qty	Model Number	List Price	Your Price	Ext. Price
1		2	**FCTTB-2448**	$2,029.90	$660.94	$1,321.88
			Description: LUNE TABLE WITHOUT MODESTY, 24"X48" * Lune Series * 24"D x 48"W * Top finish * PVC edge * Base finish * Casters BaseFinish: Gunmetal (qty 1 each) (srp $0.00) Edge: Barley (E33) (qty 1 each) (srp $0.00) Top Finish: Barley (M30) (qty 1 each) (srp $0.00)			
2		2	**FCTTB.2460**	$2,088.20	$679.92	$1,359.84
			Description: LUNE TABLE W/O MODESTY, 24"X60" * Lune Series * 24"D x 60"W * Top finish * PVC edge * Base finish * Casters BaseFinish: Gunmetal (qty 1 each) (srp $0.00) Edge: Barley (E33) (qty 1 each) (srp $0.00) Top Finish: Barley (M30) (qty 1 each) (srp $0.00)			

3	1	**FD-SC-2-30-F**	$1,599.54	$520.81	$520.81
		Description: DASH STORAGE CABINET, 29"H * Dash Series * 15"D x 30"W x 29"H * Top finish * Case finish * Front finish * Pull * Support finish * Locking * Feet CaseFinish: Barley (M30) (qty 1 each) (srp $0.00) Feet: Inset, Black Umber (qty 1 each) (srp $0.00) Front: Barley (M30) (qty 1 each) (srp $0.00) Pull: Wedge Pull - Black Umber (qty 1 each) (srp $0.00) Support: Black Umber (qty 1 each) (srp $0.00) Top Finish: Barley (M30) (qty 1 each) (srp $0.00)			
				Vendor Total:	$3,202.53

Gopher - Equalis (Region 10) - Equalis (Region 10) - Zone 4 Installed | **Equalis (Region 10) - Zone 4 Installed R10-1176K** | Discount: 32.00% | Install: 15.00% | Freight:Quoted Freight

Item No.	Image	Qty	Model Number	List Price	Your Price	Ext. Price
1		8	**64-165**	$27.85	$18.94	$151.52
			Description: PROSTRETCH INDIVIDUAL RESISTANCE TUBING WITH FOAM HANDLES - LIGHT * ProStretch Series * 48"L * Light resistance * ProStretch Series * 48"L * Light resistance			
2		16	**64-166**	$30.00	$20.40	$326.40
			Description: PROSTRETCH INDIVIDUAL RESISTANCE TUBING WITH FOAM HANDLES - MEDIUM * ProStretch Series * 48"L * Medium resistance * ProStretch Series * 48"L * Medium resistance			
3		8	**64-167**	$32.15	$21.86	$174.88
			Description: PROSTRETCH INDIVIDUAL RESISTANCE TUBING WITH FOAM HANDLES - HEAVY * ProStretch Series * 48"L * Heavy resistance * ProStretch Series * 48"L * Heavy resistance			
4		1	**68-677**	$2,470.97	$1,680.26	$1,680.26
			Description: ULTRAFIT WORKOUT MAT PACKS - MOBILE * UltraFit Workout Mat Pack * 48"L x 24"W x 1/2" thick * Includes twenty-four mats * Includes mobile mat rack * UltraFit Workout Mat Pack * 48"L x 24"W x 1/2" thick * Includes twenty-four mats * Includes mobile mat rack			

5	1	**69-834**	$3,438.71	$2,338.32	$2,338.32
		Description: ECOFIT 24 STUDENT CLASSPLUS YOGA MAT PACK - DELUXE * Student ClassPlus Yoga Mat * Twenty-four (24) premium yoga mats * Set of three UltraFit yoga charts * Set of 3 instructional DVDs and Music CDs * Stabilizing blocks * Magnus ABS mobile yoga cart * Student ClassPlus Yoga Mat * Twenty-four (24) premium yoga mats * Set of three UltraFit yoga charts * Set of 3 instructional DVDs and Music CDs * Stabilizing blocks * Magnus ABS mobile yoga cart			
6	1	**73-866**	$4,298.92	$2,923.27	$2,923.27
		Description: GUARDIAN VINYL-COATED DUMBBELL SET - MOBILE * Guardian Vinyl-Coated Dumbbell Set * Sixty-four pairs of dumbbells * UltraFit Mobile Rack * Three UltraFit Training Charts * Guardian Vinyl-Coated Dumbbell Set * Sixty-four pairs of dumbbells * UltraFit Mobile Rack * Three UltraFit Training Charts			
				Vendor Total:	$7,594.65

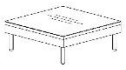
Gratnells, LLC - Equalis (Region 10) - Equalis (Region 10) - Zone 4 Installed | **Equalis (Region 10) - Zone 4 Installed R10-1176K** | Discount: 28.99% | Install: 17.00% | Freight:Quoted Freight

Item No.	Image	Qty	Model Number	List Price	Your Price	Ext. Price
1		2	**SSET2144202020**	$1,925.98	$1,367.64	$2,735.28
			Description: CALLERO TRIPLE CART, TRANSLUCENT TRAYS * Callero Series * 40-1/5"D x 16-9/10"W x 41-1/2"H * Silver finish * Sixteen (16) shallow translucent trays * Four (4) deep translucent trays			
					Vendor Total:	$2,735.28

Gressco Ltd. - Equalis (Region 10) - Equalis (Region 10) - Zone 4 Installed | **Equalis (Region 10) - Zone 4 Installed R10-1176K** | Discount: 29.01% | Install: 17.00% | Freight:Quoted Freight

Item No.	Image	Qty	Model Number	List Price	Your Price	Ext. Price
1		1	**1206386001**	$1,997.85	$1,418.27	$1,418.27
			Description: HABA PRO FOREST SENSORY WALL ELEMENTS PANEL * HABA Pro Forest Sensory Wall * 23-1/2"W x 39-3/4"H * Hardware included			
					Vendor Total:	$1,418.27

JSI - Equalis (Region 10) - Equalis (Region 10) - Zone 4 Installed	Equalis (Region 10) - Zone 4 Installed R10-1176K	Discount: 39.00%	Install: 15.00%	Freight:Freight Paid

Item No.	Image	Qty	Model Number	List Price	Your Price	Ext. Price
1		4	**60THA1422H**	$1,230.85	$750.82	$3,003.28
			Description: COPILOT ADJUSTABLE HEIGHT OCCASIONAL TABLE * Copilot Series * 14"D x 22"W x 21" - 30-3/4" adj. ht. * HPL finish * Metal finish Laminate: Egret (qty 1 each) (srp $0.00) Metal Finish: Matte Black (qty 1 each) (srp $0.00)			
2		3	**INP2727-12RDP-GRD**	$1,531.61	$934.28	$2,802.84
			Description: INDIE ROUND POUF, 27X12 * Indie Series * 27"Dia. x 12"H * Upholstered finish * Laminate finish * Two leather handles FabricGRD: Momentum Caravan - Cove (qty 1 each) (srp $0.00) WoodFinish: Egret (qty 1 each) (srp $0.00) WoodSpecies: Birch (qty 1 each) (srp $0.00)			
3		2	**NST30-42RDXR3-Egret-MBK**	$1,463.63	$892.81	$1,785.62
			Description: ROUND BAR HEIGHT TABLE, 30X42 * Nosh Series * 30"D x 42"H * Laminate finish * Edge finish * X Base EdgeProfile: Eased (qty 1 each) (srp $0.00) Laminate: Egret (qty 1 each) (srp $0.00) Metal Finish: Matte Black (qty 1 each) (srp $0.00)			
4		4	**PLCM02_M-GRD**	$4,609.25	$2,811.64	$11,246.56
			Description: POET CUBE TWO SEAT - ARMLESS, GRD * Poet Cube Series * 32"D x 54-1/4"W x 32"H * 17-1/2" seat height * Upholstered frame finish * Seat and back upholstery finish * Feet Accessories: Ganging Brackets - YGV (qty 1 each) (srp $0.00) Foot Option: Metal (qty 1 each) (srp $0.00) Frame Fabric GRD: Momentum Note - Atlantic (qty 1 each) (srp $0.00) Option: Foot Finish - Matte Black (qty 1 each) (srp $0.00) SeatUpholsteryGRD: Mayer Haven - Gray (qty 1 each) (srp $0.00)			
5		2	**PLMCT-GRD**	$1,361.66	$830.61	$1,661.22
			**Description:** POET MODULAR CORNER TABLE, STRAIGHT GRAIN * Poet Series * 30-3/4"D x 30-3/4"W x 11-1/2"H * Laminate finish * Upholstered side finish * Metal foot finish Accessories: Ganging Brackets - YGV (qty 1 each) (srp $0.00) FabricGRD: Momentum Note - Atlantic (qty 1 each) (srp $0.00) Laminate: Egret (qty 1 each) (srp $0.00) Metal Finish: Matte Black (qty 1 each) (srp $0.00)			

6	1	**RET3696-37PT-HPL**	$2,595.60	$1,583.32	$1,583.32
		Description: REEF PANEL TABLE, HPL, 36X96 * Reef Series * 36"D x 96"W x 37"H * HPL worksurface finish * Panel finish Laminate: Egret (qty 1 each) (srp $0.00) PanelFinish: Egret (qty 1 each) (srp $0.00)			
7	2	**TNT24-21RD**	$1,605.77	$979.52	$1,959.04
		Description: TRAIL LAMINATE ROUND SIDE TABLE, 24"DIA. X 20"H * Trail Series * 24"Dia. x 20-1/2"H * Laminate finish * Frame finish FrameFinish: Matte Black (qty 1 each) (srp $0.00) Laminate: Egret (qty 1 each) (srp $0.00)			
8	1	**TNT36-16RD**	$1,787.05	$1,090.10	$1,090.10
		Description: TRAIL 36" ROUND COFFEE TABLE, LAMINATE * Trail Series * 36"Dia. x 15-1/2"H * Laminate finish * Metal frame finish FrameFinish: Matte Black (qty 1 each) (srp $0.00) Laminate: Egret (qty 1 each) (srp $0.00)			
9	1	**TNT3648-16PK**	$1,873.57	$1,142.88	$1,142.88
		Description: TRAIL GUITAR PICK COFFEE TABLE * Trail Series * 35-1/2"D x 48"W x 15-1/2"H * Laminate finish * Metal frame finish Laminate: Egret (qty 1 each) (srp $0.00) MetalFrame: Matte Black (qty 1 each) (srp $0.00)			
				Vendor Total:	$26,274.86

Mity-Lite, Inc. - Equalis (Region 10) - Equalis (Region 10) - Zone 4 Installed | **Equalis (Region 10) - Zone 4 Installed R10-1176K** | Discount: 41.17% | Install: 3.00% | Freight:Quoted Freight

Item No.	Image	Qty	Model Number	List Price	Your Price	Ext. Price
1		2	**CRTCHSSSKBLK**	$2,730.32	$1,606.25	$3,212.50
			Description: CHAIR CART * Folding Chair Cart - Stacking * 92-7/10"L x 43"W x 59"H * Black finish * Holds 76 Duramax Pro Resin folding chairs * 6" casters			
2		2	**CRTXPCP1**	$2,849.03	$1,676.08	$3,352.16
			Description: XPRESSLINK CHAIR CART * XpressLink Series * 35"L x 20-1/2"W x 46"H * Scoop width and height adj. * Holds 10-14 Encore Banquet chairs * 8" casters			
3		1	**CRTXPKD14**	$2,627.10	$1,545.52	$1,545.52
			Description: XPRESSPORT COCKTAIL CART * XpressPort Series * 44"L x 32"W x 69"H * Holds 14 Reveal Cocktail tables * 8" casters			

4	1	**CRTXPRC38WF**	$3,037.42	$1,786.91	$1,786.91
		Description: XPRESSPORT ROUND TABLE CART * XpressPort Cart Series * 62-1/2"L x 38"W x 44-1/2"H * Holds 12 Madera Round tables * 8" swivel casters Accessories: SEPARATOR PLATE SET - SPS3812DM (qty 1 each) (srp $0.00)			
5	1	**CRTXPTS58BD**	$2,663.23	$1,566.78	$1,566.78
		Description: SLANT STACK TABLE CART 58" WITH BRAKE * XpressPort Slant Stack Cart * 75-3/4"L x 31-1/4"W x 58-1/4"H * Holds 16 Reveal Rectangle tables * 8" casters			
6	120	**DURAMAXPRO**	$126.45	$74.39	$8,926.80
		Description: DURAMAX PRO FOLDING CHAIR * DuraMax Series * 18"L x 17-1/4"W x 30-1/2"H * 18" seat height * Plastic finish Finish: White (qty 1 each) (srp $0.00)			
7	120	**ENARO0600X0000360W5**	$420.65	$247.47	$29,696.40
		Description: ENCORE CHAIR * Encore Series * 23"L x 19-3/4"W x 35"H * 18-1/2" seat height * Upholstered finish * Frame finish * Glides Fabric: Beso - Onyx (qty 1 each) (srp $0.00) Frame: Black Sand (qty 1 each) (srp $0.00)			
8	7	**LCT30GWL001802000**	$1,009.03	$593.61	$4,155.27
		Description: REVEAL COCKTAIL TABLE, BLACK TRUMPET AND BLACK COLUMN * Reveal Series * 30" dia. x 42"H * Laminate finish * Black column * Black powder coat trumpet Laminate: Beigewood (qty 1 each) (srp $0.00)			
9	12	**PCT72GWL0200060000**	$2,069.68	$1,217.59	$14,611.08
		Description: MADERA PRO ROUND TABLE 72" * Madera Series * 72" dia. x 29"H * Laminate top finish * Frame finish Frame: Black Sand (qty 1 each) (srp $0.00) Laminate: Beigewood (qty 1 each) (srp $0.00)			
10	3	**RRT2460GWL0019060000**	$1,298.06	$763.65	$2,290.95
		Description: REVEAL MAX LINENLESS RECTANGLE TABLE, H-LEG, 24X60 * Reveal Series * 24"D x 60"W x 30"H * Laminate top finish * Frame finish Frame: Black Sand (qty 1 each) (srp $0.00) Laminate: Beigewood (qty 1 each) (srp $0.00)			

11		4	**RRT3072GWL0019060000**	$1,468.39	$863.85	$3,455.40
			Description: REVEAL MAX LINENLESS RECTANGLE TABLE, H-LEG, 30X72 * Reveal Series * 30"D x 72"W x 30"H * Laminate top finish * Frame finish Frame: Black Sand (qty 1 each) (srp $0.00) Laminate: Beigewood (qty 1 each) (srp $0.00)			
					Vendor Total:	$74,599.77

National Public Seating - Equalis (Region 10) - Equalis (Region 10) - Zone 4 Installed | **Equalis (Region 10) - Zone 4 Installed R10-1176K** | Discount: 44.12% | Install: 20.00% | Freight:Quoted Freight

Item No.	Image	Qty	Model Number	List Price	Your Price	Ext. Price
1		1	**TFXS48961624P**	$2,071.00	$1,157.27	$1,157.27
			Description: TRANSFIX STAGE PLATFORM, POLYDECK * Transfix Stage Series * 48"D x 96"W x 16" - 24" adj. ht. * Black polydeck surface * Black frame			
					Vendor Total:	$1,157.27

Southern Aluminum - Equalis (Region 10) - Equalis (Region 10) - Zone 4 Installed | **Equalis (Region 10) - Zone 4 Installed R10-1176K** | Discount: 25.00% | Install:Quoted Install | Freight:Quoted Freight

Item No.	Image	Qty	Model Number	List Price	Your Price	Ext. Price
1		1	**CC-MADISONFRONTBAR**	$14,227.96	$10,254.09	$10,254.09
			Description: MADISON MOBILE FRONT BAR * Madison Front Bar with thinscape countertop * 28"D x 71-1/2"W x 48"H * Countertop finish * Laminate finish * Black frame * 5" rubber casters Countertop: Italian Carrara (qty 1 each) (srp $0.00) Laminate: Weathered Char (qty 1 each) (srp $0.00)			
					Vendor Total:	$10,254.09

Via, Inc. - Equalis (Region 10) - Equalis (Region 10) - Zone 4 Installed | **Equalis (Region 10) - Zone 4 Installed R10-1176K** | Discount: 39.00% | Install: 5.00% | Freight: 0.00%

Item No.	Image	Qty	Model Number	List Price	Your Price	Ext. Price
1		8	**182-F-25C-0A-18BB-16HP-GR1**	$1,585.50	$967.16	$7,737.28
			Description: PROFORM HIGH BACK CHAIR WITH DIAMOND STITCH, GR1 * Proform Series * 26-1/2"D x 26-1/2"W x 35" - 42-1/2" Adj. Ht. * 16" - 20-1/2" Adj. seat height * Upholstered seat and back fabric grade 1 * Casters ArmOption: Armless - 0A (qty 1 each) (srp $0.00) Base: 26" Black Poly Base (qty 1 each) (srp $0.00) Casters: Standard Black Carpet Casters (qty 1 each) (srp $0.00) ControlOption: Standard basic conference tilt - 25C (qty 1 each) (srp $0.00) FabricGR1: Stinson Staple - Marsh (STP86) (qty 1 each) (srp $0.00) Option: Fixed Back (qty 1 each) (srp $0.00) Packaging: Will Call (qty 1 each) (srp $0.00)			

2	4	**751-B-23-7US-GR3**	$1,065.75	$650.11	$2,600.44
		Description: ZEE STACKABLE BAR STOOL, GR3 * Zee Series * 21-1/2"D x 22"W x 42"H * 30-1/2" seat height * Poly shell finish * Upholstered seat grade 3 fabric * Frame finish FabricGR3: Momentum Twill EPU - Mist (qty 1 each) (srp $0.00) Frame: Matte Black (qty 1 each) (srp $0.00) Packaging: Will Call (qty 1 each) (srp $0.00) Poly Shell: Anthracite (qty 1 each) (srp $0.00)			
3	6	**752-B-23-7US-GR3**	$1,065.75	$650.11	$3,900.66
		Description: ZEE STACKABLE COUNTER STOOL, GR3 * Zee Series * 21-1/2"D x 22"W x 38-1/2"H * 27-1/2" Seat Height * Poly Shell finish * Upholstered seat grade 3 fabric * Frame finish FabricGR3: Momentum Twill EPU - Mist (qty 1 each) (srp $0.00) Frame: Matte Black (qty 1 each) (srp $0.00) Packaging: Will Call (qty 1 each) (srp $0.00) Poly Shell: Anthracite (qty 1 each) (srp $0.00)			
4	3	**782B-67C-SS-FT-Black Basic Height Adj. - 38A6-18BB-16HP-01U-Will Call-Momentum Tribeca - Cascade**	$1,338.75	$816.64	$2,449.92
		Description: 4U MESH BACK, MEDIUM EC SEAT, GR2 * 4U Series * 25"D x 26-1/2"W x 37" - 41-1/2" Adj. Ht. * 17" - 21-1/2" Adj. seat height * Mesh back finish * Upholstered seat finish * Frame finish * Casters ArmOption: Black Basic Height Adj. - 38A6 (qty 1 each) (srp $0.00) Base: 26" Black Poly Base (qty 1 each) (srp $0.00) Casters: Standard Black Carpet Casters (qty 1 each) (srp $0.00) ControlOption: Quick Adjust Synchro w/Depth/Fwd Adj. (qty 1 each) (srp $0.00) FabricGR2: Momentum Tribeca - Cascade (qty 1 each) (srp $0.00) Frame: Black (qty 1 each) (srp $0.00) MeshColor: Standard Black (qty 1 each) (srp $0.00) Packaging: Will Call (qty 1 each) (srp $0.00)			
5	4	**927-33BLK-69C-SR-U2-GR4**	$2,464.35	$1,503.25	$6,013.00
		Description: METEOR SOFT SEATING CHAIR, GR4 * Meteor Series * 33"D x 29-1/2"W x 35"H * 18" seat height * Two-tone upholstered finish * Base * Grade 4 fabric Base: 4-Star Base, Black Matte (qty 1 each) (srp $0.00) ControlOption: 360 Degree Swivel (qty 1 each) (srp $0.00) Fabric: Back: Momentum Caravan - Shore (qty 1 each) (srp $0.00) Gas Lift: Return-To-Center (qty 1 each) (srp $0.00) Packaging: Will Call (qty 1 each) (srp $0.00) Seat: Momentum Tribeca - Cascade (qty 1 each) (srp $0.00)			

6	3	**976-CC0106-GR3**	$5,003.25	$3,051.98	$9,155.94
		Description: CHICO 60" LONG BENCH, GR3 * Chico Series * 60"D x 22-1/2"W x 18-1/2"W * Upholstered Finish * Leg finish FabricGR3: Momentum Twill EPU - Mist (qty 1 each) (srp $0.00) FrameColor: Matte Black Powdercoat (qty 1 each) (srp $0.00) Packaging: Will Call (qty 1 each) (srp $0.00)			
				Vendor Total:	$31,857.24

Product:	$185,676.96
Install:	$16,790.30
Prevailing Wage:	$6,652.56
Freight:	$10,151.76
Sales Tax (8.75%):	$18,604.22
Location Total:	**$237,875.80**

Quote Total:	**$237,875.80**

Customer Notes

Prevailing Wage installation costs compliant with California DIR and SB 854 regulations. Meteor Education, LLC DIR registration number 1000009454.

Terms and Conditions of Sale

Within these Terms and Conditions of Sale the "Company" shall be deemed to mean Meteor Education, LLC, Premier & Furniture Equipment LLC, Worthington Contract Furniture LP or Blankenship Associates, Inc. Should any product be purchased under a bid or contract with terms and conditions different from those contained herein, the terms of said bid or contract shall supersede or augment the following. If customer purchase order includes terms different than the terms listed below, terms will be reviewed for acceptance by the Company.

General Sales Policy

No order in process of production, or product other than standard, is subject to cancellation, delivery deferment, or specification change without the written acceptance of the Company.
The Company must be in receipt of an authorized written purchase order prior to an order being processed. The Company reserves the right to refuse purchase orders if the terms and conditions of such orders are contrary to these Terms and Conditions of Sale. Purchase Orders should be emailed to orders@meteoreducation.com or mailed to the Company at 690 NE 23rd Avenue, Gainesville, FL, 32609. All orders are subject to the approval of the Company's credit control department and the terms and conditions relating to the granting of such credit facilities.
First time orders from non-publicly funded entities must be prepaid at the time of the order in accordance with the prepay requirements listed below unless prior arrangements have been agreed upon with the Company's credit control department.
Any order over $5,000 for a prepay vendor, will require prepayment from customer. A list of prepay vendors is available upon request.

Returned Goods

Returned goods will only be accepted under a Return Authorization number (RA) issued by the Company. Accepted Returns may be subject to re-stocking and handling fees and any additional freight costs. Special order or custom made products may not be returned.

Cancelled Orders

Cancelled orders may be subject to fees associated with completed work including, but not limited to, design, order processing, and manufacturing.

Order Changes

Any change to your order must be in a written change order.

Taxes

Excise, sales, occupation, use, or other tax imposed upon the distributor will be additional to the sales price unless otherwise noted on the purchase order. For tax exempt entities, tax exempt form must be on file with the Company before purchase order is processed or the Company must, by law, charge appropriate sales tax. If applicable, please submit your sales tax exemption ID on the purchase order to ensure proper billing. Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

Bonding

Performance and payment bonds are available for a fee and are not included in quoted price unless clearly noted. If bonding is needed, cost will be 1.5%* of total quoted amount. *Fee percentage is subject to change.

Terms

The Company will invoice customer upon delivery. Terms are net 30 days unless otherwise agreed prior to the acceptance of the order. Customer agrees to pay 18% annual interest, or $50 per month, whichever is greater, on the balance of any late payment.

Drop-Ship or Inside Delivery Only

Freight damage must be reported to the Company within 48 hours of delivery. It is important to note any crushed or damaged packaging, discolored packaging (indicating water damage), or anything that looks as if it has been reopened or repackaged. All packages should be opened and products inspected within 48 hours of receipt. Upon discovery of any damage or shortage, the Company's Service Department must be notified at 1-800-699-7516.
The Carrier will produce a Bill of Lading for signature acknowledging receipt. Please ensure the number of cartons/items received match the bill of lading as well as the work order. Any shortages should be annotated on THE BILL OF LADING NEXT TO YOUR SIGNATURE and immediately reported to the Company's Traffic Office on 1-800-699-7516. The acknowledged Bill of Lading is deemed to be proof of delivery and the Company will issue its invoice(s) for payment. Any unauthorized assessorial charges will not be paid for.

Installed Product & Services

Product to be installed will be delivered and installed at the address notified in the purchase order unless previous arrangements have been agreed. Upon the delivery of product to the specified location the Company will invoice the customer in the amount of product delivered with the appropriate proof of delivery (bill of lading, manufacturer packing list, or work order). All placement and assembly will be verified by signature confirmation that items have been assembled, set in place, and are in good condition. All installation and delivery charges (above product invoices) will be billed upon receipt of final verification by customer signature on completed work orders. The Company will also provide a complete Master Invoice summarizing all invoices at that time at the customer's request. Any damage must be noted on the separate service request form provided by the installer, a copy of which will be made available for customer records. Services will be delivered to staff/personnel at the address notified in the purchase order unless previous arrangements have been agreed. Services may be provided prior to, during and/or after delivery of product. Any associated services pertaining to this agreement are good for a period of up to one-year from the initial delivery date of product.

Warranty

All products carry their manufacturer's standard warranty. Please contact your local representative for details.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	$231,223.24
Product	$185,676.96
Freight	$10,151.76
Tax	$18,604.22
Install	$16,790.30
Prevailing Wage	$6,652.56
TOTAL (not to exceed)	$237,875.80

TIMELINE

- **Invoice upon delivery of product to the new Recreation & Aquatics Center.**
- **Product to be delivered and installed following issuance of Temporary Occupancy Permit (Date to be Determined in January or February 2026)**

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Gina La Bier, Director of Market Development

By:_____

CNA	CNA PARAMOUNT **Additional Insured - Designated Person or Organization Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Name Of Additional Insured Person Or Organization:
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the section entitled **WHO IS AN INSURED** is amended with the addition of the following:

A. The person or organization shown in the Schedule is an **Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part, by: the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

1. in the performance of the **Named Insured's** ongoing operations; or

2. in connection with premises owned by or rented to the **Named Insured**.

B. However, if coverage for the additional **Insured** is required by written contract or written agreement, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional **Insured** with:

1. coverage broader than required by such contract or agreement; or

2. a higher limit of insurance than required by such contract or agreement.

C. The coverage granted by this endorsement does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

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All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Company of Hartfor	20478
INSURER B : Continental Insurance Company	35289
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Meteor Education, LLC
690 NE 23rd Ave
Gainesville, FL 32609

COVERAGES **CERTIFICATE NUMBER:** W39810392 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		7036509662	04/28/2025	04/28/2026	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	15,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7036297572	04/28/2025	04/28/2026	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7036297619	04/28/2025	04/28/2026	EACH OCCURRENCE	$	15,000,000
							AGGREGATE	$	15,000,000
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7036297605	04/28/2025	04/28/2026	X PER STATUTE / OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
B	Workers Compensation and Employers Liability - CA Per Statute			7036297586	04/28/2025	04/28/2026	E.L. Each Accident	$1,000,000	
							E.L. Disease-EA Emp	$1,000,000	
							E.L. Disease-Pol Lim	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of South Lake Tahoe is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Patricia A. Forney

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SR ID: 28092200 BATCH: 4042659

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED Meteor Education, LLC 690 NE 23rd Ave Gainesville, FL 32609
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 28 FORM TITLE: Evidence of Commercial Property

Location Specific Limits below only apply to LOC #0001 - 690 NE 23RD AVE, GAINESVILLE, FL 32609
Real Property: $1,619,000
Personal Property: $3,018,283
Business Income and Extra Expense: $250,000
Named Storm Deductible: $250,000

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SR ID: 28092200 BATCH: 4042659 CERT: W39810393

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 07/14/2025

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS — PHONE (A/C, No, Ext): 1-877-945-7378

Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

FAX (A/C, No): 1-888-467-2378 — E-MAIL ADDRESS: certificates@wtwco.com

CODE: — SUB CODE:

AGENCY CUSTOMER ID #:

NAMED INSURED AND ADDRESS
Meteor Education, LLC
690 NE 23rd Ave
Gainesville, FL 32609

ADDITIONAL NAMED INSURED(S)

COMPANY NAME AND ADDRESS — NAIC NO: 20478

National Fire Insurance Company of Hartford
333 S Wabash Ave Fl 22
Chicago, IL 606044107

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

POLICY TYPE: Commercial Property

LOAN NUMBER:

POLICY NUMBER: 7036509662

EFFECTIVE DATE: 04/28/2025 — EXPIRATION DATE: 04/28/2026 — ☐ CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☒ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED: BASIC ☐ BROAD ☒ SPECIAL ☐

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 5,055,039 — DED: $10,000

	YES	NO	N/A		
☒ BUSINESS INCOME ☐ RENTAL VALUE	X			If YES, LIMIT: $265,000	Actual Loss Sustained; # of months:
BLANKET COVERAGE	X			If YES, indicate value(s) reported on property identified above: $	
TERRORISM COVERAGE		X		Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X		
IS DOMESTIC TERRORISM EXCLUDED?			X		
LIMITED FUNGUS COVERAGE	X			If YES, LIMIT: $50,000	DED: $10,000
FUNGUS EXCLUSION (If "YES", specify organization's form used)		X			
REPLACEMENT COST	X				
AGREED VALUE		X			
COINSURANCE		X		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)	X			If YES, LIMIT: $250k (Spoilage)	DED: $10,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			If YES, LIMIT: Included	DED: $10,000
- Demolition Costs	X			If YES, LIMIT: $500,000	DED: $10,000
- Incr. Cost of Construction	X			If YES, LIMIT: Included	DED: $10,000
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: $1,000,000	DED: $25,000
FLOOD (If Applicable)	X			If YES, LIMIT: $1,000,000	DED: $25,000
WIND / HAIL INCL ☐ YES ☒ NO Subject to Different Provisions:		X		If YES, LIMIT:	DED:
NAMED STORM INCL ☒ YES ☐ NO Subject to Different Provisions:		X		If YES, LIMIT: Included	DED: See Below
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X				

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

☐ CONTRACT OF SALE ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE

NAME AND ADDRESS

City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

LENDER SERVICING AGENT NAME AND ADDRESS

AUTHORIZED REPRESENTATIVE

Patricia A. Fong

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SR ID: 28092200 BATCH: 4042659 CERT: W39810393

Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor:	Meteor Education, LLC
Contract Number:	R10-1176K
Effective Date:	July 1, 2025
Initial Term Expiration Date:	June 30, 2028
Renewable Through:	June 30, 2030

RFP Process Information

RFP Number:	RFP R10-1176
RFP Title:	Technology Software, Equipment, Services and Related Solutions
Dates Advertised:	March 7 & 15, 2025
# of Vendors that Requested RFP:	189
Questions Due:	March 27, 2024
Amendments Issued:	March 22 & April 7, 2025
Public Bid Opening Date and Time:	April 17, 2025, 2:00 pm CT
# of Responses Submitted:	53
Number of Awarded Vendors:	19
Date of Board Approval:	June 18, 2025

Evaluation Criteria

Products/Pricing (35 Points)
Performance Capability (25 Points)
Qualifications and Experience (25 Points)
Commitment to Members (15 Points)

Summary

Region 10 Education Service Center solicited RFP R10-1176 in accordance with Texas State procurement laws as outlined in TEC 44.031. As stated in the RFP, this solicitation was to result in one or more cooperative (commonly known as "piggybackable") contacts for use by Equalis Group members in addition to Region 10 ESC. In reviewing responses, Region 10 ESC determined that a multiple award was justified to satisfy the needs outlined in the RFP for the national Equalis membership.

Contract Features:

- There is no fee to public agencies for membership in Equalis Group or the usage of Equalis Group contracts.
- This procurement followed all the guidelines of 2 CFR 200 (commonly known as Uniform Guidance or "EDGAR" requirements in Texas), which explicitly encourages the use of cooperative purchasing to increase efficiencies (2 CFR 200.318e). Agencies using the contract should still conduct their own Cost/Price Analysis in compliance with 2 CFR 200.324a.
- In order to utilize the contract, agencies must reference the contract on their PO or other official purchase documentation to connect their individual purchase with Region 10's public competitive solicitation process.

For any questions or concerns, please contact:
Clint Pechacek, Purchasing Consultant, clint.pechacek@region10.org, 972-348-1184
Your Local Equalis Representative: Find them here

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of July 1, 2025, by and between _____ MeTEOR Education, LLC *("Vendor")* *and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Furniture and Storage Related Products and Services ("the products and services").*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at ***Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081***

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support**: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

3.1 **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.

3.2 **Compliance**: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

3.3 **Vendor's promise**: Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

4.1 **Vendor contract documents**: Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2 **Form of contract**: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3 **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4 **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5 **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

4.6 **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements**: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause**: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures**: Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the contract;
ii. Providing work and/or material that was not awarded under the contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
i**v.** Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
vi. Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated.

5.3 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence

of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.4 **Cancellation for convenience**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment**: Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

8.1 **Payments**: The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

9.1 **Market competitive guarantee**: Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than

thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products**: Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products**: If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating

an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or

some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 **Disclosures**: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than $1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.

13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations**: It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

[X] We take no exceptions/deviations to the general terms and conditions

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

[ ] We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED TO BE CONSIDERED

Prices are guaranteed: **120 days**

Company name	Meteor Education, LLC
Address	690 NE 23rd Ave
City/State/Zip	Gainesville, FL 32609
Telephone No.	800-699-7516
Email address	bids@meteoreducation.com
Printed name	Caroline Smith
Position with company	VP of Strategic Sourcing
Acknowledgement of Amendments 1 & 2 (Initial)	CS
Authorized signature	

Term of contract July 1, 2025 **to** June 30, 2028

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

06/19/2025
Date

Dr. Rickey Williams
Print Name

Equalis Group Contract Number R10-1176K

REQUEST FOR PROPOSAL #R10-1176 FOR: FURNITURE AND STORAGE RELATED PRODUCTS AND SERVICES

March 7, 2025

Section Two:

Proposal Submission, Questionnaire and Required Forms

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

[x] **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

QUESTIONNAIRE & EVALUATION CRITERIA:

[x] **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

OTHER REQUIRED PROPOSAL FORMS:

[x] **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

[x] **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**

[x] **PROPOSAL FORM 5: DEBARMENT NOTICE**

[x] **PROPOSAL FORM 6: LOBBYING CERTIFICATION**

[x] **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**

[x] **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**

[x] **PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**

[x] **PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND FOREIGN ENTITIES CERTIFICATION**

[x] **PROPOSAL FORM 11: RESIDENT CERTIFICATION**

[x] **PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**

[x] Proposal Form 13: FEMA Requirements

[x] **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS** - Form 14

[x] **PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)** - Form 15

[x] **PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT** - Form 16

[x] **PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)** - Form 17

[x] **PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM** - Form 18

[x] **PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION** - Form 19

[x] **PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM** - Form 20

[x] **PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT** - Form 21

[x] **PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE** - Form 22

[x] **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM** - Form 23

Proposal Form 24: Manufacturer Letter Affidavit - completed

(The rest of this page is intentially left blank)

PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:
Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 150 total pages (not including Attachment B – Pricing Excel pricesheet).**

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

The following should replace the questionnaire in Section 2 in its entirety.

1. PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:
Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	*What is your company's official registered name?*	Meteor Education, LLC
	What is the mailing address of your company's headquarters?	690 NE 23rd Ave., Gainesville, FL 32609
	Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.	Caroline Smith, VP of Strategic Sourcing P: 800-699-7516 E: bids@meteoreducation.com Sadie Baha, Bids & Contracts Manager P: 800-699-7516 E: bids@meteoreducation.com
Products/Pricing (35 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Competitive pricing for all available products and services, including warranties if applicable	*Does pricing submitted include the required administrative fee?*	Yes, pricing submitted includes the required administrative fee.
	Please provide your proposed administrative fee percentage or structure.	Meteor's purposed administrative fee is 2%

	The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically between two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.	
	Do you offer any other promotions or incentives for customers? If yes, please describe.	Meteor Education offers volume discounting across our full range of products, as detailed in this proposal. These discounts provide cost savings based on order size and project scope.
Ability of Customers to verify that they received contract pricing	*Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?*	Yes, please see Product Pricing Matrix, Supplier Freight Terms Matrix, Supplier Install Matrix, and Additional Services Matrix provided.
Payment methods	*Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments*	Please see attached 'Payment Methods'
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Product and service features and capabilities	*Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.*	Please see attached 'Products & Services Offered'
	Outline how your products and services compare to those of your competitors.	Please see attached 'Statement of Differentiation'
	Describe any customization capabilities offered for standard product lines.	We partner with numerous manufacturers of whom offer customization options to meet specific customer needs. We collaborate closely with clients to understand their requirements and work with our manufacturing partners to purpose tailored solutions. Our team ensures that all custom solutions maintain quality, durability, and compliance with industry standards.
	Outline your digital design and visualization capabilities including digital rendering options.	Please see attached 'Design Capabilities'
	List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.	Corporate office: 690 NE 23rd Avenue, Gainesville, FL 32609 Texas Showroom: 145 Magellan Circle, Suite B, Webster, TX 77598 Iowa Office & Showroom: 1086 Mason Way, Shell Rock, IA 50670 North Carolina Office: 980 Trinity Road, Raleigh NC 27607 California Office: 1318 E. Shaw, Ste. 15, Fresno, CA 93710 Michigan Showroom: 408 Broadway Ave NW, Grand Rapids, MI 49504

	Outline any value-added capabilities not already addressed.	Please see attached 'Value Added Services'
Customer implementation and project management	*Outline project management methodologies from initial assessment to final installation.*	Please see attached 'Project Management Process'
	Outline what ongoing training and consulting support is available to customers.	Please see attached 'Ongoing Training & Consulting'
Maintenance services and staff qualifications	*Outline your preventative maintenance program for the offered products and services.*	Please see attached 'Preventative Maintenance Program'
	Identify certifications and qualifications required by installation and maintenance staff.	Please see attached 'Certifications & Qualifications Required by Installation Staff'
	Outline any warranty programs offered including term length and coverage details.	We represent numerous manufacturers, warranties can be found via the following link - https://www.dropbox.com/scl/fi/kxm847lu0pygeoxfcpc43/Warranties.pdf?rlkey=4wqle1vs8wh5dnji7qozs07q8&st=3onxqwji&dl=0
Integration with other platforms	*Outline any online ordering system applications and integration capabilities with existing systems.*	Meteor Education does not currently offer an online ordering system. However, we are in the process of integrating Salesforce into our operations. If customers require data for integration with their existing systems, we can provide information in a specific format to ensure compatibility and seamless processing.
Quality control and compliance	*Identify relative quality control processes in place including material selection, testing protocols, and compliance with industry standards.*	As a dealer, we rely on trusted manufacturing partners to uphold strict quality control measures, including material selection, testing protocols, and compliance with industry standards. We carefully select manufacturers known for their high-quality products, strong warranties, and commitment to sustainability and durability. Each partner adheres to industry regulations and testing requirements to ensure product safety, reliability, and long-term performance.
	Identify measures taken to stay current with technological advancements and integration into product lines.	As a dealer, we partner with leading manufacturers that continuously innovate and update their product lines to align with technological advancements. Our manufacturers regularly introduce new solutions that integrate the latest technology to meet the evolving needs of modern environments. This ensures we can offer customers cutting-edge, future-ready products that enhance functionality and performance.
	Outline all applicable product certifications currently held such as BIFMA or ADA.	Please see attached 'Product Certifications'
	Describe initiatives in place to address environmental impact measures such as product recycling, refurbishment, and disposal at end of life.	Please see attached 'Furniture Recycling with Meteor + IRN'
Customer service/problem resolution	*Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).*	Please see attached 'Customer Service'
Financial condition of vendor	*Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters*	Please see attached 'Financial Stability'
	What was your annual sales volume over last three (3) years?	[redacted]

History of meeting products and services deadlines	*Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.*	Please see attached 'Process Timeline'
Other factors relevant to this section as submitted by the Respondent	*Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency*	Please see attached 'Reporting'
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	Please see attached 'Workers Compensation Experience Rating' and 'OSHA 300A'
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	*Provide a link to your company's website*	https://meteoreducation.com/
	Please provide a brief history of your company, including the year it was established.	Please see attached 'Company History and Growth Timeline'
Past relationship with Region 10 ESC and/or Region 10 ESC members	*Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?*	Yes, over the past five years, we have completed nearly [redacted] with Region 10 school districts. While each project has its own contact, our primary contact at Region 10 is Clint Pechacek.
Experience and qualification of key employees	*Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:* ** Executive Support* ** Account Manager* ** Contract Manager* ** Marketing* ** Billing, reporting & Accounts Payable*	Please see attached 'Experience and Qualifications of Key Employees'
Past experience working with the public sector	*What are your overall public sector sales, excluding Federal Government, for last three (3) years?*	[redacted]
	What is your strategy to increase market share in the public sector?	Please see attached 'Strategy to Increase Market Share'
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	*Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.*	Meteor Education has never been the subject of any litigation, bankruptcy, or corporate reorganization. While we have pursued legal action again others in limited instances, these were initiated soley to protect the interests of our company, clients, and the students we serve. Additional information available upon request. We are privately held under Bain Capitol Double Impact and maintain strong financial and operational stability.
Minimum of 5 public sector customer references relating to the products and services within this RFP	*Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact*	Please see attached 'Customer References'

	name & title; city & state; phone number; years serviced; description of services; and annual volume	
Company profile and capabilities	*Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.*	As a dealer we will be selling directly to cusomters.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	*If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.*	Meteor Education is a privately held organization owned by Bain Capital Double Impact (BCDI). Meteor Education is not owned or operated by anyone who has been convicted of a felony
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
Commitment to Service Equalis Group Members (15 Points)		
Marketing plan, capability, and commitment	*Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.*	Please see attached 'Marketing Plan & Promoting Contract'
	Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.	Please see attached 'Marketing Plan - Training Sales Force & Customer Service'
	Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions	Meteor agrees to provide company logos and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
Ability to manage a cooperative contract	*Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.*	Meteor Education utilizes Salesforce to manage all contract details, ensuring each quote accurately reflects contract pricing. This system also enables us to automate monthly sales reporting to Equalis Group, ensuring timely and accurate data submission.

	*Define the specific, step-by-step process for your sales and/or quote generation team to tie a quote, proposal, invoice, and/or purchase order to the Equalis cooperative contract in you Customer Relationship Management ("**CRM**"), sales system, or Enterprise Resource Planning ("**ERP**") system. Include any individuals and/or teams involved in this process.*	Please see 'Sales & Quote Generation to the Equalis Contract'
	Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:	TIPS #230301, Region 4/OMNIA #R240111, MISBO #5115, Region 5 ESC #20241004 and #20241009, Region 7 ESC #CLSF2426 and #CAFE2426 and #GOSF2425, BuyBoard #767-25, AEPA #022-A Furniture, and 1GPA #23-16PV-12
Commitment to supporting agencies to utilize the contract	*If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.*	Please see 'Commitment to Supporting Agencies'
Other factors relevant to this section as submitted by the Respondent	*Provide the number of sales representatives which will work on this contract and where the sales representatives are located.*	Please see attached 'Sales Representatives'

The following should replace Proposal Form 3 in its entirety.

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications.

State of Florida
Department of State

I certify from the records of this office that METEOR EDUCATION, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 2, 2008, effective October 2, 2008.

The document number of this limited liability company is L08000093733.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on May 11, 2020, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of May, 2020

Secretary of State

Tracking Number: 4038125303CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Form 00-366 (Rev.1-15/9)

TEXAS USE TAX PERMIT

GLENN HEGAR
Texas Comptroller

This permit is issued in accordance with the law governing the type of business specified and is the authorization to conduct business in Texas. The permit may be revoked for a violation of the provisions of the applicable law and/or any rules adopted by the Comptroller to administer the law.

TEX. TAX CODE ANN. CH. 151

Taxpayer number
1-26-3476027-1

Effective date
11/03/2008

Taxpayer name and mailing address

METEOR EDUCATION, LLC
690 NE 23RD AVE
GAINESVILLE FL 32609-6716

GLENN HEGAR
Comptroller of Public Accounts

THIS PERMIT IS NON-TRANSFERABLE

Detach here and display your permit only.

Is the information printed on this permit correct?
If not, please tell us in the space below.

- If your taxpayer name and/or mailing address are incorrect, enter the correct information.
- If you have received a Federal Employer Identification Number (FEIN), enter the number.
- If you are no longer in business, enter the date of your last business transaction.

If your permit is correct, DO NOT return this form.
If any corrections are required, please enter the correct information on this form and return it to:

COMPTROLLER OF PUBLIC ACCOUNTS
111 E. 17th Street
Austin, TX 78774-0100

Keep this permit until you receive a corrected permit.

NOTE: This form cannot be used if there has been a change of ownership. For this change and to obtain a new permit, please contact your local Comptroller's field office. For the telephone numbers to call for assistance, see the back of this form.

TEXAS USE TAX PERMIT

Taxpayer name shown on the permit	Taxpayer number shown on the permit
METEOR EDUCATION, LLC	1-26-3476027-1

Please enter only the information that has to be corrected.

Correct taxpayer name	Daytime phone *(Area code and number)*

Correct mailing address

City	State	ZIP code	FEI number

If you are no longer in business,
enter the date of your last business transaction. .....

For additional information, see the back of this form.

sign here ▶ Taxpayer or authorized agent	Date

Comptroller use only
Job name-MISCAPP
Microfilm
00991
01
Reference number
Taxpayer number change
01000
Master name correction
AND
Master mailing address change
AND
Master phone number add /change
XUMAST
OOB tax permit
XUSTAT
104

***You have certain rights** under Chapters 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at the address or phone number listed on this form.*

1046

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **1013969**

Entity LLC

Business Name METEOR EDUCATION LLC

Classification(s) C61/D34

Expiration Date 05/31/2026

www.cslb.ca.gov

Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. This pocket card is valid through the expiration date only.

If found, drop in any mailbox.
Postage guaranteed by:
Contractors State License Board
P.O. Box 26000, Sacramento CA 95826

Licensee Signature

Your payment was processed. Print this tax receipt for your records. It was also sent to csebzda@meteoreducation.com

Online Business Tax Receipt(1)

Business Name METEOR EDUCATION LLC

Business Tax ID 45719

This constitutes your business tax receipt for 10/1/2024 - 9/30/2025.

Your business tax(es) for the fiscal year 10/1/2024 - 9/30/2025 are as follows:

Business Categories

ID	Service Name	Tax Amount	Explanation of Calculations
1000	STATE LICENSE/CERTIFICATION REQUIRED	$0.00	
1265	CATALOGUE OR MAIL ORDER SERVICE	$105.00	Business category flat fee of $105.00
1680	INTERIOR DECORATOR/DESIGNER (Commercial and Residential) STATE LICENSE REQ.	$105.00	Per item fee $105.00. Value submitted for taxation is 1.
****	Payment	($210.00)	Posted on 9/9/2024
	TOTAL DUE:	$0.00	

Please note that the maximum charge for any single service is $525

Amount Due on Monday, September 9, 2024 is $0.00

(1) This page will serve as your business tax receipt for the fiscal year 10/1/2024 - 9/30/2025.

Payments must be time-stamped by 11:59 pm on Tuesday, October 1, 2024 in order to avoid late fees.

Please, note that a home occupation permit may be required for this location, someone will contact you upon review of the information

BUSINESS TAX CERTIFICATE

NOT TRANSFERABLE

CITY OF CLOVIS

The business named herein having paid to the City of Clovis all fees required, this tax certificate is hereby granted said business to transact the business herein set forth, for the period stated, in conformity with the Provisions of Ordinances of this city.

FOR PERIOD 01/01/2025 TO 12/31/2025 REGISTRATION/TAX NUMBER BL10116319

BUSINESS LOCATION 2933 FOWLER AVE
CLOVIS, CA 93611-4561

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

METEOR EDUCATION, LLC
690 NE 23RD AVE
GAINESVILLE, FL 32609-6716

TYPE OF BUSINESS

Furniture Store

*Certificate is valid through the renewal period of March 15 of the following year if all provisions of the renewal are met. (This does not apply to businesses with quarterly certificates.)

CITY OF LODI

BUSINESS LICENSE REGISTRATION CERTIFICATE

"For Services Provided in the City of Lodi, California Only"

2025

TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE.

Business Name METEOR EDUCATION LLC

Business Location 690 NE 23RD AVE
GAINESVILLE, FL 32609-3799

Business Owner(s) WILLIAM I. LATHAM
TERI ROBERTSON

METEOR EDUCATION LLC
690 NE 23RD AVE
GAINESVILLE, FL 32609-3799

Business Type Contractor - Sub

Description SUB CONTRACTOR

License Number 09711508

Effective Date January 01, 2025

Expiration Date December 31, 2025

THIS BUSINESS LICENSE REGISTRATION DOES NOT PERMIT OR ALLOW A BUSINESS THAT IS OTHERWISE PROHIBITED BY LAW.

For all inquiries regarding this registration, contact HdL Business Support Center at (209) 718-5936.

METEOR EDUCATION LLC :

Thank you for your payment on your City of Lodi Business License Registration Certificate. **ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST**. If you have questions concerning your business registration certificate, contact the Business Support Center via email at: lodi@hdlgov.com or by telephone at: (209) 718-5936.

Keep this portion for your certificate separate in case you need a replacement for any lost, stolen, or destroyed certificate. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the Lodi Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the City of Lodi please display the Business License Registration Certificate above in a conspicuous place at the premises. Otherwise, every Business License Registration Certificate holder not having a fixed place of business in the City shall keep the Business License Registration Certificate upon his or her person, or affixed in plain view to any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Lodi

BUSINESS LICENSE REGISTRATION CERTIFICATE

METEOR EDUCATION LLC
690 NE 23RD AVE
GAINESVILLE, FL 32609-3799

License Number: **09711508**

Date of Issue: **01/01/2025**

City of San Bernardino
Business Registration Certificate

This Business Registration Certificate does not indicate the legal operation of this business at this location.
Other approvals by other City departments may be required. This certificate is issued without verification that the certificate is subject to or exempt from licensing by the State of California. It is the responsibility of each business owner to obtain and pay for a renewal registration certificate regardless of whether or not such business owner has received a renewal notice from the city. Any failure to receive such notice, for any reason, shall not affect the applicability of penalties of non-payment or late payment.

Annual renewal notices: Renewal notices will be mailed on the first business day of the month that the account expires. However, if your business is required to report gross receipts; the business must still include all the gross receipts for the previous 12 months from the expiration date. If you do not receive your annual renewal notice, please contact our office at (909)384-5302 or (909)384-5035.

POST IN A CONSPICUOUS PLACE

Account Number: 973897

Business Class: MISCELLANEOUS CONTRACTOR **Expiration Date:** 10/31/2025

Notes:

Business Name: METEOR EDUCATION LLC

Business Location: 690 NE 23RD AVE

Owner, Firm or Corporation: CONTRAX FURNISHINGS LLC

BUSINESS REGISTRATION CERTIFICATE NON TRANSFERABLE

CITY OF SAN BERNARDINO BUSINESS REGISTRATION
P.O. BOX 1318
SAN BERNARDINO , CA 92402-1318

ACCT NO. 973897
DATE PAID 10/22/2024

545C	$100.00
SB1186	$4.00

BALANCE $ 0.00

BEU1126A AUTO MIXED AADC 926
7000000123 00.0002.0023 123/1

EDUCATION LLC
690 NE 23RD AVE
GAINESVILLE FL 32609-6716

2024 / 2025 CHARLOTTE COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 37826

EXPIRES SEPTEMBER 30, 2025

TYPE OF BUSINESS 541690 Other Scientific and Technical Consulting Services (PROVIDING EDUCATIONAL CONSI

RENEWAL

BUSINESS ADDRESS VARIOUS LOCATIONS
CHARLOTTE COUNTY, FL 00000

BUSINESS NAME METEOR EDUCATION LLC

OWNER WILLIAM I LATHAM III

MAILING ADDRESS 690 NE 23RD AVE
GAINESVILLE, FL 32609-6716

AMOUNT	35.00
PENALTY	0.00
TOTAL	35.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 07/08/2024 Receipt # INT-00066398 35.00

2024 / 2025 CHARLOTTE COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 37826

EXPIRES SEPTEMBER 30, 2025

TYPE OF BUSINESS 541690 Other Scientific and Technical Consulting Services (PROVIDING EDUCATIONAL CONSI

RENEWAL

BUSINESS ADDRESS VARIOUS LOCATIONS
CHARLOTTE COUNTY, FL 00000

BUSINESS NAME METEOR EDUCATION LLC

OWNER WILLIAM I LATHAM III

MAILING ADDRESS 690 NE 23RD AVE
GAINESVILLE, FL 32609-6716

AMOUNT	35.00
PENALTY	0.00
TOTAL	35.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 07/08/2024 Receipt # INT-00066398 35.00

Dear Business Owner:

Your 2024 - 2025 Charlotte County Local Business Tax Receipt is attached above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Charlotte County Local Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Charlotte County Local Business Tax Receipt is non-regulatory and is not an endorsement of work quality.

Your 2024 - 2025 Local Business Tax Receipt is valid from October 01, 2024 through September 30, 2025 . Annual account notices are mailed in June to the address of record at that time. Any Changes to your Local Business Tax Account due to change of Business Name, Ownership, Physical Address or you are Closing your Business please contact our office at 941-743-1350 .

VICKIE L. POTTS

Charlotte County Tax Collector

ENROLLED MEMBERS OF SRPMIC ARE EXEMPT FROM STATE SALES TAX ON CONSUMER GOODS PURCHASED WITHIN THE SRPMIC

BUSINESS LICENSE

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

The Person or Firm Listed Below is Hereby Licensed to Conduct the Business

of Meteor Education, LLC

Located at 690 NE 23rd Ave., Gainesville, FL, 32609

No. BL - 13942

NON-TRANSFERABLE

EXPIRES ON

DECEMBER 31, 2025

Issued to Cindy Sebzda Date of Issue Nov 05, 2024

According to SRO 49-78. By Juana Fulwilder

This License is Subject to Revocation for Violations

SR- 13942

TRANSACTION PRIVILEGE TAX LICENSE

(Must Be Displayed In A Conspicuous Place)

In accordance with the provisions of SRO 321-2010, as added or amended, the person or firm listed below is hereby authorized to collect reimbursement for Salt River Pima-Maricopa Indian Community Transaction Privilege Tax for the business

Of Meteor Education, LLC

Located At 690 NE 23rd Ave., Gainesville, FL, 32609

Beginning Business On Sep 08, 2023

Issued To Cindy Sebzda — Issued On Nov 05, 2024

Issued By Juana Fulwilder — Expires On Dec 31, 2025

The number which this license bears will be entered on your monthly report and should be referred to in all correspondence.

November 5, 2024

***Re: Transaction Privilege Tax License: SR -** 13942*
for the Salt River Pima-Maricopa Indian Community

Dear Cindy Sebzda,

Enclosed is your Transaction Privilege Tax License **SR-13942** for the *Salt River Pima-Maricopa Indian Community.* The license must be displayed in a conspicuous place at your business.

On a monthly basis, the business is responsible to submit a tax return and payment for tax due. A copy of the Community's monthly tax return can be obtained at www.srpmic-nsn.gov/government/treasurer. Tax payments need to be remitted to the following address which is listed on the monthly tax return:

SRPMIC
P.O. BOX 842342
LOS ANGELES, CA 90084-2342

Tax returns/taxes are due and payable monthly on or before the twentieth day of the month next succeeding the month in which the tax accrues and shall be delinquent the first day of the next month. For example, if you are filing a tax return for activity within the month of January, the tax return is due February 20th and is delinquent on March 1st. Interest and penalties will be assessed once the tax return is deemed delinquent.

If you have any questions or need additional information about the Community tax program, please **contact Connie Reifschneider, Treasury Department, at (480) 362-7678** and thank you for doing business with the Salt River Pima-Maricopa Indian Community.

Juana Fulwilder, Business License and Tax Permit Specialist
SRPMIC Community Development Department
480-362-7600 (Main)
480-362-7649 (Direct)
480-362-5849 (Fax)
juana.fulwilder@srpmic-nsn.gov

2025 UCR Registration is VALID!

Confirmation # 000-0525-0114

Registered on: 12/30/2024 10:27 EST

Generated: 12/30/2024 10:27 EST

Year: 2025

Paid:

Date	Bracket	UCR Fee	Conv. Fee	Total
12/30/2024	Bracket 2 [3 veh.]	$138.00	$4.10	$142.10

Bracket: 3 to 5 vehicles [3 vehicle(s)]

USDOT #: 1006376

Classifications: Motor Private Carrier

Legal Name: CONTRAX FURNISHINGS

DBA: METEOR EDUCATION

Base State: Georgia

Principal: 690 NE 23RD AVE
GAINESVILLE, FL 32609
US

Payor: CINDY SEBZDA

*** Expires: 12/31/2025 ***

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Meteor Education, LLC

Title of Authorized Representative: VP of Strategic Sourcing

Mailing Address: 690 NE 23rd Ave., Gainesville, FL 32609

Signature: Caroline M. Smith

PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Meteor Education, LLC

Title of Authorized Representative: VP of Strategic Sourcing

Mailing Address: 690 NE 23rd Ave., Gainesville, FL 32609

Signature: Caroline M. Smith

PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Carolyn L. Smith

Signature of Respondent

4/2/25

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature of Respondent

4/2/25

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Meteor Education, LLC

ADDRESS 690 NE 23rd Ave.

Gainesville, FL 32609

PHONE 800-699-7516

FAX 877-373-0622

RESPONDANT

Signature

Caroline Smith
Printed Name

VP of Strategic Sourcing
Position with Company

AUTHORIZING OFFICIAL

Signature

Caroline Smith
Printed Name

VP of Strategic Sourcing
Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:
Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1281244

Date Filed:
03/13/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Meteor Education, LLC
Gainesville, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 10 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP #R10-1176
Furniture and Storage Related Products and Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
BCDI Meteor Holdings GP, LLC	Boston, MA United States	X	
Meteor Management	Gainesville, FL United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Caroline Smith, and my date of birth is 10/29/1983.

My address is 690 NE 23rd Ave. (street), Gainesville (city), FL (state), 32609 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Alachua County, State of FL, on the 2nd day of April (month), 20 25 (year).

Caroline M. Smith

Signature of authorized agent of contracting business entity
(Declarant)

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND RELATIONSHIPS WITH FOREIGN ENTITIES CERTIFICATION

BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? CVY
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must aslo certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? CVY
(Initials of Authorized Representative)

RELATIONSHIPS WITH FOREIGN ENTITIES CERTIFICATION

In accordance with the Texas Government Code, §§2252.152–2252.154, a contractor must certify that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, the government of Iran, the government of Sudan, or a foreign organization designated as a foreign terrorist organization by the U.S. Secretary of State.

In accordance with the Texas Government Code, Chapter 2275, a governmental entity cannot enter into a contract or other agreement relating to critical infrastructure in Texas with a company that is owned or controlled by individuals, any company, or headquartered in China, Iran, North Korea, Russia, or a designated country, even if company is publicly traded. "Critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. "Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Does vendor agree? CVY
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
Texas or Non-Texas Resident

- ☐ I certify that my company is a **"resident Bidder"**
- ☒ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Meteor Education, LLC	690 NE 23rd Ave.	
Company Name	Address	
Gainesville	FL	32609
City	State	Zip

The following should replace Proposal Form 12 in its entirety. Changes have been highlighted.

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? Cey

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating

agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? _____

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60 and to the extent allowed by Title VI of the Civil Rights Act of 1964 and applicable executive orders, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? _____

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? _____

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? _____

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? _____

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? _____

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in

accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _____

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? _____

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? _____

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? _____

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? _____

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? _____

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? _____

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? _____

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Meteor Education, LLC

Company Name

Signature of Authorized Company Official

Caroline Smith

Printed Name

VP of Strategic Sourcing

Title

4-16-25

Date

The following should replace Proposal Form 13 in its entirety. Changes have been highlighted.

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? CG
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to

prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? CM
(Initials of Authorized Representative)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? CM
(Initials of Authorized Representative)

3. *Use of DHS Seal, Logo, and Flags*

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? CM
(Initials of Authorized Representative)

4. *Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? CM
(Initials of Authorized Representative)

5. *No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? CM
(Initials of Authorized Representative)

6. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? ___
(Initials of Authorized Representative)

7. *Compliance with 2 CFR 200.321(b)(1)-(5)*

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to the extent required and/or allowed by Federal law.

Does Respondent agree? ___
(Initials of Authorized Representative)

8. *License and Delivery of Works Subject to Copyright and Data Rights*

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? ___
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than $2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.
When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"
Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed $10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Carlin M. Smith 4/2/25

Signature of Respondent Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Meteor Education, LLC

Street: 690 NE 23rd Ave.

City, State, Zip Code: Gainesville, FL 32609

Complete as appropriate:

I N/A *, certify that I am the sole owner of* N/A *, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

OR:

I Caroline Smith *, a* ~~XXXXXXXX~~ Limited Liability Company *in* Meteor Education *, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

OR:

I N/A *, an authorized representative of* _____ *, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
BCDI Meteor Parent, LLC	690 NE 23rd Ave., Gainesville, FL 32609	100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

VP of Strategic Sourcing — 4/2/25

Authorized Signature and Title — ***Date***

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of ~~New Jersey~~ - Florida

County of Alachua

I, Caroline Smith *of the* Gainesville
Name *City*

in the County of Alachua *State of* Florida *of full age, being duly sworn according to law on my oath depose and say that:*

I am the VP of Strategic Sourcing *of the firm of* Meteor Education, LLC
Title *Company Name*

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so, that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Meteor Education, LLC
Company Name

- VP of Strategic Sourcing
Authorized Signature & Title

Subscribed and sworn before me

this 11th day of April, 20 25

Notary Public of New Jersey
My commission expires 6-7 20 25

SEAL

LANIE L HART
Notary Public - State of Florida
Commission # HH 370190
My Comm. Expires Jun 7, 2027
Bonded through National Notary Assn.

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Meteor Education, LLC

Street: 690 NE 23rd Ave.

City, State, Zip Code: Gainesville, FL 32609

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. *A photo copy of their Federal Letter of Affirmative Action Plan Approval* _____

   OR

2. *A photo copy of their Certificate of Employee Information Report* _____

   OR

3. *A complete Affirmative Action Employee Information Report (AA302)* X

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education X

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

- VP of Strategic Sourcing

Authorized Signature and Title

4/2/25

Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Carrie M. Smith

Signature of Procurement Agent

Section C - Personal Identification

14. Contact Name: Cindy Sebzda 15. Title: Controller 16. Contact Email: csebzda@meteoreducation.com

17. Address: 690 NE 23rd Ave City: Gainesville State: FL Zip Code: 32609

18. Phone Number: 3524161318 Phone Extenion:

Return Search Submission

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PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
   a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
   b) A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
   c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
   d) The form may be used "as-is", subject to edits as described herein.
   e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
   f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:

1. of the public entity awarding the contract
2. of that county in which that public entity is located
3. of another public entity within that county
4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Meteor Education, LLC		
Address:	690 NE 23rd Ave.		
City:	Gainesville	State: FL	Zip: 32609

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Caroline Smith	VP of Strategic Sourcing
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26
Page 2 of 2

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County: N/A

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P **A COUNTY-BASED, CUSTOMIZABLE FORM.**

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

[X] I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

[ ] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

[ ] Partnership	[ ] Sole Proprietorship	[ ] Limited Liability Partnership
[ ] Corporation	[ ] Limited Partnership	[ ] Subchapter S Corporation
	[X] Limited Liability Corporation	

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: BCDI Meteor Acquisition, LLC Home Address: 690 NE 23rd Ave., Gainesville, FL 32609	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 11th day of April, 2025

(Notary Public)

My Commission expires: June 7, 2025

(Affiant)

Caroline Smith, VP of Strategic Sourcing

(Print name & title of affiant)

(Corporate Seal)

LANIE L HART
Notary Public - State of Florida
Commission # HH 370190
My Comm. Expires Jun 7, 2027
Bonded through National Notary Assn.

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response**.

- [X] Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- [ ] Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☐ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

4/2/25

Date

Authorized Signature & Title

PROPOSAL FORM 24: MANUFACTURER LETTER AFFIDAVIT

Respondents should indicate below whether they manufacture all the products offered in their proposal or if they operate as an authorized reseller, dealer, distributor, or manufacturer's representative for any products offered in their proposal.

Respondents submitting proposals as an authorized reseller, dealer, distributor, or manufacturer's representative shall indicate that they are able, upon request, to provide a letter from the manufacturer certifying that Respondent is an actual authorized reseller, dealer, distributor, or manufacturer's representative for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.

Manufacturer letters will be requested from vendors being considered for award before final recommendations are made to the board. Failure to provide manufacturer letters may result in a respondent being eliminated from consideration for award.

Check one of the following:

☐ Our company manufactures all products offered in this response

☒ Our company operates as an authorized reseller, dealer, distributor, or manufacturer's representative and will provide the required letter from every manufacturer represented upon request from Region 10 ESC. I understand that failure to provide said letters may result in my response being rejected in part or in whole, and that misrepresentation of manufacturer consent may result in termination of any resulting contract for cause.

Meteor Education is an authorized dealer for all manufacturers represented in our proposal. Authorization letters available upon request.

Did you sign the vendor contract and signature form? **<u>If not, your Proposal will be rejected.</u>**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

Payment Methods

Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments.

Invoicing – All goods and services quoted by Meteor Education and purchased by the buyer will be ordered and tracked by Meteor. Upon delivery to buyer, itemized work orders are issued for the buyer to approve and sign. Once the buyer approves, the goods and services are invoiced. Meteor typically invoices within a week of project completion. The signed work order is attached to the invoice as proof of delivery and receipt. Meteor can invoice in any format that is acceptable to the client, including providing invoices that are structured identically to the quote.

Payment Terms – Payment terms are net 30 days, unless otherwise specified. Customer will be invoiced upon delivery of services. Customer will be charged 18% annual interest, or $50 per month, whichever is greater, on the balance of any late payment. Any change to an order must be in a written change order.

Taxes – Customer's current sales tax exemption certificate must be on file at the time the order is placed, or we must, by law, charge appropriate sales tax. Please note sales tax is not included in any of the proposed pricing. Upon customer request, sales tax will be billed as a separate line item at the local rate.

Returned Goods – Returned goods will only be accepted under a Return Authorization number (RA) issued by the Company. Accepted Returns may be subject to re-stocking and handling fees and any additional freight costs. Special order or custom-made products may not be returned.

Acceptable Methods of Payments & Associated Fees – Meteor accepts ACH, check, purchasing (P-Card) and credit card payments. If using purchasing cards, up to a 3.0% fee may be assessed to order.

Bonding – All fees for performance and payment bonds will be paid by customer, which can be up to 2% of the total project cost. Bonding rates are subject to change; please confirm the rate at time of order placement.

METEOR EDUCATION

Products & Services Offered

Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.

Meteor Education is the leader in the design and delivery of collaborative, flexible learning environments that accelerate student engagement. As part of our full-service approach, Meteor's local teams, educator experts and design specialists partner closely with each school district to create social classrooms and other custom spaces that empower educators to develop future-ready students. We provide training to teachers to help maximize the positive effect of each environment and tools so districts can measure the impact on student learning and the overall value provided to their community. Meteor has helped thousands of schools improve their learning settings for more than 30 years. Over the past five years we partnered with 1,800+ districts across the US to impact the educational experience of more than 2.8 million students.

Meteor Education offers a comprehensive suite of furniture and storage solutions that directly align with the scope outlined in the RFP. With access to over 200 manufacturers, we provide a diverse range of seating, desks, tables, storage solutions, and architectural products designed to enhance learning spaces. In addition to furniture procurement, Meteor Education delivers turnkey services that support clients throughout the entire project lifecycle. Our dedicated project management team oversees all aspects, including space planning, design consultation, delivery, installation, and post-installation support. To maximize the value of the new spaces, we also provide environment orientation sessions, helping end-users effectively utilize their redesigned environments.

We also offer specialized programs such as furniture repurposing and recycling, disaster recovery planning, and district-wide impact programs. These initiatives ensure sustainable, cost-effective, and equitable solutions. Our national and local contract partnerships enable us to deliver compliant, cost-effective solutions tailored to the unique needs of each district or organization.

Through our design studio approach, we focus on enhancing teaching and learning methods, optimizing classroom tools, and promoting meaningful interactions between students and teachers. As one of the largest providers of learning spaces in the United States, we are committed to integrating best practices for teaching and learning. Our solutions support inquiry-based instruction, effective use of modern classrooms, and increased student achievement.

Our submission includes product pricing by supplier and outlines the additional services offered, we are dedicated to delivering solutions that optimize learning environments and drive positive outcome.

METEOR EDUCATION

Statement of Differentiation

What Sets Meteor Education Apart from Others

Meteor Education is highly experienced in planning, designing, supplying, and installing turn-key fixtures, furniture, and equipment for schools across the nation. We have focused on providing school districts with these services for over 30 years and have successfully completed over 800 school packages per year to date – totaling close to [redacted] – during that time. Nearly all our clientele are K-12 public school districts, and we are therefore highly skilled in working on design/build projects in the realm.

We use a design studio approach to positively affect the methods of teaching and learning, the use of tools in classrooms, and the interactions between students and teachers within learning environments. Meteor is one of the largest providers of learning spaces, including furnishings and design services, in the United States, with a focus on integrating best practices for teaching and learning to drive inquiry-based instruction, effective use of modern classrooms, and increased student achievement.

Meteor Education is a leading educational services partner working with education providers to help them create High-impact Learning Environments and High-impact Learning Experiences throughout the U.S. As one of the largest providers of learning spaces, including furnishings, educational interior design and professional development services, Meteor's local studio approach focuses on bringing transformational learning to the surrounding communities, their students, and teachers.

K-12 Turn-Key Solutions. Over 98% of our business is done in the K-12 marketplace. Meteor specializes in helping schools to create high impact learning experiences.

Innovative and Instructional Design. Our entire process is design driven with our interior and instructional designers involved from start to finish. We have a team of full-time in-house designers ensuring we meet every design need. Once project goals are defined, we will work to develop a custom design to meet your unique needs. Meteor excels at developing flexible, functional environments and experiences. We bring cutting edge product design and combine the latest teaching methods (i.e. –

collaborative learning 71 product and instruction) into that design. Our project design includes the use of easy technology that enables the client to walkthrough the various spaces in 3D renderings – without the use of complicated software or training.

Organizational Size and Strength. These qualities are seen in our focus in the educational market. Meteor operates actively in 38 states and has the capacity to supply products nationally and even in some international markets. In addition, our team consists of professional sales associates, full-time design teams, project managers, installation professionals, and logistics options. This ensures that the smallest project details are accurately managed throughout your project.

Product Offerings. Meteor represents over 175 manufacturers. The abundance of manufacturers we represent ensures we can provide competitive furnishings to meet any need.

Learning Organization. As part of their professional development, Meteor personnel are encouraged to never stop learning. Many of our team members have professional certifications. This formal training, complemented with their experience, is another clear distinction between Meteor personnel and our competition.

Professional Development Consulting. We have a full team of professional educational consultants to help ensure teachers and district personnel are trained so they can provide the best learning experience possible for their students.

Service and Support. Our service after the sales is unparalleled in the industry.
Meteor warrants all products sold to the end user with a one-year parts and labor warranty (above any manufacturer's warranty). No such warranty exists from our competitors to cover labor associated with manufacturer defects. Additionally, after the one-year period is completed, Meteor will continue to act as a liaison between the client and manufacturer if any additional warranty issues arise throughout the warranty period for products.

One Year Walk-through Review. For large projects, Meteor will schedule an anniversary walkthrough after the first year in the facility. We will walk-through the site with the client to identify any issues and validate all warranty issues.

Design Capabilities

Collaborative Design Process

Meteor Education's approach to creating ProSocial Learning Environment™ designs is uniquely personal to the client. More than just an attractive space, our Meteor team utilizes a collaborative design process to align your learning goals with your space. Through the collaborative design process, the dedicated Meteor Learning Experience Coordinator (educator) inquires and uncovers the types of student learning experiences you desire and then works closely with the Meteor Interior Designer to translate your learning goals into space design. This emphasis on educational voice and focus is the bridge to an optimal space where teachers activate learning and students come alive in discovery.

Our firm strives to provide every client with instructionally-sound ProSocial spaces and currently employs 38 full-time Interior Designers and 11 full-time Learning Experience Coordinators (educators) to ensure our customers get the full design attention they desire.

Meteor Education's Design Elements

The learning environment is never neutral. In fact, many spaces manufacture lifeless learners and exhausted teachers. More than just an attractive space, ProSocial Learning Environments™ align your learning goals with your space. Meteor Education's collaborative design process, with an educational voice and focus, is the bridge to an optimal space where teachers activate learning and students come alive in discovery.

We've identified four design elements within supportive, collaborative, ProSocial Learning Environments™ and use these principles when designing spaces with our clients.

Design Elements of a ProSocial Learning Environment™

FOUR COMMON DESIGN ELEMENTS WITHIN A PROSOCIAL LEARNING ENVIRONMENT™

LEARNING PODS

Students sit or stand **eye-to-eye** and **knee-to-knee** in **teams of 2, 3, and 4**, to easily engage in respectful communication, real-world collaboration, and hands-on experiences with a common set of resources.

ACTIVITY ZONES

Students enhance their learning in areas designed for experiential activities that maximize **social interaction** and cognitive development, through **multiple learning modalities** and access for **integration of technology**.

TEACHER SPACES

Students gain when the finite resource of space for learning experiences is balanced between stakeholders. Teacher space for **focused planning** and **proximity to teams** helps learners in their journey, while mobile storage improves **adaptability** from year to year.

DYNAMIC PLACE

Students benefit from **agile spaces** equipped for fluid **learner movement** and **correct ergonomics** to maximize interactions, minimize transitions, offer **greater comfort and safety**, and deliver easy and quick flexibility.

See the Possibilities!

Utilizing cutting edge modeling tools, our team works with you to create, visualize, and refine your plan. See it before you own it! Please note that all pictures and renderings shown throughout this proposal were from Meteor projects.

Major benefits of space planning by Meteor Education

1. Visualize the environment
2. Design spaces to be more flexible by modeling layout options
3. Control costs associated with “over-buying” product that doesn’t fit

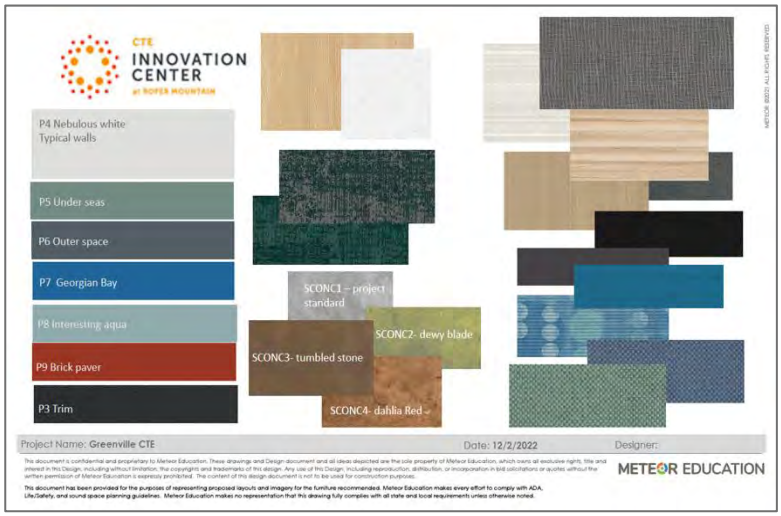
METEOR EDUCATION

Full Space Planning and Layout Services

Our design team works in concert with our sales force and learning services team to complete full layouts for all critical spaces in your facility. Being able to preview what the selected furniture will look like in your unique space, helps to ensure overall customer satisfaction and quality assurance. The following summarizes the list of available drawing services that are all included at no additional space planning charge with our total school programs:

1. **2D Space Planning** – The initial phase of project planning would be incomplete without reviewing the architectural plans and layouts. As part of this review, we add our products into the architectural floor plans to ensure proper spacing, function, and ADA compliance. These plans are reviewed by interior designers and sales team members with the end users for accuracy. Changes are made based on the various goals and feedback from the client.

2. **3D Renderings and Walkthroughs** – Meteor Education has the ability to bring your school to life months before it's actually completed. Sensitive areas such as media centers, cafeterias, classrooms, and administrative offices are laid out in stunning detail. This allows for a more realistic review of final planned furnishings and often helps create excitement and more in-depth conversations about the use of space and the overall use of the rooms.



Finish Selections

Not only does our local team work to ensure that all product selections meet the client's needs, but we also strive to ensure finishes/colors compliment the architectural details and support your overall vision for your space. Your local team will utilize the industry's wide selection of finishes, creating color palate examples and making recommendations based on customer's directives and feedback.

Creating a digital design presentation with finish selections shown for the project is another element of closing out the sales workup process. It enables the client to verify and then display all aspects of the products, finishes, and color pallets they have selected for the job. This ensures they are getting the colors and materials they envisioned for their project.

Software & Deliverables

Our design team is proficient in AutoCAD, Revit, CET, Photoshop, and Sketchup.

Building floor plans from schools or architects can be given in AutoCAD or Revit, as well as PDF. If there are no floor plans available, our team will come on site to field measure the spaces.

Design deliverables can include:

- 2D Floor plans – Black and white
- 3D Renderings – Black and white and/or color
- PowerPoint presentation including individual furniture callouts, which show and describe the product and finishes
- Digital color finish sample boards
- Fly-through videos – virtual walk through of building*
- Virtual reality goggles – put on goggles that allow you to turn your body and see the room as if you're standing in the middle of it*

*Deliverable is not included in standard design package and may require fee and additional time.

Value Added Services

Meteor Education offers many value-added services. Below is a summary of what sets us apart from the competition.

Local Studio Advantage. Our team is local. We firmly believe that to best serve the schools we work with, we need to be members of the community. While we have the benefit of national resources and thought leadership, we also provide the dedicated, local team support that makes the difference.

Experience in K-12 Turn-Key Solutions. Over 98% of our business is done in the K-12 marketplace. Meteor Education specializes in helping schools to create high impact learning experiences. Our firm strives to build longstanding relationships with customers by offering the highest quality and customer service in the industry. Our project experience and references are second to none.

ProSocial Learning Environments. You have unique requirements for your spaces based on subject areas, grade levels, instructional intent, and student needs. That's why we start every design by first deeply understanding your instructional outcomes for that space and designing so the environment is aligned with the experience. Each project team includes an Learning Experience Coordinator (LEC) who is an instructional expert and will guide this process. The LEC is committed to ensuring client-focused instructional input into the design of classroom environments for Educationally Sound Learning Environments to create ProSocial Learning Experiences.

Innovative and Instructional Design. Our entire process is design driven with our interior and instructional designers (LECs) involved from start to finish. We have a team of full-time in-house designers ensuring we meet every design need. Once project goals are defined, we will work to develop a custom design to meet your unique needs. Meteor Education excels at developing ProSocial, flexible, and functional learning environments and experiences. We bring cutting edge product design and combine the latest teaching methods (i.e. – collaborative learning product and instruction) into that design. Our project design includes the use of easy technology that enables the client to walkthrough the various spaces in 3D renderings – without the use of complicated software or training.

Environment Orientation. We have a full team of professional educational consultants (LECs) to help ensure teachers and district personnel are trained so they can provide the best ProSocial Learning

Experience possible for their students. Your local LEC can provide teacher onboarding support for how to leverage their new environment through the lens of student-centered learning.

Furniture Assessment Capabilities. For refurbish/replacement projects that don't have a budget that allows for all new furniture, our firm can inventory existing furniture within the school or district. We attach a score to the furniture and provide a comprehensive assessment. We then work with the client to develop a plan of what can continue to be used and what will need to be replaced. We can develop designs that incorporate both existing and new furniture.

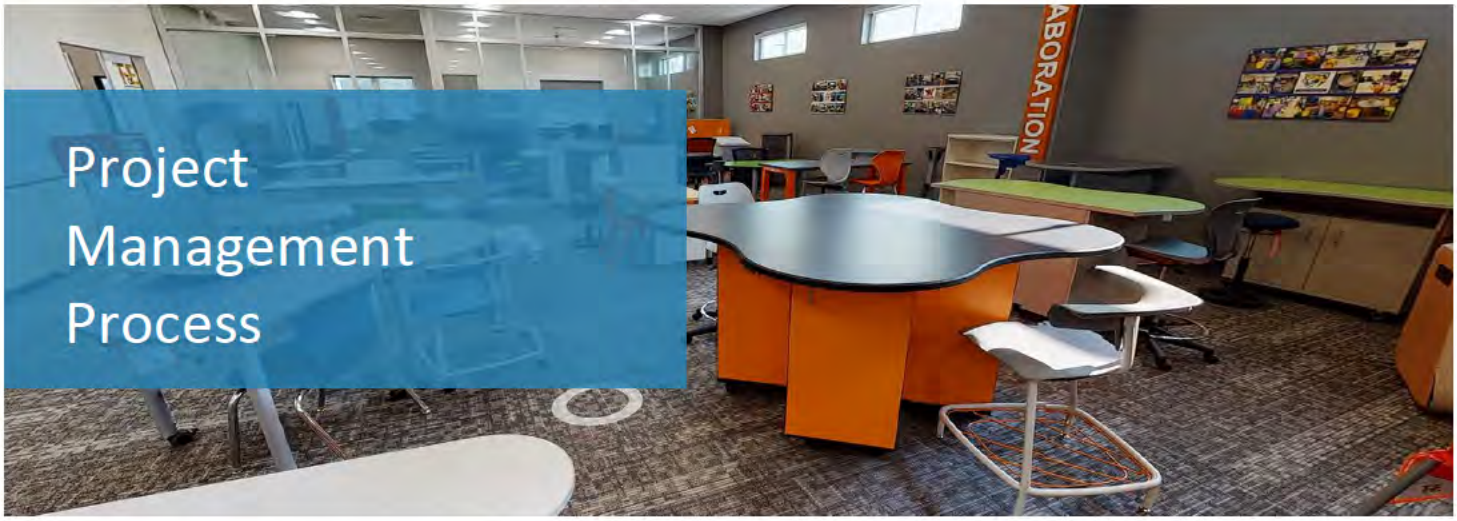
Organizational Size and Strength. These qualities are seen in our focus in the educational market. Meteor Education operates nationally and has the capacity to supply products in some international markets. In addition, our team consists of professional sales associates, full-time design teams, project managers, installation professionals, and logistics options. This ensures that the smallest project details are accurately managed throughout your project.

Product Offerings. Meteor Education represents over 175 suppliers. The abundance of manufacturers we represent, ensures we can provide competitive furnishings to meet any need.

Learning Organization. As part of their professional development, our personnel are encouraged to never stop learning. We offer professional development classes online through our Human Resources platform. In addition, many of our team members have professional certifications. This formal training, complemented with their experience, is another clear distinction between our personnel and our competition.

Service and Support. Our service after the sales is unparalleled in the industry.

- Our firm warrants all products sold to the end user with a one-year parts and labor warranty (above any manufacturer's warranty). Additionally, after the one-year period is completed, Meteor Education will continue to act as a liaison between the client and manufacturer if any additional warranty issues arise throughout the warranty period for products.
- One Year Walk-through Review. For large projects, Meteor Education will schedule an anniversary walk-through after the first year in the facility. We will walk-through the site with the client to identify any issues and validate all warranty issues.



Project Management Process

Purchase Order Verifications: All products placed on order for projects are verified for accuracy with quotes, drawings, and against the customer's project signoff. All purchase orders are acknowledged in writing with the customer once received. Any missing information or discrepancies found are verified in writing with the client for clarity.

Purchasing Procedures: Meteor places orders with factories based on the time schedule and lead times associated with the project once verified by project management. Factory orders are acknowledged and checked for accuracy once placed to ensure proper SKU, options, colors, and availability.

Professional Project Management: All projects are assigned individually to one of our experienced project managers. They are assigned "cradle to grave" from the receipt of the PO to the completion of the installation. The project managers work directly with the Lead Installers to ensure proper communication, setup for install work and changes throughout the process. It is important to note: while sales associates remain active throughout the life of a project, they are not trying to "manage" projects (which is not their primary role).

Coordination and Information: Our project managers are Meteor operations representatives that monitor and evaluate progress and coordinate our work from receipt of a purchase order to resolution of punch list items. The project manager works directly with the installation crew onsite to ensure that communications regarding deliveries, job site challenges and work progress are closely monitored. The project managers ensure efficient, timely coordinated work from our professional installation teams. They are involved from the beginning of the project specifications through to the end of the work.

Logistics Management: Meteor employs a full-time Logistics/Traffic Group Manager. This team is responsible for scheduling all incoming loads from factories and all deliveries in the field. This enables an even greater level of logistics control and execution.

Weekly Communication: Our project manager communicates weekly with the client as the project moves forward. This ensures that changes to the job schedule that affect the furniture delivery schedule will be caught and the proper revisions to the plans are made. This weekly communication can occur as a conference call, in regularly planned construction meetings at the client's invitation and via web conferencing.

METEOR EDUCATION

Ongoing Training & Consulting

Outline what ongoing training and consulting support is available to customers.

Meteor Education is committed to providing ongoing training and consulting support to ensure that customers maximize the value and effectiveness of their new learning environments. Our support is designed to be accessible, practical, and sustainable, equipping educators with the tools and knowledge needed to enhance teaching strategies and student engagement.

Environment Orientation
To help educators seamlessly integrate their new spaces into daily instruction, we offer comprehensive environment orientation services. This includes:

- Access to a Professional Library with instructional resources.
- Classroom tips and strategies that are easy to apply immediately.
- Instructional videos demonstrating best practices for utilizing the new learning environments effectively.

Learning Services
To build long-term capacity and promote sustainable learning strategies, we provide ongoing support through:

- Follow-up sessions during Professional Learning Communities (PLCs) and department meetings.
- 1:1 coaching and reflection, available both onsite and virtually.
- Support for instructional coaches and teacher leaders to extend and reinforce learning beyond the initial partnership.

Through these continuous training and consulting resources, Meteor Education ensures that educators receive the necessary guidance and support to create dynamic, effective learning experiences and sustain impactful instructional practices over time.

METEOR EDUCATION

Preventative Maintenance Program

Outline your preventative maintenance program for the offered products and services.

Meteor Education does not currently have a formal preventative maintenance program in place for all products. However, we do offer inspection and maintenance services for cafeteria tables through our Sico program.

As part of this program, we:

- Conduct onsite inspections to assess the condition of the tables.
- Perform general maintenance to ensure optimal functionality.
- Document any issues and provide a detailed inventory of necessary repairs.

Following the inspection, we generate a list of required parts, allowing the school district to decide whether to proceed with a quote for repairs.

Additionally, all maintenance programs are customizable based on customer needs. If requested, we can provide a quote for tailored preventative maintenance services specific to the products and scope of work.

Certifications & Qualifications Required by Installation Staff

Identify certifications and qualifications required by installation and maintenance staff.

Meteor Education's installation and maintenance staff do not require specific certifications unless mandated by a particular supplier. However, we partner with highly trained and experienced installation teams that specialize in the products we install.

Our teams are:

- Skilled in routine maintenance and follow industry best practices to ensure quality and longevity.
- Experienced in handling a diverse range of furniture and equipment, ensuring proper installation and optimal performance.
- Committed to maintaining safety and compliance standards, adhering to all project-specific requirements.

Should a project or supplier require specialized certifications, we ensure that the appropriate qualified personnel are assigned to meet those requirements.

METEOR EDUCATION

Product Certifications

Outline all applicable product certifications currently held such as BIFMA or ADA.

As a national supplier of educational furniture, Meteor Education understands the importance of providing products that meet specific certifications and standards required by school districts. We are committed to offering high-quality solutions from manufacturers that prioritize durability, safety, and sustainability while addressing functional needs, design aesthetics, and budget considerations. With a large network of suppliers, we provide a diverse range of products that comply with various industry-recognized quality and environmental standards. Below are some of the key certifications and standards met by our manufacturers:

Forest Stewardship Council – FSC certification is a voluntary, market-based tool that supports responsible forest management worldwide. FSC certified forest products are verified from the forest of origin through the supply chain. The FSC label ensures that the forest products used are from responsibly harvested and verified sources. The FSC's purpose is to coordinate the development of forest management standards throughout the different biogeographic regions of the U.S., to provide public information about certification and FSC, and to work with certification organizations to promote FSC certification in the U.S.FSC-US has a national presence through the work of its Board of Directors, members, staff, and regional standards coordinators.
Website: http://www.fscus.org/about_us/

GREENGUARD - GREENGUARD Certification is part of UL Environment, a business unit of UL (Underwriters Laboratories). GREENGUARD Certification helps manufacturers create--and helps buyers identify--interior products and materials that have low chemical emissions, improving the quality of the air in which the products are used. UL Environment acquired GREENGUARD in 2011, further advancing its mission of promoting global sustainability, environmental health, and safety.
Website: https://www.ul.com/services/ul-greenguard-certification

MAS Certified Green - MAS Certified Green is a registered trademark to delineate low VOC emitting products in the marketplace so that purchasers and specifiers of those

products know that they can earn credits in sustainability programs like LEED and California CHP program. MAS provides both static and dynamic emissions testing services to determine the type and concentrations of chemical compounds potentially off-gassed from finished products and raw materials into the indoor environment.
Website: https://mascertifiedgreen.com/

Green Label Plus – Green Label Plus is an example of CRI's (The Carpet and Rug Institute) leadership in the best practices of environmental responsibility. Look for the CRI Green Label Plus logo as proof that the product has been tested and certified by an independent laboratory and has met stringent criteria for low emissions. The Carpet and Rug Institute's Green Label Plus (GLP) program is recognized by the U.S. Environmental Protection Agency's (EPA's) Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing. This recognition places the GLP program as a top-tier program for certification.
Website: https://carpet-rug.org/testing/green-label-plus/

Cradle to Cradle – Cradle to Cradle Certification is a multi-attribute eco-label that assesses a product's safety to humans and the environment and design for future life cycles. The program provides guidelines to help businesses implement the Cradle to Cradle framework, which focuses on using safe materials that can be disassembled and recycled as technical nutrients or composted as biological nutrients. MBDC's certification program takes a comprehensive approach to evaluating the design of a product and the practices employed in manufacturing the product. The materials and manufacturing practices of each product are assessed in five categories: Material Health, Material Reutilization, Renewable Energy Use, Water Stewardship, and Social Responsibility.
Website: https://c2ccertified.org/

EPP Downstream Program - CPA's EPP Downstream Program is an easy way for consumers to identify environmentally responsible products. Products carrying the EPP Downstream logo were manufactured by a company that has demonstrated their environmental commitment by purchasing at least 50% CPA EPP certified composite wood products.
Website: https://www.compositepanel.org/

Eco-Certified Composite (ECC) - The Eco-Certified Composite (ECC) sustainability standard is a voluntary industry certification developed and administered by the Composite Panel Association (CPA) for manufacturers of composite wood or agrifiber-based panels, including particleboard, medium density fiberboard (MDF), hardboard, engineered wood siding, and engineered wood trim. ECC Certification is available to individual manufacturing plants and is based on life cycle inventory and other verifiable environmentally responsible practices. The certification process includes an on-site evaluation and subsequent yearly audits. CPA's proprietary Carbon Calculator, developed by a third-party expert, is used to assess the life cycle and carbon

footprint of composite panels made at a particular manufacturing plant.
Website: https://www.compositepanel.org/sustainability/ecc/

ISO Certification - ISO 14001 is the benchmark international standard for the implementation and operation of an environmental management system. Certification requires a commitment to continuously improve practices that protect the environment. To meet that responsibility specific environmental objectives and targets need to be set, as well as a program to reach those goals and a system that evaluates both the process management and results.
Website: http://www.iso.org/iso/home.html

Green-e - Green-e is the nation's leading independent certification and verification program for renewable energy and greenhouse gas emission reductions in the retail market. It has two certification and one verification programs: Green-e Climate is a voluntary certification program launched in 2008 that sets consumer-protection and environmental-integrity standards for greenhouse gas (GHG) emission reductions sold in the voluntary market. Green-e Energy is the nation's leading independent certification and verification program for renewable energy. Green-e Marketplace is a program that allows companies to display the logo when they have purchased a qualifying amount of renewable energy and passed our verification standards.
Website: http://www.green-e.org/about.shtml

ANSI/BIFMA - The ANSI/BIFMA certification signifies that furniture products meet rigorous safety, durability, and sustainability standards developed by the Business and Institutional Furniture Manufacturers Association (BIFMA) in collaboration with the American National Standards Institute (ANSI). These standards ensure that products undergo comprehensive testing for structural integrity, stability, and performance, promoting quality and safety in commercial furniture. Additionally, BIFMA's LEVEL® certification addresses environmental and social responsibility aspects, evaluating materials, energy usage, human and ecosystem health, and corporate practices. Products achieving LEVEL certification demonstrate a commitment to sustainability and can contribute to green building initiatives such as LEED.
Website: https://www.bifma.org/page/ansi-accreditation

SCS Global Services Indoor Air Quality Certification – SCS Global Services Indoor Air Quality Certification is a recognized and trusted program that assesses and verifies the indoor air quality standards of buildings and products. It ensures that the air inside a given space meets rigorous criteria for pollutants, toxins, and contaminants, promoting a healthy and safe environment for occupants. Through comprehensive testing, monitoring, and compliance with established guidelines, the certification demonstrates a commitment to maintaining high indoor air quality standards, benefiting the well-being and comfort of individuals in various settings, such as offices, schools, and residences.
Website: https://www.scsglobalservices.com/services/indoor-air-quality-certification

Intertek's Clean Air Certification – Intertek's Clean Air program independently tests and certifies products to regulated sustainability initiatives including, but not limited to, BIFMA e3, California CDPH, LEED, and WELL. Accepted by USGBC for LEED v4 EQ Credit Low-Emitting Materials, our Clean Air certification program, (formally ETL Environmental VOC certification) utilizes our expert team of chemists and globally recognized ISO 17025 accredited labs to test your products for VOC emission compliance. Intertek's proprietary program provides two classes of certification, along with the use of the Intertek Clean Air label for product packaging and client marketing.
Website: https://www.intertek.com/certification/indoor-air-quality/

ASTM D4060 - Standard test method established by ASTM International that measures the abrasion resistance of organic coatings using the Taber Abraser. This test evaluates the coating's durability by subjecting it to controlled wear conditions, helping assess its performance and longevity in real-world applications.
Website: https://www.astm.org/d4060-19.html

Oeko-Tex Certification – OEKO-TEX® Standard 100 is a globally recognized certification that ensures textiles are tested for harmful substances and are safe for human health. Products with this certification meet strict criteria for chemicals, including pesticides, heavy metals, and formaldehyde, making them environmentally friendly and safe for consumers. This certification promotes sustainable and responsible textile production.
Website: https://www.oeko-tex.com/en/our-standards/oeko-tex-standard-100

Toxic Substances Control Act Compliant – The Toxic Substances Control Act (TSCA) is a U.S. law that regulates the manufacture, import, use, and disposal of chemical substances. It authorizes the EPA to review and restrict chemicals that pose unreasonable risks to human health or the environment. TSCA compliance ensures that companies adhere to safety standards, proper labeling, and reporting requirements for chemical products.
Website: https://www.epa.gov/laws-regulations/summary-toxic-substances-control-act

California Air Resources Board (CARB) Compliant – The California Air Resources Board (CARB) is responsible for protecting public health and the environment by regulating air quality standards in California. CARB compliance ensures that products meet strict emissions regulations, including limits on volatile organic compounds (VOCs) and formaldehyde in materials. Companies adhering to CARB standards demonstrate a commitment to reducing air pollution and promoting sustainability.
Website: https://ww2.arb.ca.gov/

ADA Compliance – The federal government—and other regulatory bodies—do not certify individual products as ADA compliant. Rather, accessibility and usability depend on how the product is applied, positioned, and integrated within the overall space. We offer many products that are thoughtfully designed to align with ADA guidelines, and we also provide layout solutions that support compliance with ADA egress requirements.

Furniture Recycling with Meteor + IRN

Meteor Education has partnered with The Institution Recycling Network (IRN) since 2012 to facilitate the recycling and repurposing of unwanted furniture from schools across the nation. Rather than disposing of items like furniture, electronics, office equipment, and other surplus materials, institutions can donate them to a school in need.

The network helps institutions find suitable recipients for their surplus items, ensuring they are reused or recycled in an environmentally responsible manner. This approach promotes resource conservation and reduces waste generation, benefiting both the environment and participating institutions.

Your unwanted furniture can continue to help educate children who otherwise would not have access to a desk or a chair. In addition, your school could secure additional LEED points. All this for about the same cost as hauling and dumping to a land fill.

As a turnkey service, IRN, in conjunction with Meteor Education, handles planning, arranges labor, finds matches/recipients, moves your surplus, and provides detailed tracking and reporting for projects.

Visit YouTube at: http://www.youtube.co m/watch?=zx42J08nfPI for a video that features Meteor Education (then known as Contrax Furnishings), IRN, and Food for the Poor. This video shows the donation of furniture to a needy school in Jamaica.

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+

IRN
THE REUSE NETWORK

Customer Service

Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.)

Meteor Education, LLC., Corporate headquarters' hours of operation are Monday – Friday from 8:00 a.m. – 5:00 p.m. EST. With employees and studios in Eastern, Central, Mountain and Pacific times zones, our local teams' standard business hours are Monday – Friday from 8:00 a.m. – 5:00 p.m. in their local time zone.

Below is a summary timeline of how we deal with service and warranty needs. If at any time an issue/problem needs to be escalated, a manager or executive will step in to make things right for our customer.

- Client or client's representative reports an issue that requires service or replacement through Meteor Connect or directly to their preferred Meteor representative (LES, PM, or NSM)
- Additional information may be requested from the client to generate a Service Request (SR)
- Once the SR is generated, it's automatically added to the Meteor Connect portal and sent to the manufacturer for processing. This will be visible to the client via their version of Meteor Connect.
- The Service Department will negotiate the delivery and terms of a replacement piece, part or complete unit based on the extent and severity of the damage. If a damaged product needs to be returned, the Service Department will make arrangements for pick-up of damaged item.
- New products will be delivered to the site and Meteor will provide installation services, if required. Or if product can be repaired, Meteor Project Manager will schedule a convenient time for the designated representative to complete the required service at the site where the damaged piece is present.
- The client will sign a Customer Service Request to acknowledge the completion of the agreed upon work and said document will be used to close the service request in Meteor Connect.

Meteor provides superior service to our customers. Our objective is to supply our customers with high quality products built to stand the test of time within their budget. In addition to high quality products, our standard of excellence includes thorough sales and project management processes, professional installation and full warranty service. Following these processes helps prevent many problems before they start.

We only partner with the finest manufacturing, trucking, and installation companies. Our thorough processes are filled with checks and balances to ensure the highest quality is achieved during the manufacturing, delivery, installation and punch list resolution. Some of our procedures that ensure quality are summarized below.

- **Initial Client Interviews** – This helps us to determine client's needs and wants which allows us to better serve the client.
- **Reviews of Layouts, Specifications and Color Selections** – Reviewing product selections puts entire project team on the same page and eliminates miscommunication. Final approval must be received from customer prior to moving forward.
- **Review of Quote** – Meteor and customer team members will review each line item for accuracy prior to ordering. In addition, Meteor will confirm each line item with manufacturer prior to final shipment.
- **Purchase Order Verification** – Any missing information or discrepancies found are verified in writing with the client for clarity. Formal quote will be provided, and final approval must be received from customer prior to moving forward.
- **Weekly Communication & Project Meetings** – This ensures that any potential issues are caught and the proper revisions to the plans are made. Project managers will oversee delivery and installation of your project from start to finish. They will use Meteor Connect, as well as phone, email and in-person communication to ensure customer has the most up-to-date information.
- **Site Visits & Field Measurements** – Site visits allows for familiarity with jobsite and field measurements ensure that desired furniture will fit within room.
- **Delivery & Installation Lists** – The lists we utilize allow for the orderly receipt and delivery of all items to their specific locations with the greatest efficiency. These lists are reviewed by project management throughout the delivery and installation to ensure adequate progress and identify any issues that may arise during the distribution process.
- **Final Project Walkthrough/Delivery Acceptance** – Meteor personnel will walk rooms with client to ensure all products were delivered and installed as desired.
- **Service after Delivery/Punch List** – Meteor utilizes a comprehensive system for follow-up and response once the initial installation is completed though the Meteor Connect online project management system. All punch-list items are tracked by work order to their completion.

Regarding the number of service centers, our proposal includes a list of our office locations; however, it's important to note that we have a nationwide team of over 340 employees, supported by an extensive network of third-party installation partners. All service needs will be handled by the local studio team, and when service is required, it is typically performed onsite by local personnel.

Financial Stability

BainCapital
DOUBLE IMPACT

Meteor Education takes pride in our financial strength. Since our national expansion in 2008 we've been on a growth trajectory. This growth has led us to great opportunities including more resources to refine our processes and the opportunity to work with private equity partners. In addition, we also have strong relationships with our banking and bonding firms. We've included letters from those institutions which further emphasize our financial strength. Additional information regarding our financial strength is available upon request.

At Meteor Education, we have journeyed together from the origins of our company in 1967, to the beginning of Contrax Furnishings, to an era of significant growth and impact under the brand of Meteor Education. All along the way we have seen more Meteorites join with the shared goal of impacting the lives of more students positively. We have chosen to be a part of changing the learning experiences by delivering on High Impact Learning Environments, Accelerated Engagement, and ProSocial Learning Experiences through our values of Going the Extra Mile, Innovation, Co-Creative Voice, always Learning as an organization, and traveling in One Boat as a team. Going to market through our local studio presence, supported by a strong backbone of support services, we have been able to adapt our local strategy and support our customers specifically and with deepening connection.

At the end of 2022, we established our new partnership with Bain Capital Double Impact (BCDI) to drive Meteor's influence and impact to the next level. The fulfilment of our Meteor Manifesto requires a very broad group of stakeholders working together to deliver on our mission. This certainly includes investment in both our core business as well as new vectors of opportunity to make an impact as education continues to change.

About Bain Capital Double Impact

Bain Capital Double Impact (BCDI) is focused on investing in mission-minded companies that impact communities and the environment positively and provides Meteor additional opportunities to expound upon our great work to reach more students.

BCDI comes to Meteor with vast investment experience as part of a larger network of the funds of Bain Capital, a global leader and one of the most respected brands in private equity. Their approach to building mission-driven, high-performance companies is a perfect complement to the Meteor culture. Their goals align directly with our emphasis on being profitable while delivering on ProSocial Learning Environments and Experiences.

BCDI focuses on three investment areas, Health and Wellness, Education and Workforce Development, and Sustainability. Their experience and success in each of these areas offers Meteor new resources plus a strong collaborative partnership in our future growth in the education market.

Process Timeline

Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.

The timeline for product pickup, delivery, and overall project execution varies based on several factors, including the supplier, product availability, pickup location, and final delivery site. Standard lead times typically range from 1 to 16 weeks, depending on the manufacturer and product type. We work closely with our suppliers and logistics partners to coordinate timely deliveries and provide project-specific lead time estimates.

Project timelines are influenced by the size and scope of each project. While we do not have a universal timeline, we collaborate with clients to align with their schedules and deadlines, prioritizing efficient planning, coordination, and execution.

The pricing matrices included in this proposal outline all products, services, and associated delivery details.

Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency

Our company has the capability to provide comprehensive management reports tailored to your needs. While we do not typically offer time and attendance reports unless specifically required for a project—such as for prevailing wage compliance—should such reports be needed, we can coordinate with our installers to ensure the necessary documentation is provided in the most effective format.

We are fully capable of delivering consolidated billing reports by location, as well as any other reporting format required. As a current Region 10/Equalis contract holder, we are well-versed in all necessary reporting requirements and can customize our reports to meet specific customer needs.

Our team is committed to providing timely, accurate, and detailed reports to support your agency's objectives.

History & Growth Timeline

With a parent company established in 1967, Meteor Education is a Limited Liability Company with headquarters in Gainesville, Florida.

- 1967 – JR Office Furniture and Equipment Co. was established by Gary Junior as a reseller of used office furniture from offices in New York, NY. Within a few years, the company was also selling new office furniture.
- Early 1980s – JR Office Furniture expanded its product lines to include office supplies and also opened multiple locations.
- 1987 – Florida changed its state government and agency purchasing rules from a bid system to a more open buying system by use of "piggybacking" on existing contracts. This was an important development to the original formation of Contrax Furnishings (JR Office Furniture d.b.a. Contrax Furnishings), as the new business unit began selling to educational institutions, primarily in casework and some loose furnishings.
- By 1992 – JR Office refocused almost exclusively on contract selling through Contrax Furnishings division. The first full turnkey project was completed in 1993. Since then, we have continually grown.
- 2001 – Contrax Furnishings Inc. established.
- 2008 – Contrax Group, LLC established as a subsidiary of Contrax Furnishings, Inc. and began to offer products and services in over 25 states.
- 2010 – Contrax Furnishings, Inc. converted to Contrax Furnishings, LLC.
- 2016 – Contrax Group, LLC rebranded to Meteor Education, LLC to have a name that better encompassed all our service offerings. Tax ID and ownership remained the same.
- 2021 – Meteor Education, LLC acquired Premier F+E, a regional dealership covering Iowa, Minnesota, Wisconsin, North Dakota, and South Dakota.
- 2022 - Meteor Education, LLC acquired Worthington Contract Furniture, a Texas dealership based in Austin. Meteor Education, LLC acquired Blankenship Associates, Inc., a North Carolina dealership based in Raleigh.

Experience & Qualifications of Key Employees

Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:

* Executive Support
* Account Manager
* Contract Manager
* Marketing
* Billing, reporting & Accounts Payable

The following members of the Meteor Education team will play crucial roles in the Region 10 ESC RFP #R10-1176 for Furniture and Storage Related Products and Services, bringing extensive experience from similar projects. It is important to note that each team member is assigned a limited number of projects at a given time. This practice ensures that your team will have ample time and resources to fully focus on delivering ProSocial Learning Environments and Experiences that align with your instructional goals, thereby maximizing the return on your project investment.

Furthermore, in addition to the local team, Meteor Education employs over 340 dedicated full-time professionals across various departments. These include experts in interior design, bidding, contracts, quoting, logistics, installation, project management, sales, educational instruction, professional development, finance, strategic sourcing, marketing, as well as customer service.

Executive Support - Sean Farley, Executive Vice President, Supply Chain
P: 800-699-7516
E: sfarley@meteoreducation.com

METEOR EDUCATION

Account Manager – Jordan Lockhart, Managing Director
P: 817-360-3426
E: jlockhart@meteoreducation.com

Contract Manager - Lanie Hart, Bids & Contracts Manager
P: 352-871-6816
E: lhart@meteoreducation.com

Marketing - Chelsea Adicks, Director of Brand & Communications
P: 352-301-2168
E: cadicks@meteoreducation.com

Billing, Reporting & Accounts Payable - Beth Barnett, Director of Billing & Collections
P: 352-416-1302
E: bbarnett@meteoreducation.com

Resumes are provided via the following pages.

METEOR EDUCATION

Sean Farley

Executive Vice President
Supply Chain

sfarley@meteoreducation.com

404-797-8883

meteoreducation.com

1.800.699.7516

OBJECTIVE

Experience supply chain executive with over 10 years of leadership in strategic sourcing, operations, and financial performance. Proven ability to lead cross-functional teams, implement cost-saving initiatives, and optimize processes through data-driven decision making. Recognized for delivering strong results, developing people, and aligning supply chain strategies with organizational goals.

METEOR HIGHLIGHTS

- Achieved $2.2M in supplier rebates and discounts in 2024 through strategic collaboration
- Secured $303k in cost savings by restructuring supplier program
- Led ERP system upgrade, enhancing data management and purchasing operations

EXPERIENCE & CAREER HIGHLIGHTS

Executive Vice President

Meteor Education • Atlanta, GA • 2004 – Present

Lead strategic sourcing, purchasing, and product catalog management. Oversee a team of 20+ professionals. Improved operational efficiency and supplier alignment while driving major cost-saving initiatives and system upgrades.

Vice President, Supply Chair Operations & Technology

Liberty Furniture Industries • Atlanta, GA • 2022 – 2024

Managed operations, supply chain, and IT for three facilities. Delivered $1.2M + in annual savings and implemented enterprise-wide warehouse management systems, boosting labor efficiency and logistics performance.

EDUCATION

MBA, Business Administration
Georgia State University

B.S., Electrical Engineering Technology
Georgia Southern University

Certifications

Certified Supply Chain Professional (ASCM)

Lean Six Sigma Black Belt (BMG University)

SKILLS & STRENGTHS

- Strategic Sourcing
- Leadership & Team Development
- Supply Chain Operations
- ERFP Systems
- Lean Six Sigma
- Inventory Management

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Jordan Lockhart

Managing Director

jlockhart@meteoreducation.com

817-360-3426

meteoreducation.com

1.800.699.7516

OBJECTIVE

My commitment to innovation, industry expertise, and longstanding dedication to fostering excellence positions me as a seasoned leader prepared to navigate the challenges and opportunities in the evolving landscape of educational furniture solutions.

METEOR HIGHLIGHTS

I bring a high level of experience to the Meteor team, ensuring we have a great overall relationship with the customer.

- Employee number 1 for Texas/Oklahoma Territory in 2008
- Increase sales from $4M in 2008 to $45M in 2023
- Sold over $4M of new customer acquisitions in 2020 and 2021

EXPERIENCE & CAREER HIGHLIGHTS

Managing Director

Meteor Education • Keller, TX • 2008 – Present

As the Managing Director, my primary responsibilities involve overseeing the strategic direction and day-to-day operations of the company. I am tasked with making high-level decisions, implementing policies, and ensuring that our business objectives align with our mission and vision. My success in this role has been evident through effective leadership, fostering a collaborative work environment, and implementing innovative strategies that have contributed to increased efficiency, growth in market share, and enhanced overall performance for the company.

EDUCATION

Secondary Education & Minor in History /PE
Sam Houston State University

1993

SKILLS & STRENGTHS

- Team Building
- Strengthening Partnerships
- Execution
- Servant Leadership
- Collaboration
- Customer Service

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Chelsea Adicks

Director of Brand & Communications

cadicks@meteoreducation.com
352.301.2168
meteoreducation.com
1.800.699.7516

OBJECTIVE

Chelsea Adicks helps to spread Meteor Education's mission and brand promise to the market by leading collateral development, graphic design, visual identity, communications, and tradeshow and event strategy.

METEOR HIGHLIGHTS

Chelsea has played a key role in many projects over her tenure at Meteor, including leading the rebrand of Contrax Furnishings to Meteor Education, as well as overseeing all print and digital collateral development. As the first on-staff marketing hire, Chelsea has helped to build the Meteor brand for over a decade, including producing several print catalogs, website redesigns, local and national tradeshows, and countless collateral design projects. She has been involved in three collaborative book projects as a Meteor representative (*Humanizing the Education Machine*, *The Healthy Workplace Nudge*, and *Whole: What Teachers Need to Help Students Thrive*). She has a passion for wellbeing and team culture and is certified in CoreClarity® strengths-based facilitation.

EXPERIENCE & CAREER HIGHLIGHTS

Director of Brand & Communications

Meteor Education • FL • 2024 - Present

Leads the creative team on all branding, graphic design, and corporate communications activities. Leads our event and tradeshow marketing, social media strategy, and email campaigns.

Director of Marketing

Meteor Education • FL • Date - Date

Led the rebrand from Contrax Furnishings to Meteor Education. Produced all corporate brand collateral. Developed a tradeshow and event support structure for local studio teams.

EDUCATION

B.S. in Advertising, English Minor
University of Florida
2014

President of ODK Honor's Society, University of Florida Chapter

EDmarket NexGen Award Recipient
2023

SKILLS & STRENGTHS

- Branding
- Corporate Communications
- Creative Direction
- CoreClarity® Facilitation
- Event Marketing
- Digital Marketing

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Lanie Hart

Contracts Manager

lhart@meteoreducation.com
bids@meteoreducation.com
352-871-6816
meteoreducation.com
1.800.699.7516

OBJECTIVE

Results-driven. Adept at drafting, reviewing, and managing contracts.

METEOR HIGHLIGHTS

2020 Excellence Award noting my commitment, dedication and pursuit of excellence.
2021 Going the Extra Mile Award in recognition of my outstanding example and embodiment of company's shared value of going the extra mile.

EXPERIENCE & CAREER HIGHLIGHTS

Contract Manager

Meteor Education, LLC • Florida • 2017- Present

With over 25 years of experience in construction law, civil litigation, contracts, risk management, and compliance, I bring a deep understanding of legal and operational frameworks. My expertise in contract administration, lifecycle management, and stakeholder/client relations consistently drives organizational efficiency and reduces risk across all levels.

SKILLS & STRENGTHS

- Detail-Oriented: Strong ability to analyze complex contractual terms and ensure compliance.
- Communication & Leadership: Ability to coordinate cross-functional teams and communicate legal complexities in simple terms.
- Problem-Solving: Skilled in resolving contract disputes efficiently and minimizing risks.
- Time Management: Effectively manages multiple contracts and deadlines with a high level of accuracy.

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Beth Barnett

Director of Billing & Collections

bbarnett@meteoreducation.com
352-416-1302
meteoreducation.com
1.800.699.7516

OBJECTIVE

Resolutions Expert with Strong Accounting and Management background; as well as Sales, Insurance and Education experience. In my roles at Meteor, it has been my goal to enhance processes and create efficiency gains, while focusing on effectiveness and accuracy. Performing internal audits in my area have proven to assist in my Team's ability and in the Company's ability to strive for Flawless Execution.

METEOR HIGHLIGHTS

2022 Received an Award for exhibiting company value: Co-Creative Voice
2021 Received an Award for exhibiting company value: Leaner
2019 Received the Excellence Award
2019 Recognized for being part of the Magnificent 7 (acquisitions team)
2016 Chairman's Circle attendee for Overall Exceptional Performance
2016 Received the Excellence Award – Consistent exhibitor of company Core Values
2014 Chairman's Circle attendee for Overall Exceptional Performance
2013 Received the Game Changer award for elevating the company's financial position through Collections

EXPERIENCE & CAREER HIGHLIGHTS

Director of Billing & Collections

Meteor Education • Florida • June 2019 - Present

Focus: Process improvements and increasing efficiency and effectiveness of operations in these functional areas. Collaboration with our Systems Development teams to enhance our systems for elevated utilization and automation of reporting.

Sr. Accountant

Meteor Education • Florida • February 2019 – June 2019

Manages all accounting for the Educational Services branch of the business, performs internal auditing reviews, and supports month-end close activities.

EDUCATION

MBA - Accounting
Saint Leo University
2013

BA - Management
Saint Leo University
2000

AS – Office Systems Technology
Central Florida Community College
1994

SKILLS & STRENGTHS

- Financial Accounting & Reporting
- Revenue Recognition
- Cash Management
- Account Reconciliations
- Accounts Receivable
- Cost Accounting
- Monthly Close
- General Ledger
- Accounts Payable
- Customer Service
- Microsoft Office Tools
- Excel – Formulas and Pivots
- Internal Audits
- Bank Reporting – Daily Collateral

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Strategy to Increase Market Share

What is your strategy to increase market share in the public sector?

Meteor Education's growth strategy in the public sector is driven by local market immersion, relationship-building, and strategic expansion. With nearly all current operations in the public sector, our nationwide sales and project management teams ensure that every project is supported by a dedicated local team. Additionally, our quoting and design teams are regionally assigned, allowing for a deeper understanding of customer needs and market dynamics.

As demand increases across the U.S., we will expand our sales force as needed to support new opportunities. For projects in Hawaii, Alaska, U.S. Territories, or outlying areas, freight and installation will be quoted separately to ensure accurate pricing and logistics planning.

By maintaining a strong local presence, fostering customer relationships, and strategically expanding into new markets, Meteor Education is well-positioned to continue growing its market share in the public sector while delivering exceptional service and tailored solutions.

Marketing Plan & Promoting Contract

Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.

Upon award of this contract, our organization has a structured plan to market and promote it, aligning with our current go-to-market strategy in the public sector.

External Plan:

- **First Month After Award:**
  - Input contract details into our internal quoting system to ensure smooth processing.
  - Begin designing and preparing marketing materials.
  - Create and distribute a co-branded press release to announce the award.
  - Announce the contract award on our social media channels to increase visibility.
  - Add contract details and contact information to our company website for easy reference.
- **Second Month After Award:**
  - Finalize and publish marketing materials, ensuring all messaging is consistent and targeted.
- **Third Month After Award:**
  - Distribute marketing materials through our sales team to drive awareness and engagement.
  - Our Sales Enablement department will execute an email blast and mail campaign to inform all existing clients about the new contract.
  - Ensure current clients are informed of the updates and changes in the new contract.
  - Continue ongoing marketing and promotion throughout the term of the contract, including case studies, collateral pieces, presentations, and other materials to maintain awareness and generate leads.

Marketing Plan – Training Sales Force & Customer Service

Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.

To ensure our sales force and customer service representatives can competently and consistently present the new contract to public agency customers, we have developed a comprehensive training plan.

Internal Plan:

- **First Month After Award:**
  - Executive leadership will provide endorsement and sponsorship of the contract, positioning it as a key component of our public sector go-to-market strategy within the first 10 days.
  - Contract details will be input into our internal quoting system to streamline processes.
  - We will create training materials that emphasize key features of the contract, including information on the solicitation process and details on the range of public agencies eligible to utilize the contract.
- **Second Month After Award:**
  - We will educate the executive sales and quoting teams on all contract details to ensure they have a comprehensive understanding.
  - Finalize contract details in the internal quoting system.
  - Run test quotes in the system to ensure smooth functionality and proficiency.
- **Third Month After Award:**
  - The sales and quoting teams will undergo two one-hour webinar training sessions to review key contract details.

    - We will provide internal resources to ensure success in selling the contract, including contract marketing materials, contact information for the Equalis/Region 10 ESC representative, and internal support for any questions.
- **90+ Days After Award:**
    - Continuing education will be provided to keep the team updated on any changes or new features.
    - We will evaluate the sales performance related to the contract and develop an action plan if needed to drive further sales.

Meteor currently holds a Region 10/Equalis contract. Our sales and quoting team are well versed in the applications and benefits of the current Region10/Equalis contract, and our purchasing team is knowledgeable in the reporting requirements. We will develop training materials to emphasize key features of the new contract. At a minimum, all sales team and support staff personnel will go through 2 one-hour webinar training sessions to review pertinent contract details. They will also be given resources to ensure their success in selling off this contract. These resources will include internal support with the contract, contact information of Equalis/Region 10 ESC representative, and contract marketing material.

Sales & Quote Generation to the Equalis Contract

Define the specific, step-by-step process for your sales and/or quote generation team to tie a quote, proposal, invoice, and/or purchase order to the Equalis cooperative contract in you Customer Relationship Management ("CRM"), sales system, or Enterprise Resource Planning ("ERP") system. Include any individuals and/or teams involved in this process.

Meteor Education's quote-to-invoice process is fully integrated within Salesforce and NetSuite, ensuring a seamless and accurate connection to the Equalis cooperative contract throughout the project lifecycle, from quoting to final billing and reporting.

Step-by-Step Process:

1. **Contract Setup:** Upon contract award, the System Support Team imports all contract details into Salesforce, ensuring accuracy in pricing, terms, and compliance requirements.
2. **Quote Generation:** When an opportunity or quote is identified as an Equalis project, it is tagged accordingly in Salesforce, allowing for consistent tracking and reference.
3. **Proposal & Purchase Order Alignment:** Throughout the project, all related documents—including quotes, proposals, invoices, and purchase orders—are tied to the Equalis contract to maintain accuracy and compliance.
4. **Project Execution & Coordination:** Sales, Project Coordination (Quoting), Purchasing, and Finance/Billing Teams collaborate within Salesforce and NetSuite ensuring smooth order processing and contract fulfillment.
5. **Final Billing & Reporting:** As a previous Equalis contract holder, Meteor Education is well-versed in all contract requirements for quoting, billing, and reporting. Our automated reporting system ensures compliance and timely submission of sales data.

With all teams having access to Salesforce, this process provides real-time visibility, accuracy, and efficiency, ensuring seamless contract execution and compliance with Equalis requirements.

METEOR EDUCATION

Commitment to Supporting Agencies

If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.

If awarded this contract, we would continue to position it as one of our premier contract vehicles, just as we do with our current Region 10/Equalis contract. Our standard practice is to lead with our strongest cooperative contracts when working with both new and existing clients. We do not offer deeper discounts on other discount-off-catalog contracts, and in most cases, we offer lower discounts to ensure that Equalis remains the most competitive and attractive option.

For new customers, we take the opportunity to educate them on our available contract options and emphasize the benefits of purchasing through Equalis. These conversations typically happen during the quoting process, where we explain how Equalis ensures competitive pricing, compliance, and ease of procurement.

For existing clients, many already have preferred contract vehicles in place. While we continue to encourage the use of Equalis, we ultimately respect the purchasing requirements and preferences of each district. In some cases, our manufacturers hold direct contracts (e.g., South Carolina State Contract), or the client may choose to use their own local, regional, or state-specific contracts. Additionally, some transactions fall below bid thresholds and do not require a contract at all.

That said, we are currently seeing significant sales volume through our Region 10/Equalis contract and will continue to promote its use both internally and externally. As outlined in our marketing plan, we are committed to driving contract awareness and usage through targeted outreach, internal training, and client education.

Sales Representatives

Provide the number of sales representatives which will work on this contract and where the sales representatives are located.

The following is a listing of Meteor's Sales Team with their locations. Please note that many of our team members travel throughout the nation to cover our clients' needs.

METEOR EDUCATION

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 7

Agenda Item: Approval of a 3-Year Agreement with Arctic Wolf for Cybersecurity Services

Executive Summary: To reduce costs, we propose entering into a 3-year agreement with Arctic Wolf for a total cost of $113,538.00, payable in three annual installments. This agreement will provide the City with continuous monitoring, threat detection, incident response services, and cybersecurity consultation, ensuring the security of our digital assets, with significant cost savings compared to a 1-year agreement.

Requested Action / Suggested Motions: Pass a Motion to authorize and direct the Mayor Pro Tem to execute a 3-year agreement with Arctic Wolf to provide cyberthreat detection and response services for a total cost of $113,538.00, paid in yearly installments.

Responsible Staff Member: Gabriel Raab, Network Systems Administrator

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - Arctic Wolf.docx
02-Arctic Wolf 1 year vs 3 year.pdf
03-Purchase Order and Agreement Arctic Wolf.pdf
04-Coop Agreement Ingram_OMNIA.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: August 12th, 2025

Title: Approval of a 3-Year Agreement with Arctic Wolf for Cybersecurity Services

Location: City-wide

Responsible Staff Members: Gabe Raab, Network Systems Administrator

Background: The City's Strategic Plan emphasizes the importance of modern technology, systems and tools that are cyber safe. In line with this, the IT Department had identified the need for enhanced cybersecurity measures to protect the city's digital infrastructure. Arctic Wolf is a leading provider of cybersecurity services, offering comprehensive solutions to monitor, detect, and respond to cyber threats. The City has already contracted with Arctic Wolf to provide these services, and over the last year, they have proven themselves a valuable resource for detecting, mitigating, and addressing cybersecurity concerns.

Issue and Discussion: The City will procure the services of Arctic Wolf Solutions through Cadence Team, Inc., which holds a cooperative purchasing agreement with Ingram Micro Public Sector LLC under OMNIA Contract Number R220802. To reduce costs, we propose entering into a 3-year agreement with Arctic Wolf for a total cost of $113,538.00, payable in three annual installments. This agreement will provide the city with continuous monitoring, threat detection, incident response services, and cybersecurity consultation, ensuring the security of our digital assets, with significant cost savings compared to a 1-year agreement. Entering into a 3-year agreement with Arctic Wolf to provide managed detection and response presents cost savings and will ensure the security and integrity of the city's digital infrastructure.

The proposed agreement with Arctic Wolf is crucial for the following reasons:

- Enhanced Security: Arctic Wolf's services will continue to improve the IT Department’s ability to detect and respond to cyber threats, reducing the risk of data breaches and other cyber incidents.

- Enhanced operational efficiency: By leveraging Arctic Wolf's expertise, the IT staff can focus on other critical tasks while ensuring that the city's digital infrastructure remains secure with 24hr monitoring and incident response.
- Compliance: The agreement will help the city comply with various cybersecurity regulations and standards, ensuring that our systems are secure and up to date.

Financial Implications: The total cost of the 3-year agreement with Arctic Wolf is $113,538.00, billable in three annual installments.

- Year 1 - $36,915.00
- Year 2 - $37,837.00
- Year 3 - $38,786.00

By agreeing to a 3-year service term the City can expect to save around $11,000 versus a yearly service term. No additional budget appropriations are required at this time, as the annual cost of the contract is already included in the operating budget.

This investment is necessary to ensure the security and integrity of the city's digital infrastructure and supplement the IT staff’s ability to detect and respond to cyber threats.

Environmental Considerations: This action is not a project requiring review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) (organizational or administrative activities that will not result in direct or indirect physical changes in the environment).

Policy Implications: This action is consistent with Strategic Priority Efficient Government, Action Item 2.8, Evaluate appropriate systems and tools for processes and communications that are cyber safe.

Remittance Address:
4010 Foothills Blvd, Ste 103 PMB205
Roseville, CA 95747

cadence.TEAM

Phone: 844.934.8326
Fax: 844.923.5878
www.cadence.team

Company:	City of South Lake Tahoe	Date:	7/29/2025	Expiration:	8/28/2025
Attn:	Gabriel Raab	Shipping Method:	ELECTRONIC	Sales Rep:	Jeremy_Caudill
Project:	Arctic Wolf 1yr Quote	Est. Delivery:	TBD	Direct:	916.710.8264
Contract #:	OMNIA Contract R220802	Terms:	NET30	Email:	jeremy@cadence.team

Part Number	Description	Qty.	List Price	Unit Price	Extended	Tx	Disc %
2025 Renewal							
ArcticWolf - Q-297167-1	Arctic Wolf	1	$38,000.00	$38,000.00	$38,000.00	N	0%
Estimated 2026 Renewal 8% uplift							
ArcticWolf - Q-297167-1	Arctic Wolf	1	$41,000.00				
Estimated 2027 Renewal 8% uplift							
ArcticWolf - Q-297167-1	Arctic Wolf	1	$45,000.00				

Sub Total:	$0.00
Non Taxable:	$38,000.00
Tax:	$0.00
Credit:	$0.00
Freight:	$0.00
Total:	$38,000.00
Tax Rate:	7.750%

Terms and Conditions

Warranty:	NA
Maintenance:	NA
Terms:	No Returns
Equipment:	All orders invoice upon receipt of purchase order

Customer Signature authorizes Cadence Team to process the order in place of a purchase order. Prices are subject to change after the expiration date of the quote.

Customer Signature: _____

Print: _____

Title: _____

Date: _____

Remittance Address:
4010 Foothills Blvd, Ste 103 PMB205
Roseville, CA 95747

cadence.TEAM

Phone: 844.934.8326
Fax: 844.923.5878
www.cadence.team

Company:	City of South Lake Tahoe	Date:	7/29/2025	Expiration:	8/28/2025
Attn:	Gabriel Raab	Shipping Method:	ELECTRONIC	Sales Rep:	Jeremy_Caudill
Project:	Arctic Wolf 3yr Quote	Est. Delivery:	TBD	Direct:	916.710.8264
Contract #:	OMNIA Contract R220802	Terms:	NET30	Email:	jeremy@cadence.team

Part Number	Description	Qty.	List Price	Unit Price	Extended	Tx	Disc %
1st Arctic Wolf							
ArcticWolf - Q-297167-1	Arctic Wolf	1	$36,915.00	$36,915.00	$36,915.00	N	0%
2nd Year Pmt							
ArcticWolf - Q-297167-1	Arctic Wolf	1	$37,837.00	$37,837.00	$37,837.00	N	0%
3rd Year Pmt							
ArcticWolf - Q-297167-1	Arctic Wolf	1	$38,786.00	$38,786.00	$38,786.00	N	0%

Sub Total:	$0.00
Non Taxable:	$113,538.00
Tax:	$0.00
Credit:	$0.00
Freight:	$0.00
Total:	$113,538.00
Tax Rate:	7.750%

Terms and Conditions

Warranty:	NA
Maintenance:	NA
Terms:	No Returns
Equipment:	All orders invoice upon receipt of purchase order

Customer Signature authorizes Cadence Team to process the order in place of a purchase order. Prices are subject to change after the expiration date of the quote.

Customer Signature: _____

Print: _____

Title: _____

Date: _____

City of South Lake Tahoe

Purchase Order No.
13192

Vendor: CADENCE TEAM INC
4010 FOOTHILLS BLVD #103, PMB 205

Deliver To: INFORMATION TECHNOLOGY DIVISION
Sebastian Knapp 530-542-6067
1700 D ST FL 2
SOUTH LAKE TAHOE, CA 96150-6227

PR No R14341 **Status** PO **Requested By:** Gabriel Raab **Date Required:** **Date Issued:** 08/04/25
Vendor Primary Phone: **Vendor Fax:** **Terms:** FOB

#	Description	Account Number:	Quantity	Unit Price	Tax/Other	Extended Amt
		****** AS OF 4/01/2021 ******* OUR SALES TAX RATE IS 8.75% TO EXPEDITE PAYMENT BE SURE TO INCLUDE CORRECT TAX ON INVOICE **********				
0001	Arctic Wolf Year 1	10001840-42020 (100%)	1.00	$36,915.00	0.00	$36,915.00
0002	Arctic Wolf Year 2	10001840-42020 (100%)	1.00	$37,837.00	0.00	$37,837.00
0003	Arctic Wolf Year 3	10001840-42020 (100%)	1.00	$38,786.00	0.00	$38,786.00

****
** CONFIRMING ORDER **
****
** DO NOT DUPLICATE **
****

PO TOTAL: **$113,538.00**

Approved By:

Olga Tikhomirova

City of South Lake Tahoe
Standard Terms and Conditions of Purchase

1. **Contract:** Unless a separate written agreement covering this purchase has been signed by both parties, this purchase order constitutes the City of South Lake Tahoe's offer to seller and it shall become a binding contract upon the Terms and Conditions set forth herein upon acceptance of seller either by acknowledgement or commencement of performance. Any terms and conditions (including price and delivery dates) proposed by the seller which are inconsistent with or in addition to these terms and conditions shall be void and of no effect unless and to the extent expressly accepted by the City of South Lake Tahoe in writing.

2. **Invoices:** Submit fully itemized invoice to the address indicated on the purchase order. Invoices may also be submitted as a PDF attachment to: **invoice@cityofslt.us.** Submit a SEPARATE invoice for each order or shipment. Mark each invoice and all shipping documents with the purchase order number. Using an incorrect PO number or no number will slow payment of the invoice.

3. **Sales Tax:** Purchase orders reflect a sales tax of **8.75%**; vendors who sell taxable goods in the City of South Lake Tahoe or who deliver taxable goods into the City via their own vehicles are required to collect this tax. **Out-of-state vendors** are not required to collect sales tax as the City is authorized to pay use tax directly to the Calif. State Board of Equalization (SRXKH 29-609144).

4. **Delivery:** Deliver all items to the "Deliver To:" address on the purchase order. Attach an itemized delivery ticket, bearing the purchase order number, to the shipment to insure timely payment. **Report** delays in shipment immediately to the purchaser. Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, and it will be the seller's responsibility to pick up rejected goods and materials, make the necessary corrections and redeliver acceptable goods and materials. **Note:** most City facilities do not have a loading dock and delivery via a lift gate truck may be necessary.

5. **Shipping Charges:** Unless otherwise agreed to, all shipments must be **F.O.B. destination**. Delivery costs not set forth in this purchase order will not be paid.

6. **Payment:** The time for payment of invoices, less any discounts offered, shall run only from the date that correct invoices are received by the purchaser.

7. **Warranty:** Seller warrants that all articles will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed design furnished by purchaser, seller assumes design responsibility and warrants the articles to be free from design defect and suitable for the purpose intended by the purchaser. Seller's warranties, together with its service guarantees, shall run to purchaser and its users of the articles and shall not be deemed to be exclusive. Purchaser's inspection, approval, acceptance, use of or payment for all or any part of the articles shall in no way affect its warranty rights whether or not a breach of warranty has become or should have become evident at the time.

8. **Liability:** If an article sold or delivered to purchaser is protected by a patent or copyright, seller agrees to indemnify and save harmless the purchaser from and against any and all suits, claims, judgments, and costs instituted or recovered against it on account of the use or sale of such articles by the purchaser in violation of rights under such patent or copyright.

9. **Cancellations:** The purchaser shall have the right to terminate this contract at any given time upon giving ten days written notice to the seller. Purchaser reserves the right to cancel any order where goods or services are not received within ninety days of the purchase order date, unless a longer of shorter delivery period is specified in the "Date Required" section of the Purchase Order.

10. **Default:** In case of a default of the seller, the purchaser may procure the articles or services from another source and charge the seller as liquidated damages any excess cost or damages occasioned thereby.

11. **Insurance:** When applicable, seller must provide satisfactory proof of general liability, automotive liability and workers' compensation insurance coverage as prescribed in "Terms and Conditions Form2 – Insurance Requirements". Applicability of insurance requirements is the sole determination of the City Attorney.

12. **Indemnity:** Seller agrees to indemnify, defend and hold harmless the City of South Lake Tahoe, its officers, agents and employees, from and against any and all claims, demands, actions, damages, or judgments, included associated costs of investigation and defense arising in any manner from seller's negligence, recklessness, or willful misconduct in the performance of this purchase order.

13. **Licensing Requirements:** Seller warrants that it has complied with any and all state and local licensing requirements and agrees to obtain a City of South Lake Tahoe Business License if seller's company is located in or provides services in the City.

Arctic Wolf Solutions Agreement – Frequently Asked Questions

Thank you for reviewing the Arctic Wolf Solutions Agreement. We appreciate your interest in becoming a customer of Arctic Wolf. We hope the below information will help you better understand how Arctic Wolf's security solutions (the "Solution" or "Solutions") contracting model works.

Please note that this information is not considered part of the contract at any time. This is provided for information purposes only.

Who is Arctic Wolf?

- Arctic Wolf is a cybersecurity company that provides security operations Solutions, including managed detection and response, managed risk, and managed security awareness to mitigate our customers' exposure to cyber threats.
- We offer standard, highly configurable, Solutions to our customers which allows us to leverage the power of scale across our customer base to deliver cost effective and operationally efficient Solutions.
- Arctic Wolf's customers may subscribe to and license for the purchased Subscription Term the right to receive and use, in whole or in part, the various Solutions offered by Arctic Wolf. All customers subscribing to a particular Solution are on the same release using the same operational infrastructure and the same security and support operations for such Solution.

Who is the Authorized Partner?

Arctic Wolf leverages its channel partner relationships (its "Authorized Partners") to resell our Solutions to our customers. The Authorized Partner may be selected by you or introduced to you by Arctic Wolf.

The Authorized Partners act as the financial arm in our transactions with you. You contract directly with the Authorized Partner related to purchase and payment of your subscription to our Solutions. The Authorized Partners are not involved in the delivery of our Solutions and, therefore, are not contemplated in the obligations and liabilities within the Solutions Agreement related to the delivery of our Solutions to you. You and the Authorized Partner will have separate contractual terms in place to address the financial aspects of the subscription transaction.

What data do you provide to Arctic Wolf?

Arctic Wolf monitors systems telemetry data received from our customers via the sensors, scanners and agents our customers install within their environment. The systems telemetry data allows us to identify potential security threats that may impact your environment. Systems telemetry data may include names, email addresses, phone numbers, usernames, passwords IP Address, geolocation data, deviceID, and other system log metadata. Arctic Wolf should not receive other more sensitive information, including the content of your business files, your customer's business information, social security numbers, financial information, etc. We trust that our customers have appropriate system and operational controls in place to prevent disclosure of such information to us.

Why does Arctic Wolf reserve the right to change certain terms within the Solutions Agreement?

Like other subscription-based solutions providers, customer-generic terms that apply across our customer base are set forth as url links within the overarching Solutions Agreement. This allows Arctic Wolf to maintain consistency in the Solutions across its customers. To address any customer concerns related to this model, Arctic Wolf: (i) provides that the url terms are last in line from an order of precedence; (ii) agrees that we will not materially decrease the features and functionalities during any customer then-current Subscription Term; (iii) provides notice of the change; and (iv) allows customers to object to any specific modification for the remaining period of their then-current Subscription Term.

Does Arctic Wolf offer service levels?

Arctic Wolf provides for response time service levels. These service levels can be found in the Managed Detection and Response Solutions Terms located at https://arcticwolf.com/terms/. These terms are password protected. Please contact your sales representative for the password.

Does Arctic Wolf offer termination for convenience?

As a subscription Solution, Arctic Wolf does not allow for termination for convenience. Arctic Wolf relies on committed subscription terms, in part, to manage our dedicated CST resource model.

We have special data security requirements. Can we include our security and privacy requirements in the Solutions Agreement?

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We are unable to include customer specific data security requirements in our Solutions Agreement. We offer a consistent Solution across our customer base. Arctic Wolf maintains the same IT security controls and processes for all customers. These controls and processes are reflected in our SOC2 Type II Report and its ISO 27001 certification.

Where is the Statement of Work for the services described in the Solutions Agreement?

Arctic Wolf's provides a subscription Solution that, depending on the Solution, is comprised of hardware, software and services. All designated components of the Solution are required to use and receive the Solutions. While services are an important part of the Solution, we do not define the services component of the Solutions as separate "professional services". Unlike a traditional professional service offering, the services do not include deliverables and are not subject to acceptance.

Can we make changes to the Beta Terms?

Because participation in the beta programs is completely voluntary and there is no cost for participation, we do not agree to modifications to the beta terms.

We are a Covered Entity under HIPAA. Can we use our Business Associate Agreement?

Arctic Wolf should not receive PHI during the delivery of the Solutions to you, nor does Arctic Wolf process PHI on your behalf. Accordingly, Arctic Wolf is not a business associate under HIPAA. Arctic Wolf appreciates that certain customers may take a conservative approach and require a business associate agreement (BAA) to cover the exchange of any inadvertently disclosed PHI provided during our relationship. Given this, Arctic Wolf is amenable to execution of its template BAA in which each party's liabilities and requirements are strictly construed to HIPAA requirements and incorporates such terms by url reference in the Solutions Agreement.

(For information purposes only, this FAQ does not form part of any contract)

SOLUTIONS AGREEMENT
(via Authorized Partner)

This Solutions Agreement (the "***Agreement***") is a legal agreement entered into by and between the Customer identified in the signature block below ("***Customer***") and Arctic Wolf Networks, Inc. ("***Arctic Wolf***") and governs any order forms, quotes, or other similarly intended ordering document (however named) executed or accepted by Customer ("***Order Form***") that reference this Agreement or pertains to purchases of an Arctic Wolf subscription. The Order Form will be issued to Customer by an Arctic Wolf authorized partner ("***Authorized Partner***"). This Agreement is effective on the date last executed in the signature block below (the "***Effective Date***"). This Agreement permits Customer to purchase subscriptions to the Solutions, as defined below, identified in the Order Form from its Authorized Partner, and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below, the Order Form, or the terms set forth in an URL referenced herein pertaining to the Privacy Notice, Solutions Terms, and Acceptable Use Policy (such URL terms, the "***URL Terms***"), the documents will control in the following order: this Agreement, the Order Form, and the URL Terms. For the avoidance of doubt, any other terms referenced by URL herein (but excluding the URL Terms) shall solely govern the products and services described therein.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope.

1.1 Solutions. Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific products and services either separately or as part of a Security Operations Bundle as described at https://arcticwolf.com/terms/bundles-tiers/ (each a "***Solution***" or collectively, "***Solutions***") as specified in the applicable Order Form. For purposes of this Agreement, ***"Affiliate"*** means any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with a party. A Solution will be comprised of the components ("***Components***") more fully-described within the Solutions Terms located at https://arcticwolf.com/terms/ ("***Solutions Terms***") as may be updated from time-to-time by Arctic Wolf in its sole discretion as needed to accommodate development, implementation, and deployment of new features and functionality and Customer's use and licensing thereof. Notice of any changes will be provided in accordance with Section 13 herein. In no event will any changes materially decrease the Solution features and functionalities that Customer has purchased or subscribed to during the then-current Term.

1.2 License Grant. The Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a "***Subscription Term***") for the one-time costs and subscription fees set forth therein (the "***Fees***"). Provided Customer is compliant with the terms of this Agreement, including payment of Fees, Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term to install, use, and access the Solutions and the applicable Components thereof and any Documentation associated therewith, in accordance with the Solutions Terms. Customer's license and rights to install, access, and use the Solutions and any Documentation associated therewith, is solely for Customer's and its Affiliates' internal business purposes and subject to the additional use restrictions set forth herein and the maximum license numbers, including by server, user, or such other licensing metric designated in the applicable Order Form. "***Documentation***" means user manuals, training materials, product descriptions and specifications, and other printed information relating to the applicable Solution, as in effect and made generally available from Arctic Wolf, but expressly excluding marketing and sales collateral and materials, and proposals in whatever form.

1.3 Future Functionality. Subject to the warranties set forth in Section 10, Customer agrees that it has not relied on the promise of availability of any future functionality of the Solutions or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Solutions, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

1.4 Except as otherwise provided herein, Customer understands and agrees that the Authorized Partner may not modify this Agreement, except in the event specifically and expressly stated within this Agreement related to pricing, payment, or such other similar financial terms, or make any commitments related to the delivery or performance of the Solutions on Arctic Wolf's behalf and any proposals, marketing collateral, or other similar Solution descriptions shall not apply.

1.5 Beta Solutions.

1.5.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf's customers ("Beta Solutions"). Customer may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.5.2 Restrictions and Disclaimers. Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. To the full extent permitted by applicable laws, including any foreign consumer protection laws, Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty or terms and conditions, of any kind. TO THE FULL EXTENT PERMITTED BY APPLICABLE U.S. AND FOREIGN CONSUMER PROTECTION LAWS, (THE "CONSUMER PROTECTION LAWS"), CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available.

1.5.3 NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALLY AVAILABLE VERSION OF THE BETA SOLUTIONS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.

1.5.4 LIMITED LIABILITY. TO THE FULL EXTENT PERMITTED BY LAW, INCLUDING THE CONSUMER PROTECTION LAWS, ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA SOLUTIONS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED $50 USD. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.

1.5.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Solutions may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Solutions may not be available or reliable, and (c) Beta Solutions may not be subject to the same security or audits as the Solutions.

1.6 IR JumpStart Retainer. In the event Customer's Order Form includes the license of IR JumpStart Retainer, Customer agrees that the IR JumpStart Retainer Agreement located at https://arcticwolf.com/terms/ shall apply. If Customer is a managed service provider plus Authorized Partner ("MSPP"), MSPP, as Customer, understands that the IR JumpStart Retainer Agreement is an agreement between Arctic Wolf and MSPP's end user and MSPP is reselling IR JumpStart Retainer to its end user. If Customer is a managed service provider ("***MSP***") Authorized Partner and has licensed IR Jumpstart Retainer for use with an end user, MSP is Arctic Wolf's Customer in accordance with the terms of the IR JumpStart Retainer Agreement for Managed Service Providers located at https://arcticwolf.com/terms/.

1.7 Security Operations Warranty. If Customer's Order Form includes the Arctic Wolf Security Warranty (the "***Service Warranty***"), upon finalization of the Order Form and for initial enrollment in the Service Warranty, Customer will receive a link with an embedded token from Arctic Wolf's third-party warranty provider. CUSTOMER MUST ENROLL IN THE SERVICE WARRANTY, RECEIVE AN ENROLLMENT CONFIRMATION EMAIL, AND AGREE TO THE SUBSCRIBER TERMS LOCATED AT https://arcticwolf.com/terms/subscriber-terms/ (the "***Subscriber Terms***") TO RECEIVE THE SERVICE WARRANTY BENEFIT. Execution or acceptance of the Order Form or this Agreement DOES NOT constitute enrollment in the Service Warranty. Indemnification amounts will be included on the enrollment and are subject to change in accordance with the Subscriber Terms in the event of any change in product subscriptions during the Subscription Term (or any Committed Term, as defined on the Order Form) and re-enrollment in the Service Warranty following the change may be required as more fully set forth in the Subscriber Terms. If the qualifying Order Form is renewed, Customer's initial enrollment in the Service Warranty will continue provided the qualifying indemnification level remains the same.

1.8 Cyber Resilience Assessment ("*CRA*"). Customer's use and license of CRA are governed by the terms set forth in the Cyber JumpStart Subscription Agreement located at https://arcticwolf.com/terms/cyber-jumpstart-portal-subscription-agreement/.

2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) identified by the parties and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. The Equipment may be included as part of the Solutions and included with the subscription to the Solutions for use by Customer during the Subscription Term. If Customer attempts to install or use the Equipment at a location other than the locations determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Solutions may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer understands it must promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal wear and tear, Customer is directly responsible for the replacement cost of the Equipment associated with any loss, repair, or replacement, including any other ancillary costs, damages, fees, and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and, unless otherwise agreed, for the return of the Equipment to Arctic Wolf. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Arctic Wolf or the Authorized Partner. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. Professional Services. In the event Arctic Wolf and Customer agree on the delivery of Professional Services, any such Professional Services shall be specified on an Order Form and described in a statement of work which shall reference this Agreement.

4. Reservation of Rights and Ownership. Arctic Wolf owns or has the right to license the Solutions and any associated Documentation ("***Arctic Wolf Technology***"). Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 10.4 below) which shall be retained by its third party licensor(s), Threat Intelligence Data (as defined in Section 7.3), and any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights related to the foregoing; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Solutions, excluding any Professional Services, are licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein); and (e) Customer has no right to obtain source code related to Software included in any Solutions offered as an on-line, hosted solution.

5. Restrictions, Responsibilities, and Prohibited Use.

5.1 Restrictions. Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Arctic Wolf Technology except as otherwise expressly permitted under applicable U.S. and international copyright laws ("Copyright Laws") which may not be excluded by agreement between the parties (to the extent that such actions cannot be prohibited because they are necessary to decompile the Solutions to obtain the information necessary to create an independent program that can be operated with the Solutions or with another program ("***Permitted Objective***"), they are only permitted provided that the information obtained by Customer during such activities: is not disclosed or communicated without Arctic Wolf's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; is not used to create any software that is substantially similar in its expression to the Solutions; is kept secure; and is used only for the Permitted Objective); (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within Solutions, except as otherwise expressly permitted under the Copyright Laws which may not be excluded by agreement between

the parties; (iii) interfere with or disrupt the integrity or performance of the Solutions or the data and information contained therein or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) use the Solutions in connection with a service bureau offering or as a service provider whereby Customer operates or uses the Solutions deployed within its environments for the benefit of any unrelated third party (excluding use with Customer's Affiliates, but including any end user or customer of Customer or Customer Affiliates); (vii) use the Solutions to monitor or scan any environments for which Customer has not received consent; or (viii) include material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person. Customer agrees to abide by the terms of the Acceptable Use Policy at https://arcticwolf.com/terms/acceptable-user-policy, as may be updated from time-to-time in accordance with Section 13 below. If Arctic Wolf, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of Arctic Wolf's infrastructure or that Customer is abusing its use of the Solutions in contravention of the terms of this Agreement, Arctic Wolf may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions, without liability except as otherwise provided by applicable laws including Consumer Protection Laws, until such activity is rectified. If commercially practicable, Arctic Wolf shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

5.2 Arctic Wolf Responsibilities. Arctic Wolf shall provide the Solutions Customer subscribes to as identified on an Order Form in accordance with the terms of this Agreement and as further described in the Solutions Terms. Any Software included within the Solutions shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during the Subscription Term.

5.3. Customer Responsibilities. Customer is responsible for identifying the administrative users for its account which may include Customer's and its Affiliates' authorized (email authorization sufficient) third party service providers and agents ("***Administrators***"). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for registering and updating its Administrators, or notifying Arctic Wolf, as applicable, about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that (i) Administrators will be able to view all Solutions Data (as defined in Section 7.2) and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts, and (ii) Administrators may communicate with Arctic Wolf using chat features within the Solution dashboards and such communications may be monitored and recorded by Arctic Wolf and the third party tool provider for purposes of customer service, quality assurance, and other business purposes set forth in the Privacy Notice located at https://arcticwolf.com/terms/privacy-notice-for-customers/ as may be updated from time to time by Arctic Wolf in accordance with Section 13 ("***Privacy Notice***") and Customer consents to such activity. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators. Notwithstanding anything contrary herein, Customer understands and agrees that transmission of Solutions Data to Arctic Wolf may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if the Solutions Data cannot be transmitted outside of such country. Customer is responsible for implementing appropriate internal procedures and oversight to the extent it utilizes the configuration of workflows and processes, including but not limited to containment actions, and similar functionalities in conjunction with the Services. Arctic Wolf may recommend Customer, depending on the scope of the deployment, implement software and services to enable features of the Solutions or to permit increased visibility into Customer's environment. Customer is responsible for making such determinations in its discretion and Arctic Wolf has no liability for Customer's decisions related thereto. Customer acknowledges that any changes Customer makes to its code, infrastructure, or configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly or could prevent Arctic Wolf from delivering the Solutions and Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Solution deployed, a Solution may consume additional CPU and memory in Customer's environment while running in production.

5.4 Anti-corruption. In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or international laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the *"**FCPA**"*) or UK Bribery Act 2010. Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any part of such money or thing of value will be offered, given, or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and each party agrees to immediately notify the other party should the foregoing change during the term of this Agreement. Each party represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence).

5.5 Trade Controls. Customer understands that the Solutions may be subject to the export control, economic sanctions, customs, import, and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, the United Kingdom, Customer's

jurisdictions of incorporation and operations, and any other country or governmental body having jurisdiction over the parties to this Agreement ("Trade Controls"). Customer shall ensure that the Solutions are not re-exported, provided or transferred to any person or entity listed on any restricted or prohibited persons list issued by Canada, the United States, the United Kingdom, Germany, or any governmental authority of any applicable jurisdiction, including but not limited to the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List, or the UK Consolidated List of Financial Sanctions Targets (collectively, the "***Restricted Persons Lists***"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Customer shall not use the Solutions (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Solutions will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Solutions, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls; or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Solutions are resold or transferred in violation of any Trade Controls or the provision of this Agreement, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such Items.

5.6 Public Entity Customers. If Customer is a public entity, Customer acknowledges and agrees this Agreement is the sole set of terms governing the delivery of the Solutions to Customer and for the avoidance of doubt, any terms related to the acceptance of any services or work product shall not apply. The terms of any request for proposal(s), request for information, invitation to qualify, purchasing agreement or cooperative contract, or any other similar agreement Customer is using to purchase the Solutions (as defined above) from an Authorized Partner do not apply to Arctic Wolf. Further, Customer understands, and hereby consents, that Solutions Data may be accessed and processed by Arctic Wolf and its non-US Affiliates and their non-US citizen employees and resources and Arctic Wolf's authorized third-party service providers in the United States, Europe, Canada, Australia, or other locations around the world. Notwithstanding anything contrary in any other agreement or purchasing contract, Customer understands and agrees that during the Subscription Term, Arctic Wolf will maintain security controls and processes no less restrictive than those set forth in its SOC 2 Type II report and ISO 27001 certification. Customer is responsible for determining if Arctic Wolf's controls and processes comply with Customer's data handling and security policies.

Customer represents that in purchasing the Solutions, (i) Customer is not relying on Arctic Wolf for performance of a federal prime contract or subcontract and (ii) Customer is not receiving federal funds to purchase the Solutions. If Customer does intend to rely on Arctic Wolf Solutions to fulfill its obligations under a federal prime contract or subcontract or utilize federal funds to purchase the Solutions, Customer agrees to provide Arctic Wolf advance written notice of that intention, and Arctic Wolf shall have the option to terminate this Agreement.

Arctic Wolf Technology is a "commercial item", "commercial computer software" and "commercial computer software documentation," pursuant to DFARS Section 227.7202 and FAR Sections 12.211-12.212, as applicable. All Arctic Wolf Technology is and was developed solely at private expense and the use of Arctic Wolf Technology by the United States Government are governed solely by this Agreement and are prohibited except to the extent expressly permitted by this Agreement.

Customer represents it has the requisite authority to enter into and perform its obligations under this Agreement.

6. Fees, Payment, Taxes, and Audit. Pricing for the Solutions will be specified on an Order Form.

6.1 Fees, Payment, & Taxes. Customer will purchase the Solutions through the Authorized Partner. The Order Form and/or invoice containing terms related to fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and Authorized Partner. Customer agrees that Arctic Wolf may suspend or terminate Customer's use of the Solutions upon ten (10) days' written notice to Customer if Arctic Wolf does not receive payment of Fees from the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer's use of the Solutions under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf's liability under Section 11. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to the renewal Subscription Term. If, in limited circumstances, Arctic Wolf invoices Customer directly for any fees, including but not limited to renewal subscription fees, incidental charges, such as international shipping costs, the following terms will apply:

All fees are payable in the currency set forth in the Order Form (or applicable invoice) and are non-cancelable and non-refundable EXCEPT AS REQUIRED BY CONSUMER PROTECTION LAWS, ARCTIC WOLF IS NOT OBLIGATED TO REFUND ANY FEES OR OTHER PAYMENTS ALREADY PAID, AND ANY CANCELLATION BY CUSTOMER WILL TAKE PLACE AT THE END OF THE APPLICABLE SUBSCRIPTION TERM, UNLESS ARCTIC WOLF OTHERWISE AGREES IN WRITING. Late payments shall bear interest at a rate equal to the maximum rate permitted by law. If Customer fails to make any payments due under this Agreement or an applicable Order Form, Arctic Wolf shall notify Customer of such nonpayment. If a payment that is due remains unpaid for ten (10) days after Arctic Wolf provides Customer with notice of such nonpayment, Arctic Wolf may cease providing the Solutions without any liability to Arctic Wolf. The amounts payable to Arctic Wolf are exclusive of any sales tax, use tax, excise tax, VAT, GST, HST, or similar taxes ("***Indirect Taxes***"). Customer is solely responsible for payment of all Indirect Taxes. If Customer is required to pay any Indirect Taxes, Customer shall pay such Indirect Taxes with no reduction or offset in the amounts payable to Arctic Wolf hereunder and Customer will pay and bear such additional amount as shall be necessary such that Arctic Wolf receives the full amount of the payment required as if no such reduction or offset were required. If Arctic Wolf has the legal obligation to pay or collect Indirect Taxes for which Customer is responsible, Customer authorizes Arctic Wolf to charge Customer for such amount. If Customer believes that Arctic Wolf has billed Customer incorrectly, Customer must contact Arctic Wolf no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared to receive an adjustment or credit. Inquiries should be directed to Arctic Wolf's customer support department.

6.2 Audit. During the term of this Agreement and for one year thereafter, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer's compliance with the Agreement,

including specifically its license numbers as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer certify in writing to Customer's compliance with this Agreement and disclose the scope of use of the Solutions by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Subscription Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Subscription Fees in accordance with this Section 6.

7. Confidentiality; **Data.**

7.1 Confidentiality. Either party (as a "***Discloser***") may disclose confidential and proprietary information, orally or in writing ("***Confidential Information***") to the other party (as a "***Recipient***"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp, or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. This Section 7 will supersede any non-disclosure agreement by and between the parties (whether entered before, on, or after the Effective Date) and such agreement will have no further force or effect with respect to Confidential Information defined herein. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology, and Threat Intelligence Data. Confidential Information of Customer may include the following:

(i) If the MA or MA+ Solution is deployed: First name, last name, corporate email address, phone number, job title, address, and organization hierarchy (collectively, "***Point of Contact information"***); User setup details (User email, work title, and name), Solution metrics related to such Users, including a Users' learning status, training scores, and Phishing results associated with such Users' use of the Solution (collectively "***Learner Data***"); if the Arctic Wolf Email Report Button is deployed by Customer, information pertaining to phishing email(s) self-reported by a User and includes or may include name of User, email address of User, json web token, full content of email, and version data (collectively, "***Phishtel Data***"); and Customer created and owned content, if any; and

(ii) If MDR and/or MR Solutions are deployed: Points of Contact Information (as defined in Section 7.1(i) above) and Solutions Data (as defined in Section 7.2 below).

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, third party service providers, and advisors with a clear and well-defined "need to know" purpose who are informed of and bound by confidentiality obligations no less restrictive than those set forth in this Section 7. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. For the avoidance of doubt, Arctic Wolf may share Customer's name with Customer's services providers to assist Customer in the resolution of technical issues pertaining to the Solutions. To the extent legally required, Arctic Wolf may report any violations of law pertaining to Customer's use of the Solutions. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 14 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Contract Account Information which may include Customer name, contact first name and last name, corporate email address, phone number, job title, address, and organization hierarchy following termination of this Agreement for its internal business purposes.

7.2 Solutions Data. "***Solutions Data***" means, depending on the Solution deployed, the operational system log data and any other information provided by Customer in furtherance of its use of the Solutions and which Customer may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data, but excluding Threat Intelligence Data (as defined below). As between the parties, Customer shall retain all right, title, and interest (including all intellectual property rights) in and to the Solutions Data (excluding any Arctic Wolf Technology used with the Solutions Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify, and create derivative works of the Solutions Data to provide the Solutions to Customer. The location of the storage of raw Solutions Data within Arctic Wolf's third-party service providers' data centers will be as set forth in the Solutions Terms.

7.3 Threat Intelligence Data. "***Threat Intelligence Data***" means any malware, spyware, virus, worm, trojan, or other potentially malicious or harmful code or files, URLs, DNS data, public IP addresses, network telemetry, commands, processes or techniques, tradecraft used by threat actors, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to Arctic Wolf in connection with this Agreement, or (ii) is collected or discovered during the course of Arctic Wolf providing Solutions, excluding any such information or data that identifies Customer or to the extent that it includes Personal Information (as defined below) of the data subjects of Customer (but including personal information of threat actors or as otherwise provided in the Privacy Notice).

8. Data Privacy.

8.1 Personal Information. Point of Contact Information, Solutions Data, Learner Data, and Phishtel Data (or any other Confidential Information provided by Customer) may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("***Personal Information***"). Customer is responsible for the lawfulness of any such Personal Information and Arctic Wolf's receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access any Personal Information, and (3) to the extent required by applicable law, has informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

8.2 European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to Arctic Wolf personal data (as that term is defined under the General Data Protection Regulation and its UK equivalent ("***GDPR***")) of individuals located in the European Economic Area or United Kingdom, the Arctic Wolf Data Processing Agreement available at https://arcticwolf.com/terms/dpa/, as may be updated by Arctic Wolf from time-to-time in accordance with its terms (the "***DPA***"), shall be executed by Customer and upon execution and return to Arctic Wolf in accordance with its terms will be incorporated into this Agreement. It is Customer's sole responsibility to notify Arctic Wolf of requests from data subjects related to the modification, deletion, restriction and/or objection to processing of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

8.3 California Consumer Privacy Act. The parties acknowledge and agree that Arctic Wolf is a service provider for the purposes of the California Consumer Privacy Act, as supplemented by the California Privacy Rights Act (collectively, the "***CCPA***") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for the provision of certain purchased or licensed cybersecurity operations solutions and/or services as chosen by Customer and reflected on an Order Form (the "***Business Purpose***"). The parties agree to always comply with the applicable provisions of the CCPA in respect to the collection, transmission, and processing of all personal information (as defined by the CCPA) exchanged or shared pursuant to the Agreement. Arctic Wolf shall not (i) sell any such personal information; (ii) retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing and/or delivering the Business Purpose to Customer pursuant to this Agreement or as permitted by the CCPA, as well as any support and other ancillary services (including, without limitation, services to prevent or address service or technical problems) related to the Solutions; (iii) retain, use, or disclose such personal information for a commercial purpose other than performing the Business Purpose unless otherwise explicitly permitted under the Agreement; (iv) retain, use, or disclose such personal information outside of the direct business relationship between Customer and Arctic Wolf for the Business Purpose unless otherwise permitted under the Agreement; or (v) combine any such personal information with personal information that it receives from or on behalf of any other person(s) or collects from its own interaction with the consumer, provided that Arctic Wolf may combine personal information to perform any purpose as defined in and as permitted under the CCPA. Arctic Wolf further agrees that it will: (i) comply with all applicable obligations under the CCPA and Arctic Wolf will provide the same level of privacy protection as is required by the CCPA; (ii) allow Customer to take reasonable and appropriate steps to help to ensure that Arctic Wolf uses personal information in a manner consistent with Customer's obligations under the CCPA; and (iii) allow Customer, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of personal information. The terms "personal information," "consumer", "service provider," "sale," "share," and "sell" are as defined in Section 1798.140 of the CCPA. Arctic Wolf certifies that it understands the restrictions of this Section 8.3 and will comply with them and will notify Customer if Arctic Wolf decides that it can no longer meet its obligations under the CCPA. It is Customer's sole responsibility to notify Arctic Wolf of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA regarding personal information received or processed in connection with the Solutions. Arctic Wolf agrees to provide reasonable cooperation to Customer in connection with such requests.

8.4 Canadian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined under applicable Canadian privacy laws, being all applicable federal, and provincial laws and regulations relating to the processing, protection or privacy of personal information ("**Privacy Laws**"), of individuals located in Canada, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada), and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers.

Customer retains control of the personal information and remains solely responsible for its compliance with Privacy Laws and for the processing instructions it gives to Arctic Wolf. The parties agree that this Agreement, together with Customer's use of the Solution in accordance with this Agreement, constitutes Customer's instructions to Arctic Wolf in relation to the processing of such personal information. Subject to Section 8.1 of this Agreement, Arctic Wolf will only process the personal information to the extent, and in such a manner, as is necessary for the performance of the Solutions. Arctic Wolf will reasonably assist Customer with meeting the Customer's compliance obligations under applicable Privacy Laws, considering the nature of Arctic Wolf's processing and the information available to Arctic Wolf.

Arctic Wolf shall:

- Comply with its obligations as a third-party service provider/mandatory under applicable Privacy Laws, including by implementing appropriate technical, physical and organizational measures to safeguard the personal information;
- Periodically conduct audits of its information security controls for facilities and systems used to deliver the Solutions and make relevant audit reports available to Customer for review. The Customer will treat such audit reports as Arctic Wolf's Confidential Information;
- Within seventy-two (72) hours of discovery notify Customer of any unauthorized or unlawful access to or processing of the personal information;
- Limit access to those employees who require the personal information access to meet Arctic Wolf's obligations under this Agreement and ensure that all employees are informed of the personal information's confidential nature;

- Notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the personal information processing or to either party's compliance with Privacy Laws, and provide its full co-operation and assistance in responding to such complaint, notice or communication; and
- Upon Customer's request, provide the Customer a copy of or access to all or part of the Customer's personal information in its possession or control in the format reasonably agreed to by the parties.

8.5 Australian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined in the Australian *Privacy Act 1988* (Cth)) on your behalf, as agent for you, Arctic Wolf will only handle your personal information for the purpose of performing the Solutions, in accordance with the Privacy Notice or as required by applicable law, and ensuring you have access to your Solutions Data in accordance with this Agreement. Customer will maintain effective control of how Solutions Data is handled by retaining the right to access, changing and retrieving Solutions Data, limiting others' use of Solutions Data and specifying security measures that are used in relation to Solutions Data as set forth in this Agreement, including the Privacy Notice.

8.6 South African Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined in the Protection of Personal Information Act, 4 of 2013) of individuals located in South Africa, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of South Africa, and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of South Africa). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers. Arctic Wolf will only handle personal information for the purpose of performing the Solutions and ensuring Customer has access to its Solutions Data in accordance with this Agreement. Customer will maintain effective control of how Solutions Data is handled by retaining the right to access, changing, and retrieving Solutions Data, limiting others' use of Solutions Data. Arctic Wolf shall take appropriate, reasonable technical and organizational security measures to prevent the loss of, damage to or unauthorized destruction of personal information, and the unlawful access to or processing of personal information.

9. Indemnity.

9.1 Arctic Wolf's Indemnity. Subject to Section 9.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third-party claim or action to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States, Canada, Australia, United Kingdom, Switzerland, South Africa, and the European Union. Arctic Wolf will pay any settlements that Arctic Wolf agrees to in writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third-party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Solutions, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 9.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

9.2 Customer Indemnity. Subject to Section 9.3, Customer agrees to defend and indemnify Arctic Wolf from any third-party claim or action brought against Arctic Wolf to the extent based on Customer's alleged breach of Sections 5 or 8. Customer agrees to pay any settlements that Customer agrees to in a writing signed by an authorized officer of Customer, or final judgments awarded to the third-party claimant by a court of competent jurisdiction.

9.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.

9.4 Options. If Customer's use of the Solutions has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing; (c) substitute an equivalent for the Solutions; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

10. Warranty and Warranty Disclaimer.

10.1 Solutions Warranty. ARCTIC WOLF WARRANTS THAT DURING THE SUBSCRIPTION TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT OR AS OTHERWISE PROHIBITED BY CONSUMER PROTECTION LAWS INCLUDING ANY CUSTOMER RIGHTS UNDER SUCH CONSUMER PROTECTION LAWS THAT: (I) THE SOLUTIONS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL INTERNATIONAL, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE PERFORMANCE OF THE SOLUTIONS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 10.1, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY (OTHER THAN ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS IN SECTION 9.1 ABOVE, OR OTHERWISE PROHIBITED BY

CONSUMER PROTECTION LAWS OR PROVIDED IN SECTION 10.3 OF THIS AGREEMENT), REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY, TERMS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT THAT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; OR (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTIONS.

10.2 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT ARCTIC WOLF DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, OR THAT ALL SUCH SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE CAN OR WILL BE CONTAINED OR UNCONTAINED IN THE DELIVERY OF THE SOLUTIONS**.** CUSTOMER ACKNOWLEDGES THAT CERTAIN FEATURES AND ACTIVITIES PERFORMED BY ARCTIC WOLF AND MORE FULLY DESCRIBED IN THE SOLUTIONS TERMS COULD POSSIBLY RESULT IN INTERRUPTIONS OR DEGRADATION TO CUSTOMER'S SYSTEMS AND ENVIRONMENT AND ACCEPTS THOSE RISKS AND CONSEQUENCES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH ANY THIRD-PARTY SYSTEMS (NOT INCLUDING THIRD PARTY PRODUCTS AS DEFINED IN SECTION 10.4 BELOW) OR SERVICES, INCLUDING ANY CLOUD IAAS AND SAAS SYSTEMS, TOOLS, AND/OR ENVIRONMENTS AND ANY DIAGNOSTIC TOOLS, API'S, AND OTHER SUCH INTEGRATIONS, THAT CUSTOMER USES OR DEPLOYS IN CONNECTION WITH THE DELIVERY OF THE SOLUTIONS.

10.3 Open Source Warranty. Customer acknowledges that certain components of the Solutions ("Open Source Components") may be covered by so-called "open source" software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative (or any substantially similar licenses). Arctic Wolf hereby represents and warrants that all Open Source Components in the Solutions will be provided to Customer by Arctic Wolf hereunder in a manner compliant with their applicable open source licenses. To the extent required by the licenses covering third party Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to third party Open Source Components prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply to such Open Source Component.

10.4 Third-Party Products. Third-Party Products (as defined in this Section 10.4) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third-Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third-Party Products as part of the Solutions (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third-Party Products. "Third-Party Products" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Components.

10.5 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (ii) use commercially reasonable endeavors to prevent unauthorized access to, or use of, the Solutions; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iv) not violate any international, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the FCPA and UK Bribery Act 2010; (v) not use the Solutions or transfer any Solutions Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions. Customer authorizes Arctic Wolf to perform Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Services) on network resources with the internet protocol addresses or other designated identifiers identified by Customer. Customer represents that, if Customer does not own such network resources, it will have obtained consent and authorization from the applicable third party to permit Arctic Wolf to provide the Services on such third party's network resources.

11. Limitation of Liability.

11.1 TO THE FULL EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 11.2 BELOW, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SOLUTIONS, LOST REVENUES OR PROFITS, LOSS OF SOLUTIONS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM PERTAINING TO THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS. THE FOREGOING LIMITATIONS OF LIABILITY IN THIS

SECTION 11, WITH RESPECT TO ARCTIC WOLF AUSTRALIAN CUSTOMERS, ARE SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2* AND SECTION 11.2 OF THIS AGREEMENT.

11.2 FOR CUSTOMERS DEEMED "CONSUMERS" AS DEFINED BY THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2,* SECTION 11.1 IS REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ARCTIC WOLF SHALL NOT BE LIABLE TO CUSTOMER (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR: (A) ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THESE TERMS. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 11.2. THIS SECTION 11.2 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF ARCTIC WOLF OR ITS AFFILIATES IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE. TO THE EXTENT APPLICABLE, THIS PROVISION MUST BE READ SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*.

12. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. Unless otherwise set forth on the Order Form, the Subscription Term for the Solutions, in its entirety, will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal of the Subscription of the Solutions or reduce Subscription scope, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

13. Updates. Arctic Wolf reserves the right to modify this Agreement, the URL Terms, and the Documentation in Arctic Wolf's sole discretion or as otherwise set forth in the respective URL Terms. Should Arctic Wolf make any modifications, Arctic Wolf will post the amended terms on the applicable URL links, update the ***"Last Updated Date"*** within such documents, and notify Customer via email or such other direct written communication method implemented by Arctic Wolf from time-to-time. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current Agreement, URL Terms, and/or Documentation for such applicable Solutions, unless otherwise agreed in writing by the parties.

14. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession upon the earlier of the following: (A) for MDR and MR Solutions, (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following expiration or termination, and (B) for the MA Solution, within one hundred twenty (120) days of expiration or termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Customer shall be liable for any breach of the Confidential Information and Arctic Wolf Technology contained within the unreturned Equipment. Should Customer elect to have the Confidential Information defined in Section 7.1(i) and (ii) above returned upon expiration, it is the Customer's responsibility to work with Arctic Wolf to ensure such information is returned prior to destruction. Sections 6 through 13, 14, and 15 will survive the non-renewal or termination of this Agreement.

15. Miscellaneous.

15.1 Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights.

15.2 Unless Customer directs otherwise by sending an email to Arctic Wolf at legal@arcticwolf.com, which direction may be given at any time, Customer agrees that Arctic Wolf may list Customer's company name and/or logo (in accordance with any trademark guidelines Customer may provide) as an Arctic Wolf customer within its customer lists and for use with Arctic Wolf's partners in a manner that does not suggest Customer's endorsement of any specific Arctic Wolf Solution.

15.3 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency,

partnership, or joint venture relationship between the parties. Each party shall be primarily liable for the obligations of its respective Affiliates, agents, and subcontractors.

15.4 This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment or other transfer in violation of the foregoing shall be null and void. No such assignment or other transfer shall relieve the assigning party of any of its obligations hereunder.

15.5 The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. The governing law and exclusive venue applicable to any lawsuit, settlement, or other dispute arising in connection with the Agreement will be determined by the location of Customer's principal place of business ("**Domicile**"), as follows:

Domicile	**Governing Law**	**Venue**
United States (including, D.C. and its inhabited territories)	Delaware	Kent County, Delaware
Canada	Ontario	Toronto
United Kingdom, Europe Union, Iceland, Switzerland, Norway, Africa, Australia, New Zealand	England & Wales	London

The parties hereby irrevocably consent to the personal jurisdiction and venue as shown above. Unless prohibited by governing law or venue, or otherwise inapplicable, each party irrevocably agrees to waive jury trial. In all cases, the application of law will be without regard to, or application of, conflict of law rules or principles. Any dispute, controversy, or claim (including non-contractual disputes, controversies, or claims) arising out of or relating to this Agreement, the breach thereof, or its subject matter or formation, shall be referred to and finally determined by arbitration within the venue in the table above in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

15.6 To the extent permitted by law, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

15.7 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

15.8 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained in Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

15.9 This Agreement (including the URL Terms, and Order Form, and any other exhibit attached hereto) constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter, whether oral or written, provided that to the extent Customer uses any Arctic Wolf products, services, features, and/or functionalities ("New Products") subject to terms not included in the Agreement, the relevant terms in effect at the time of first use at https://arcticwolf.com/terms/ shall be deemed to govern use of such New Products unless the parties agree otherwise in writing. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Except as otherwise provided herein, this Agreement may only be amended, modified, or supplemented only by an agreement in writing signed by each party.

15.10 In the event that Arctic Wolf receives personal healthcare information in the delivery of the Solutions, the parties agree to comply with the Business Associate Addendum (**"*BAA*"**) located at https://arcticwolf.com/terms/business-associate-addendum/ or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties have entered into a BAA or equivalent

agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

15.11 The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

15.12 The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only; l*es parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.*

15.13 Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.14 Subject to the rights of Authorized Partners as expressly set out in the terms of this Agreement, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date.

Arctic Wolf Networks, Inc.:	**Customer:**
Signed:	**Signed:**
Name: __**Andrew Hill**_____	**Name:** _____
Title: __**Chief Legal Officer & General Counsel**_____	**Title:** _____
Date: _____	**Date:** _____
Notice Address: PO Box 46390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com	**Notice Address:**

PARTICIPATING DEALER AGREEMENT

Ingram Micro Public Sector OMNIA Partners Contract

Agreement Number PDA: OMNIA - _____ Effective Date: 2024-Nov-20

This **Participating Dealer Agreement** (including all addenda attached hereto or executed in connection herewith, this "Agreement") is made and entered into as of the date indicated by and between Ingram Micro Public Sector LLC ("Ingram Micro Public Sector"), an Indiana limited liability company, located at 10900 Pump House Road, Suite B, Annapolis Junction, MD 20701 and Cadence team inc ("Participating Dealer"), a Cadence team inc corporation, located at 9100 seavey lane loomis ca 95650 (each a "Party" and collectively the "Parties").

Whereas, Participating Dealer is providing support and generating sales interest in various products and product enabling services (collectively the "Products") listed on Ingram Micro Public Sector's OMNIA Contract Number R220802 ("Ingram Micro Public Sector Contract") to authorized customers;

Whereas, Ingram Micro Public Sector offers products and related services, manufactured by third parties, to Government agencies through the Ingram Micro Public Sector Contract.

Whereas, in connection with its support and sales generation, Participating Dealer is authorized to participate under the Ingram Micro Public Sector Contract and resell some or all of the Products within a specified territory.

Now therefore, in consideration of the mutual covenants and promises stated herein and in accordance with the terms and conditions of this Agreement and all Addenda hereto, the parties agree as follows:

1. Scope

1.1 Ingram Micro Public Sector authorizes Participating Dealer to participate under the Ingram Micro Public Sector Contract in accordance with the Ingram Micro Public Sector Contract requirements and any documents or notices that may be provided during the term of the Agreement.

1.2 Participating Dealer's sale of Products referencing an Ingram Micro Public Sector Contract vehicle, without authorization by Ingram Micro Public Sector is prohibited and considered an illegal order against the related contract vehicle.

1.3 Nothing in this Agreement will be construed to extend to Participating Dealer the right to resell any Product in any territory beyond those authorized by the manufacturer.

1.4 Under the Ingram Micro Public Sector Contract, manufacturers that are partnered with Ingram Micro Public Sector may require Participating Dealer to meet and/or maintain specific requirements for participation. In such cases, this Agreement will only be effective while Participating Dealer remains authorized by the manufacturer and in good standing and compliant with all terms and conditions so required by the manufacturer.

1.5 Participating Dealer agrees that nothing in a contract vehicle, this Agreement, or any Ingram Micro Public Sector Contract document may be used to establish privity of contract between Participating Dealer and any government customer or entity, or any non-governmental entity entitled to purchase under the Ingram Micro Public Sector Contract.

2. Requirements

2.1 Participating Dealer can quote manufacturers' products listed on the Ingram Micro Public Sector Contract for which Participating Dealer is authorized by the manufacturer/software vendors and Ingram Micro Public Sector / Ingram Micro Inc. to sell. Participating Dealer will be responsible for all Contract Administration Fees (CAF) on sales. Participating Dealer is authorized to discount pricing.

2.2 All Participating Dealer OMNIA quotes to government customers and purchase orders received by Participating Dealer from government customers shall be subject to the terms and conditions of the Ingram Micro Public Sector Contract's then-current contract terms and pricing.

2.3 Participating Dealer quotes to government customers and purchase orders received by Participating Dealer from government customers shall not exceed the Ingram Micro Public Sector Contract prices current at the time the order is received.

2.4 Pursuant to this Agreement, Participating Dealer will be authorized as a "Participating Dealer" on the Ingram Micro Public Sector Contract by modification. Notwithstanding this status, Participating Dealer is only authorized to sell products that are approved on the Ingram Micro Public Sector contract by Region 4 ECS.

2.5 Participating Dealer is not authorized under this Agreement to team with any third party or authorize any third party to submit a quotation or accept an order referencing the Ingram Micro Public Sector Contract.

2.6 Participating Dealer must demonstrate to Ingram Micro Public Sector an ability to track and agree to report all necessary information regarding activities contemplated under the Ingram Micro Public Sector Contract. Information to be tracked and reported upon is detailed on the OMNIA Sales Reporting Addendum attached hereto.

2.7 Participating Dealer shall: (1) Comply with the same terms and conditions regarding prices as Ingram Micro Public Sector for sales made under the Ingram Micro Public Sector Contract; (2) Maintain a system of reporting sales under the Ingram Micro Public Sector Contract which includes: (i) The date of sale; (ii) The ordering activity to which the sale was made; (iii) The service or product/model sold; (iv) The quantity of each service or product/model sold; (v) The price at which it was sold, including discounts; and (vi) All other significant sales data; (3) Be subject to audit by the Government, with respect to sales made under the Ingram Micro Public Sector Contract; and (4) Place orders and accept payments in the name of Ingram Micro Public Sector in care of the dealer. To carry out the obligations set forth in this paragraph, Participating Dealer shall utilize the ordering and billing addresses provided in the OMNIA Reseller Registration Form.

2.8 Participating Dealer will accept orders, invoice and accept payment from government agencies in the name of Ingram Micro Public Sector for the Products. Such orders shall be considered Ingram Micro Public Sector orders under the Ingram Micro Public Sector Contract and shall be recorded and reported as such in accordance with the procedures defined in this Agreement.

2.9 Participating Dealer shall maintain a system and prepare accurate and timely reports of sales made under the Ingram Micro Public Sector Contract that includes all data elements of the Sales Report defined in the OMNIA Sales Reporting Addendum.

Notwithstanding any other provision of this Agreement, Participating Dealer's failure to comply with the reporting obligations set forth in such OMNIA Sales Reporting Addendum ("Reporting Noncompliance") shall entitle Ingram Micro Public Sector to take the following actions:

2.9.1 In the case of the first Reporting Noncompliance, Ingram Micro Public Sector may issue to Participating Dealer a notice regarding such Reporting Noncompliance.

2.9.2 In the case of any Reporting Noncompliance after the first instance thereof, Ingram Micro Public Sector may, at its sole discretion, suspend or terminate Participating Dealer's participation as a dealer in connection with the Ingram Micro Public Sector Contract; provided, however, that Ingram Micro Public Sector may, at its sole discretion, subsequently permit Participating Dealer to participate as a Dealer in the event that the Participating Dealer can, within thirty (30) days of such Reporting Noncompliance and to Ingram Micro Public Sector's reasonable satisfaction, cure those deficiencies which gave rise to the Reporting Noncompliance.

2.10 Participating Dealer agrees that all sales referencing the Ingram Micro Public Sector Contract will be considered subject to this Agreement and will be included in all reports required herein.

2.11 Ingram Micro Public Sector will review all sales reported pursuant to this Agreement for discrepancies and will detail such discrepancies to Participating Dealer. Participating Dealer will have 30 days to resolve all outstanding discrepancies or will be found to be in material default of this Agreement.

2.12 Authority. For some manufacturers, Participating Dealer's authorization and/or certification to sell the manufacturer's products and/or services within a territory may be defined and subject to Participating Dealer's independent reseller agreement with the manufacturer. Nothing herein should be construed to expand Participating Dealer's product authorization or territory beyond that defined in Participating Dealer's agreement with the manufacturer or Ingram Micro Public Sector.

2.13 Contract Administrative Fee. Participating Dealer is required to remit to Ingram Micro Public Sector a contract administration fee for each sale of an item or service on the Ingram Micro Public Sector Contract in connection with this Agreement. Participating Dealer will be invoiced per the OMNIA Sales Reporting Addendum.

2.14 Sourcing/Order Fulfillment. Participating Dealer shall fulfill orders for the manufacturer products and services on the Ingram Micro Public Sector Contract, through Ingram Micro Public Sector or its Parent Company (Ingram Micro If Participating Dealer fails to comply with the Participating Dealer Fulfillment Requirement for

any order it receives ("Contract Order") in connection with the Ingram Micro Public Sector Contract, Participating Dealer shall be required to pay Ingram Micro Public Sector a fee equal to five (5) percent of the total price set forth in such Contract Order and pay the contract administration fee.

2.15 Compensation. Participating Dealer acknowledges that the compensation by Ingram Micro Public Sector to Participating Dealer for all orders accepted and invoiced by Ingram Micro Public Sector will be derived solely from Participating Dealer's purchase price and related charges including but not limited to (contract administration fee and Shipping fees) and the OMNIA Price quoted/sold to the customer unless otherwise agreed to in writing by Ingram Micro Public Sector.

3. Annual Review

3.1 Participating Dealer agrees to permit Ingram Micro Public Sector, upon thirty (30) days' prior written notice, to conduct an annual review of its activities as they relate to this Agreement. The review shall focus on sales activities related to the Products. Information to be reviewed shall include, at a minimum, sales records, purchase orders, invoices, payment receipts, and related notes, emails or letters, and any information reasonably requested to verify the content of reports submitted in accordance with the OMNIA Sales Reporting Addendum. Any such annual review of Participating Dealer will be conducted by Ingram Micro Public Sector at its own expense and in a manner so as not to unreasonably interfere with Participating Dealer's business.

3.2 In the event a discrepancy in reported sales is discovered during the course of an annual review, Ingram Micro Public Sector may require an additional review. Reviews beyond the annual review shall be performed at Participating Dealer's expense and may include reasonable professional fees for objective third-party auditors, accountants or legal professionals.

4. Indemnification

4.1 Participating Dealer shall, at its sole expense, indemnify, defend and hold harmless Ingram Micro Public Sector, its suppliers and its parent, affiliates, shareholders, directors, officers, employees, contractors, agents and customers from any and all damages, losses, costs (including, but not limited to, reasonable attorney's fees and costs) and claims based upon: (i) government audits, fines, litigation, debts, damages or penalties stemming from Participating Dealer's failure to accurately or timely report sales to Ingram Micro Public Sector;(ii) Participating Dealer's billing errors including charging prices in excess of those permitted under the relevant program or quote or billing inaccuracies; (iii) Participating Dealer's representation of items being on Contract, which are not; or (iv) Participating Dealer's activities related to the sale of the Products.

4.2 Ingram Micro Public Sector shall, at its sole expense, indemnify, defend and hold harmless Participating Dealer, its suppliers and its affiliates, shareholders, directors, officers, employees, contractors, agents and customers from any and all damages, losses, costs (including, but not limited to, reasonable attorney's fees and costs) arising from third party claims based upon matters related to the proper maintenance of the Ingram Micro Public Sector Contract.

5. Term and Termination

5.1 The term of this Agreement shall be twelve (12) months from the date first written above and shall renew for subsequent twelve (12) month periods unless written notice of non-renewal is provided no less than thirty (30) days before the expiry of the then-current term, or the Agreement is terminated by either party as set forth below.

5.2 Either party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the other party.

5.3 This Agreement may be terminated by either party for cause at any time, without limiting any party's other rights or remedies:

5.3.1 Upon written notice identifying with specificity the cause and providing a cure period of not less than ten (10) days if the non-terminating party commits a material breach of this Agreement, and such breach continues un-remedied for a period of five (5) days after receipt by the other party of written notice thereof;

5.3.2 immediately, without the obligation to give thirty (30) days' written notice, if the non-terminating party: (a) has a receiver appointed for itself or its property; (b) makes an assignment for the benefit of its creditors; (c) has any proceedings commenced by, for or against it under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not

5.3.3 dismissed within ninety (90) days of their commencement; or (d) is liquidated or dissolved; or immediately, without the obligation to give thirty (30) days' written notice, or Participating Dealer account is not in good standing.

5.4 Participating Dealer shall honor all orders placed prior to the date on which any termination becomes effective.

6. Reserved

7. Exclusion of Consequential Damages

EXCEPT AS EXPRESSLY STATED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE PRODUCTS, SOFTWARE OR SERVICES WHETHER FORSEEABLE OR NOT AND EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

8. Confidential Information

8.1 Each party agrees not to use any confidential information of the other party (whether oral or written) except in performance of this Agreement and not to disclose such information to third parties (other than, as determined by the receiving party in good faith, those persons with a genuine "need to know" and who agree to similarly limit the use and disclosure of the information, such as attorneys and accountants). All information which the disclosing party considers confidential shall be clearly identified as such.

8.2 With respect to both parties hereto, for the purposes hereof, confidential information shall not include any information that: (a) is now or becomes in the public domain through no breach of this Agreement; (b) is in the possession of the receiving party as of the date of execution hereof; (c) is independently learned by the receiving party from a third party without breach of this Agreement;
(d) is required by law or order of a court (in which case the other party shall be promptly notified before disclosure), administrative agency or other governmental body to be disclosed by the receiving party; or (e) is disclosed by the receiving party more than three (3) years after that party's receipt of such information.

9. Miscellaneous

9.1 Assignment and Subcontracting. Assignment of this Agreement is prohibited without the express written consent of the other Party; except that Ingram Micro Public Sector may assign this Agreement or any of its rights or obligations hereunder (including, without limitation, rights and duties of performance) to any of its affiliates. Ingram Micro Public Sector may also assign its interest in this Agreement in connection with a merger or other business combination in which Ingram Micro Public Sector is not the surviving entity. Any attempted assignment in violation of this provision will be null and void.

9.2 Relationship of the Parties. Participating Dealer and Ingram Micro Public Sector perform this Agreement as independent contractors. Each party has the sole obligations to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as may otherwise be agreed upon in writing by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Participating Dealer and Ingram Micro Public Sector. Neither party shall act nor attempt to act nor represent itself, directly or by implications, as an agent of the other or its affiliates or in any manner assume or create, or attempt to assume or create any obligation on behalf of, or in the name of, the other party or its affiliates.

9.3 Compliance with Laws. In the performance of this Agreement, Participating Dealer shall comply with the requirements of all applicable laws, ordinances, and regulations of the United States of America and any state, country, or other governmental entity. This Section incorporates by reference all provisions required by such laws, orders, rules, regulations and ordinances which are hereby incorporated with the same force and effect as if they were expressly set forth herein.

Participating Dealer shall indemnify, defend and hold Ingram Micro Public Sector harmless from and against any and all claims, actions or damages arising from or caused by Participating Dealer's failure to comply with this Section 9.3.

9.4 Choice of Law; Disputes.

9.4.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regards to the conflicts of law principles thereof. Any and all claims, controversies or disputes arising out of or in connection with this Agreement shall be resolved in accordance with this Section. California law shall apply unless the issue relates to federal procurement regulations or statutes and in such case federal procurement law as interpreted by the United States Boards of Contract Appeals and the United States Court of Federal Claims shall apply.

9.4.2 The party's consent to the exclusive jurisdiction of the state and federal courts located in Orange County, California, for any such action, suit or proceeding. Both parties' obligations under this Section survive termination or expiration of this Agreement. The prevailing party in any action shall be entitled to recover its costs and attorneys' fees.

9.5 Notices. All notices and other written communications required or permitted to be given or sent by this Agreement, shall be deemed given if mailed first class, postage paid or sent by facsimile, and if addressed as follows:

Participating Dealer:
Cadence team inc
Na
9100 seavey lane loomis ca 95650

Attn: Jeremy Caudill ceo
Phone: 9168991255
Fax:

Ingram Micro Public Sector:
10900 Pump House
Road Suite B
Annapolis Junction, MD
20701 Attn: Legal
Department Phone:
800.634.0255
Fax: 301.725.7869

Either party may, by a notice given in accordance with the foregoing, change its address or designated recipient for notices. Any notice given as aforesaid shall be deemed to have been received on the date of the overnight mail receipt, on the date imprinted by the facsimile machine, or five business days after deposit in the mail (first class, postage paid), whichever is applicable, unless the addressee party is able to establish conclusively that such notice was not received by it.

9.6 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court or board of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion(s) eliminated.

9.7 Entire Agreement. This Agreement constitutes the entire understanding and agreement of and between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations and agreements with respect to the subject matter hereof. This Agreement shall not be varied by any oral agreements or representations or otherwise except by an instrument in writing duly executed by authorized representatives of the parties.

9.8 Section Headings. The Section and paragraph headings herein are for convenience only and shall not limit in any way the scope of any provisions of this Agreement.

9.9 Non-waiver of Rights. The failure of either party to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any rights or remedies shall not be construed as a waiver of its right to assert any of the same or to rely on any such terms and conditions at any time thereafter.

9.10 Force Majeure. Neither Participating Dealer nor Ingram Micro Public Sector shall be deemed in default if its performance of obligations hereunder is delayed or becomes impossible or impractical by reason of any act of God, war, fire, earthquake, strike, epidemic, or any other cause beyond such party's reasonable control.

9.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.12 Survival. The terms and conditions set forth herein which by their nature should survive any termination of this Agreement shall survive.

In witness whereof, each of Participating Dealer and Ingram Micro Public Sector has caused this Agreement to be signed and delivered by its duly authorized representative as of the Effective Date.

Participating Dealer

DocuSigned by:

By: Jeremy Caudill

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Print Name: Jeremy Caudill

Title: CEO

Ingram Micro Public Sector LLC

DocuSigned by:

By: Todd Hartung

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Print Name: Todd Hartung

Title: Director

OMNIA Sales Reporting Addendum

The Ingram Micro Public Sector Contract is subject to mandatory reporting of sales and payment of a Contract Administrative Fee (CAF) under the Ingram Micro Public Sector Contract by OMNIA. The reporting of sales and CAF payments under the contract by all participants are audited on a regular basis to ensure that they are current, accurate and complete. Failure to comply may result in fines, penalties, suspension and/or termination of Ingram Micro Public Sector's Contract.

1. Sales Reports

1.1 The OMNIA Sales Report templates and instructions, per current OMNIA reporting requirements, will be provided to Participating Dealer by Ingram Micro Public Sector as required.

1.2 The POS Sales Report template/format is subject to change at Ingram Micro Public Sector's reasonable discretion upon notification or at the Contract discretion of OMNIA.

1.3 Sales Reports must be submitted no later than the 10th of the month following the report period. (e.g., June sales reported July 10th). Reports shall be submitted with all fields completed. Copies of the Customer orders if not provided at time of order processing, in hard copy or .pdf form, shall be submitted by Participating Dealer with the Sales Report.

1.4 Participating Dealer shall furnish monthly reports of the dollar value (rounded to the nearest whole dollar) of invoices issued during the preceding month period in a format that will facilitate the preparation and submission of Ingram Micro Public Sector's OMNIA Sales Report. The report format will be provided for completion.

1.5 Participating Dealer shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. Ingram Micro Public Sector, or its designee, reserves the right to compare Sales Reports submitted by Participating Dealer for a period of four (4) years from the date Ingram Micro Public Sector receives such report. In addition, Ingram Micro Public Sector may engage a third party to conduct an independent audit of Participating Dealer 's monthly reports. In the event of such an audit, Participating Dealer shall provide all materials reasonably requested relating to such audit. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, Ingram Micro Public Sector will notify the Participating Dealer in writing. Participating Dealer will have thirty (30) days from the date of such notice to resolve the discrepancy to Ingram Micro Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest, and reimbursement of the costs and expenses related to such audit.

2. CAF Invoicing/Payments

2.1 Participating Dealer acknowledges that the OMNIA Price quoted/sold to the government customer is inclusive of the CAF.

2.2 Participating Dealer acknowledges that Participating Dealer must pay Ingram Micro Public Sector the CAF based on the sales price to the customer for all orders placed under the Ingram Micro Public Sector Contract.

2.3 Ingram Micro Public Sector will invoice Participating Dealer the CAF as a separate line item on each processed Program order.

2.4 The Product CAF percentage will range from 0.75% to a maximum 2.0% (based on the manufacturer, hardware, software, maintenance, or services). The total CAF Fee will be calculated by multiplying this percentage by the total gross sales price paid for product by Participating Dealer's customer as reflected in the End User Purchase Order or the Participating Dealer's monthly Sales Order Report. Ingram Micro Public Sector will invoice Participating Dealer the CAF Fee on all identified OMNIA orders processed. The CAF fee will be listed as a separate line item on the Order's Invoice. If not captured at time of order, CAF will be invoiced from monthly Sales Reports within 15 days of Ingram Micro Public Sector's receipt of Dealer's Sales Order Report. Payment is due within 30 days of the invoice date.

In witness whereof, each of Participating Dealer and Ingram Micro Public Sector has caused this Participating Dealer Agreement to be signed and delivered by its duly authorized representative as of the Effective Date

Participating Dealer

DocuSigned by:

By: Jeremy Caudill

D341AD66509A4BE...

Print Name: Jeremy Caudill

Title: CEO

Ingram Micro Public Sector LLC

DocuSigned by:

By: Todd Hartung

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Print Name: Todd Hartung

Title: Director

Attachment 1 - Region 4 ESC Flow Down Terms and Conditions

1. Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC or Participating Public Agency must purchase in an open market, Participating Dealer agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

2. Licenses. Participating Dealer shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Participating Dealer. Participating Dealer shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC or Participating Public Agency reserves the right to stop work and/or cancel the Contract if Participating Dealer's license(s) expire, lapse, are suspended or terminated.

3. Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Participating Dealer and Region 4 ESC or Participating Public Agency under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Participating Dealer shall survive expiration or termination of the Contract.

4. Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Participating Dealer must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

5. Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC or Participating Public Agency may make the determination to return the material to the Participating Dealer at no cost to Region 4 ESC. The Participating Dealer agrees to pay all shipping costs for the return shipment. Participating Dealer shall be responsible for arranging the return of the defective or incorrect material.

6. Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

7. Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC or Participating Public Agency must be notified immediately. Price increases must be approved by Region 4 ESC or Participating Public Agency and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

8. Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty.

9. Site Cleanup. Participating Dealer shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

10. Site Preparation. Participating Dealer shall not begin a project for which the site has not been prepared, unless Participating Dealer does the preparation work at no cost, or until Region 4 ESC or Participating Public Agency includes the cost of site preparation in a purchase order. Site preparation includes, but is

not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

11. Registered Sex Offender Restrictions. For work to be performed at schools, Participating Dealer agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Participating Dealer agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's or Participating Public Agency's discretion.

12. Safety measures. Participating Dealer shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Participating Dealer shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

13. Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

14. Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC or Participating Public Agency, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC or Participating Public Agency prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Participating Dealer against loss and damage. Participating Dealer agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC or Participating Public Agency and be separated from other materials. Region 4 ESC or Participating Public Agency must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC or Participating Public Agency, it shall be the Participating Dealer 's responsibility to protect all materials and equipment. Participating Dealer warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

15. Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC or Participating Public Agency's current revenue only. Region 4 ESC or Participating Public Agency retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC or Participating Public Agency to obtain appropriate funds for payment of the contract.

16. Indemnity. Participating Dealer shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Participating Dealer, Participating Dealer employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC or Participating Public Agency, its administrators and employees and agents will be in Harris County, Texas or the or Participating Public Agency venue of choice.

17. Marketing. Any use of Region 4 ESC or Participating Public Agency name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Participating Dealer must have prior approval from Region 4 ESC or Participating Public Agency and Ingram Micro Public Sector.

18. Certificates of Insurance. Participating Dealer shall maintain coverage as specified and deliver Certificates of insurance to the Region 4 ESC or Participating Public Agency prior to commencement of work. Participating Dealer shall give a minimum of ten (10) days' notice prior to any modifications or cancellation of policies.

Attachment 2 - OMNIA Partners Contract Flow Down Terms and Conditions

1. The Region 4 ESC Flow Down terms and conditions contained above shall apply to this Agreement except as expressly changed or modified by this Agreement. Participating Dealer acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

2. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Participating Dealer under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Participating Dealer's obligation to obtain appropriate insurance.

3. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Participating Dealer, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

4. OMNIA Partners shall not be responsible for Participating Dealer's performance under the Master Agreement, and Participating Dealer shall hold OMNIA Partners and Ingram Micro Public Sector LLC harmless from any liability that may arise from the acts or omissions of Participating Dealer in connection with the Master Agreement.

5. Participating Dealer acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

6. With regard to Personal Information that Participating Dealer collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Participating Dealer agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Participating Dealer and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Participating Dealer certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data

Regulations, as defined herein. Participating Dealer will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Participating Dealer collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Participating Dealer will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

7. Participating Dealer shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Participating Dealer shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

8. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Participating Dealer, the provisions of this Agreement shall prevail.

Attachment 3 - Required Documents

¨ Texas Government Code 2270 Verification Form

¨ **Federal Funds Certifications**

¨ ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

¨ FEMA SPECIAL CONDITIONS

¨ New Jersey Business Compliance (***Required to transact business on contract in New Jersey***)

INGRAM MICRO PUBLIC SECTOR

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jeremy Caudill, as an authorized representative of

CADENCE TEAM, INC, a contractor engaged by

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day, and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

DocuSigned by:
Jeremy Caudill
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Signature of Named Authorized Company Representative

2024-Nov-20

Date

Insert Fed Grant and FEMA PDF Documents

Insert New Jersey Business Compliance Documents

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 8

Agenda Item: Updating the Electric Vehicle Charging Rate for Public Chargers to Eliminate Grace Period

Executive Summary: A minor update needs to be made to the billing rate structure that was adopted on March 25, 2025. This action seeks to eliminate the 15 minute grace period prior to a customer incurring a Parking Fee, which is proposed at $22.50 per hour in proportion to the originally adopted Parking Fee. A grace period is not feasible for our vendor Blink to implement.

Requested Action / Suggested Motions: 1) Acting as the City Council, Pass a Resolution adopting the updated electric vehicle charging rate structure for City-owned publicly available electric vehicle chargers; and (2) Acting as the South Tahoe Joint Powers Parking Financing Authority, Pass a Resolution updating the electric vehicle charging rate structure for public chargers at the Parking Garage.

Responsible Staff Member: Sara Letton, Sustainability Coordinator, and Jeff Roberson, Police Chief

Reviewed and Approved By: Susan Blankenship, City Clerk Heather Stroud, City Attorney Olga Tikhomirova, Finance Director

Attachments:

01 - Staff Report - Update to Electric Vehicle Charging Rate.docx
02 - Resolution EV Charging Station Rates City Council.docx
03 - Resolution EV Charging Station Rates STJPPFA.docx
04 - Redline of March 25 Staff Report Electric Vehicle Charging Rate for Public Chargers.pdf
Item 8- Updating the Electric Vehicle Charging Rate.pdf

City of South Lake Tahoe
Report to **City Council** and
South Tahoe Joint Powers Parking Financing Authority

Meeting Date: August 12, 2025

Title: Update to the Electric Vehicle Charging Rate for Public Chargers, $0.41 per kWh.
Location: Citywide

Responsible Staff Member: Sara Letton, Sustainability Coordinator, & Police Lt. Jeff Roberson

Background:

On March 25, 2025, the council adopted an electric vehicle charging rate structure for its new public chargers. Upon commissioning the electric vehicle chargers at the Bellamy Garage in early July, staff were made aware that the City's vendor Blink cannot implement the grace period for newly installed chargers.

Issue and Discussion:
On March 25, 2025 staff included a grace period in the proposed rate structure. Prior to the chargers becoming publicly available, Blink notified staff that it is unable to implement the grace period. In the meantime, customers have been charged the adopted $0.41 per kwh but they have not been charged a parking fee after their charging session. All customers, including those using the chargers, have been paying the garage parking fee via the newly implemented automated system at Bellamy.

A 15-minute grace period was designed to start at the end of a charging session, before the commencement of a parking fee that is meant to incentivize turnover in pursuit of good customer service (defined as maximizing available chargers). Staff designed cost recovery into the $0.41 per kwh, thus do not need the parking fee for cost recovery.

The original rate structure included a 15-minute grace period before a $0.50/minute (i.e. $30/hour) parking fee would commence. This is a $7.50 value at $0.50/minute. In the currently proposed structure without a grace period, staff propose not collecting $7.50 per hour from the originally proposed $30 per hour and propose $22.50 per hour. To clarify: this is an overstay fee for parking in an EV space while plugged in but no longer charging. The light on the Blink charger will be blue, indicating to Code Enforcement that it is *not* a citable offense. (A green light while parked indicates a car *not* charging, which *is* citable under the City's EV Parking Ordinance).

Attachment 04 'Redline of March 25 EV Charging Rate' provides a redline of the changes proposed in the context of the original staff report, with the example math updated.

Financial Implications:
While the rate structure will be modified, the financial implications effectively remain the same as described in the March 25, 2025 staff report:

Revenue will be collected into budget line item -35339, EV charging stations revenue accounts, by facility, to cover cost of providing the service. Blink will collect all revenue and remit payment to the City. The attached City Council and South Tahoe Joint Powers Parking Financing Authority resolutions are updated per this staff report and establish the electric vehicle charging rates at the city locations and at the Parking Garage and grant authority to staff to update the rates periodically to accommodate actual changes in electricity rates and operations & maintenance costs (due to changes in the Consumer Price Index) in order to maximize cost recovery without the need to return to council to do so.

Environmental Considerations: Staff has determined that the fee is exempt from CEQA pursuant to Public Resources Code Section 21065, as the fee does not constitute a "project" within the meaning of CEQA in that it has no potential to cause either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

Policy Implications: The public facing EV charging project supports the City's *Strategic Priorities*:

- 1.4 Transportation via "electrification of the transportation system is a top priority."
- 1.5 Carbon Neutrality to "pursue opportunities for electrification, including transitioning fleet vehicles to electric and building robust EV charging infrastructure by 2025."

The project advances the City's *Climate Action Plan*:

- EV-1, Promote and incentivize EVs and EV chargers.

The public facing EV charging project supports community GHG emissions reductions, contributing to the science-based emissions reductions target established in *Resolution No. 2022-088*.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

August 12, 2025

Updating the Electric Vehicle Charging Rate for Public Chargers

BACKGROUND

A. Governor Newsom's Executive Order N-79-20 set a goal of 100% of in-state sales of new cars and trucks be zero-emission by 2035.

B. The majority of zero-emissions vehicles will be electric vehicles that will require charging.

C. The City is desirous of providing public electric vehicle charging infrastructure.

D. Certain aspects of the state and municipal code authorize the imposition and collection of fees to defray the costs of providing certain programs and services.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Effective immediately, the City's electric vehicle charging rate shall be structured to:
    a. the current cost of electricity per kWh (i.e. indexed to the current cost per kWh, which is the weighted average of winter and summer periods, according to Liberty Utilities February 1, 2025, Rate Brochure),
    b. City's estimated cost of Operations & Maintenance per kWh,
    c. City's estimated cost of equipment and installation per kWh,
    d. Blink's 8% on top of the kWh (items 1a – 1c)
    e. a Parking Fee of $22.50 per hour,
    f. Blink's per session fee of $0.49,
2. The per kWh component will be adjusted to accommodate actual changes in electricity rates and Operations & Maintenance costs (due to changes in the Consumer Price Index) in order to maximize cost recovery and minimize the need to return to council to do so.
3. The City Clerk shall certify to the adoption of this Resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

Adopted by the City of South Lake Tahoe City Council on August 12, 2025 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor Pro Tem

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Resolution 2025-XXX

Adopted by the South Tahoe Joint Powers Parking Financing Authority

August 12, 2025

Updating the Electric Vehicle Charging Rate for Public Chargers at the Parking Garage

BACKGROUND

A. Governor Newsom's Executive Order N-79-20 set a goal of 100% of in-state sales of new cars and trucks be zero-emission by 2035.

B. The majority of zero-emissions vehicles will be electric vehicles that will require charging.

C. The City and the South Tahoe Joint Powers Parking Financing Authority (STJPPFA) are desirous of providing public electric vehicle charging infrastructure at the Parking Garage.

D. Certain aspects of the state and municipal code authorize the imposition and collection of fees to defray the costs of providing certain programs and services.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the Governing Boards of the South Tahoe Joint Powers Parking Financing Authority hereby finds, determines, resolves and orders as follows:

1. Effective immediately, the electric vehicle charging rate at the Parking Garage shall be structured to:
    a. the current cost of electricity per kWh (i.e. indexed to the current cost per kWh, which is the weighted average of winter and summer periods, according to Liberty Utilities February 1, 2025, Rate Brochure),
    b. City's estimated cost of Operations & Maintenance per kWh,
    c. City's estimated cost of equipment and installation per kWh,
    d. Blink's 8% of the kWh (items 1a-1c)
    e. a Parking Fee of $22.50 per hour
    f. Blink's per session fee of $0.49,
2. The per kWh component will be adjusted to accommodate actual changes in electricity rates and Operations & Maintenance costs (due to changes in the Consumer Price Index) in order to maximize cost recovery and minimize the need to return to council to do so.
3. The STJPPFA Secretary shall certify to the adoption of this Resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

Adopted by the South Tahoe Joint Powers Parking Financing Authority on August 12, 2025 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Vice Chair

Attest:

_____

Susan Blankenship, Secretary

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe
Report to **City Council** and
South Tahoe Joint Powers Parking Financing Authority

Meeting Date: March 25, 2025

Title: Establishing an Electric Vehicle Charging Rate for Public Chargers, $0.4108 per kWh.
Location: Citywide

Responsible Staff Member: Sara Letton, Sustainability Coordinator, & Police Lt. Jeff Roberson

Background:

In September 2020 Governor Newsom signed an Executive Order aimed at combatting climate change by setting the goal that 100% of new vehicles sales in California be zero emission by 2035. That Order emphasized the need to expand electric vehicle charging infrastructure to support the increasing adoption of electric vehicles. The City's greenhouse gas inventories show transportation as consistently about one third of overall greenhouse gas emissions. The City's Climate Action Plan identifies the EV-1 strategy metric as the "number of nonresidential EV charging stations installed." Both private businesses and the City are noted contributors toward implementing the action.

The City has identified two sites for its first installations of public facing Level 2 electric vehicle (EV) charging stations. Seven (7) dual chargers (to charge up to 14 vehicles) will soon be installed at the Bellamy Garage, and three (3) more (to charge up to six vehicles) are scheduled for the new Recreation Center, also for installation in 2025. These sites were identified in the City's 2022 EV Charger Siting Plan. The contract with Blink Network, LLC, for the chargers was approved at the June 18, 2024 City Council meeting, with an Amendment 1 on March 11, 2025.

Issue and Discussion: The City will be installing publicly accessible EV charging stations and the City must adopt an EV charging rate to charge customers because the City will own the chargers. Staff is recommending charging a rate to cover electricity, Operations & Maintenance costs, equipment & installation costs, a Parking Fee and our vendor's fees.

For context, how many public EV charging stations are in South Lake Tahoe?
A map of available charging stations is publicly available on Plugshare, which is a widely used app and website showing all public charging stations in a given area. Plugshare lists 34 stations in the city, including those currently functioning and those planned for construction. Staff vetted this list and found one redundant entry. Removing the redundant location, as well as those not yet active or long inactive, Staff accounted for 65 available charging ports in city limits as of fall 2024 (noting that some of the listed 34 stations by Plugshare are singles and most are dual stations). The City recently brought a contract to council with a plan to increase publicly available charging by 20 total

ports, as noted above. In addition, the City contracted to lease to Tesla twelve parking spaces at the City's public parking lot at 3069 Harrison Avenue where they plan to install superchargers. The City will receive monthly lease payments from Tesla, and Tesla will otherwise manage the chargers and set their own rates.

An analysis of local EV charging rates

EV charging rates can be dynamic as frequently as within a given day because of time of use rates or holidays or other circumstances. For this reason, evaluating charging rates is an inexact endeavor. When a driver looks for an available charger on an app such as PlugShare, a vendor must have a relationship with PlugShare to enable frequent updates on the app. Going directly to a vendor/charger provider's app will provide the best information. It is notable that the landscape of accountability has increased through time. California Department of Food and Agriculture's Division of Management and Standards' California Type Evaluation Program (CTEP) added commercial EV charging manufactured or installed in California to their compliance roster. This brings added transparency and accountability to EV charging. One effect is that new EV chargers must charge per kWh as opposed to per hour (which had been common especially on lower kW chargers as the state was first scaling EV charging).

A rate analysis in fall of 2024 of the 34 stations identified by the widely used Plugshare app provided just nine data points on the fees charged at the stations. Two locations with DC Fast Chargers charged $0.65 and $0.50 per kWh. Seven Level 2 EV charging locations charged: $0.25, $0.25, $0.25, $0.25, $0.38, $0.45, and $0.49 per kWh. Those stations were either 6.48kW stations or the kW was not listed. The stations that the City is installing are 19.2kW dual stations. This higher kW provides a faster charge, and better service to the public compared to the lower capacity chargers. Additionally, the 19.2kW station can be installed at a fraction of the cost of installation of a DC fast charger, which often necessitates significant electrical upgrades at typical sites. It provides the best of both worlds and 'future proofs' the City's investment with faster Level 2 charging.

How long does it take to charge?

Table 1 shows that charging will take between 1.9 to 3.4 hours for a 60 - 80% charge on the planned 19.2kW chargers for the three bestselling electric vehicles in California during 2023.[1] For comparison, it takes about three times as long to charge on a typical Level 2, 6.48kW charger. Please note that energy dispensed will be divided when two cars are plugged into the dual charger at the City's stations. If charge management is needed in order to avoid a demand charge to keep costs reasonable, electricity will be dispensed slower, extending charge times.

[1]B. Crothers, Forbes. Jan 30 2024, Plug-In Hybrid Gains, Jeep Wrangler 4xe Sales Strong in California https://www.forbes.com/sites/brookecrothers/2024/01/30/jeep-wrangler-4xe-tops-toyota-tesla-model-y-tops-everyone-in-california-ev-sales-in-2023/

Table 1: Hours to achieve 60% or 80% capacity charge on California's 2023 bestselling EVs. This demonstrates a scenario of arriving at a charging station at 20% and desiring to charge to 80% or 100%.

	Battery size (kWh), min and max available in that model		charge 60% of capacity of that model's battery (kWh)		Hours to achieve that 60% additional capacity charge on the City's 19.2 kW chargers (one car plugged into the dual charger)		charge 80% of capacity of that model's battery (kWh)		Hours to achieve that 80% additional capacity charge on the City's 19.2 kW chargers (one car plugged into the dual charger)	
Tesla Model Y	60	81	36	49	1.9	2.5	48	64.8	2.5	3.4
Tesla Model 3	60	82	36	49	1.9	2.6	48	65.6	2.5	3.4
Chevy Bolt	65		39		2.0		52		2.7	

How much does electricity cost?

An EV charging rate will be composed primarily of the cost of electricity charged by Liberty Utilities. According to the posted February 1, 2025 Rate Brochure, the weighted average cost of electricity is $0.306813/kWh at the A-2 General Service rate (see Table 2).[2] The A-2 rate includes demand charges above 200kw, and Blink chargers have charge management software that can keep demand low so as not to trigger the demand charge. Liberty adjusts rates sometimes multiple times in a single year by filing with the California Public Utilities Commission.[3] Staff recommend indexing the EV charging cost per kWh to the cost of electricity, to be able to change the rate charged to customers as Liberty changes rates and/or as the CPI increases on the O&M contract without having to go to council every time this happens. Table 2 shows the current A-2 rate and a weighted average.

Table 2:

A-2 Medium General Services Rate, February 1, 2025 Rate Brochure

$ 0.337900	Cost of electricity per kWh (Liberty -2, Medium Commercial WINTER). This is billed 8 of 12 billing periods a year.
$ 0.244640	Cost of electricity per kWh (Liberty -2, Medium Commercial SUMMER). This is billed 4 billing periods a year.
$ 0.306813	Weighted Average. Does not include demand charge. Blink allows for charge management, which allows us to keep total load within a defined maximum.

Cost of Operations & Maintenance of the chargers

In addition to electrical costs, the stations will be monitored and maintained by Blink Network, LLC via an annual Operations & Maintenance (O&M) agreement, as mentioned. The software allows Blink to monitor the stations remotely via cell signal for faults, receive feedback from users, and provide repairs for the stations as-needed. The cloud monitoring also allows City staff to set charging parameters (time limits, waitlists, etc.), as well as charging rates. This function is included in the O&M cost and is estimated to be approximately $0.05/kWh and is indexed to the CPI (San Francisco Bay Area) and is based on a certain estimated utilization rate of the chargers.

[2] Liberty Utilities February 1, 2025 Rate Brochure, https://california.libertyutilities.com/uploads/Liberty%20Rate%20Brochure%202-2025.pdf

[3] Liberty posts the most recent rates at this site: https://california.libertyutilities.com/truckee/residential/rates-and-tariffs/electrical.html

Cost of Network and Backend Support, and Session Fee
The City's contract with Blink Network LLC includes the cost of network and backend support with Blink keeping 8% of the transaction, which is the cost of charging and the cost of overstaying (i.e. the Parking Fee). Blink also collects a session fee of $0.49 per charging session in order to support the cost of new technologies and roaming with other networks and providers.

Cost of Equipment and Installation
The cost of installation is highly variable depending on the site. Retrofitting charging infrastructure into the Bellamy Garage was more expensive than the brand-new Recreation Center. Staff estimate that a per kWh cost of equipment is $0.0140, based on actual cost and a life of 10 years and an estimated utilization rate. Staff estimate the cost of installation at $0.0343 per kWh over 10 years and the same utilization rate. Together these are about $0.05 per kWh

Cost of a Parking Fee for overstayers
A rate structure that includes a fee for those whose vehicles remaining in the charging space once charging is complete would act to incentivize turnover, thereby maximizing EV charger availability. Blink refers to this as a 'Parking Fee'. City staff propose a Parking Fee of $~~0.50/minute~~22.50 per hour to commence immediately after ~~a 15-minute grace period before that Parking Fee clock commences~~the charging session is complete.

Summary of Proposed Cost of EV Charging
In summary, the proposed cost of EV charging is a rate structure built on: whatever is the current cost of electricity at Liberty's A-2 rate, the current cost of O&M (indexed to the CPI, as contracted), an estimate of cost recovery for equipment and installation, Blink's 8% on the kWh, a $~~0.50~~22.50 per ~~minute~~ hour Parking Fee ~~after a 15-minute grace period~~, and Blink's $0.49 session fee. Note that Blink will take 8% of the Parking Fee. Staff commits to evaluating the appropriateness of this cost structure after about a year of data.

At current rates, the per kWh cost of electricity is $0.3068, plus $0.0229 per kWh for O&M, plus $0.0482 per kWh for equipment and installation, and Blink's 8%, all equals $0.4108 per kWh. See Table 3 for a breakdown and example of costs and how revenues are broken down.

Table 3: Proposed EV Charging rate structure and example of cost breakdown.

	Per kWh cost	Example to purchase 39 kWh (60% charge on a Chevy Bolt)	Example to purchase 39 kWh and overstay 10min
Current cost of electricity at Liberty's A-2 rate	$0.3068	$11.97	$11.97
Current estimated per kWh cost of O&M	$0.0229	$0.89	$0.89
Estimated cost recovery for equipment and installation per kWh	$0.0482	$1.88	$1.88
Blink's 8% of the kWh	$0.0329	$1.28	$1.28
$~~0.50 per minute~~22.50 per hour Parking Fee		0	$~~5.00~~3.75
Subtotal	*$0.4108*	*$16.02*	*$~~21.02~~19.77*

Blink's 8%	*$0.0329*	*$1.28*	*$1.~~68~~58*
City's 92%	*$0.3780*	*$14.74*	*$~~19.34~~18.19*
Blink's $0.49 session fee		0.49	0.49
Total (Cost to Customer)		**$16.51**	**$~~21.51~~20.26**
Total for City		$14.74	$18.19~~19.34~~
Total for Blink		$1.77	$2.06~~17~~

Financial Implications:
Revenue will be collected into budget line item -35339, EV charging stations revenue accounts, by facility, to cover cost of providing the service. Blink will collect all revenue and remit payment to the City. The attached City Council and South Tahoe Joint Powers Parking Financing Authority resolutions establish the electric vehicle charging rates at the city locations and at the Parking Garage and grant authority to staff to update the rates periodically to accommodate actual changes in electricity rates and operations & maintenance costs (due to changes in the Consumer Price Index) in order to maximize cost recovery without the need to return to council to do so.

Environmental Considerations: Staff has determined that the fee is exempt from CEQA pursuant to Public Resources Code Section 21065, as the fee does not constitute a "project" within the meaning of CEQA in that it has no potential to cause either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

Policy Implications: The public facing EV charging project supports the City's *Strategic Priorities*:

- 1.4 Transportation via "electrification of the transportation system is a top priority."
- 1.5 Carbon Neutrality to "pursue opportunities for electrification, including transitioning fleet vehicles to electric and building robust EV charging infrastructure by 2025."

The project advances the City's *Climate Action Plan*:

- EV-1, Promote and incentivize EVs and EV chargers.

The public facing EV charging project supports community GHG emissions reductions, contributing to the science-based emissions reductions target established in *Resolution No. 2022-088*.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 9

Agenda Item: Reimbursement Agreement with South Tahoe Public Utility District for the Rockwood to Blackwood Drainage Improvements Project

Executive Summary: The Upper Bijou Park Creek Watershed Restoration Project is a watershed-scale project seeking to address water quality and flooding issues in a phased approach in order to provide treatment for urban runoff from roadways, commercial and residential areas in an approximately 850-acre watershed that discharges to Lake Tahoe via the Ski Run Marina. The City is currently focused on the large upper watershed area subject to historic flooding, development impacts in Stream Environment Zone (SEZ) areas, and water quality issues. The upper watershed project includes plans to restore SEZ and floodplain areas, provide drainage solutions to support future active transportation improvements, and include distributed natural treatment systems to reduce sediment and nutrient loads in urban runoff that have the potential to impact Lake Tahoe. One part of the upper watershed project is the Rockwood to Blackwood Drainage Improvements Project, which began construction in May 2025 and will reduce flooding on Woodbine Road, Rockwood Drive, Blackwood Road, and in the Heavenly Valley Estates Mobile Home Park. Because the South Tahoe Public Utility District owns and maintains sanitary sewer and potable water utility facilities within the projectâ€™s limits that require relocation and/or modifications to accommodate the Cityâ€™s projectâ€™s improvements, the City has been coordinating with the District and the District agrees to pay the City for the approved work outlined in the reimbursement agreement (Attachment 02). The Districtâ€™s Board approved the reimbursement agreement for the Rockwood to Blackwood Drainage Improvements Project at their May 1, 2025 Board meeting. The Public Works Department recommends acceptance of the District Reimbursement for this project.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor Pro Tem to execute the South Tahoe Public Utility District reimbursement agreement in an amount up to $59,728.75; and authorizing the Director of Finance to amend Fiscal Year 2024-2025 budget, and to invoice the District for an overall not to exceed amount of $59,728.75.

Responsible Staff Member: Brianna Greenlaw, Associate Civil Engineer

Reviewed and Approved By: Anush Nejad, Director of Public Works Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report-STPUD Reimbursement UBPC.docx
02-STPUD Reimbursement Agreement (Exh. A to Reso).pdf
03-Resolution - STPUD Reimbursement UBPC.doc

City of South Lake Tahoe
Report to City Council

Meeting Date: August 12, 2025

Title: Reimbursement Agreement with South Tahoe Public Utility District for the Rockwood to Blackwood Drainage Improvements Project

Location: Rockwood Drive, Blackwood Road, and Heavenly Valley Estates Mobile Home Park

Responsible Staff Member: Brianna Greenlaw, Associate Civil Engineer

Background: The Upper Bijou Park Creek Watershed Restoration Project is a watershed-scale project seeking to address water quality and flooding issues in a phased approach in order to provide treatment for urban runoff from roadways, commercial and residential areas in an approximately 850-acre watershed that discharges to Lake Tahoe via the Ski Run Marina. The City completed Phase 1 in 2018 with the redevelopment of the Knights Inn hotel, replacing the failing storm drain pipe with new stormwater treatment basins and conveyance system integrated in the new Wholefoods/Southwest Corner redevelopment project. The City is currently in Phase 2 of the project, focused on the large upper watershed area subject to historic flooding, development impacts in Stream Environment Zone (SEZ) areas, and water quality issues. The upper watershed project includes plans to restore SEZ and floodplain areas, provide drainage solutions to support future active transportation improvements, and include distributed natural treatment systems to reduce sediment and nutrient loads in urban runoff that have the potential to impact Lake Tahoe.

One part of the upper watershed project is the Rockwood to Blackwood Drainage Improvements Project, which began construction in May 2025 and will reduce flooding on Woodbine Road, Rockwood Drive, Blackwood Road, and in the Heavenly Valley Estates Mobile Home Park.

Issue and Discussion: The City secured funding, prepared contract documents, advertised, awarded, and has been administering the construction contract for the Rockwood to Blackwood Drainage Improvements Project. On November 5, 2024, City Council awarded the Rockwood to Blackwood Drainage Improvements Project to FW Carson Co. ($1,750,421.00) and approved a 10% construction contingency ($175,042.10).

Because the South Tahoe Public Utility District (District) owns and maintains sanitary sewer and potable water utility facilities within the project's limits that require relocation and/or modifications to accommodate the City's project's improvements, the City has been coordinating with the District and the District agrees to pay the City for the approved work outlined in the reimbursement agreement (Attachment 02). The District's Board approved the reimbursement agreement for the Rockwood to Blackwood Drainage Improvements Project at their May 1, 2025 Board meeting.

Financial Implications: The Reimbursement Agreement for the Rockwood to Blackwood Drainage Improvements Project is $59,728.75, which includes the bid items to be reimbursed at estimated bid quantities with a contingency for changes in quantity. The final reimbursed value may be less due to final payment quantities which will be determined at the end of the project. The Public Works Department recommends acceptance of the District Reimbursement for this project.

Environmental Considerations: After completing all public noticing and review period required by relevant state laws, the Planning Commission adopted the CEQA Initial Study/Mitigated Negative Declaration for the Project on November 19, 2020 (SCH # 202090564). Addendum No. 1 was completed April 23, 2024 to document minor changes for staging and access, and other minor adjustments to the footprint of the channel improvements and drainage designs. On May 16, 2024, the Planning Commission adopted an addendum to the CEQA Initial Study/Mitigated Negative Declaration for the Project.

Policy Implications: Completing project improvements will assist with advancing the City Council Strategic Priority, ***Protect the Natural Environment***, by meeting the sediment and nutrient reductions mandated by the Lake Tahoe Total Maximum Daily Load (TMDL) program. Fulfilling mandated TMDL reduction goals will assist with maximizing residential housing allocations under TRPA Code section 50.5.2.E.2 (Distribution and Administration of Residential Allocations – TMDL Implementation).

Reimbursement Agreement
Between
City of South Lake Tahoe &
South Tahoe Public Utility District

This AGREEMENT, entered into effect on _____, is between the City of South Lake Tahoe, a municipality of the State of California, referred to herein as "CITY," and the South Tahoe Public Utility District, referred to herein as "DISTRICT."

Recitals

1. CITY secured funding, prepared contract documents, advertised, awarded, and intends to administer a construction contract for the approved work, to be completed by the lowest responsible bidder, for installation of improvements for the UPPER BIJOU PARK CREEK WATERSHED RESTORATION PROJECT – ROCKWOOD TO BLACKWOOD DRAINAGE IMPROVEMENTS PWC #301-40051-01, referred to herein as "PROJECT." The project limits consists of the following area(s): Upper Bijou Neighborhood, Heavenly Valley Estates Mobile Home Park, Ski Run Neighborhood.

2. DISTRICT owns and maintains sanitary sewer and potable water utility facilities with surface completions (valve boxes and sewer manholes), sanitary sewer service lines, and potable water service lines within the limits of the PROJECT which require relocation and modifications to accommodate the PROJECT improvements, while continuing to meet their intended purpose as water and sewer utilities in conformance with applicable regulations, as shown on the PROJECT plans, identified by bid items, and referred to herein as "WORK."

3. DISTRICT hereby acknowledges review of PROJECT plans and contract specifications for the WORK and agrees in principal to the construction in the manner proposed.

4. DISTRICT agrees to pay the CITY for the approved WORK, on the basis of identified bid items for the PROJECT, which are incorporated by this reference and noted herein to this Agreement.

5. DISTRICT agrees to make payment to the CITY for the WORK performed on behalf of the DISTRICT.

6. The terms of this Agreement shall supersede any inconsistent terms of any prior agreement or Memorandum of Understanding relating to the WORK.

7. The parties define herein below the terms and conditions under which the WORK is to be financed, constructed, owned, operated, and maintained.

I. CITY Agrees:

1. To perform the WORK in accordance with the PROJECT plans in order to achieve its intended purpose.

2. All WORK performed by CITY or on its behalf by a licensed contractor, shall be monitored for compliance with the PROJECT plans and contract specifications by CITY personnel or CITY's designated representative.

3. To permit DISTRICT personnel to monitor, participate, and perform any additional quality assurance measures as deemed necessary for compliance of the WORK with DISTRICT standards and practices.

4. Upon completion of the WORK and all work incidental thereto, to furnish the DISTRICT with a detailed statement of construction costs, including specific location of each unit being charged, the basis of which is identified bid items for the PROJECT subject to reimbursement from the DISTRICT

5. To the extent that the guarantees or bonds required by the CITY's contracts for the PROJECT pertain to the WORK, the CITY agrees to enforce its rights thereunder in order to protect the DISTRICT'S interests in the sanitary sewer and potable water utility facilities.

6. After completion of the WORK, the CITY agrees to enforce any contractor or product manufacturer warranties or guarantees for the portion of the WORK that the CITY is performing for the DISTRICT for the benefit of the DISTRICT.

7. Neither DISTRICT nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT. It is understood and agreed that CITY shall fully defend, indemnify, and save harmless DISTRICT and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability incurring by reason of anything done or omitted to be done by CITY under this AGREEMENT.

II. DISTRICT Agrees:

1. To reimburse the CITY for the WORK performed, as shown on the PROJECT plans as well as any additional relocation or modifications to the DISTRICT'S sanitary sewer and potable water utility systems that is found necessary during construction that is first approved in writing by the DISTRICT.

2. The reimbursement payment to the CITY will be within 30 days of receipt of a detailed statement of construction costs for the WORK; subsequent to final acceptance of the WORK by the DISTRICT and payment for the WORK by the CITY to its contractor.

3. To perform, at no cost to CITY, any additional quality assurance measures as DISTRICT deems necessary, beyond that which is currently scheduled for and identified in the PROJECT plans and contract specifications.

4. To accept ownership of the completed constructed WORK, operate and maintain the constructed facilities as part of the DISTRICT sanitary sewer and potable water utility systems.

5. Neither CITY nor any officer of employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT. It is understood and agreed that DISTRICT shall fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, and other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this AGREEMENT.

III. Mutually Agreed:

1. Upon completion of the WORK to be performed by CITY in accordance with the PROJECT plans and contract specifications, the new sanitary sewer and potable water utilities shall become the property of the DISTRICT. Deviations from the PROJECT plans and contract specifications for the WORK, initiated by either the CITY or DISTRICT, shall be agreed upon by both parties hereto by Amendment.

2. Modifications to the WORK shall be mutually agreed upon by the parties to this Agreement and memorialized in an Amendment to this Agreement.

3. If the PROJECT, which precipitated this Agreement, is canceled or modified so as to eliminate the necessity of the WORK; the CITY will notify DISTRICT in writing and either party may then terminate

this Agreement. The DISTRICT shall reimburse the CITY for any portion of the WORK completed prior to termination.

4. The CITY agrees to pay the contractor for work completed on the identified bid items, which are incorporated by this reference as the WORK, subject to reimbursement from the DISTRICT. Any changes in quantities of the bid items shall be agreed to by both the CITY and DISTRICT. The DISTRICT Staff is authorized without Amendment to approve up to 125% of the total WORK of the identified bid items herein which are based on the Unit Cost contract price for lowest responsible bidder for the PROJECT.

5. That the parties will be relieved of their respective duties and obligations hereunder if performance of this Agreement is prevented by the elements, natural disaster or acts of God, or if they are ordered or enjoined from performing hereunder by any court or regulatory agency having jurisdiction. Either party may discontinue performance of its duties and obligations hereunder if the other party breaches any term or condition of this Agreement.

6. That the PROJECT bid items (by No.) representing the WORK are as follows, excluding storm drain, gas or any other miscellaneous boxes:

STPUD Reimbursable Items in UPPER BIJOU PARK CREEK WATERSHED RESTORATION PROJECT – ROCKWOOD TO BLACKWOOD DRAINAGE IMPROVEMENTS					
BID ITEM NO.	**BID ITEM DESCRIPTION**	**UNIT**	**ESTIMATED BID QTY**	**UNIT BID PRICE**	**BID ITEM TOTAL**
18	Utility Service Relocation (By Contractor) – Ex. Water Service Lateral in City ROW	EA	2	$5,263	$10,526
20	Utility Service Relocation (By Contractor) – Ex. 6" Water Main in City ROW	EA	1	$32,921	$32,921
46	Decommission Sewer (Includes Flush Inlet) (By Contractor)	LS	1	$4,336	$4,336

Contingency for changes in quantity (25%)	$11,945.75
Maximum authorized reimbursement	**$59,728.75**

IV General Provisions

1. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

2. If to CITY:

Anush Nejad
Director of Public Works
City of South Lake Tahoe
1740 D. Street
South Lake Tahoe, CA 96150

Provide a copy to:	City Attorney City of South Lake Tahoe 1901 Lisa Maloff Way, Suite 300 South Lake Tahoe, CA 96150
If to DISTRICT	South Tahoe Public Utility District Attn: Paul Hughes, General Manager 1275 Meadow Crest Drive South Lake Tahoe, CA 96150

3. No Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

4. Dispute Resolution. The parties to this Agreement agree that their respective staffs shall meet and confer in good faith for the purposes of resolving any dispute under this Agreement. If the meet and confer between staff is unsuccessful to resolve the dispute, the CITY Manager and the DISTRICT General Manager shall then meet and confer in attempt to resolve the dispute. If the dispute is still not resolved, either party may file an action in court.

5. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

6. Amendments. This Agreement may be modified or amended only by a written document executed by both DISTRICT and CITY and approved as to form by the City Attorney.

7. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

8. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between DISTRICT and CITY. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

9. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

10. Authority to Enter Agreement. CITY and DISTRICT have all requisite power and authority to conduct its business and to execute, deliver, and perform the WORK defined in this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

11. No Third party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party to this Agreement and the parties expressly disclaim any such third-party benefit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Tamara Wallace, Mayor
City of South Lake Tahoe

Paul Hughes, General Manager
South Tahoe Public Utility District

APPROVED AS TO FORM:

Heather Stroud, City Attorney

ATTEST:

Susan Blankenship, City Clerk

ATTEST:

Melonie Guttry, Clerk of the Board

Resolution 2025-XXX

Adopted by City of South Lake Tahoe City Council

August 12, 2025

Acceptance of South Tahoe Public Utility District Reimbursement Agreement for the Rockwood to Blackwood Drainage Improvements Project

BACKGROUND:

A. The Project (EIP# 01.01.01.0184) is included on the priority list for watershed and water quality improvement projects within the Lake Tahoe basin.

B. On November 5, 2024, City Council awarded the Rockwood to Blackwood Drainage Improvements Project to FW Carson Co. ($1,750,421.00) and approved a 10% construction contingency ($175,042.10).

C. The Reimbursement Agreement for the Rockwood to Blackwood Drainage Improvements Project is $59,728.75, which includes the bid items to be reimbursed at estimated bid quantities with a contingency for changes in quantity. The final reimbursed value may be less due to final payment quantities which will be determined at the end of the project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Authorizes and directs the Mayor Pro Tem to execute the South Tahoe Public Utility District reimbursement agreement in an amount up to $59,728.75 for the Rockwood to Blackwood Drainage Improvements Project.
2. Authorizes the Director of Finance to amend Fiscal Year 2024-2025 budget as described below, and to invoice the District for an overall not to exceed amount up to $59,728.75.

REVENUE:

301-40051-33313	South Tahoe Public Utility District	(-)	$59,728.75

EXPENDITURE:

301-40051-48030	Rockwood to Blackwood Drainage Improvements Project	(+)	$59,728.75

Adopted by the City Council of the City of South Lake Tahoe on August 12, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date: _____
Cody Bass, Mayor Pro Tem

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 10

Agenda Item: Reimbursement Agreements with South Tahoe Public Utility District for the Tahoe Valley Stormwater and Greenbelt Improvement Project

Executive Summary: The Tahoe Valley Stormwater and Greenbelt Improvement Project is a vital community and environmental improvement project. Based on feedback from the public received during the Area Plan process, and subsequent design meetings and public survey for the Greenbelt area, the project has been developed to provide the benefits requested by the community and stakeholders, including drainage, water quality, public space, new naturalized play structures, and improved active transportation paths. Due to the size and diversity of the overall project, the City split it into two phases to secure funding from a variety of eligible and applicable funding sources. Both phases are currently under construction. Because the South Tahoe Public Utility District (District) owns and maintains sanitary sewer and potable water utility facilities within the projectsâ€™ limits that require relocation and/or modifications to accommodate the Cityâ€™s projectsâ€™ improvements, the City has been coordinating with the District and the District agrees to pay the City for the approved work outlined in the reimbursement agreements (Attachment 03 and 04). The Districtâ€™s Board approved two reimbursement agreements for the Tahoe Valley Stormwater and Greenbelt Improvement Project, one for Phase 1 and one for Phase 2, at their May 1, 2025 Board meeting. The Public Works Department recommends acceptance of both District Reimbursements for this project.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor Pro Tem to execute the South Tahoe Public Utility District reimbursement agreements in amounts up to $326,561.25 for the Phase 1 Project and up to $112,862.50 for the Phase 2 Project; and authorizing the Director of Finance to amend Fiscal Year 2024-2025 budget, and to invoice the District for an overall not to exceed amount of $439,423.75.

Responsible Staff Member: Brianna Greenlaw, Associate Civil Engineer

Reviewed and Approved By: Anush Nejad, Director of Public Works Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - STPUD Reimbursement Agreements.docx
02-Project Area Map
03-STPUD Reimbursement Agreement Phase 1 (Exh. A to Reso)
04-Reimbursement Agreement Phase 2 (Exh. B to Reso)
05-Resolution - STPUD Reimbursement.doc

City of South Lake Tahoe
Report to City Council

Meeting Date: August 12, 2025

Title: Reimbursement Agreements with South Tahoe Public Utility District for the Tahoe Valley Stormwater and Greenbelt Improvement Project

Location: Tahoe Valley Drainage Watershed

Responsible Staff Member: Brianna Greenlaw, Associate Civil Engineer

Background: The Tahoe Valley Stormwater and Greenbelt Improvement Project is a vital community and environmental improvement project. Based on feedback from the public received during the Area Plan process, and subsequent design meetings and public survey for the Greenbelt area, the project has been developed to provide the benefits requested by the community and stakeholders, including drainage, water quality, public space, new naturalized play structures, and improved active transportation paths.

Due to the size and diversity of the overall project, the City split it into two phases to secure funding from a variety of eligible and applicable funding sources. Both phases are currently under construction.

1. Phase 1 consists of stormwater and water quality improvement work within the Bonanza neighborhood and downstream of James Avenue at 3rd Street to Tahoe Keys Blvd.
2. Phase 2 consists of the Central Greenbelt Area (behind the Crossings) spanning between Emerald Bay Road at B Street down to Highway 50 at 4th Street.

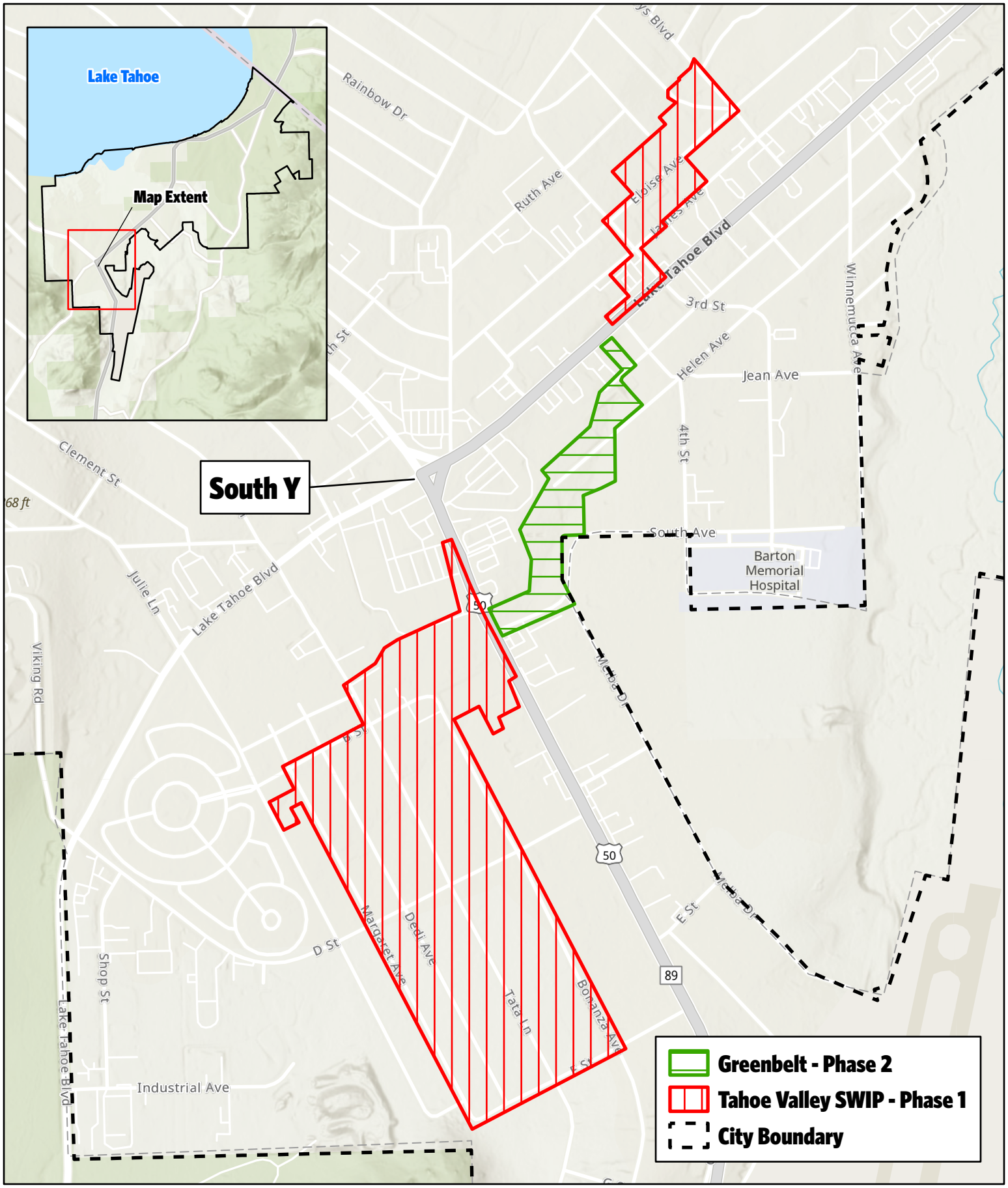
Issue and Discussion: The City secured funding, prepared contract documents, advertised, awarded, and has been administering construction contracts for both the Phase 1 and Phase 2 projects. On August 23, 2022, City Council awarded the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 1 to Herback General Engineering ($6,688,511.36) and approved a 10% construction contingency ($688,852). On December 10, 2024, City Council awarded the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 2 to Herback General Engineering ($6,754,601.95) and approved a 10% construction continency ($675,460.20).

Because the South Tahoe Public Utility District (District) owns and maintains sanitary sewer and potable water utility facilities within the projects' limits that require relocation and/or modifications to accommodate the City's projects' improvements, the City has been coordinating with the District and the District agrees to pay the City for the approved work outlined in the reimbursement agreements (Attachments 03 and 04). The District's Board approved two reimbursement agreements for the Tahoe Valley Stormwater and Greenbelt Improvement Project, one for Phase 1 and one for Phase 2, at their May 1, 2025 Board meeting.

Financial Implications: The Reimbursement Agreement for Phase 1 of the Tahoe Valley Stormwater and Greenbelt Improvement Project is $326,561.25, which includes the bid items to be reimbursed at estimated bid quantities with a contingency for changes in quantity. The Reimbursement Agreement for Phase 2 of the Tahoe Valley Stormwater and Greenbelt Improvement Project is $112,862.50, which includes the bid items to be reimbursed at estimated bid quantities with a contingency for changes in quantity. The final reimbursed values may be less due to final payment quantities which will be determined at the end of each phase of the project. The Public Works Department recommends acceptance of both District Reimbursements for this project.

Environmental Considerations: The Planning Commission adopted the CEQA, Mitigated Negative Declaration on May 9, 2019, SCH# 20190292152. Addendum No. 1 adding the basin and associated improvements at the corner of 4th Street and Barton Avenue was adopted by the Planning Commission on February 20, 2025.

Policy Implications: Completing project improvements will assist with advancing the City Council Strategic Priority, ***Protect the Natural Environment***, by meeting the sediment and nutrient reductions mandated by the Lake Tahoe Total Maximum Daily Load (TMDL) program. Fulfilling mandated TMDL reduction goals will assist with maximizing residential housing allocations under TRPA Code section 50.5.2.E.2 (Distribution and Administration of Residential Allocations – TMDL Implementation). It also advances the City Council Strategic Priority, ***Recreation and Equitable Access for All***, by facilitating implementation of trail infrastructure prioritizing the connection of bicycle and walking trails, from neighborhoods near the Greenbelt to the South Y commercial area and beyond.



CITY OF SOUTH LAKE TAHOE

Tahoe Valley Stormwater Improvement Project Area Map

Public Works Department - Engineering

N

0 400 700 1,000 1,000 Feet

1207

Path: \\gis\share\Projects\PublicWorks\Engineering\TahoeValleyGreenbelt\TahoeValleyGreenbelt.aprx | Project Area Map | Date Exported: 9/27/2022

Reimbursement Agreement
Between
City of South Lake Tahoe &
South Tahoe Public Utility District

This AGREEMENT, entered into effect on _____, is between the City of South Lake Tahoe, a municipality of the State of California, referred to herein as "CITY," and the South Tahoe Public Utility District, referred to herein as "DISTRICT."

Recitals

1. CITY secured funding, prepared contract documents, advertised, awarded and has been administering a construction contract for the approved work, to be completed by the lowest responsible bidder, for installation of improvements for the TAHOE VALLEY STORMWATER & GREENBELT IMPROVEMENT PROJECT, PHASE 1 PWC #301-40030-01, referred to herein as "PROJECT." The project limits consists of the following area(s): Tahoe Valley Neighborhood, Barton Neighborhood, Sky Meadows Neighborhood.

2. DISTRICT owns and maintains sanitary sewer and potable water utility facilities with surface completions (valve boxes and sewer manholes), sanitary sewer service lines, and potable water service lines within the limits of the PROJECT which require relocation and modifications to accommodate the PROJECT improvements, while continuing to meet their intended purpose as water and sewer utilities in conformance with applicable regulations, as shown on the PROJECT plans, identified by bid items, and referred to herein as "WORK."

3. DISTRICT hereby acknowledges review of PROJECT plans and contract specifications for the WORK and agrees in principal to the construction in the manner proposed.

4. DISTRICT agrees to pay the CITY for the approved WORK, on the basis of identified bid items for the PROJECT, which are incorporated by this reference and noted herein to this Agreement.

5. DISTRICT agrees to make payment to the CITY for the WORK performed on behalf of the DISTRICT.

6. The terms of this Agreement shall supersede any inconsistent terms of any prior agreement or Memorandum of Understanding relating to the WORK.

7. The parties define herein below the terms and conditions under which the WORK is to be financed, constructed, owned, operated, and maintained.

I. CITY Agrees:

1. To perform the WORK in accordance with the PROJECT plans in order to achieve its intended purpose.

2. All WORK performed by CITY or on its behalf by a licensed contractor, shall be monitored for compliance with the PROJECT plans and contract specifications by CITY personnel or CITY's designated representative.

3. To permit DISTRICT personnel to monitor, participate, and perform any additional quality assurance measures as deemed necessary for compliance of the WORK with DISTRICT standards and practices.

4. Upon completion of the WORK and all work incidental thereto, to furnish the DISTRICT with a detailed statement of construction costs, including specific location of each unit being charged, the basis of which is identified bid items for the PROJECT subject to reimbursement from the DISTRICT

5. To the extent that the guarantees or bonds required by the CITY's contracts for the PROJECT pertain to the WORK, the CITY agrees to enforce its rights thereunder in order to protect the DISTRICT'S interests in the sanitary sewer and potable water utility facilities.

6. After completion of the WORK, the CITY agrees to enforce any contractor or product manufacturer warranties or guarantees for the portion of the WORK that the CITY is performing for the DISTRICT for the benefit of the DISTRICT.

7. Neither DISTRICT nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT. It is understood and agreed that CITY shall fully defend, indemnify, and save harmless DISTRICT and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability incurring by reason of anything done or omitted to be done by CITY under this AGREEMENT.

II. DISTRICT Agrees:

1. To reimburse the CITY for the WORK performed, as shown on the PROJECT plans as well as any additional relocation or modifications to the DISTRICT'S sanitary sewer and potable water utility systems that is found necessary during construction that is first approved in writing by the DISTRICT.

2. The reimbursement payment to the CITY will be within 30 days of receipt of a detailed statement of construction costs for the WORK; subsequent to final acceptance of the WORK by the DISTRICT and payment for the WORK by the CITY to its contractor.

3. To perform, at no cost to CITY, any additional quality assurance measures as DISTRICT deems necessary, beyond that which is currently scheduled for and identified in the PROJECT plans and contract specifications.

4. To accept ownership of the completed constructed WORK, operate and maintain the constructed facilities as part of the DISTRICT sanitary sewer and potable water utility systems.

5. Neither CITY nor any officer of employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT. It is understood and agreed that DISTRICT shall fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, and other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this AGREEMENT.

III. Mutually Agreed:

1. Upon completion of the WORK to be performed by CITY in accordance with the PROJECT plans and contract specifications, the new sanitary sewer and potable water utilities shall become the property of the DISTRICT. Deviations from the PROJECT plans and contract specifications for the WORK, initiated by either the CITY or DISTRICT, shall be agreed upon by both parties hereto by Amendment.

2. Modifications to the WORK shall be mutually agreed upon by the parties to this Agreement and memorialized in an Amendment to this Agreement.

3. If the PROJECT, which precipitated this Agreement, is canceled or modified so as to eliminate the necessity of the WORK; the CITY will notify DISTRICT in writing and either party may then terminate this Agreement. The DISTRICT shall reimburse the CITY for any portion of the WORK completed prior to termination.

4. The CITY agrees to pay the contractor for work completed on the identified bid items, which are incorporated by this reference as the WORK, subject to reimbursement from the DISTRICT. Any changes in quantities of the bid items shall be agreed to by both the CITY and DISTRICT. The DISTRICT Staff is authorized without Amendment to approve up to 125% of the total WORK of the identified bid items herein which are based on the Unit Cost contract price for lowest responsible bidder for the PROJECT.

5. That the parties will be relieved of their respective duties and obligations hereunder if performance of this Agreement is prevented by the elements, natural disaster or acts of God, or if they are ordered or enjoined from performing hereunder by any court or regulatory agency having jurisdiction. Either party may discontinue performance of its duties and obligations hereunder if the other party breaches any term or condition of this Agreement.

6. That the PROJECT bid items (by No.) representing the WORK are as follows, excluding storm drain, gas or any other miscellaneous boxes:

STPUD Reimbursable Items in TAHOE VALLEY STORMWATER & GREENBELT IMPROVEMENT PROJECT, PHASE 1

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	ESTIMATED BID QTY	UNIT BID PRICE	BID ITEM TOTAL
15	Adjust Minor Utility Box/Manhole Covers to FG (e.g. meter box, valve can, pull box, manholes)	EA	50	$995.00	$49,750.00
17	Utility Service Lateral Replacement (by contractor) - Ex. 3/4-inch Domestic Water Service Lateral (STPUD)	EA	20	$4,620.00	$92,400.00
18	Utility Service Lateral Replacement (by contractor) - Ex. 1-inch Domestic Water Service Lateral (STPUD)	EA	5	$4,870.00	$24,350.00
19	Utility Service Lateral Replacement (by contractor) - Ex. 2-inch Domestic Water Service Lateral (STPUD)	EA	5	$5,300.00	$26,500.00
CCO#7	Water Main Vertical Offsets – Dedi Ave. 6" Main & Bonanza Ave. 8" Main	LS	1	$44,960.00	$44,960.00
CCO#8	Water Main Vertical Offset – Eloise Ave. 8" Main	LS	1	$23,289.00	$23,289.00

Contingency for changes in quantity (25%)	$65,312.25
Maximum authorized reimbursement	**$326,561.25**

IV General Provisions

1. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

2. If to CITY:

   Anush Nejad
   Director of Public Works
   City of South Lake Tahoe
   1740 D. Street
   South Lake Tahoe, CA 96150

   Provide a copy to:

   City Attorney
   City of South Lake Tahoe
   1901 Lisa Maloff Way, Suite 300
   South Lake Tahoe, CA 96150

   If to DISTRICT

   South Tahoe Public Utility District
   Attn: Paul Hughes, General Manager
   1275 Meadow Crest Drive
   South Lake Tahoe, CA 96150

3. No Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

4. Dispute Resolution. The parties to this Agreement agree that their respective staffs shall meet and confer in good faith for the purposes of resolving any dispute under this Agreement. If the meet and confer between staff is unsuccessful to resolve the dispute, the CITY Manager and the DISTRICT General Manager shall then meet and confer in attempt to resolve the dispute. If the dispute is still not resolved, either party may file an action in court.

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6. Amendments. This Agreement may be modified or amended only by a written document executed by both DISTRICT and CITY and approved as to form by the City Attorney.

7. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

8. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between DISTRICT and CITY. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

9. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Tamara Wallace, Mayor
City of South Lake Tahoe

Paul Hughes, General Manager
South Tahoe Public Utility District

APPROVED AS TO FORM:

Heather Stroud, City Attorney

ATTEST:

Susan Blankenship, City Clerk

ATTEST:

Melonie Guttry, Clerk of the Board

Reimbursement Agreement
Between
City of South Lake Tahoe &
South Tahoe Public Utility District

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Recitals

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2. DISTRICT owns and maintains sanitary sewer and potable water utility facilities with surface completions (valve boxes and sewer manholes), sanitary sewer service lines, and potable water service lines within the limits of the PROJECT which require relocation and modifications to accommodate the PROJECT improvements, while continuing to meet their intended purpose as water and sewer utilities in conformance with applicable regulations, as shown on the PROJECT plans, identified by bid items, and referred to herein as "WORK."

3. DISTRICT hereby acknowledges review of PROJECT plans and contract specifications for the WORK and agrees in principal to the construction in the manner proposed.

4. DISTRICT agrees to pay the CITY for the approved WORK, on the basis of identified bid items for the PROJECT, which are incorporated by this reference and noted herein to this Agreement.

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7. Neither DISTRICT nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT. It is understood and agreed that CITY shall fully defend, indemnify, and save harmless DISTRICT and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability incurring by reason of anything done or omitted to be done by CITY under this AGREEMENT.

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3. To perform, at no cost to CITY, any additional quality assurance measures as DISTRICT deems necessary, beyond that which is currently scheduled for and identified in the PROJECT plans and contract specifications.

4. To accept ownership of the completed constructed WORK, operate and maintain the constructed facilities as part of the DISTRICT sanitary sewer and potable water utility systems.

5. Neither CITY nor any officer of employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT. It is understood and agreed that DISTRICT shall fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, and other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this AGREEMENT.

III. Mutually Agreed:

1. Upon completion of the WORK to be performed by CITY in accordance with the PROJECT plans and contract specifications, the new sanitary sewer and potable water utilities shall become the property of the DISTRICT. Deviations from the PROJECT plans and contract specifications for the WORK, initiated by either the CITY or DISTRICT, shall be agreed upon by both parties hereto by Amendment.

2. Modifications to the WORK shall be mutually agreed upon by the parties to this Agreement and memorialized in an Amendment to this Agreement.

3. If the PROJECT, which precipitated this Agreement, is canceled or modified so as to eliminate the necessity of the WORK; the CITY will notify DISTRICT in writing and either party may then terminate

this Agreement. The DISTRICT shall reimburse the CITY for any portion of the WORK completed prior to termination.

4. The CITY agrees to pay the contractor for work completed on the identified bid items, which are incorporated by this reference as the WORK, subject to reimbursement from the DISTRICT. Any changes in quantities of the bid items shall be agreed to by both the CITY and DISTRICT. The DISTRICT Staff is authorized without Amendment to approve up to 125% of the total WORK of the identified bid items herein which are based on the Unit Cost contract price for lowest responsible bidder for the PROJECT.

5. That the parties will be relieved of their respective duties and obligations hereunder if performance of this Agreement is prevented by the elements, natural disaster or acts of God, or if they are ordered or enjoined from performing hereunder by any court or regulatory agency having jurisdiction. Either party may discontinue performance of its duties and obligations hereunder if the other party breaches any term or condition of this Agreement.

6. That the PROJECT bid items (by No.) representing the WORK are as follows, excluding storm drain, gas or any other miscellaneous boxes:

STPUD Reimbursable Items in TAHOE VALLEY STORMWATER & GREENBELT IMPROVEMENT PROJECT, PHASE 2					
BID ITEM NO.	**BID ITEM DESCRIPTION**	**UNIT**	**ESTIMATED BID QTY**	**UNIT BID PRICE**	**BID ITEM TOTAL**
26	Adjust Minor Utility Vault to FG (e.g. junction vault top, frame and cover) – [As Directed or Authorized]	EA	8	$1,135	$9,080
27	Adjust Major Utility Vault to FG (e.g. junction vault top, frame and cover) – [As Directed or Authorized]	EA	1	$2,660	$2,660
29	Utility Service Lateral Replacement (by contractor) – Ex. Domestic Water Service Lateral (STPUD) – [As Directed or Authorized]	EA	2	$3,515	$7,030
31	Water Main Extension/Vertical Offset (by contractor) – 12" C900 Water Main, Fittings, and Valves – [STPUD – As Directed]	EA	1	$49,300	$49,300
32	Water Main Replacement/Inter-Tie (by contractor) – Reconnect Ex. 6" and 4" Water Mains, Fittings, and Valves [STPUD – As Directed]	EA	1	$22,220	$22,220

Contingency for changes in quantity (25%)	$22,572.50
Maximum authorized reimbursement	**$112,862.50**

IV General Provisions

1. Notices. Any notice required to be given under this Agreement shall be in writing and either served

personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

2. If to CITY: Anush Nejad
Director of Public Works
City of South Lake Tahoe
1740 D. Street
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to DISTRICT South Tahoe Public Utility District
Attn: Paul Hughes, General Manager
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

3. No Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

4. Dispute Resolution. The parties to this Agreement agree that their respective staffs shall meet and confer in good faith for the purposes of resolving any dispute under this Agreement. If the meet and confer between staff is unsuccessful to resolve the dispute, the CITY Manager and the DISTRICT General Manager shall then meet and confer in attempt to resolve the dispute. If the dispute is still not resolved, either party may file an action in court.

5. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

6. Amendments. This Agreement may be modified or amended only by a written document executed by both DISTRICT and CITY and approved as to form by the City Attorney.

7. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

8. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between DISTRICT and CITY. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

9. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

10. Authority to Enter Agreement. CITY and DISTRICT have all requisite power and authority to conduct its business and to execute, deliver, and perform the WORK defined in this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

11. No Third party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party to this Agreement and the parties expressly disclaim any such third-party benefit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Tamara Wallace, Mayor
City of South Lake Tahoe

Paul Hughes, General Manager
South Tahoe Public Utility District

APPROVED AS TO FORM:

Heather Stroud, City Attorney

ATTEST:

Susan Blankenship, City Clerk

ATTEST:

Melonie Guttry

Melonie Guttry, Clerk of the Board

Resolution 2025-XXX

Adopted by City of South Lake Tahoe City Council

August 12, 2025

Acceptance of South Tahoe Public Utility District Reimbursement Agreements for Phases 1 and 2 of the Tahoe Valley Stormwater and Greenbelt Improvement Project

BACKGROUND:

A. The Project (EIP# 01.01.01.0033) is included on the priority list for watershed and water quality improvement projects within the Lake Tahoe basin.

B. On August 23, 2022, City Council awarded the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 1 to Herback General Engineering ($6,688,511.36) and approved a 10% construction contingency ($688,852).

C. On December 10, 2024, City Council awarded the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 2 to Herback General Engineering ($6,754,601.95) and approved a 10% construction continency ($675,460.20).

D. The Reimbursement Agreement for Phase 1 of the Tahoe Valley Stormwater and Greenbelt Improvement Project is $326,561.25, which includes the bid items to be reimbursed at estimated bid quantities with a contingency for changes in quantity. The Reimbursement Agreement for Phase 2 of the Tahoe Valley Stormwater and Greenbelt Improvement Project is $112,862.50, which includes the bid items to be reimbursed at estimated bid quantities with a contingency for changes in quantity. The final reimbursed values may be less due to final payment quantities which will be determined at the end of each phase of the project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Authorizes and directs the Mayor Pro Tem to execute the South Tahoe Public Utility District reimbursement agreements in amounts up to $326,561.25 for the Phase 1 Project and up to $112,862.50 for the Phase 2 Project, which are attached hereto as Exhibits “A” and “B.”
2. Authorizes the Director of Finance to amend Fiscal Year 2024-2025 budget as described below, and to invoice the District for an overall not to exceed amount of $439,423.75.

REVENUE:

301-40030-33313	South Tahoe Public Utility District	(-)	$439,423.75

EXPENDITURE:

301-40030-48030	Tahoe Valley Stormwater and Greenbelt Improvement Project	(+)	$439,423.75

Adopted by the City Council of the City of South Lake Tahoe on August 12, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date: _____
Cody Bass, Mayor Pro Tem

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 11

Agenda Item: Financial Policy Amendments Regarding Procurement, Grant Funding and Compliance, Preserving Capital Investments, Unclaimed Check, and New Financial Policy - Fraud Waste and Abuse

Executive Summary: Financial policies that are up to date with current laws, governmental accounting standards and compliance are essential to the prudent financial management of the Cityâ€™s assets and resources. Staff recommends amendments to the Procurement Policy and Procedures, Grant Funding and Compliance Policy, Preserving Capital Investments Policy, and Unclaimed Check Policy to streamline efficiencies and update policies to reflect the requirements of current laws and regulations. The purpose of the proposed Fraud Waste and Abuse Policy is to create a deterrent by defining fraud, waste, and abuse and the consequences of such actions.

Requested Action / Suggested Motions: Pass a Resolution amending financial policies regarding Procurement, Grant Funding and Compliance, Preserving Capital Investments, Unclaimed Check, and adopting New Financial Policy - Fraud Waste and Abuse.

Responsible Staff Member: Andrew Black, Financial Services Supervisor, Lori Marino, Principal Management Analyst

Reviewed and Approved By: Olga Tikhomirova, Finance Director Susan Blankenship, City Clerk Heather Stroud, City Attorney

Attachments:

01-Staff Report - Financial Policy Amendments.docx
02-Resolution - Financial Policy Amendments.docx
03- CSLT Procurement Policy Redline.pdf
04- CSLT Procurement Policy (Exh. A to Reso).pdf
05- CSLT Grant Funding Compliance Policy Redline.pdf
06- CSLT Grant Funding Compliance (Exh. B to Reso).pdf
07- CSLT Preserving Capital Investments Redline.pdf
08- CSLT Preserving Capital Investments (Exh. C to Reso).pdf
09- CSLT Unclaimed Check Redline.pdf
10- CSLT Unclaimed Check (Exh. D to Reso).pdf
11- CSLT Fraud, Waste, and Abuse Policy (Exh E to Reso).pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 12, 2025

Title: Financial Policy Amendments Regarding Procurement, Grant Funding and Compliance, Preserving Capital Investments, Unclaimed Check, and New Financial Policy – Fraud Waste and Abuse

Location: Citywide

Responsible Staff Member: Andrew Black, Financial Services Supervisor
Lori Marino, Principal Management Analyst
Olga Tikhomirova, Director of Finance

Background: The City Council adopted the City of South Lake Tahoe Comprehensive Financial Policies in July 2005. Each year the policies are reviewed, and necessary amendments, or new policies are presented to the City Council for adoption.

Issue and Discussion: The following policy amendments and additions are recommended:

- **Procurement Policies and Procedures:** Amendments to this policy now incorporate provisions for reporting and addressing "Fraud, Waste, and Abuse," along with associated disciplinary actions, in line with the newly proposed policy. The section on "Authorized versus Unauthorized" purchases has been expanded, including details on the ratification process for unauthorized purchases. Vendor invoice requirements have been clarified, and new definitions and examples are provided for Contract Amendments, Renewals, and Change Orders. Additionally, the policy now specifies approval requirements for purchasing vehicles and vehicles equipment.

- **Grant Funding and Compliance Policy**: The proposed updates to this policy add provisions for reporting and addressing "Fraud, Waste, and Abuse," including related disciplinary actions, to align with the new recommended policy. Additionally, the updates highlight the requirement that Grant Award Contracts be attached to the Staff Report documentation submitted for approval of the award and the allocation of funding into the city budget.

- **Preserving Capital Investments Policy:** Amendments to this policy include clarifications regarding the donation of surplus City assets, allowing these items to be given to eligible public agencies or tax-exempt charitable groups if the assets are deemed to have no remaining value or municipal use.

- **Unclaimed Check Policy**: The proposed policy updates involve minor changes, such as substituting 'Administrative Services Department' with 'Finance Department' and revising the physical address and website link. Other updates include modifying the sample resolution in Exhibit IV and incorporating revisions to Government Code 50050 that took

effect on January 1, 2022.

The proposed new policy, recommended by grant auditors, was developed to clearly define fraud, waste, and abuse and to outline the consequences of these actions, thereby serving as a deterrent.

- **Fraud, Waste, and Abuse Policy:** This policy aims to enhance the City's overall integrity, transparency, and efficiency by promoting responsible fiscal management and upholding an ethical environment. Its objective is to provide a confidential means for City employees, residents, officials, and other concerned individuals to report suspected wrongdoing or violations of applicable federal or State laws and regulations relating to fraud, waste, and abuse.

Financial Implications: Financial Policies that are up to date with current laws, governmental accounting standards and compliance are essential to the prudent financial management of the City's assets and resources.

Environmental Considerations: These policy additions and amendments are not a project subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b) (general policy and procedure making).

Policy Implications: The overall impact of financial policies is to strengthen and preserve the City's financial position and fiscal health as well as maintain the highest level of ethics in the stewardship of public funds.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

August 12, 2025

Approving Financial Policy Amendments Regarding Procurement, Grant Funding and Compliance, Preserving Capital Investments, Unclaimed Check, and New Financial Policy – Fraud Waste and Abuse

BACKGROUND

A. The City of South Lake Tahoe City Council approves and adopts Financial Policies to support the City's financial operations and ensure its fiscal health; and

B. Financial Policies require amendments from time to time to ensure compliance with the requirements set forth in Federal and State law; Generally Accepted Accounting Principles (GAAP) and City Code; and

C. Amendments to the Procurement Policy, Grant Funding and Compliance Policy, Preserving Capital Investments Policy, and Unclaimed Check Policy have been presented to the City Council for review and described in the staff report; and

D. New policy, Fraud Waste and Abuse, has been created to provide a deterrent by defining fraud, waste, and abuse and the consequences of such actions.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED that the City Council of the City of South Lake Tahoe:

1. Approves the amendments and updates as described in the Financial Policies- Procurement Policies and Procedures (attached hereto as Exhibit A), Grant Funding and Compliance (attached hereto as Exhibit B), Preserving Capital Investments (attached hereto as Exhibit C), Unclaimed Check (attached hereto as Exhibit D); and

2. Adopts the New Financial Policy – Fraud Waste and Abuse Policy dated August 2025 (attached hereto as Exhibit E).

Adopted by the City of South Lake Tahoe City Council on August 12, 2025 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date: _____
Cody Bass, Mayor Pro-Tem

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

FINANCIAL MANAGEMENT PROCUREMENT POLICY

These guidelines establish the basic policies and procedures for the procurement of goods and services in accordance with City Ordinance Adopted and Approved by the City Council August 123, 20254. Procedures are drafted by the Finance Dept. in coordination with the City Attorney and City Manager's office. All City employees responsible for the procurement of goods and services while conducting City business are responsible for knowing and following this policy.

Quick Guide to Purchasing

Dollar limit	For Materials, Supplies, Equipment & Services	Forms Required	Approval Authority
$0 $9,999	Discretionary purchases: no competitive bid required. Purchase using Cal Card, or vendor invoice- signed, with **account number. ALL services performed by an outside vendor at a city-owned property require a Purchase Order or PSA.**	Signed invoice or e-mail approval with acct. number PO for service	Supervisor/ Designated Purchaser
$10,000 – $29,999	Requires 3 informal quotes, cooperative contract, or Sole Source Justification form. Purchase using approved vendor invoice, or PO with budgeted account number. *__ALL services performed by an outside vendor require a Purchase Order or Professional Services Agreement. Executed written contracts and PSA's over $10K need to be sent to City Clerk.__	3-Quotes or Sole Source form, Co-op contract#, PO, or invoice w/ acct#	Department Head
$30,000 – $59,999	Requires 3 informal quotes, co-op contract, or Sole Source Justification form. Provide budgeted account number and proper signing authority. *__ALL services and purchases of goods at this threshold require a PO and/or written contract approved by Dept. Head & City Manager__. __Executed copies need to be sent to City Clerk.__	All above + PO, PSA/ or Purchase Agreement	Department Head and City Manager
$60,000 +	Requires Formal Bid process with City Council approval. **All services and purchases of goods require a written contract approved by the City Attorney's office as well as City Council approval.** __Executed copies sent to City Clerk.__	All above + - RFP or BID -Staff report	City Council Award- invoices signed by DH, CM

NOTE: ALL construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting and repair work involving **ANY publicly owned, leased, or operated facility** is considered a **Public Project** and is subject to the City's Public Works Code and the Uniform Public Construction Cost Accounting Act." (City Code SLTCC § 3.45, Article II). **Contact the Public Works Department (ext. 6034) for further direction prior to engaging in any of these activities.**

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1. GENERAL STANDARDS

The City's Purchasing Ordinance (SLTCC § 3.45) and Procurement Policy are in place as guideline to ensure materials and services are purchased in a legal and cost-effective manner. The purchasing functions are decentralized, with each Department/Division responsible for procuring their own goods, services, and contracts, as well asnd maintaining compliance with City policies and procedures. Employees and City Officials are responsible for exercising good judgment in requesting, approving, and procuring goods, services, and contracts on behalf of the City of South Lake Tahoe to provide prudent stewardship of public funds and City resources.

Adoption and Implementation: The City Council is responsible for adopting the City's Purchasing Ordinance and Procurement Policy and approving significant policy revisions. The City Manager, or his/her designee, is responsible for developing administrative procedures to implement this

policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts.

Public Records Requirement: All documents related to City procurement are public records and may be subject to disclosure under the California Public Records Act (Government Code §6250-6270).

1.1 CODE OF CONDUCT OVERVIEW

All employees are responsible for impartially assuring fair competitive access to city procurement opportunities by responsible suppliers, vendors, and contractors. In addition, all employees and city officials shall conduct themselves in a manner that avoids any impropriety, or appearance of impropriety, and fosters the highest level of public confidence in the integrity of the City of South Lake Tahoe procurement process.

~~1.1~~ *Code of Ethics~~ODE OF ETHICS~~*

Public employees and officials shall act in good faith to perform their duties ensuring fair and equitable treatment of all persons dealing with government procurement; to foster public confidence in the integrity of the procurement process; and to ensure the appropriate application of purchasing ethics. When engaging in procurement, any person employed by the City of South Lake Tahoe, or vendors and third parties doing business with the City of South Lake Tahoe, shall be bound by this code of ethics, including but not limited to the following:

1. Avoid the intent and appearance of unethical behavior or fraudulent practices.~~;~~
2. Diligently follow the procurement laws, rules, and procedures.~~;~~
3. Refrain from any activity that would create a conflict between personal interests and the interests of the City.~~;~~
4. Identify and eliminate any conflicts of interest.~~;~~
5. Avoid soliciting or accepting money, loans, credits, discounts, favors, gifts, or services from present or potential suppliers which may influence or appear to influence purchasing decisions.~~;~~
6. Ensure that all persons are afforded equal opportunity to compete in a fair and open environment.~~, and;~~
7. Encourage any person, including any actual or prospective bidder, offeror, contractor, or business to act in good faith to practice purchasing ethics, and display business integrity as a responsible offeror.

~~1.2~~ *Conflict of Interest~~onflict~~ ~~of Interest~~*

Any officer or employee of the City acting or appearing to act on behalf of someone other than the City; or in carrying out duties has or appears to have a self-interest from which a personal profit or gain is realized or that is actually or potentially adverse to the best interests of the City is displaying a "conflict of interest".

No officer or employee of the City shall have any interest, financial or otherwise, direct, or indirect, or have any arrangement that may reasonably be expected to bias the procurement process or influence the bidding and purchasing of goods, services, or public projects. Officials and employees of the City shall avoid any action that might result in, or create the appearance of:

- Using his or her official position for private gain
- Giving preferential treatment to any person or organization
- Losing complete independence or impartiality
- Making an official decision outside official channels
- Adversely affecting public confidence in the City and the procurement process
- Or any other Conflict of Interest, real or perceived

Accepting Gifts and Gratuities

No city employee or official, shall solicit, demand, accept or agree to accept a gift of goods or services, payment, loan, advance, deposit of money, or employment offer presented, promised in return for, or in anticipation of favorable consideration in a city procurement. Nor should any city employee or official accept any meals, lodging, transportation, favor, hospitality, or any other thing of value from anyone who is doing or seeking to do business with the City of South Lake Tahoe.

Avoid Making a Gift of Public Funds

The Constitution of the State of California prohibits any gift of public funds. All expenditures of public funds must support the Departments' function, purpose, and provide benefit to the City. This prohibition extends to any advance payments or pre-payments made to a contractor before work has been performed or before all goods or services have been accepted per CA Government Code, Section 19990. This does not apply to Mobilization costs for Public Construction Contracts.

Fraud, Waste, and Abuse

The City of South Lake Tahoe is dedicated to safeguarding its revenue, property, information, and other assets from any deceitful attempts by members of the public, recipients of city funds, contractors, vendors, agents, employees, and city officials to gain unauthorized benefits. All employees and city officials are responsible for the detection, reporting and prevention of fraud, misappropriations and other misuse. Accordingly, it is the policy of the City to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the City and, when appropriate, pursue legal remedies available under the law. Additional information, examples, procedures, and disciplinary actions can be found in the City's Financial Policies, Fraud, Waste, and Abuse Policy approved by City Council in August 2025.

Reporting Hotline

Employees can report complaints, suspicions, or violations of any code of conduct policy, directly to their Supervisor, Department Head, Human Resources, or they can report via the city Hotline. The Hotline is available 24 hours per day and can be anonymous, or the employees can identify

themselves. **The Hotline number is (800) 576-5262; South Lake Tahoe organization code is 10060.**

California Whistleblower Protection Act

It is the public policy of the State of California to encourage employees to notify an appropriate government or law enforcement agency, person with authority over the employee, or another employee with authority to investigate, discover, or correct the violation or noncompliance, and to provide information to and testify before a public body conducting an investigation, hearing or inquiry, when they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a local, state or federal rule or regulation. Employees will be granted Whistle-Blower protection when acting in accordance with this policy. When an employee provides information about a suspected impropriety, neither the City nor any person acting on behalf of the City shall dismiss or threaten to dismiss the employee, discipline, suspend or threaten to discipline or suspend the employee, impose any penalty upon the employee or intimidate or coerce the employee.

Disciplinary Actions for Policy Violations

City employees shall abide by and be accountable for the codes of conduct established in this policy. These policies are in accordance with Government General Procurement Standards in the Code of Federal Regulations CFR §200.318(c), as well as State of California Government Code, Section 19990. Policy violations may result in disciplinary actions in accordance with the city's established procedures, consistent with state law and may include, but are not limited to:

1. Disciplinary action, up to and including termination of employment
2. Restitution for all losses, including investigation and legal expenses
3. Forwarding information to the appropriate authorities for criminal prosecution
4. Institution of civil action recover losses

The City of South Lake Tahoe reserves the right to deny approval, purchase, payment, or reimbursement of expenses that are considered fraudulent, lavish, extravagant, or are unsupported by* required *documentation.

~~1.3~~1.2 PUBLIC PROJECTS

ALL construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and repair work involving **ANY** publicly owned, leased, or operated facility is considered a **Public Project** and is subject to the City's Public Works Code and the Uniform Public Construction Cost Accounting Act." **(CUPCCAA)** (City Code SLTCC § 3.45, Article II)

Prequalification: The City may require each prospective bidder for a contract to submit a standardized questionnaire and financial statement in the form specified by the director of public works. The City may establish a process for prequalifying prospective bidders on a quarterly basis,

and a prequalification pursuant to this process shall be valid for one calendar year following the date of initial prequalification. The director of public works is authorized to establish such a quarterly prequalification process. Refer to City Code for bidder appeal process. (City Code SLTCC § 3.45.105)

Director of public works authority for Public Projects: Public project contracts of **$75~~60~~,000** or less may be executed by the director of public works or his or her designee by force account, negotiated contract, or purchase order. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California. This includes contract change orders combined up to this amount. Vendors chosen in this manner must be on the prequalification list.

Informal bidding for Public Projects: Monetary Limit. Public contracts of **$22~~0~~0,000** or less may be executed by the director of public works or his or her designee as well as let to contract by informal procedures as set forth in this section. Contract change orders up to this amount may be approved by the director of public works, so long as the combined amounts are within the approved project budget. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

1. Contractors List: The city shall maintain a contractors list and contractors shall be selected to perform public projects in accordance with the provisions of Public Contract Code Section 22034.
2. Notice Inviting Informal Bids: Not less than 10 calendar days before bids are due, the city will mail notices inviting informal bids to all contractors on the contractors list and/or all trade journals specified in Public Contract Code Section 22034(b).

Formal Competitive Bidding: Public projects of **greater than $22~~0~~0,000** shall be bid in accordance with the procedures set forth in Public Contract Code Section 22037 et seq. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-22)

Lowest Responsible Bidder: Contracts for public projects shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the city may accept the one it chooses. In determining the lowest responsible bidder, the following factors may be considered in addition to price:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
2. The character, integrity, reputation, judgment, experience, efficiency and performance demonstrated in previous contracts or services for the city;
3. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;
4. The ability of the bidder to provide future maintenance for service for the public project. (Ord. 1171 § 1; Ord. 1165 § 1; Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-25)

Design-Build Contracts: The purpose of this section is to authorize and provide guidelines for the award and use of "design-build contracts," which means a public project procurement method in

which both the design and construction of the project are procured from a single entity, in accordance with Public Contract Code Section 22160 et seq. This section shall be effective until January 1, 2025, unless the authorizing statute is extended, in which case this section shall be effective so long as Public Contract Code Section 22160 et seq. is in effect.

1. Design-build procurement may be used for public projects in excess of $1,000,000 consisting of the construction of a building or buildings and improvements directly related thereto and park and recreational facilities, and may not be used for construction of other infrastructure including, but not limited to, streets and highways;
2. Any architectural firm, engineering firm, specialty consultant, or individual retained by the city to assist in the development of plans, designs, performance standards, or the request for proposals shall not be eligible to submit a proposal as a design-build entity or join a design-build team.
3. Refer to City Code SLTCC § 3.45.165 Design-build contracts for additional guidelines when utilizing this method for procurement.

Prevailing Wage Requirements: The payment of prevailing wages is required for maintenance contracts must follow California Department of Industrial Relations (DIR) contractor registration requirements for contractors and their subcontractors. Suitable language regarding this requirement should be in all such contracts. Awarded contracts must be registered with the DIR by designated staff within 30 days of award. Awarding a contract to a contractor who is not registered with the DIR can result in penalties to the City.

Contact the Public Works Department (ext. 6034) for further direction prior to engaging in any activity considered to be a Public Project per definition above.

~~1.4~~1.3 ON-SITE SERVICES

On-Site Service: any repair service, maintenance, professional service, or service of any kind conducted on the property of any city-owned facility or property is subject to the following:

1. Regardless of dollar amount, a Purchase Order (PO), Professional Service Agreement (PSA), or Written Contract must be used for ALL On-Site Services.
2. All written contracts or PSA's must be routed for signature per requirements of this policy.
~~1.~~3. All executed contracts and/or PSA's must be forwarded to the City Clerk for records retention.
~~2.~~4. Cal-Cards are prohibited as a payment for On-Site Services.

~~1.5~~1.4 SPLITTING PURCHASES

***Splitting Purchases Prohibited*:** Pursuant to SLTCC § 3.45.050, it is unlawful to split or separate any public project into smaller work orders or projects for the purpose of circumventing or evading these requirements.

Bifurcation of Purchases: No acquisition of materials, supplies, equipment or services from a single vendor, provider, or contractor shall be accomplished by the issuance of several purchase orders or contracts for portions thereof.

~~1.6~~1.5 SOLE SOURCE PURCHASING

Pursuant to SLTCC § 3.45.060; where an acquisition would otherwise be subject to competitive bidding, the procurement of materials, supplies, equipment, or services from a Sole Source may be permitted only when submitting an approved Sole Source Justification Form (Exhibit B) and one of the following conditions exists:

1. **Proprietary**: The item is available only from a single source; the item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.
2. **Emergency Purchase**: Non-public projects requiring public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, per SLTCC § 3.45.070. Whereas the procedures set forth in this policy would result in hazardous delays, loss to the City, or damage to life, health, safety of citizens, the City Manager may approve the non-competitive purchase of materials, supplies, equipment, or services. For Public Projects, refer City Code § 3.45.180, and Public Contract Code Section 22050.
3. **Sole Source**: After solicitation of several sources, competition is determined inadequate or no other items are known to exist which perform the same function.
4. **Federal Awards**: when purchasing goods or services with Federal Funds where the Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City. (Attach authorization to this form)
5. **Standardization**: The City requires the item(s) to standardize parts, design, quality, etc. *(When using Federal Funds, you must have written authorization from the Federal Awarding agency if claiming sole source for Standardization purposes).*

~~1.7~~1.6 ENVIRONMENTALLY PREFERABLE PRODUCTS

Pursuant to SLTCC § 3.45.080; the city desires to purchase environmentally preferable products that minimize environmental impacts, reduce waste by increasing product efficiency, contain recycled content, and contain U.S. Environmental Protection Agency Energy Star-certified materials whenever economically feasible.

1.7~~8~~ SB 1383 RECOVERED ORGANIC WASTE PRODUCTS

Beginning January 1, 2022, SB 1383 requires cities and counties to procure annually a quantity of recovered organic waste products. These procurement requirements will strengthen California's green, self-sustaining economy. Recovered organic waste products can benefit local communities and spaces, improve soil and air quality, and support local environmental initiatives, such as the City's Climate Action Plan.

~~CalRecycle will assign an annual procurement target to each jurisdiction based on its population. Jurisdictions can fulfill their target by procuring any combination of the following recovered organic waste products where applicable:~~

- ~~Compost~~
- ~~Mulch~~
- ~~Renewable Energy (Transportation Fuel, Heat, and Electricity)~~

The City's Sustainability Coordinator will be responsible for collecting and maintaining the documents needed to support and demonstrate compliance with the SB 1383 regulatory target for recovered organic waste product procurement and the SB 1383 recycled-content paper regulatory requirements.

Pursuant to SB1383 and SLTCC §3.45.080, Departments should use best efforts in procuring and using "recycled organic products" to help the city meet its procurement target by:

1. Coordinating with the Sustainability Coordinator to identify applicable products.
2. Recognize areas in your department that could utilize these products.
3. Provide invoice copies to Sustainability Coordinator for tracking and reporting.

1.8~~9~~ COOPERATIVE PURCHASING

Where another governmental agency performs a solicitation and/or bid process for the City and/or multiple agencies or jurisdictions, and where the purchase of materials, supplies and equipment is based upon an agreement or cooperative purchasing program pursuant to authority granted by statue or ordinance, pursuant to contractual arrangement between the city and said governmental agency, or pursuant to a determination by the City Manager that the governmental agency conducted a competitive bidding process, the City may purchase materials, supplies, and complying with the bidding requirements of this policy (ex: CMAS, NASPO, GMAS, SOURCEWELL) (SLTCC § 3.45.090). Cooperative Purchasing is not applicable to Public Projects.

1.9~~10~~ BUSINESS LICENSE REQUIREMENT

The City shall not render payment to any vendor, contractor, or professional service provider where such vendor or provider does not possess a valid South Lake Tahoe business and professions tax certificate (SLTCC § 3.45.095). Contact the Revenue Dept. to inquire about a valid business license (ext. 6012 or ext. 6013).

1. It is the Departments responsibility to ensure the vendor, contractor, service provider, consultant, has a required Business License and appropriate requisite insurance (where applicable).
2. The license and insurance requisites must be obtained prior to purchase or work commencing.

1.1~~01~~ BUDGET APPROPRIATION

Federal, State, and Local Governments are legally required to operate within an approved Municipal Budget. ***Article 1, Section 9, of the U.S. Constitution states, "No money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law".***

1. Government Fund Accounting is required by California Law meaning each stream of revenue and associated expenses must be accounted for and tracked within a specific governmental fund.
2. Appropriated budget **MUST** be available and verified prior to **ANY** purchase, contract, or professional service agreement rendered.
3. If budget is not identified, or funding has not been approved and appropriated into the current fiscal year budget, **STOP**. Do not proceed with the purchase or contract until City Council or the City Manager has appropriated budget in accordance with the following delegation of authority:

Transferring/ Adding Budget	**Authorization**
Transfers between budgeted line items ~~and categories~~ within the same budgetary category, department and fund ~~account number~~:	**Department Head-** via email to the ~~Administrative Services~~Finance Director
Transfers between ~~account numbers~~categories and departments ~~and category~~ -within the same fund:	**City Manager**- via email from Dept. Head. CM will authorize adjustment via email to ~~Admin. Services~~Finance Director.
Transfers between funds: (including transfers from undesignated reserves)	**City Council**- via staff report and resolution with explanation for transfer
Adding new Budget (grants, new revenue, unforeseen expenses etc..)	**City Council** – via staff report and resolution with explanation and request to appropriate funding.

1.11~~2~~ DISPOSITION OF SURPLUS

Surplus property: Goods, materials, vehicles, equipment etc. retained by a government, but not currently being utilized. These items may be out of date, useless, or no longer working.

Surplus property shall be identified by the department; officially declared to the City Council for approval; eliminated from the fixed asset accountability list and; sold at auction or to any organization or non-employee willing to pay fair market price. Alternatively, the City Council may elect to donate or destroy the same in accordance with whatever provision and/or terms and conditions at City Council discretion.

In the event any single item of property's original value is less than $10,000, the Finance Director shall have the authority to sell, or dispose of such surplus supplies or equipment by donation to local schools or nonprofit organizations, or if surplus has no value, by disposal at a refuse company.

Proceeds from sale of surplus property will be allocated to the City's General fund or Vehicle Replacement fund unless the property was originally purchased under contractual obligations with monies from a specific fund, in which case, the proceeds will be returned to that fund.

~~1.13~~ 1.12 INFORMATION TECHNOLOGY (IT) EQUIPMENT

To maintain proper internal controls, and asset inventory; **Any IT item** requiring installation, support, or security evaluation, should be researched, vetted, **PURCHASED**, and inventoried by the **IT Department**. Under no circumstances should these items be purchased by departments other than IT. These items include but are not limited to:

- Printers
- Smart TV's
- Computers
- Laptops
- Software/ Software Subscriptions
- Tablets/ IPads/ Accessories
- Cell Phones/ Cell Phone Apps
- Monitors
- Any network connected device (wired or wifi)
- Any other IoT (Internet of Things) devices

- An IoT device is defined as web-enabled smart devices that use embedded systems, such as processors, sensors and communication hardware to collect, send and act on data acquired from their environments.
- Departments should consult IT via email to ensure compliance and compatibility for small purchases such as USB drives, keyboards, mice, charging devices, etc.

- **Please Note:** all employees responsible for procurement or utilizing any City information device are required to complete the Cybersecurity Trainings issued city-wide by the IT department. Employees who do not complete the trainings may be prohibited from using City Information Systems and Devices.

1.13 VEHICLES, PARTS, EQUIPMENT, INSTALLATION, SMALL ENGINE EQUIPMENT

Purchase of the following requires the approval of the Fleet Division Manager. Please include a copy of E-Mail approval with your PO, Invoice, or Cal Card Statement. Items requiring service maintenance, lease, or warranty information should be purchased with a PO or written contract detailing the warranty and/or other service or lease requirements.

- Vehicles
- Vehicle parts, components, accessories
- Vehicle electronics
- Vehicle Equipment, any item requiring installation
- Small Engine Equipment (ex. snowblowers, lawnmowers, etc.)
- Items with an engine requiring maintenance and/or warranty

1.14~~3.2~~ EQUIPMENT AND CAPITAL EXPENDITURES

Capital Expenditure: funds used to acquire or upgrade the City's fixed assets, such as property, plant, equipment, facilities, and infrastructure.

Capital (fixed) Asset: any asset used in operations with an estimated useful life in excess of three years and generally has value over a longer period (ex. computer equipment, machinery, vehicles etc.).

1. When capital assets are acquired or deeded to the City, copies of related documents shall be routed to the Finance Department in a timely manner to ensure these assets are recorded in the City's financial records.
2. Fixed assets will be subject to inventory control if they meet at least one (1) of the following criteria:
   - The original cost of the fixed asset is equal to or greater than **$10,000** if classified as equipment, $50,000 if classified as buildings or land, or $200,000 if classified as infrastructure.
   - Any asset less than the capitalization threshold as recommended by the Finance Director or requested by a department to be controlled to satisfy an internal or external requirement.
   - Any asset required to be controlled and separately reported pursuant to grant conditions or other externally imposed reporting requirement.

Capital Expenditures utilizing Federal Funds: must follow Code of Federal Regulations CFR §200.313 and §200.439. These guidelines can be found at the link below: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

1. Federal capital expenditures are allowable as direct costs, provided items with a unit cost of **$105,000** or more have the prior written approval of the Federal awarding agency or pass-through entity~~. Effective 10/1/2024, rate is increased to **$10,000**, per Section 2 CFR §200.313.~~
2. Notify A/P through e-mail or notation on invoice when purchasing equipment with Federal Funds costing $10,000 or more. A/P will provide an inventory tag to track the item as noted below. ($5K through 9/30/24).
3. Property records must be maintained that include a description of the property, a serial number or other identification number, **the source of funding for the property** (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
4. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

1.15 AUTHORIZED VS. UNAUTHORIZED PURCHASES

This section defines authorized and unauthorized purchases and how they are approved as well as establishing the employee responsibility for unauthorized purchases that are not procured in accordance with this policy or ratified by the appropriate award authority.

Authorized Purchases: Purchases are authorized only when the appropriate procurement method has been followed, and the appropriate signing authority has approved the purchase per the requirements of this policy.

Unauthorized Purchases: Purchases made without proper procurement procedures or approved by anyone other than the appropriate signing authority, and/or not approved in according to the thresholds of this policy. The City cannot pay for unauthorized purchases.

Ratification Process: Unauthorized purchases can be validated if ratified by the appropriate signing authority and a written explanation of the procurement method used. For unauthorized purchases to be considered for ratification, the following steps must occur:

1. The employee making the unauthorized purchase must provide a written explanation of why the purchase was made, and what procurement methods were used. (Exhibit D Ratification Form attached).
2. The Ratification Form must be reviewed and approved by the appropriate signing authority and approved by the Finance Director and City Manager. If purchase is over $60K, it must be ratified by City Council.

3. Ratification Form must have attached backup to substantiate the purchase. For example- Sole Source Justification, Request for Quotes Form or 3 quotes attached, Bid evaluation information and/or documentation, or Cooperative Purchase contract.

- ***Restitution***: In the event that a vendor has been paid and the Unauthorized Purchase is not subsequently ratified or is not approved in the manner stated in this policy, the employee may be held responsible for reimbursing the city.

1.15APPROVING AUTHORITY

The Approving Authority in each department is responsible for insuring that all purchases comply with the City's Procurement Policy and CAL-Card program.

Other duties of the Approving Signature Authority include:

1. Reviewing available budget ***prior*** to purchases and ***upon approving invoices*** for payment.
2. Ensuring bid process and compliance is in accordance with this policy.
3. Reviewing Cal Card holders' statements to ensure purchases are appropriate and charged to the correct account number with available budget.
4. Ensuring all Invoice documentation (receipts, acknowledgements, packing slips, etc.) are attached to the Cal Card holder statement.
5. Reviewing and approving invoices for accuracy. Signing and dating the Invoice with appropriate account number with available budget.
6. Submitting all cardholder statements, and invoices to Accounts Payable in a timely manner.
7. Resolving issues related to invoices, credits, purchases, and backup documentation.

Delegation of Signature Authority:

Finance Director approves for:	City Manager
City Manager approves for:	Dept. Heads, Direct Report Employees, City Clerk & Elected Officials
Department Heads approves for:	Division Managers, Dept. Employees
Division Managers approve for:	Direct Report Employees

Approval Authority Thresholds:

Purchase Dollar Limit:	Approval Authority- Signature Required
$0 - $9,999	Supervisor/ Designated Purchaser
$10,000 - $29,999	Department Head
$30,000 - $59,999	Department Head and City Manager
$60,000 and over	City Council Approval and City Manager Signature

2. DISCRETIONARY PURCHASES: $0 - $9,999.00

Goods~~Items~~ and services less than $10,000 can be purchased directly by a *Designated Purchaser* within a City department without a competitive bid process, this threshold must include tax, shipping, and handling. Purchasers should ensure available budget and use best efforts and judgment to provide greatest value to the city. **ALL purchases require an itemized receipt or invoice upon purchase.**

2.1 SIGNING AUTHORITY

Discretionary Purchases require the approval signature of the Department Supervisor or the *D~~d~~esignated ~~"~~Purchaser~~"~~* for the department. Accounts Payable requires a valid itemized invoice, **appropriate account number**, printed name, department, and authorized signature to complete a payment. An e-mail approval to pay invoice with account number is acceptable.

2.2 DISCRETIONARY PROCESS

Following are preferred purchasing methods for purchases less than $10,000:

1. ***Cal-Card procurement card:*** purchase of non-service goods at this level. (refer to Cal Card Policy for further guidelines)
2. ***Direct vendor invoice***: include account number with available budget, "ok to pay", printed name, department and authorized signature on the invoice or attach Payment Request Form (Exhibit A) to the invoice.
3. ***Purchase Orders:*** when required by the Vendor, or for on-site service, refer to instructions in Exhibit M.

2.3 VENDOR INVOICES

Invoices are more than requests for payment. They're legal documents, historical records of sale, and an important part of the financial workflow. An invoice is a key component of the sales and payment process. A detailed invoice needs to be received for ALL purchases and submitted to Accounts Payable when requesting payment.

Invoice Requirements:

- Contact Information: Business or owner name, address, phone number, email address
- Bill to Information: Name and address where payment should be sent
- Invoice Number: invoice or order identifier
- Invoice Date: Date invoice is prepared

- Description of goods/services: must provide detailed information of goods purchased (quantity, description of item, cost per item) and/or services provided (description of services, cost per hour or task).
- Subtotal of costs
- Sales Tax: City of South Lake Tahoe is 8.75%
- Total Invoice: Total invoice amount to pay

Invoice Payments:
Invoices can ONLY be paid if budget is available, and must include the following:

- Account Number used for payment should be clearly marked on the invoice, email or payment request, with the notation "OK to pay".
- Amount of payment must be available in the current year budget in the appropriate department accunt and object code.
- Example: "OK to pay with account# 100 01511 45010". This account number reflects the General Fund (100), Accounting Department (01511) and the purchase is for General Supplies (object code 45010). Budget must be available in the 45010 line item.
- Refer to your department's Budget to Actual in the Financial ~~One Solution~~ Software System (e.g., OneSolution) to ~~determine~~verify the correct account number and confirm available budget.
- All Department Heads, Managers, and Designated Purchasers should have access to the software system and know how to review the budget when responsible for procurement.
- Proper authorization signature must be clearly marked on the invoice, email or payment request in accordance of Approval Authority per dollar threshold.
- Invoices should be routed for signature and sent to Accounts Payable or emailed to invoice@cityofslt.us for payment.

2.4~~2~~ LOCAL VENDOR MASTER ACCOUNT PURCHASES: Many local vendors allow city employees to make discretionary purchases against an approved master account (ex. Meeks, Ace Hardware, DIY, etc.). Departments utilizing this option should do the following:

- Ensure budget is available and purchase is necessary.
- Ensure staff member making the purchase is a designated employee on the account.
- Provide your name, department, and a clear, legible signature at point of purchase.
- Receive a copy of the receipt/invoice upon point of purchase.
- Submit copy of receipt/invoice, approved for payment, with signature, department and account number to accounts payable within **5 business days** of purchase.
- ALL purchases require an invoice/receipt. For missing/lost receipts, departments should contact the vendor to acquire a copy of the receipt or written documentation of proof of purchase signed by the Department Head.
- Habitual problems with lost receipts can result in disciplinary action for the offending purchaser.

2.5~~3~~ PETTY CASH PURCHASES

Petty cash funds are issued to departments, in the charge of a custodian, to be used on a revolving basis for the payment of small emergency and commonly budgeted, pre-approved expenses. Only those expenditures considered as having a public purpose, being for the benefit of the City of South Lake Tahoe will be allowed. Employees should use good judgment when expending public funds and should avoid any transactions that may appear inappropriate. Refer to Financial Policies – Cash for additional information regarding guidelines for establishment and use of petty cash.

Per Financial Polices- Cash, approved by City Council:

- Petty cash disbursements **are not to exceed $50** unless approved by the Director of Finance
- Petty cash funds are for small purchases only and cannot be used for services, employee meals, or travel reimbursements.

~~2.4 FEDERAL PROCUREMENT/OTHER REVENUE FUNDS~~

~~Purchases utilizing Federal Funds, Grant Funds or other Revenue Sources as the funding source require procurement compliance with this policy, Grant Funding Compliance Policy, as well as the procurement standards set forth in the contract funding the purchase.~~
~~***Federal Awards, Cooperative Agreements, or State Awards utilizing Federal Funds*** must also follow the General Procurement Standards in the Code of Federal Regulations (CFR); Title 2: Grants and Agreements section §200.317 through §200.327. These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; or contact Grants Manager for additional information (ext. 7410).~~

~~***Suspension and Debarment:*** ALL **Federal Awards** used to procure vendors, consultants, contractors, subrecipients, providing goods or services to the city in excess of **$25,000.00** must maintain evidence of vendor **"Suspension and Debarment"** verification through the "Systems for Awards Management (SAM). Print or save electronic copy of verification through SAM.gov or contact Grant Manager to assist in obtaining verification. This requirement must also be included in your Contract, Professional Services Agreement, or PO. (Refer to templates in this policy for "Suspension and Debarment language) per Section 2 CFR §200.332.~~

~~***Grant Awards and Cooperative Agreements utilizing funds through Caltrans*** must follow the Local Assistance Procedures Manual (LAPM, particularly Chapters 5 and 16. These guidelines can be found at https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm or contact Grants Manager for additional information.~~

~~***Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms***: to the extent possible, the city will assure that small, minority, and women's business enterprises are solicited when there are potential sources. Effective 10/1/24, "Veteran-Owned Businesses" will be encouraged. When utilizing federal funds refer to CFR §200.321~~

~~In determining purchasing bid thresholds while maintaining compliance with multiple policies; utilize the most stringent requirements to ensure meeting all standards and regulations.~~

~~2.5 DISCRETIONARY PROCESS~~

~~Following are preferred purchasing methods for purchases less than $10,000:~~

1. ~~***Cal-Card procurement card:*** purchase of non-service goods at this level. (refer to Cal Card Policy for further guidelines)~~
2. ~~***Direct vendor invoice***: include account number, "ok to pay", printed name, department and authorized signature on the invoice or attach Payment Request Form (Exhibit A) to the invoice.~~
3. ~~***Purchase Orders:*** when required by the Vendor, or for on-site service, refer to instructions in Exhibit L.~~

3. INFORMAL SOLICITATIONS: $10,000 - $59,999

Purchases and services between $10,000 and $59,999 are subject to **informal** bidding and proposal processes. In calculating the total amount, include tax, shipping, and handling as well as total lease or contract cost over the life of the contract or lease. Available budget must be determined prior to bidding process.

3.1 SIGNING AUTHORITY

$10,000 - $29,999: The Department Head may approve contracts and expenditures up to $29,999.99 and must sign all corresponding invoices, POs, and/or Requests for Payment, or provide authorized e-mail approval to Accounts Payable.

$30,000 - $59,999: Upon approval by Dept. Head, the City Manager must also approve and sign all Contracts, Purchasing Agreements, and/or POs between $30,000 and $59,999, as well as approve all invoices in this threshold. Authorized e-mail by DH and CM for approval is accepted for invoices.

~~3.2 EQUIPMENT AND CAPITAL EXPENDITURES~~

~~***Capital Expenditure:*** funds used to acquire or upgrade the City's fixed assets, such as property, plant, equipment, facilities, and infrastructure.~~

~~***Capital (fixed) Asset:*** any asset used in operations with an estimated useful life in excess of three years and generally has value over a longer period (ex. computer equipment, machinery, vehicles etc.).~~

1. ~~When capital assets are acquired or deeded to the City, copies of related documents shall be routed to the Finance Department in a timely manner to ensure these assets are recorded in the City's financial records.~~
2. ~~Fixed assets will be subject to inventory control if they meet at least one (1) of the following criteria:~~
   - ~~The original cost of the fixed asset is equal to or greater than **$10,000** if classified as equipment, $50,000 if classified as buildings or land, or $200,000 if classified as infrastructure.~~
   - ~~Any asset less than the capitalization threshold as recommended by the Finance Director or requested by a department to be controlled to satisfy an internal or external requirement.~~

- ~~Any asset required to be controlled and separately reported pursuant to grant conditions or other externally imposed reporting requirement.~~

~~***Capital Expenditures utilizing Federal Funds:*** must follow Code of Federal Regulations CFR §200.313 and §200.439. These guidelines can be found at the link below: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.~~

1. ~~Federal capital expenditures are allowable as direct costs, provided items with a unit cost of **$5,000** or more have the prior written approval of the Federal awarding agency or pass-through entity. Effective 10/1/2024, rate is increased to **$10,000**, per Section 2 CFR §200.313.~~
2. ~~Notify A/P through e-mail or notation on invoice when purchasing equipment with Federal Funds costing $10,000 or more. A/P will provide an inventory tag to track the item as noted below. ($5K through 9/30/24).~~
3. ~~Property records must be maintained that include a description of the property, a serial number or other identification number, **the source of funding for the property** (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.~~
4. ~~A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.~~

3.2~~3~~ INFORMAL BID AND PROPOSAL PROCESS

The following processes are to be followed by the ***Department Head or his/her Designee*.**

1. Obtain **at least three** written quotes or proposals from vendors, individuals, companies, consultants, and/or business entities, documenting **in writing** each quote received (optional to use Request for Quotes Form (Exhibit C) or provide copies of written proposals/quotes received.
2. Informal solicitations should include detailed information of the goods or services required with clear specifications to allow objective competition. Specifications should include all requirements (quantity, dimensions, timeline, compatibility, delivery, discounts, warranties, tax, shipping, etc.).
3. Provide suppliers a date and time in which to respond to your request for quote. Allow minimum **4 business days** for response to email or phone requests, and minimum **10 days for Planet Bids** response.
4. Solicitations can be in via email, telephone, or Planet Bids. When soliciting by phone, provide adequate and similar information to all suppliers, follow up with written documentation, ensuring that all responses are in written form. Verbal quotes are not sufficient.

5. *Optional* - to reach a broad spectrum of qualified vendors, Planet Bids may be used to circulate a Request For Proposal (RFP), Request For Qualification (RFQ), or Invitation to Bid (BID). Allow a minimum response time of 10 days. Quotes and Proposals shall be evaluated by Department Head or designee based on requirements of the solicitation.
6. For price quotes Department selects lowest responsible quote (i.e., Department selects quote which is responsive to the needs of the department and is the lowest in price).
7. For proposals or Professional Services, the department selects the vendor whose qualifications meet the highest evaluation ranking as the most responsible bidder.
8. Provide in writing, the rationale for choosing the selected vendor. (Can use Request for Quotes/Proposal form)
9. **Tie Bid**- If two or more quotes are for the same total amount or unit price and all requirements being equal, Department Head may choose to award to the proposer meeting the needs of the department (up to $29,999). Tie-Bid Quotes $30,000 and over may be chosen by the City Manager.
10. If at least **two responsible vendors** respond, the evaluation may proceed according to this policy. Document the effort to procure 3 quotes and the fact that two was received.
11. If the result is only **one response**, and the sole response meets all specifications and requirements, the purchase may be awarded subject to the threshold and Signing Authority of this policy. Document the effort to procure 3 quotes, and the fact that one was received.
12. **No Response:** When competition results in no quotes, or no quotes meeting the requirements; the department can re-bid, modifying any possible restrictive requirements, or if in the opinion of the DH, a second solicitation would not result in a different outcome; the DH may reach out to vendors using the same specifications and proceed with Sole Source documentation in accordance with this policy.
13. **$10,000 - $29,999**: Professional Service Agreement (PSA), Purchase Order (PO), or direct invoice may be used, signed by Dept. Head. Copies of PSA must be forwarded to City Clerk for Records Retention.
14. **$30,000 - $59,999**: Purchase Agreement (PA), PSA, or PO must be used; reviewed by Finance and City Attorney, signed by City Manager
    - Department Head or designee (DH) prepares the contract **using the appropriate template** (see Exhibits F through I); negotiates and agrees upon terms, scope, and cost with chosen vendor/supplier and;
    - Electronically submits document along with Contract Routing Form (Exhibit D) to the City Clerk's Department with the email address of the authorized Vendor/Supplier signatory. The City Clerk's Department will then route the contract in **Adobe sign** in the following manner:
    - Department Head for approval, Finance Director for budget review, City Attorney's Office for review and/or approval, City Manager for approval and back to City Clerk to attest (where applicable) for records retention, and onto the Vendor/Supplier for their signature (do not obtain any signatures in advance of the

Contract being routed). City Clerk sends executed copy back to the Department and mails/emails copy to the vendor.

15. Department sends the following documents to Accounts Payable for payment:
    - Signed invoice and/or PO, Request for Payment with Contract/Agreement
    - Business License #
    - Three Original Quotes
    - Approved Sole source Request Form (if used)
    - Proof of Insurance (when required)
    - Gov't. cooperative contract information (if used)

3.34 PURCHASE ORDERS

Purchase Orders **must** be used when requesting an **on-site service** of any kind on City property. This protects the City while outside vendors are doing business on/in City-owned property. Purchase Orders can be used when:

1. A vendor does not accept Cal-Cards for discretionary purchases
2. A vendor will not invoice the city without a PO
3. For any type of purchase up to $59,999
4. Clearly note the PO# on the approved invoice and send to Accounts Payable
5. Refer to Exhibit L for instructions in creating a PO

3.45 PURCHASE AGREEMENT

Purchase Agreements (PA) can be used as written contracts when purchasing goods, materials, equipment, and/or products. This type of agreement can NOT be used when procuring consultants for professional services or on-site service on City property. Purchase Agreements can be used when:

1. Purchases over $30,000 or when a written contract is necessary for such goods, materials, products, etc.
2. A vendor requires a written contract other than a PO
3. Submit copy of agreement with approved invoice to Accounts Payable for payment
4. Refer to Exhibit I for template (this template is mandatory when issuing a PA)
4.5. Executed Purchase Agreements should be forwarded to the City Clerks office for record retention

3.56 PROFESSIONAL SERVICES AGREEMENT

A Professional Service Agreement (PSA) is a legal contract which is drafted to provide service on a professional level to the City. These services are typically unique in nature, highly technical or require specific qualifications. PSA's can be used when:

1. A professional consultant is necessary to perform a specific set of tasks
2. Should generally be in effect for a specific period, noted in the agreement
3. Should include a "not to exceed" dollar limit
4. Submit a copy of PSA with first approved invoice to Accounts Payable for payment
5. Refer to Exhibit G for template (this template is mandatory when issuing a PSA)
6. Executed copy should be forwarded to the City Clerk office for records retention

3.6 AMENDMENTS, RENEWALS, CHANGE ORDERS

For purposes of determining the appropriate award authority, contract amounts are defined by what consitites a "single" transaction". This requirement also applies to informal and formal bidding procedures. Original contract amount is considered a "single" transaction and bidding procedures as well as signing authority should be followed accordingly.

Amendments: a dollar value or scope change to an existing contract/Professional Service Agreement (PSA). Amendments with a dollar value increase to an existing PSA, must be added to the original contract and totaled to determine transaction value. This new amount is now the "single transaction amount".

~~5.~~ ***Example:*** The City Manager awards a contract for $55,000 and a $25,000 amendment is required. The resulting transaction is $75,000, now requiring City Council approval.

Amendments to scope of work must be minor changes; not altering the intent or bid requirements of the original scope. Small changes can be approved within original transaction signing authority. Extensive scope of work amendments should be reviewed by the City Attorney.

Change Orders: The Director of Public Works is delegated authority to approve, without seeking new bids, contract change orders to public projects up to the **combined amounts** authorized in this policy so long as the combined amounts are within the approved project budget. (City Code §3.45.170). City Council approval is required when additional budget is required for the change order, or when the total transaction cost exceeds Director of Public Works signing authority referenced in the Public Project section of this policy.

Renewals: A contract renewal is the process of extending the term of an existing contract either by re-establishing the original contract or creating a new one with potentially updated terms. Renewals with new terms or different in scope, must be treated as a new contract, subject to the signing authority of this policy and review by City Attorney. Should City Attorney determine the change in scope or terms to be significantly different, a new bidding process may have to be utilized according to transaction thresholds within this policy.

Example: City Manager approves a PSA for Department A in the amount of $50,000 for a one year term with an option to renew. Department A wishes to renew to the contract, however the price for year two will be $70,000 and the scope of contract will now include additional services provided to Department B as well as Dept. A. In this example, the renewal proposed should be reviewed by the City Attorney to determine if the scope of work aligns with the original intent of the bid process. If approved by City Attorney, the renewal will then have to be approved by City Council since the new amount of $70,000 exceeds the City Manager signing authority.

Renewals with the same terms and conditions, as well as the same scope of work, simply extending the term, can be renewed by the original signing authority, if the original contract has an "Option to Renew" clause. "Option to Renew" clauses can generally be included in Agreements with original terms of less than 3 years.

Example for Professional Service Agreement (PSA): Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue through Month, day, 20XX, ***with an option to renew annually for two years.***

3.7~~7~~ CONSULTANT INVOICES

Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training or direct assistance, such as studies, analyses, evaluations, liaison with Government officials, or other forms of representation. As such, their invoices should reflect the services performed. Consultant invoices should include:

- Date of work performed/ period of performance
- Nature and scope of the service rendered during period of performance
- Sufficient detail as to time expended on tasks performed (number of hours worked, hourly rate, travel costs, mileage rate as approved, etc.)
- Subconsultant backup documentation should be included; invoices, hours worked/hourly rate, travel documentation, receipts, etc.
- Fees for services rendered are allowable only when supported by evidence of the nature and amount of other expenses and in accordance with the executed PSA.
- In-direct costs are only allowable up 15~~0~~% de minimis, or a federally approved rate. Consultant must provide documentation of approved rate if more than 15~~0~~%. ~~Please note, effective 10/1/2024 the de minimis rate is increased to **15%**, which will be the allowable rate after 10/1/24 per Section 2 CFR§200.414~~
- **PROHIBITED: mark-ups, bonus's, commissions, incentives, gifts and entertainments costs, are all prohibited from being paid on consultant invoices.**

4. FORMAL SOLICITATIONS: $60,000.00 and ABOVE

Purchases and services over $60,000 are subject to formal competitive bidding. Total cost should include tax, shipping, and handling, as well as total lease or contract cost over the life of the contract or lease. The process for obtaining goods and services over this dollar limit is set forth below. Ensure budget is available in proper account prior to soliciting bids. If budget is not available, approval for appropriation by City Council may be required (see Budget Appropriation section 1.10).

4.1 SIGNING AUTHORITY

All purchases of goods and services **over $60,000** must have **City Council approval** and must be signed by the Mayor or have Mayor's authorization for City Manager as designee for signature.

4.2 FORMAL BIDDING PROCESS

The following processes are to be followed by the Department Head (DH) or his/her Designee. This may include any employee who is the designated purchaser of a good or service or is the project manager for a project.

1. **Public Projects** (i.e., CIP, Public Works) follow Public Contracts and Uniform Public Construction Cost Account Act (CUPCCA) per City Code SLTCC § 3.45, Article II.
2. Verify funding availability. Identify available funding in your current department budget. If there is no funding identified, prepare to request budget transfer or appropriate new funding source through City Council action. (see section 1.9)
3. Depending on the type of service and/or good sought, DH prepares and circulates a Request for Proposals (RFP), or Invitation to Bid (BID) utilizing **Planetbid.com** or circulated via similar means.
4. **Request for Proposals (RFP):** used for soliciting professional services, consultants, lease contracts, complex non-public projects.
    - RFPs are subject to three proposals but are **not** subject to competitive sealed bidding procedures
    - Must use mandatory RFP template (Exhibit F)
    - DH selects Proposal Evaluation Committee and drafts Evaluation Scorecard. Committee reviews Proposals and scores per criteria detailed in RFP.
5. **Request for Qualification (RFQ):** used as the pre-qualification stage of the procurement process. Only those proponents who successfully respond to the RFQ and meet the qualification criteria will be included in the subsequent RFP solicitation process.
    - Used when there is potential for significant interest in a contract opportunity. This can make the process more efficient as the field can be narrowed down prior to the RFP process.
    - Can be used to create a pre-qualified list for a future opportunity
    - Can be used as the sole selection process for straightforward projects/services that require a specialized skill set or where the task is very specific and contract negotiations can proceed with the most qualified vendor.
6. **Invitations to Bid (BID):** used when the City is seeking a specific good, material, equipment, tangible object.
    - BIDs are subject to competitive sealed bidding procedures
    - Must use mandatory BID template (Exhibit H)

- DH selects BID Evaluation Committee and drafts BID Evaluation Scorecard per details outlined in the BID.
- DH opens bids at the date, time, and location specified in the invitation. The public may attend. Bids shall be open for public inspection at the office of the DH during regular business hours for a period of 30 days after the bid opening.
- Clarifications or changes to a BID must be transmitted to all participating bidders by an "Addendum". A solicitation may be modified prior to BID response due date.

4.3 LOCAL BUSINESS PREFERENCE

The City shall apply a five percent (5%) discount to all Local Businesses which submit bids for materials, supplies, equipment, and services for non-public projects. The City shall evaluate the Local Businesses' bids as though the bid had been submitted at a cost of 5% lower than the cost submitted (SLTCC § 3.45.020(F)). Local Business shall mean a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license. (SLTCC § 3.45.095)

4.4 BIDDER'S SECURITY

When deemed necessary, bidder's security may be prescribed in invitations to bid, RFPs, and RFQs. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within ten days after receipt of contract (SLTCC § 3.45.020).

4.5 BID AND RFP/RFQ EVALUATIONS

BID or RFP Evaluation committee means the body appointed by the DH to review and evaluate proposals submitted in response to the Request for Proposal or Invitation to Bid. The functions of the Committee are as follows:

1. Determine and apply evaluation criteria per Evaluation Forms and Scoresheet
2. Evaluate proposals individually and/or discuss as a committee
3. Rank based on highest score to lowest and/or develop a shortlist
4. Interview/ obtain clarifications
5. Recommend Award

Evaluation Committee shall be comprised of at least three (3) individuals, including:

- At least one employee from the same department as the Department Head
- An employee with knowledge of the subject matter of the service or good, or end user of the service or good
- An **employee of the Finance Department**

- May also include outside individuals who bring expertise to the process

- *Evaluation Committee* should meet prior to evaluation to review RFP or BID criteria to ensure knowledge of the proposal and to vet questions, concerns, or issues. All members of the committee should have clear understanding of the requirements and the Evaluation Forms prior to review of RFP/BID.

Evaluation Form- Bids and Proposals shall be evaluated based on an Evaluation Form which sets forth the total possible points for each category reviewed (see mandatory template Exhibit E)

- Evaluators shall each complete their evaluation forms in confidence, however evaluators can discuss requirements of the RFP or BID in relation to the Evaluation Forms.
- Evaluators shall give a point score and Comments for each evaluation category.
- Evaluators may ask questions or request clarification from the Department but should not disclose scores until all reviews are complete and total points tallied.
- The Committee may meet to discuss criteria and results.
- The Committee may request vendor interviews, depending on the outcome or type of solicitation.
- The Evaluation Committee provides the Evaluation Forms and Scoresheet to the Department Head for final determination.

Rejection, Tie Bids, and Rejection of All Bids: A bid or proposal may be rejected by the Evaluation Committee where it is found that the bid or proposal is "non-responsive." Where Evaluation Committee chooses to reject one or all bids, Committee shall confer with the City Attorney on the rejection.

1. Any of the following conditions may render a Bid "**non-responsive**"
   - The bid or proposal does not strictly conform to the required specifications as set forth in the RFP or Invitation to Bid (the City may waive immaterial, minor irregularities in bids).
   - The bidder or proposer has demonstrated that they are unable to satisfactorily meet the responsibilities required of the contract.
   - The bidder's or proposer's products or services have been demonstrated, through documented past performance in the industry or through prior use by the City, to be incapable of satisfactorily meeting the accepted demands required of the product or service.

2. **Tie Bid**- If two or more bids are for the same total amount or unit price and if the responsibility and final score (from the Evaluation Scorecards) are equal, the Department Head or City Council may award to whichever bidder or proposer it so chooses.

Less Than Three BID Responses: Solicitations advertised on the city's Planet Bids portal is considered "competitive solicitation", therefore:

1. If at least **two responsible bidders** respond, the evaluation may proceed as noted in Evaluation section above.
2. If the result is only **one bid response**, and the sole bid is responsive (meets all specifications and requirements), the contract may be awarded subject to the award threshold and Signing Authority of this policy. Documentation of the effort and result of the BID should be noted with the procurement documents.

No Responsive BIDS Received from Responsible Bidders: When competition results in no responsive bids from responsible bidders, the DH has two options:

1. The Solicitation may be cancelled and re-bid, modifying any possible restrictive requirements. Shorter response time can be used if a timeline is a concern.
2. If, in the opinion of the DH, a second solicitation would not result in a different outcome, the DH may cancel the solicitation and proceed with Sole Source documentation, subject to approval by City Council. DH may reach out to bidders using the same specifications as original solicitation. The chosen bidder must be deemed responsible and compliant/responsive to the original specifications.

Waiver of irregularities and rejection of bids: At its discretion, the city may waive any irregularity in any bid received and award the contract, may reject all bids presented and may readvertise the project, or the city may abandon the project. (Ord. 1171 § 1; Ord. 1165 § 1; Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-24)

4.6 CITY COUNCIL STAFF RECOMMENDATIONS

Staff Recommendations for Formal bids and proposals shall be drafted and presented by the Department Head or his/her designee to City Council. Prior to writing the staff report the DH should:

1. Contact losing bidders and informs them that City has selected another bidder (see template Exhibit F)
2. Contacts winning bidder and negotiates terms of contract along with assistance of City Attorney. (see template Exhibit G)
3. Ensures the winning bidder has obtained a City Business License and has the requisite insurance. The License must be obtained *before* any work commences.
4. Places staff recommendation for award of contract on next available City Council Agenda.

Staff Report and/or Resolution must include the following elements:

1. A description and background of the project/product for which the RFP or Invitation to Bid was circulated.
2. A brief summary of how the bids were circulated and brief description of the bids or proposals received.
3. If using a Cooperative Agreement- provide the name of the Gov't. Contract, contract number, **and attach a copy of the contract.**
4. A description of the reasons the winning bidder/proposer was selected.
5. The Financial Implication section should include the complete account number and appropriate budget to fund the product, service, or project.
6. The recommended bidder or proposer's original submission shall be attached.
7. The Professional Service Agreement or Purchase Agreement with negotiated terms approved by the City Attorney should be attached.

4.7 BID PROTESTS

A non-selected bidder may protest the award of an Invitation to Bid. A non-selected proposer **may not** protest the award of a Request For Proposal or Request for Qualifications.

Bid Protest Procedures: Per SLTCC § 3.45.020(E), a written Bid Protest must be received by the City Clerk no later than seven (7) calendar days after the City's selection of the winning bidder or no later than ten calendar days from the date that the City issues notice of designation of a bidder as non-responsible.

Contents of Bid Protest: The Bid Protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

Bid Protests Presented to Council: Where award of the contract is to be made by the City Council, the City Clerk shall place a discussion of the Bid Protest on the next regularly scheduled Council Meeting Agenda and the City Council shall determine whether, based on the Protest, to award the contract to the selected bidder, to reject all bids, or to award the contract to the next responsible bidder. Staff Recommendations addressing a Bid Protest shall contain the following elements:

1. A description of the project for which the Invitation to Bid was circulated.
2. A brief summary of the bids received.
3. A description of the reasons the winning bidder was selected.
4. A description of the reasons the bid is being protested.
5. The winning bidder's original bid shall be attached.
6. The protesting bidder's original bid shall be attached.
7. All Bid Evaluation Scorecards shall be attached.
8. The Bid Protest shall be attached.

4.8 MAINTAINING DOCUMENTATION

Procurement must be clearly documented throughout each step of the process and documents maintained and filed for audit purposes. The City's annual audit process includes conducting procurement reviews to determine procedures are correctly implemented.

The following documentation should be maintained by the **Department** for a period of **3** years from the date of submission of the final expenditure per Resolution No. 2018-102 City Records Management and Retention Policy and Code of Federal Regulations CFR Chapter II 200 §200.33:

1. All communication documentation with vendors, purveyors, suppliers, etc.
2. Documents related to preparation of the procurement documents, dialogue, or negotiation
3. Original RFP or Invitation to Bid
4. All Bids/Proposals received
5. All Evaluation Scorecards, notes, documentation
6. Copies of Staff Recommendation, staff report, resolution
7. Copies of Contract/Agreement
8. Proof of Insurance (if applicable)
9. Labor Compliance Documentation (if applicable)
10. Sole Source forms (if applicable)
11. Cooperative Govt. Contract documents (if applicable)

The following documentation should be sent to the **Finance Department** (Accounts Payable) **along with the first payable invoice**:

1. Signed invoice and/or Request for Payment, or PO
2. Quotation Form noting bid process and outcome or;
3. Copies of 3 bids, proposals, or quotes
4. Budgeted/approved account number
5. Copy of Executed Contract/ Agreement
6. Copy of approved Council Resolution (if applicable)
7. Sole Source Justification Form (if applicable)
8. Cooperative Gov't Contract (if applicable)

4.9 FEDERAL PROCUREMENT/OTHER REVENUE FUNDS

Purchases utilizing Federal Funds, Grant Funds or other Revenue Sources as the funding source require procurement compliance with this policy, Grant Funding Compliance Policy, as well as the procurement standards set forth in the contract funding the purchase.
Federal Awards, Cooperative Agreements, or State Awards utilizing Federal Funds must also follow the General Procurement Standards in the Code of Federal Regulations (CFR); Title 2:

Grants and Agreements section §200.317 through §200.327. These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; or contact Grants Manager for additional information (ext. 7410).

Suspension and Debarment: ALL **Federal Awards** used to procure vendors, consultants, contractors, subrecipients, providing goods or services to the city in excess of **$25,000.00** must maintain evidence of vendor **"Suspension and Debarment"** verification through the "Systems for Awards Management (SAM). Print or save electronic copy of verification through SAM.gov or contact Grant Manager to assist in obtaining verification. This requirement must also be included in your Contract, Professional Services Agreement, or PO. (Refer to templates in this policy for "Suspension and Debarment language) per Section 2 CFR §200.332.

Grant Awards and Cooperative Agreements utilizing funds through Caltrans must follow the Local Assistance Procedures Manual (LAPM, particularly Chapters 5 and 16. These guidelines can be found at https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm or contact Grants Manager for additional information.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms: to the extent possible, the city will assure that small, minority, and women's business enterprises are solicited when there are potential sources. Effective 10/1/24, "Veteran-Owned Businesses" will be encouraged. When utilizing federal funds refer to CFR §200.321

In determining purchasing bid thresholds while maintaining compliance with multiple policies; utilize the most stringent requirements to ensure meeting all standards and regulations.

EXHIBIT A

PAYMENT REQUEST FORM

CITY OF SOUTH LAKE TAHOE

PAYMENT REQUEST

Vendor#_____

Date Prepared: _____

Comments/Notes: _____

_____

Pay To: _____
_____
_____
_____

Due Date: _____

ACCOUNT NUMBER	DESCRIPTION	PO NUMBER	INVOICE DATE	INVOICE NUMBER	TOTAL PER ACCOUNT INVOICE

TOTAL PAYMENT: $_____

APPROVED: _____

APPROVED: _____ **Budget Available:** _____

APPROVED: _____ **Reimbursable:** _____

Project/ Funding Source: _____

Project/ Funding Source: _____

EXHIBIT B

SOLE SOURCE JUSTIFICATION REQUEST FORM

SOLE SOURCE JUSTIFICATION REQUEST

SOLE SOURCE VENDOR: _____

ADDRESS: _____PHONE NO._____

ITEM TO BE PURCHASED: _____ COST: $_____

1. Check reasons for sole source request:
_____ **Proprietary**: The item is available only from a single source; the item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.
_____ **Emergency Purchase**: The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, per City Code SLTCC § 3.45.070

_____ **Sole Source**: After solicitation of several sources, competition is determined inadequate or no other items are known to exist which perform the same function.

_____ **Federal Awards**: when purchasing goods or services with Federal Funds where the Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City. (attach authorization to this form)

_____ **Standardization**: The City requires the item(s) to standardize parts, design, quality, etc.
Explain: _____
Note: when using Federal Funds, you must have written authorization from the Federal Awarding agency if claiming sole source for Standardization purposes.

2. Describe the product or service and how it is unique or one-of-a-kind: _____
_____

3. Explain why the product/service is available from only one source and what avenues you pursued to confirm that this is factual. _____

5. Can your requirements be modified to allow competitive products or services be used?
Explain:_____

REQUESTOR NAME/ DEPARTMENT: _____

DEPARTMENT HEAD SIGNATURE: _____ DATE: _____

FINANACE DEPT. _____ DATE: _____

CITY ATTORNEY SIGNATURE: _____ DATE:_____

CITY MANAGER SIGNATURE: _____ DATE: _____
* Requests over $60,000 requires City Council's approval

.

EXHIBIT C

REQUEST FOR QUOTES AND PROPOSALS FORM

REQUEST FOR QUOTES/PROPOSALS

(To be Completed by Designated Purchaser for each Vendor Solicitated & Quote/Proposal Received)

☐ Employee Name (name of person receiving quote): _____

☐ Date of Solicitation Requested: _____

☐ Description of Solicitation: Describe goods or services with clear specifications, including quantity, model number, color, size, delivery date requirements, shipping, timeline, or any other charges/requirements): _____

_____

_____

_____

☐ Name of Vendor providing quote/proposal: _____

☐ Date of Quote/Proposal Received: _____

☐ Contact Information (name, phone#, email of person supplying quote/proposal):

_____

☐ Quote Amount: $_____Delivery Date: _____

☐ Proposal Details/Timeline:_____

_____

_____

☐ Eligible for Local Bidder Preference? (Y/N): if yes, provide 5% discount to cost: _____

☐ Warranty Information: _____

☐ Additional Information to Consider: _____

☐ **Vendor Ranking:** _____ (for Quotes- lowest responsible bid would be #1, for Proposals, #1 would be the Vendor whose qualifications/service would best meet the needs of the city)

☐ **Chosen Vendor** (Describe why this Vendor was chosen, and the procedure used to obtain quotes):

_____

EXHIBIT D

Contract/Agreement Routing Form Template

CONTRACT /AGREEMENTAUTHORIZATION ROUTING FORM

STAFF CONTACT INFORMATION

- NAME:
- DEPARTMENT:
- PHONE:
- DATE OF SUBMITTAL:

CONTRACT/ AGREEMENT INFO.

- NAME:
- CONTRACTOR/CONSULTANT:
- START: END: OPTION TO RENEW: ☐
- AMOUNT OF CONTRACT: $

BUDGET INFORMATION

ACCOUNT NO.:
BUDGET AVAILABLE:
FUNDING VERIFIED:
GRANT FUNDING? Source_____ Federal? Yes ☐ No ☐

Type of Contract

Professional Services Agreement ☐ License ☐ MOU ☐ Lease ☐
Purchase Order ☐ Purchase Agreement ☐ Construction ☐
Revenue Contract ☐ Operation/Concession Agreement ☐ Deed ☐
Maintenance Agreement ☐ Public Works Contract ☐ Vehicle ☐
Motorized Equipment ☐ IT/Electronic Equipment ☐
Three Bids/Quotes: Yes_____ No_____ If no, explain.

Brief Description:

Does this contract involve the following: construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and/or repair work involving any publicly owned, leased, or operated facility?
Yes ☐ No ☐ If yes, forward to Public Works for review
(Public Works Director authorization required)

Does this contract require special permitting, environmental review, CEQA/NEPA, Planning Dept. review, Commission approval? Yes ☐ No ☐ If yes, forward to Development Services Department for review ***(Director of Developmental Services authorization required)***

Reviewing Authority	Signature	Date Signed
Department Head	_____	_____
Public Works Director *(where applicable)*	_____	_____
Dev. Services Director *(where applicable)*	_____	_____
Finance Director	_____	_____
City Attorney	_____	_____
City Manager	_____	_____
City Clerk	_____	_____

City Council Meeting Date ***(over $60K or where applicable)***: _____

EXHIBIT E

PROPOSAL EVALUATION FORMS/ SCORESHEET TEMPLATE

EVALUATION FORMS

CITY OF SOUTH LAKE TAHOE REQUEST FOR PROPOSALS

INSERT RFP/BID TITLE AND NUMBER HERE

Evaluators must give a numeric score for each of the five categories described below. The numeric score may be as low as zero and may not be greater than the maximum score set forth in the point range for each category. Evaluators should explain the reasoning for their allocation of points in the "Comments" section of each category. Attach additional sheets if necessary. Use one form for each Vendor/Proposer and each Evaluator.

Vendor / Proposer: _____

Evaluator Name: _____

I. RESPONSIVENESS OF PROPOSAL/ BID (P/F)

The Pass or Fail shall be based upon the vendor's compliance with the requirements for proposals/bids as set forth in the RFP/ Invitation to Bid, including quality, clarity, and conformance with instructions therein, and shall take into consideration the quality of the Cover Letter and Introduction.

Pass/Fail_____

Comments_____

_____

_____

II. COVER LETTER (0-5 points)

The cover letter shall be addressed to the Director of the Department, and at a minimum, must contain the following:

- **Identification of Firm, including name, address, and telephone number**
- **Name, title, address, and telephone number of contact person during period of proposal evaluation**

- **A statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from date of submittal**
- **Signed by person authorized to bind the Firm to the terms of the proposal.**

Total Points_____
Comments_____

_____

_____

III. EXECUTIVE SUMMARY (0 – 10 points)

Scoring shall be based upon the vendor's ability to describe the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convince the City that the Proposer understands the requirements of proposal, the nature of the work, and the level of effort necessary to successfully provide the defined services.

Total Points_____

Comments_____

_____

IV. COMPANY HISTORY, BACKGROUND AND EXPERIENCE (0-20 points)

Describe the Company's history and organizational structure, including the size of the company, location of office(s) and years in business. Provide resumes for project team members. Also include the Firm's background, experience, and capacity to undertake the services requested for the City of South Lake Tahoe in conformity with the requirements of the RFP.

Total Points_____

Comments_____

_____

V. SCOPE OF WORK/IMPLEMENTATION (0 – 35 points)

Describe the Company's general approach to managing the services provided including an explanation of the collection methodology to be followed and specific plans to manage, control, and supervise the services in order to insure satisfactory

provision of services. In developing the work plan, reference should be made to the specific requirements and specifications noted in the Scope of Services (pages x – xx). Provide a delivery schedule designed to meet the requirements of the City. An implementation timeline from the Company is required. Provide description of implementation plan considerations, including timeframes and deliverables for various stages of the agreement.

Total Points_____

Comments_____

_____

VI. PROJECT BUDGET (0 – 25 points)
Provide a description of the project cost and/or fees itemized according to the RFP proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses. The City of South Lake Tahoe will not be responsible for the expenses incurred in preparing and submitting the proposal. The Company shall present all costs, fees, taxes, and charges based on achievement of deliverables, which should be outlined in the Company's Cost Proposal.

Total Points _____

Comments_____

_____

VII. RECENT PROJECTS/REFERENCES (0 – 5 points)
Provide a description of accounts/ agreements of a similar nature including at least three (3) recent client references with names and telephone numbers, contact persons.

Total Points _____

Comments_____

_____

TOTAL COMBINED POINTS: _____
(Add total points from Sections I, II, III, IV, and V)

RANKING (from scoresheet): _____

EVALUATION SCORE SHEET

EVALUATION SCORE SHEET

Vendor/Proposer Name	Evaluator #1 Total Score	Evaluator #2 Total Score	Evaluator #3 Total Score	Evaluator #4 Total Score	TOTAL SCORE	RANKING	COMMENTS
Example- ABC Company	58	61	49		168	1	
Example- XYZ Industries	60	58	45		163	3	
Example- 123 Incorporated	57	59	48		164	2	
					0		
					0		
					0		
					0		
					0		
					0		
					0		

INSTRUCTIONS:

1. Vendor/Proposer Name: Fill in company name from each RFP/BID received
2. Evaluator #1: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
3. Evaluator #2: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
4. Evaluator #3: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
5. Evaluator #4 (if necessary): insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
6. Total Score: This is the total combined score from all evaluators for each Vendor/Proposer
7. Ranking: Rank each Vendor/Proposer based on total number of points, highest to lowest. Rank numerically, 1 as the highest
8. Comments: note any comments relevant to the scores, or comments the DH should consider for final determination
9. #1 Ranking typically is the Highest number of points and would be the recommended vendor to the Department Head
10. Department Head makes the recommenation for Award based on ranking, comments, and recommedation

.

EXHIBIT F

STANDARD RFP/RFQ TEMPLATE

REQUEST FOR PROPOSALS/QUALIFICATIONS

TITLE

PICTURE

RFP/RFQ # date of award yyyy-mm-dd

SUMMARY

The City of South Lake Tahoe is requesting proposals(or statement of qualifications (SOQ) for an RFQ) from…brief summary of who/what we are looking for

Proposals are due on or before **MM/DD/YYYY no later than 12:00 p.m.** (Pacific Standard Time) at City offices (City address xxx, South Lake Tahoe, CA 96150). Proposals received after the deadline will not be accepted. Proposals and required copies must be submitted by Planet Bids on-line portal. Fax and Electronic-mailed (e-mail) submission will/will not be accepted. (Choose preferred method)

City of South Lake Tahoe
Attn:
RFP Title
City address
South Lake Tahoe, CA 96150

Read this RFP document carefully as the award will be given to the most "qualified or best value". Proposer responding to this RFP. The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposals.

In the opinion of the City of South Lake Tahoe, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please use the Q&A feature that is found within Planet Bids, where the RFP is posted.

Please note that no information given will be binding upon the City unless such information is issued in writing as an official addendum to this RFP.

TIMELINE OF CRITICAL DATES

Release of RFP	
Mandatory Pre-Proposal Meeting	**Write N/A or Delete Row**
Deadline for Question Submittal via Planet Bids	
RFP submittals DUE	
Selection Committee Review Period/Interviews	
Award Date	

SUBMITTAL PROCEDURES

1. Register with the City

All Proposers **must** ~~complete a "Vendor Information Sheet" to be entered~~ registered in Planet Bids Procurement Portal~~the City of South Lake Tahoe~~ Vendor Database, which is **required to submit a proposal**. Proposers will be notified by the City of any addenda that may be issued to this Request for Proposal (RFP). Proposers must register in the ~~City's~~ Vendor Database to be notified of such addenda

To register, go to: https://pbsystem.planetbids.com/portal/14997/portal-home and follow the instructions applicable to Proposer. Following submission, Proposer will receive a confirmation message within 24 hours from the City. Proposers are *solely responsible* for maintaining up to date and accurate information in the Vendor Database.

2. Number of Copies

Proposals must be submitted through the Planetbid portal. Proposals shall/shall not be e-mailed or faxed to the City (determined by Dept.) **Proposals not received by the date and time specified in this RFP, will be rejected.** Documents submitted in response to this RFP will become the property of the City of South Lake Tahoe and will be regarded as public record under California Public Records Act under Government Code 6250 et seq., and subject to review or release to the public, **excluding** financial records marked "confidential" which shall be available for the Proposer to pick up following a review and selection of the firm(s).

3. Format

Font, Type and Style: All proposals shall be single sided and professionally prepared (no hand-written proposals will be accepted). There are no requirements on font size, type, or style requirements.

Not Bound: Proposals shall not be bound with anything other than a clip or staple to allow the City to make additional copies as needed. No comb binding or permanent binding is permitted.

4. Submittal Deadline

Response to this RFP is due on or before **MM/DD/YYY no later than 12:00 p.m.** (Pacific Standard Time) at City offices (address below). Reponses received after the deadline will not be accepted; there are no exceptions. Fax and Electronic-mailed (e-mail) submission will not be accepted. Submit Proposals to:

City of South Lake Tahoe
Attn:
RFP Title
City Address
South Lake Tahoe, CA 96150

5. Selection Process

A Selection Committee consisting of City Staff will evaluate the submitted proposals. Proposer(s) will be objectively evaluated based on their responses to the project scope outlined in this RFP. The written proposal should clearly demonstrate how the Proposer could best satisfy the requirements of the City. The Selection Committee will utilize the Evaluation Method and Criteria described on page XX of this RFP to rate and rank each proposal.

If more information is needed following a review of the Proposals, the Selection Committee *may* invite one or more of the Proposers to a Selection Interview. Upon completion of interviews, (if needed) a recommendation by the Selection Committee to the City Manager/City Council will be made at that time and awarded in accordance with the City of South Lake Tahoe Procurement Policies & Procedures.

The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposal.

6. Professional Services Agreement

The Professional Services Agreement with the selected Proposer will begin within 30 days of award of contract. The selected Proposer will be required to sign the City's Standard Professional Services Agreement. A sample of this Agreement is attached hereto, and the City reserves the right to amend or edit this Agreement however it sees fit.

7. Reservations

a) The City reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, firm, or organization.

b) In addition, the City reserves the right to request and obtain additional information from any Proposer and to negotiate the final scope of services with the selected Proposer. The City is not liable for any costs incurred by Proposers prior to issuance of an agreement, contract, or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the City of South Lake Tahoe.

c) Only the City Council of South Lake Tahoe, or the City Manager after being duly authorized by the City Council, may execute the Agreement with the successful Proposer. Further, it is understood that respondents must independently evaluate the information in this RFP and that the City makes no guarantee of data accuracy.

d) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any *qualified respondent* in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews, or negotiations.

e) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected without notice to Proposer.

f) The City reserves the right to obtain written clarification of any point in a Proposer's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the proposal.

g) The City reserves the right, without qualification, to select a Proposer for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.

h) Proposer agrees that any response submitted to this RFP will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

8. Local Business Preference (applies to RFP's over $50,000 only)

a) The City shall apply a five percent discount to all local businesses which submit proposals for services for The City of South Lake Tahoe. The City shall evaluate the local businesses' proposals as though the proposal had been submitted at a cost of five percent lower than the cost submitted.
b) Local Business shall mean a business which maintains its principle place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license. To establish a principle place of business in South Lake Tahoe, a business must demonstrate the majority of its principals are based in the South Lake Tahoe office, and that it pays South Lake Tahoe payroll taxes on at least 51 percent of its total payroll.

9. Bidder's Security

a) When deemed necessary, bidder's security may be prescribed in invitations to bid, RFP's and RFQ's. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within 10 days after receipt of contract.

INTRODUCTION

8. Background

Background information that would be relevant to what service is being requested

9. Objective

What is the City's primary objective? What are we trying to accomplish through this RFP?

SCOPE OF SERVICE

10. Scope of Work to be Performed

- List all technical and general specifications of service, etc.….
- Be specific with all details and descriptions.
- Request proposal to be all inclusive of all fees, incl taxes, delivery charges etc...
- Request implementation schedule, timeline, delivery date etc.…

PROPOSAL CONTENT REQUIREMENTS

11. Proposal Requirements - All proposals must include the following information and shall be organized as described below. **Criteria titles and points should be edited or deleted as needed for each RFP –**

A. Cover Letter (0-5 points)

The cover letter shall be addressed to the Director of the Department, and at a minimum, must contain the following:

- Identification of Firm, including name, address, and telephone number
- Name, title, address, and telephone number of contact person during period of proposal evaluation
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from date of submittal
- Signed by person authorized to bind the Firm to the terms of the proposal.

B. Executive Summary (10 points)

The intent of this narrative is to convince the City the Proposer understands the requirements of proposal, the nature of the work, and the level of effort necessary to successfully provide the defined services.

C. Company History, Background and Experience (0-20 points)

Describe the Company's history and organizational structure, including the size of the company, location of office(s) and years in business. Provide resumes for project team members. Also include the Firm's background, experience, and capacity to undertake the project/services for the City of South Lake Tahoe in conformity with the requirements of the RFP.

D. Scope of Work/Implementation (0-35 points)

Describe the Company's general approach to managing the services provided including an explanation of the methodology to be followed and specific plans to manage, control, and supervise the services in order to insure satisfactory provision of services. In developing the work plan, reference should be made to the specific requirements and specifications noted in the Scope of Services (pages x – xx). Provide a delivery schedule designed to meet the requirements of the City. An implementation timeline from the Company is required. Provide description implementation plan considerations, including timeframes and deliverables for various stages of the agreement.

E. Project Budget (0-25 points)

Provide a description of the project cost and/or fees itemized according to the RFP proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including

all out-of-pocket expenses. The City of South Lake Tahoe will not be responsible for the expenses incurred in preparing and submitting the proposal. The Company shall present all costs, fees, taxes, and charges based on achievement of deliverables, which should be outlined in the Company's Cost Proposal.

F. Description of Recent Projects/References (0-5 points)

Provide a description of accounts/ agreements of a similar nature including at least three (3) recent client references with names and telephone numbers, contact persons.

EVALUATION METHOD & CRITERIA

Proposals will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the proposal may be deemed non-responsive and returned to proposer and any further review is subject to the City's discretion (see Reservations, page 4).

The Selection Committee will make a recommendation based on the criteria in this Proposal to award the contract/agreement to a selected Proposer. The City may conduct interviews as described on page 4 under Selection Process.

12. Evaluation Criteria

Recommendations for selection will be based on the following weighted criteria of 100 possible points and passing status on all Pass or Fail categories, if any. **This information should match the proposal content requirements on page XX**

Criteria	Points
A. Cover Letter	5
B. Executive Summary	10
C. Company History, Background & Experience	20
D. Scope of Work/Implementation	35
E. Project Budget	25
F. Description of Recent Projects/References	5

ATTACHMENT 1

SAMPLE

PROFESSIONAL SERVICE AGREEMENT

EXHIBIT G

STANDARD PROFESSIONAL SERVICES AGREEMENT TEMPLATE

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the_____day of _____ 202**X** by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and _____ ("Consultant").

RECITALS

A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for _____ years.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed _____ without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation, or expiration.

7. Ownership of Documents.
   All plans, studies, documents, and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, or subcontractors hired or retained by Consultant are employees, agents, contractors, or subcontractors of Consultant and not of the City.

   City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third-party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates, and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

    Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

    a. Will not serve in a staff capacity and will conduct research and arrive at conclusions with respect to their rendition of information, advice, recommendation, or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation, or counsel. [FPPC Reg. 18700.3(a).

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances, and regulations in carrying out their duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations, and codes of federal, state, and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials, and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

    In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. If Consultant will be physically present in the City of South Lake Tahoe to perform some or all of the services, Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges, and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for their employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers'

Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less

than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in

limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount, and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant:

Provide a copy to:

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not

subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of ancestry, age, color, disability, genetic information, gender expression, gender identity, marital status, medical condition, military or veteran status, national origin, race,

religion, reproductive health decision making, sex/gender, or sexual orientation. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

23. Drug-Free Workplace Certification. This certification is only required for Consultants receiving payment from Grant Funding. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355, et seq.) and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

    b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

        i. The dangers of drug abuse in the workplace;
        ii. The person's or organization's policy of maintaining a drug-free workplace;
        iii. Any available counseling, rehabilitation, and employee assistance program; and
        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Provide, as required by Government Code Section 8355(a)(3), that every employee who performs grant activities under this Agreement:

        i. Will receive a copy of the Consultant's drug-free policy statement; and
        ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

    Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have

the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____

City Manager

Date_____

CONSULTANT:

By _____

Name, Title

Date_____

Business License # _____

APPROVED AS TO FORM:

By_____

City Attorney

Date_____

ATTEST:

By_____

City Clerk

Date_____

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$_____**
Hourly Rate:	**$_____/hour**
Travel and out-of-pocket expenses	**$_____**
(travel is included in the TOTAL (not to exceed amount)	
TOTAL (not to exceed)	**$_____**

TIMELINE

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Name, Title

By:_____ Date_____

EXHIBIT H

STANDARD INVITATION TO BID TEMPLATE

INVITATION TO BID

TITLE

Picture

BID# date of award yyyy-mm-dd Title

**note: Formal Bids must be posted for minimum of 30 days*

SUMMARY

The City of South Lake Tahoe is requesting formal competitive bids from qualified professional vendors/firms for (short sentence describing what you are looking for).

Electronic Bids are due on or before **MM/DD/YYYY** **no later than 12:00 p.m.** (Pacific Standard Time) Electronic Bids must be uploaded by said time and date. Bids received after the deadline will not be accepted. Bids must be submitted by Planet Bids. Fax and Electronic mailed (e-mail) submission will not be accepted.

Bidders will be notified by the City of any addenda that may be issued to this Formal Invitation to Bid (BID). Bidders must register in the City's Vendor Database to be notified of such addenda (see page 3 for instructions on how to register).

Read this BID document carefully as the award will be given to the "lowest qualified responsible bidder" responding to this BID. The City reserves the right to reject any or all bids. Bids will be publicly opened and read aloud at the "department address" office immediately after the closing of the bid.

In the opinion of the City of South Lake Tahoe, this BID is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please use the Q&A feature that is found within Planet Bids, where the BID is posted.

Please note that no information given will be binding upon the City unless such information is issued in writing as an official addendum to this BID.

TIMELINE OF CRITICAL DATES

Release of Formal Competitive Bid	**xx-xx-xxxx**
Mandatory Pre-Bid Meeting	***optional**
Deadline for questions Submitted via Planted Bids	**xx-xx-xxxx**
Questions & Answers Uploaded	**xx-xx-xxxx**
Formal Bid Due	**xx-xx-xxxx**
City Council Award	**xx-xx-xxxx**

SUBMITTAL PROCEDURES

1. Register with the City

All Bidders **must** register **through the Vendor Portal in the Planet Bids website** to be entered in the City of South Lake Tahoe Vendor Database, **which is required to submit a bid**. Go to this website address: https://pbsystem.planetbids.com/portal/14997/portal-home and follow the instructions applicable to Bidder. Following submission, Bidders will receive a confirmation message within 24 hours from Planet Bids. Bidders are *solely responsible* for maintaining up to date and accurate information in the Vendor Database.

2. Public Record

Bids not received by the date and time specified in this BID, will be rejected. Documents submitted in response to this BID will become the property of the City of South Lake Tahoe and will be regarded as public record under California Public Records Act under Government Code 6250 et seq., and subject to review or release to the public, **excluding** financial records marked "confidential" which shall be available for the bidder to pick up following a review and selection of the bid.

3. Format

Font, Type and Style: All proposals shall be single sided and professionally prepared (no handwritten proposals will be accepted). There are no requirements on font size, type, or style requirements.

4. Submittal Deadline

Response to this BID is due on or before **MM/DD/YYYY no later than 12:00 p.m.** (Pacific Standard Time) through Planet Bids on-line portal. Reponses received after the deadline will not be accepted; there are no exceptions. Fax and Electronic-mailed (e-mail) submission will not be accepted.

5. Purchase Agreement/ Contract

Upon approval of the Award by City Council; a written Purchase Agreement or Contract will be issued by the City Attorney's Office. The Agreement is in force through the time period specified in the Scope of Work in the bid. The selected Bidder will be required to sign the City's Purchase Agreement or Contract. A sample of this Agreement is attached hereto, and the City reserves the right to amend or edit this agreement however it sees fit. No changes may be made in the agreement without written authorization by the City of South Lake Tahoe. Quantities specified in the purchase agreement are not to be exceeded without written authorization from the City of South Lake Tahoe.

7. Reservations

a) The City reserves the right to reject any and all bids, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Invitation to Bid, in whole or in part, or decide to award a contract on the basis of individual items, or groups of items, or on the entire list of items; to reject any or all bids or any part thereof; and to waive any informalities and/or negotiate minor deviations to the bid, with the successful bidder. The City's decision shall be final, without liability, obligation, or commitment to any party, firm, or organization.

b) In addition, the City reserves the right to request and obtain additional information from any Bidder and to negotiate the final scope of services with the selected vendor. The City is not liable for any costs incurred by Bidders prior to issuance of an agreement, contract, or purchase order. Costs of developing the bid, oral presentations or any other such expenses incurred by the vendor in responding to the BID are entirely the responsibility of the vendor and shall not be reimbursed in any manner by the City of South Lake Tahoe.

c) Only the City Council of South Lake Tahoe, or the City Manager after being duly authorized by the City Council, may execute the Agreement with the successful bidder. Further, it is understood that respondents must independently evaluate the information in this BID and that the City makes no guarantee of data accuracy.

d) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any *qualified respondent* in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written bids it receives without conducting discussions, interviews, or negotiations.

e) If, in the opinion of the City, a bid contains false or misleading statements or references, it may be rejected without notice to Bidder.

f) The City reserves the right to obtain written clarification of any point in a vendor bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a Bidder to respond to such a request for additional information or clarification may result in rejection of the bid.

g) The City reserves the right, without qualification, to select a Bidder for further discussions based solely on the content of the BID and relevant information obtained from others concerning the respondent's respective records of past performance.

h) Proposer agrees that any response submitted to this BID will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

8. Bid Protests

a) A non-selected bidder may protest award of contract by submitting a written bid protest which shall be received by the city clerk no later than seven calendar days after the city's selection of the winning bidder or no later than 10 calendar days from the date that the city issues notice of designation of a bidder as non-responsible.

b) The bid protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

c) Where award of the contract is to be made by the city council, the city clerk shall place a discussion of the bid protest on the next regularly scheduled council meeting agenda and the city council shall determine whether, based on the protest, to award the contract to the selected bidder, to reject all bids, or to award the contract to the next lowest responsible bidder.

9. Local Business Preference

a) The city shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment, and services for nonpublic projects. The city shall evaluate the local businesses' bids as though the bid had been submitted at a cost of five percent lower than the cost submitted.

b) Local Business shall mean a business which maintains its principle place of business in a fixed office within the city of South Lake Tahoe and possesses a current South Lake Tahoe business license. To establish a principle place of business in South Lake Tahoe, a business must demonstrate the majority of its principals are based in the South Lake Tahoe office, and that it pays South Lake Tahoe payroll taxes on at least 51 percent of its total payroll.

9. Bidder's Security

a) When deemed necessary, bidders' security may be prescribed in invitations to bid, RFP's and RFQ's. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within 10 days after receipt of contract.

INTRODUCTION

8. Background

Background information that would be relevant to what product is being requested

9. Objective

What is the City's primary objective? What are we trying to accomplish through this BID?

SCOPE OF WORK

11. Scope of Work to be Performed:

- List all technical and general specifications of item(s), product, service, etc….
- Be specific with all details and descriptions.
- Request bid to include all fees, tax (8%), delivery charges
- Request implementation schedule, timeline, delivery date

BID CONTENT REQUIREMENTS

12. <u>Bid Requirements</u> - All bids must include the following information and shall be organized as described below.

A. Cover Letter

The cover letter shall be addressed to the Department, Department Head, Title, and at a minimum, must contain the following:

- Identification of Vendor, including name, address, and telephone number
- Name, title, address, and telephone number of contact person during period of bid evaluation
- A statement to the effect that the bid shall remain valid for a period of not less than 120 calendar days from date of submittal
- Signed by person authorized to bind the bidder the terms of the proposal.

B. Product Specification

In a brief narrative, describe the specifications to meet the requirements of the Invitation to Bid. The intent of this narrative is to convince the City that the Bidder understands the objective that the bid is intended to meet, the nature of the work and/or product, and the level of effort necessary to successfully provide the defined product or scope of work.

C. Company History, Background and Experience

Describe the Vendor's history and organizational structure, including the size of the company, location of office(s) and years in business. Provide resumes project team members (if applicable). Also include the Vendor's background and public sector experience in conducting description of work/item.

D. Scope of Work/Implementation

Describe the Vendor's general approach to managing the project or providing the goods, including specific plans to manage, control, and/or deliver the project to insure satisfactory provision of services. Provide a schedule designed to meet the requirements of the City. The City's target date for completion/delivery is xxxx weeks/days from the date the contract is signed; however, a timeline from the Vendor is required. Provide description of all costs, implementation, including estimated timeframes and deliverables.

E. Project Budget (0-25 points)

Provide a detailed description of the project budget/ product itemized according to Scope of Work. The Vendor shall present a specific "not to exceed" fixed fee /cost including associated taxes, fees, and charges and be based on achievement of deliverables. Provide itemized budget.

F. Description of Recent Projects/References (0-5 points)

Provide a description of projects/products of a similar nature including at least three (3) client references with names and telephone numbers, contact persons.

EVALUATION METHOD & CRITERIA

Bids will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the bid may be deemed non-responsive and returned to bidder. Further review is subject to the City's discretion (see Reservations, page 4).

The Selection Committee will make a recommendation to the City Manager based on the criteria in this bid to award the contract to the lowest qualified responsible bidder. The City Council will make the final determination whether or not to award a contract/agreement.

ATTACHMENT 1

SAMPLE

STANDARD PURCHASE AGREEMENT

EXHIBIT I

STANDARD PURCHASE AGREEMENT TEMPLATE

CITY OF SOUTH LAKE TAHOE
PURCHASE AGREEMENT

This Agreement is made and entered into as of the_____day of _____ 202x by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and _____ ("Vendor").

RECITALS

A. Vendor has been selected as the lowest qualified bidder to provide the goods/materials/products set forth in this Agreement.

B. Vendor and City desire to enter into this Agreement for the purchase of said goods/ materials/ products. .

AGREEMENT

1. Scope of Agreement. Vendor shall provide the goods/materials/products set forth in this agreement and described more fully in the **Exhibit A, "Description of Goods/Materials/Products,"** attached hereto and incorporated herein by reference (hereinafter the "product(s)"). **Exhibit A** further sets forth the requirements for delivery of the product(s), including requirements for installation, maintenance, servicing, etc.

2. Term/Time of Performance. The goods/materials/services described in **Exhibit A** shall be delivered to the City on or before _____.

3. Compensation. Compensation to be paid to Vendor shall be in accordance with **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Vendor's compensation exceed _____ without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Vendor shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item set forth in **Exhibit A**.

4. Expiration and Termination of Agreement. This Agreement shall expire upon written confirmation from the City that Vendor has delivered product(s) in compliance with the scope set forth in **Exhibit A.** Such confirmation shall not be unreasonably withheld.

The City may terminate this agreement if Vendor fails to deliver product(s) and comply with the terms of **Exhibit A** within ten (10) days of the date of delivery set forth in paragraph two (2) herein.

5. Independent Contractor. It is understood that Vendor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Vendor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Vendor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, or subcontractors hired or retained by Vendor are employees, agents, contractors, or subcontractors of Vendor and not of the City.

   City is not required to make any deductions or withholdings form the compensation payable to Vendor under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Vendor's assigned personnel. Any third-party persons employed by Vendor shall be entirely and exclusively under the direction, supervision, and control of Vendor. Vendor hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

6. Interest of Vendor. Vendor, (and principals, associates, and professional employees of Vendor) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Vendor's services hereunder. Vendor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

7. Professional Ability of Vendor. City has relied upon the professional training and ability of Vendor to provide the product(s) hereunder as a material inducement to enter into this Agreement. Vendor shall therefore provide properly skilled professional and technical personnel to perform all tasks related to delivery of the product(s), etc. as set forth in **Exhibit A**.

8. Compliance with Laws. Vendor shall comply with all applicable federal, state, regional and local laws, codes, ordinances, and regulations in carrying out his/her duties under this Agreement. Vendor shall observe and comply with all

applicable laws, ordinances, regulations, and codes of federal, state, and local governments.

9. Licenses. Vendor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Vendor to engage in this Agreement. Vendor represents and warrants to City that Vendor shall, at its sole cost and expense, always keep in effect or obtain during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Vendor. Vendor shall always maintain a City of South Lake Tahoe business license during this Agreement. Vendor acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

10. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

11. Indemnity. Vendor hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Vendor's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Vendor agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Vendor's negligent acts, errors, omissions, regarding this Agreement, the Vendor's work under this Agreement, or the Vendor's Scope of Work.

    City does not, and shall not, waive any rights against Vendor which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Vendor, of any of the insurance policies hereinafter set forth.

12. Warranty. Vendor will provide warranty language.

13. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such

notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Vendor:

Provide a copy to:

14. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Vendor. Assignments of any or all rights, duties or obligations of the Vendor under this Agreement will be permitted only with the express consent of City. Vendor shall not subcontract any portion of the Agreement without the written authorization of City. If City consents to such subcontract, Vendor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

15. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

16. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado

Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

17. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

18. Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any Vendor or person, other than the independent contractors hired in accordance with Vendor's standard business practice, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid, nor has it agreed to pay any Vendor or person, other than a bona fide employee working solely for Vendor or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

19. Amendments. This Agreement may be modified or amended only by a written document executed by both Vendor and City and approved as to form by the City Attorney.

20. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

21. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Vendor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

22. Time is of the Essence. Time is of the essence for this Agreement.

23. Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE: VENDOR:

By_____ By _____

City Manager Name, Title

Date_____ Date_____

Business License # _____

APPROVED AS TO FORM:

By_____ Date_____

City Attorney

ATTEST:

By_____ Date_____

City Clerk

Attachments:

Exhibit A – Description of Goods/Materials/Products

Exhibit B – Compensation
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

Description of Goods/Materials/Products

EXHIBIT B

COMPENSATION

- **Provide total itemized costs**
- **Include all taxes, shipping, handling, fees, and discounts**

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Vendor shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Vendor:
Name, Title

By: _____ Date_____

EXHIBIT J

RFP REJECTION LETTER – TEMPLATE/EXAMPLE

USE DEPARTMENT- CITY LETTERHEAD

Date

Address

Re: Award Decision, Department of _____, RFP # _____ for [service requested]

Dear

Thank you for submitting a proposal in response to the subject Request for Proposals (RFP). An evaluation panel, using the weighted criteria outlined in the RFP, has completed its review, and scoring of all the proposals we received. The proposal submitted by _____ received the panel's highest score. We will be developing a contract for the requested services with that organization. Thank you again for your participation, and for your interest in doing business with the City of South Lake Tahoe.

This award is a final decision subject to the successful negotiation of a mutually acceptable contract. A nonselected bidder may protest the award of a contract by submitting a written bid protest which shall be received by the city clerk no later than seven calendar days after the city's selection of the winning bidder or no later than 10 calendar days from the date that the city issues notice of designation of a bidder as nonresponsible. Please see City of South Lake Tahoe Code section 3.45.020 for the full bid protest procedure.

Very truly yours,

EXHIBIT K

RFP ACCEPTANCE LETTER TEMPLATE/EXAMPLE

*Use Department City Letterhead

Date

Address

Re: Award Decision, Department of _____, RFP # _____ for [service requested]

Dear

Congratulations. The evaluation panel, using the weighted criteria outlined in the subject Request for Proposals (RFP), has completed its review of the proposals received. We are pleased to announce that your proposal received the panel's highest score.

Enclosed with this letter is an electronic copy of the City's approved Professional Services Agreement. We respectfully ask you to review the terms and conditions. Any changes should be made with MS Word Track Changes so that our Attorney may review them. We also kindly ask that you provide us a scope of services attachment that includes all services requested in our RFP. When both parties arrive at mutually acceptable terms, we will place the master agreement on the City Council agenda for adoption.

Thank you for your interest in working with the City of South Lake Tahoe. If you have any questions or concerns, please do not hesitate to reach out to me at _____.

Very truly yours,

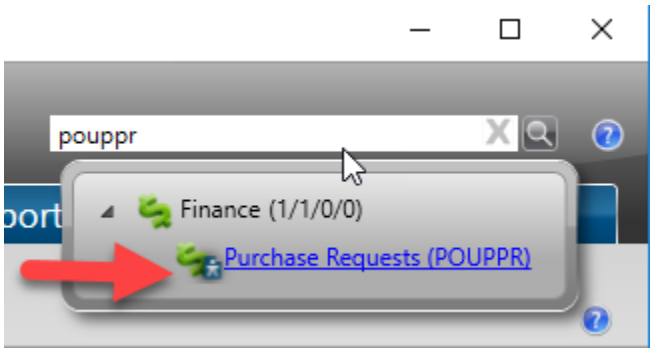
Attachment: Professional Services Agreement/ or Purchase Agreement

EXHIBIT L

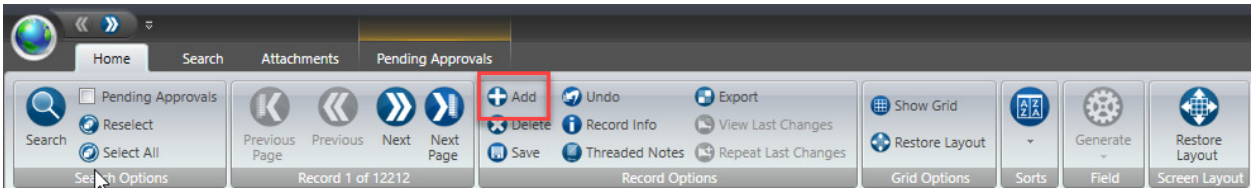
INSTRUCTIONS TO CREATE A STANDARD PURCHASE ORDER (PO)

Creating a Purchase Order

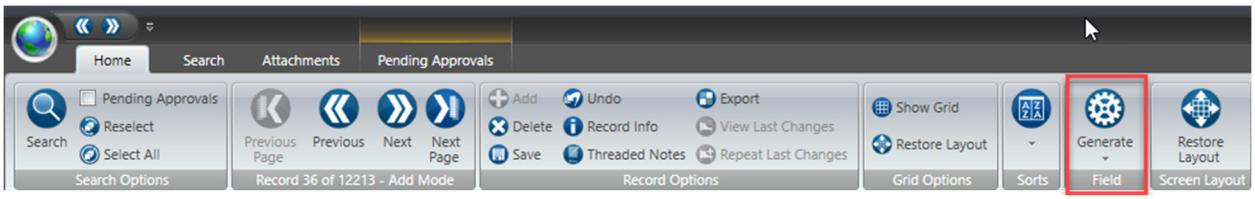
1. Login to OneSolution
2. Type POUPPR into the top right search tool and click on “Purchase Requests (POUPPR)



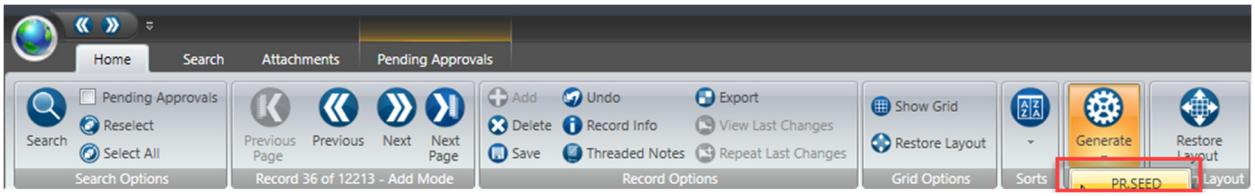
3. Click on “Add”



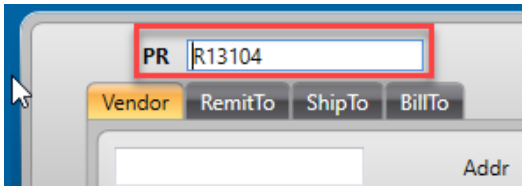
4. Click on Generate



5. Click on PR_SEED



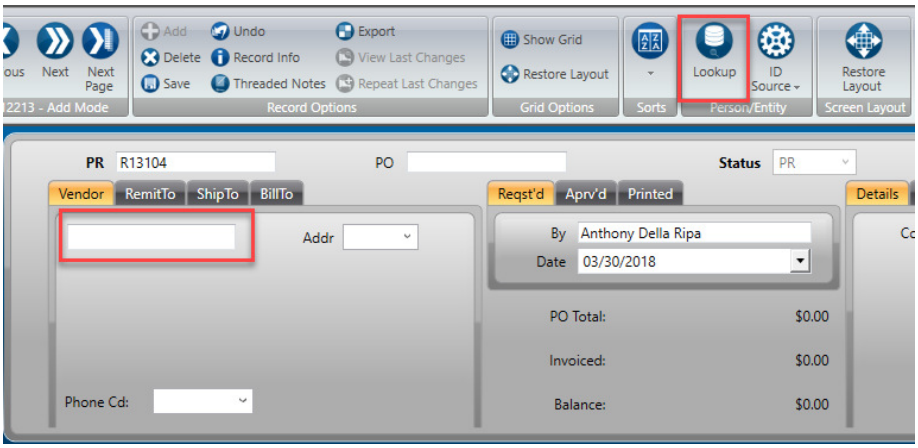
6. Write down the PR Number

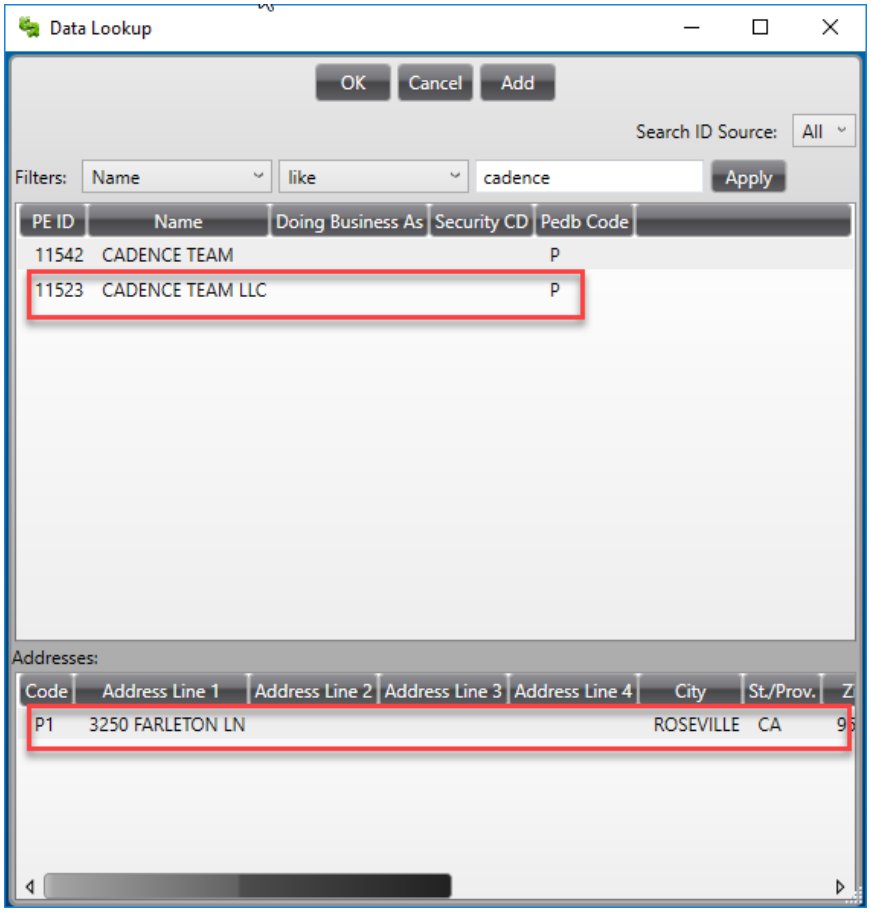


7. If you know the vendor ID then type it in the text box that is located in the Vendor tab. If you don’t know the ID then you can search for it by name. If the vendor is not in our system then you will have to request a W9 from the vendor and send it over to Ben so he setup the new

vendor in our system. If this new vendor is doing any work on one of our properties then a business license is needed. Have Finance contact this new vendor to setup a business license.

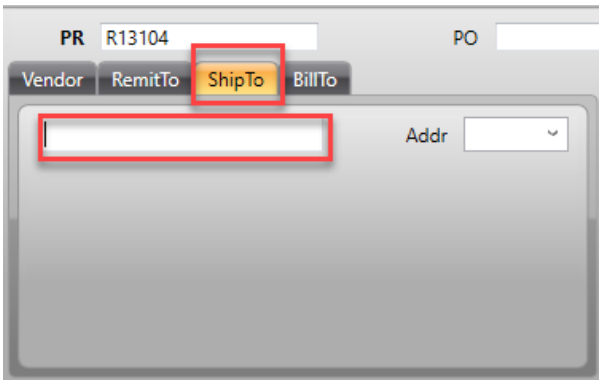
8. Type in the Vendor ID in the text box or look it up. Select the vendor and the correct address then click on OK at the top.

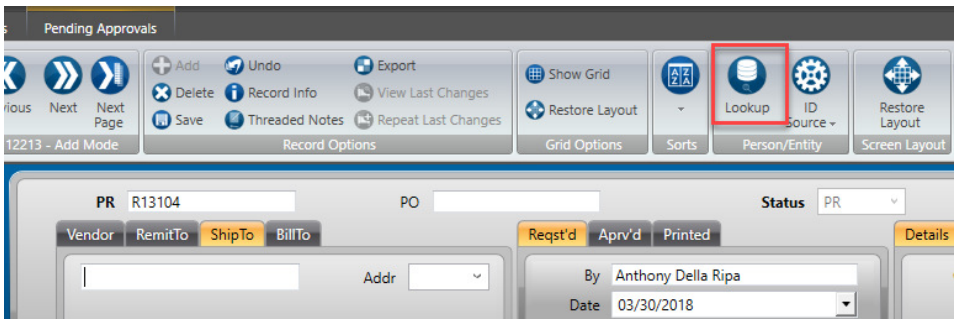


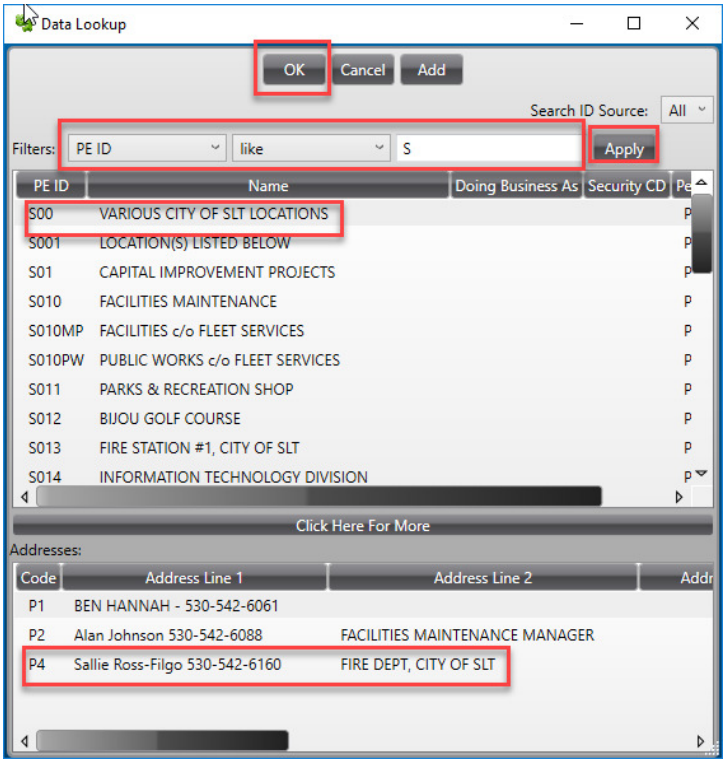


9. Click on the Ship to Tab. If you know the ship to ID then type it in the box or you can search for it. To search click on the Lookup button. All city building starts with a S. Filter by PE ID and type

in an “S” and click on “Apply”. Look for the city building that it needs to be shipped to and select the correct person at that address.

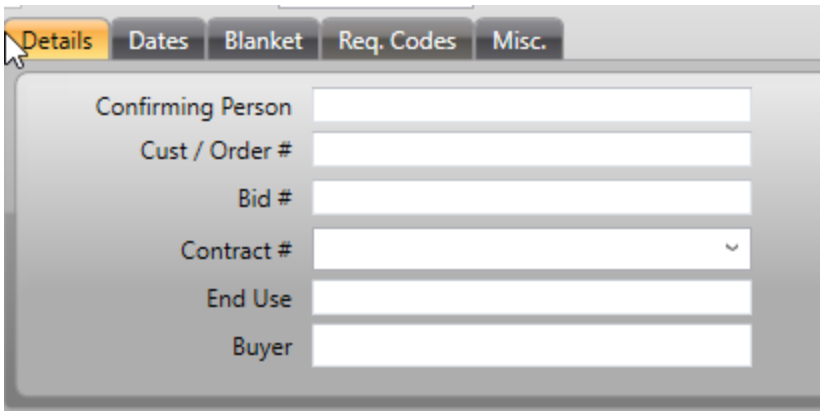




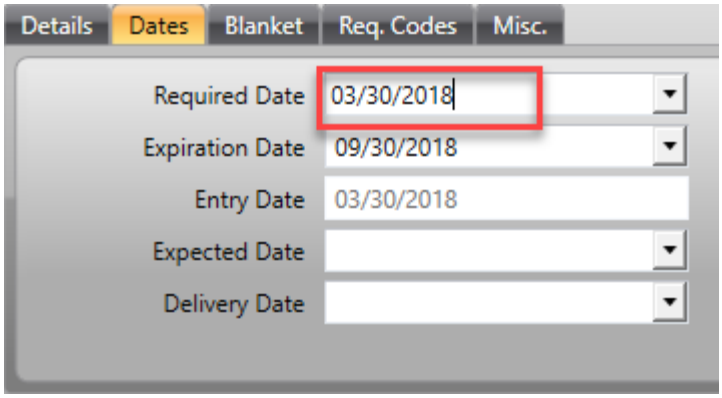


10. Under the “Details” tab type in the following
    a. Confirming Person – The person requesting this item/service

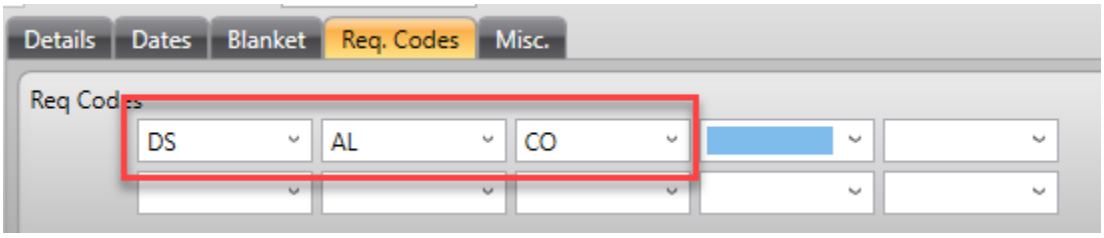
b. Cust / Order # - Quote or order number if available
c. Bid # - If available
d. Contract # - If available
e. End Use – The department or division requesting this PR
f. Buyer – Leave Blank



11. Go to the "Details" tab and type in the current date



12. Skip "Blanket" Tab
13. Click on "Req. Codes" Tab. Make sure the following codes are selected.



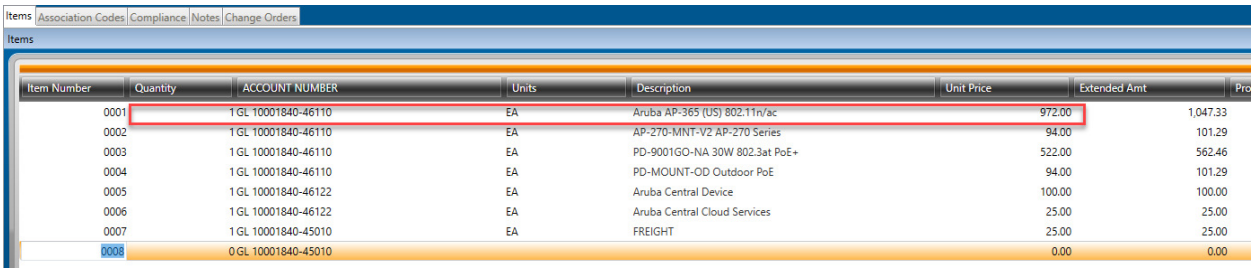
14. Skip "Misc." Tab

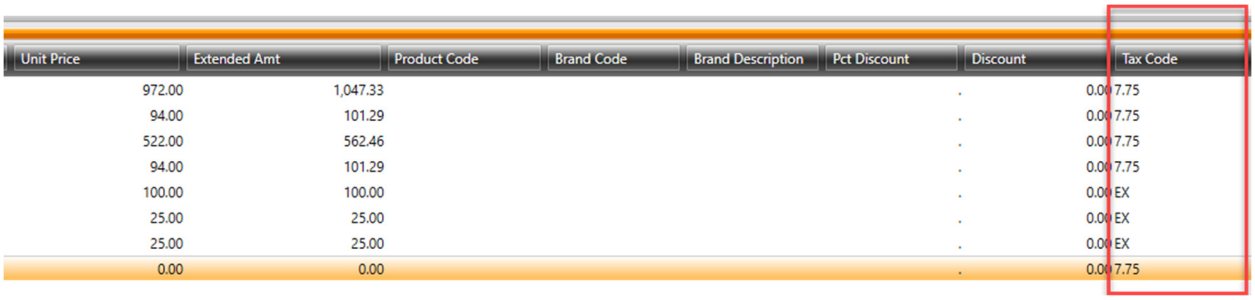
15. Click on the "Notes" Tab. In the dropdown there are three choices
    a. PR Notes – This is for internal notes only
    b. Print Before – This will place the note directly on the PO above the first line item.

i. Quote number
ii. Delivery instructions
iii. Etc…

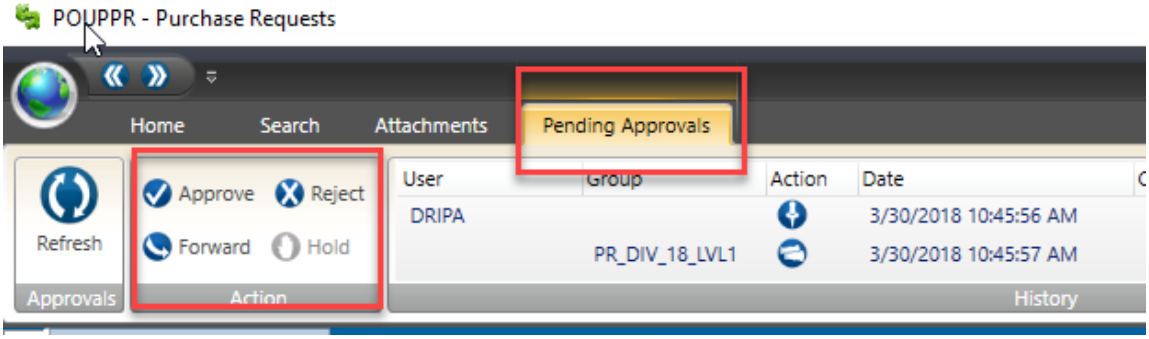
c. Print After – This will place the note directly after the last line item.
   i. Quote number
   ii. Delivery instructions
   iii. Etc…

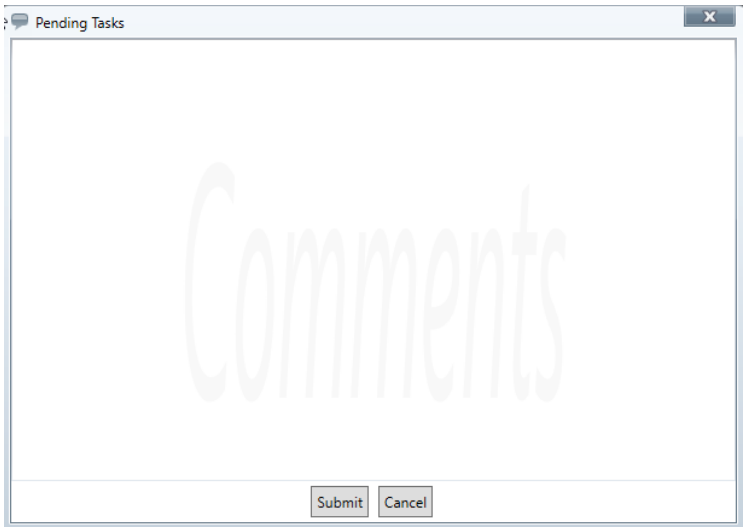
16. In the "Items" tab. Enter in the Quantity, Account Number, Units, Description, Unit Price. If Tax is NOT required, then scroll to the right and select EX under the "Tax Code" column. After entering the data in each filed press the "Enter" to save the item and two add a second item.



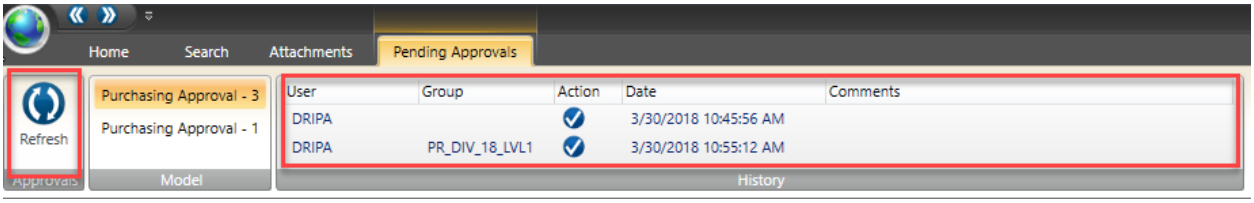


17. Once you are finished adding items. You will have to approve the PR out of your queue. At the top you should have "Pending Approvals" tab; If you don't, please see below to activate it. Click on that tab and select one of the four choices. When you select one a second window will popup so you can type additional notes for yourself or for the next approver in the queue.



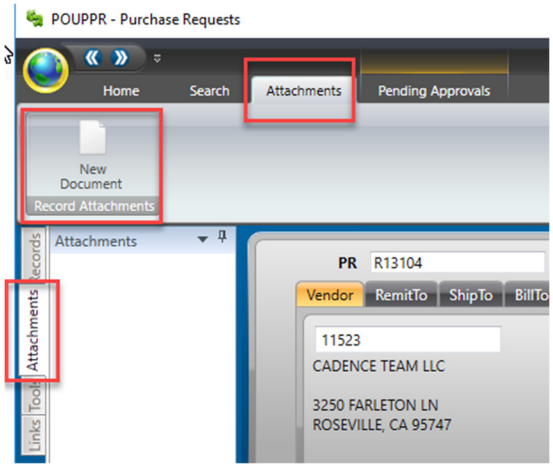


18. If there are multiple approvers you can click on refresh to see who next in line to approve the PR.

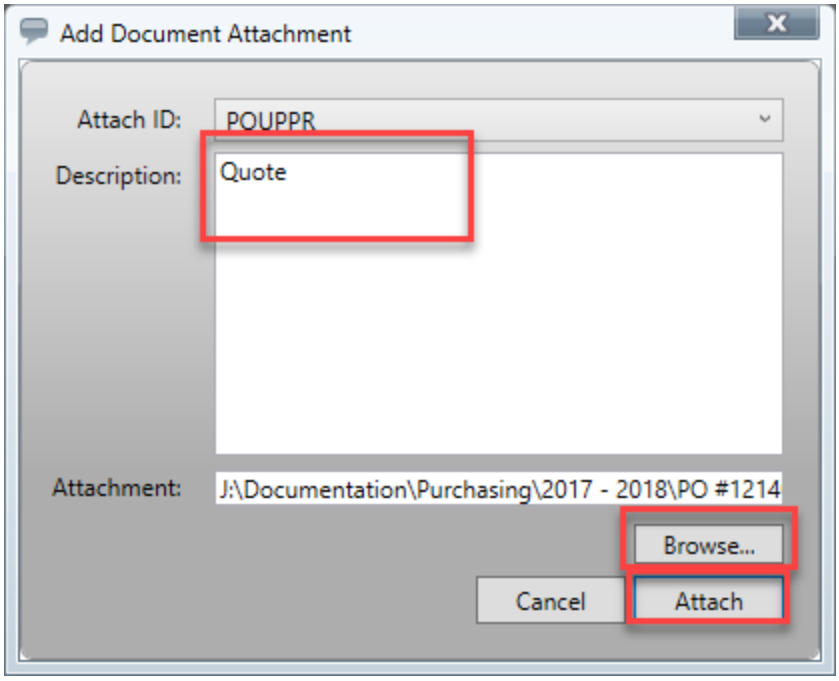


Adding Attachments to the PR

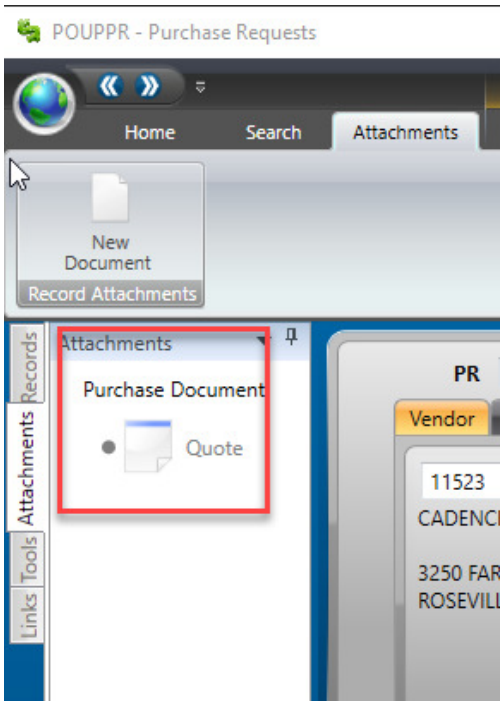
1. Click on the "Attachments" tab on the top will allow you add new documents. The "Attachment" tab on the left will show you the current documents attached to the PR.



2. Click on "New Document". A second window will popup. You will need to add a description and then browse to the location where your attachment is saved. Then click on "Attach."

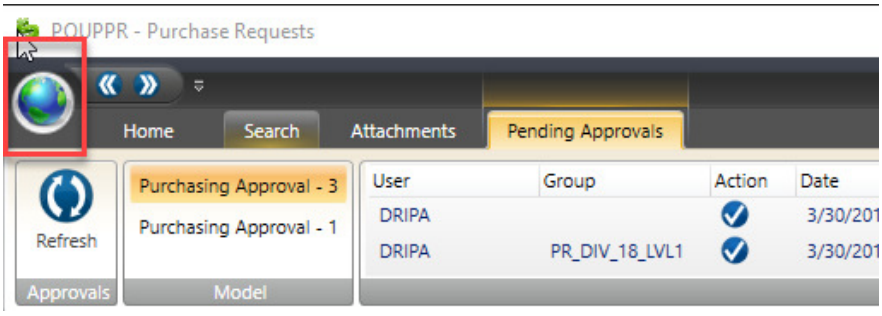


3. You will see the document listed on the left side. If the wrong document was attached; just hover you mouse of the attached document and send IT the document ID and request that document to be removed.

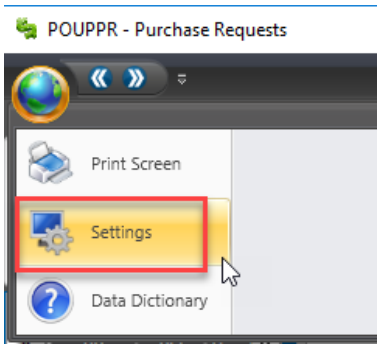


Activating the "Pending Approval" tab and "Attachments" Tab

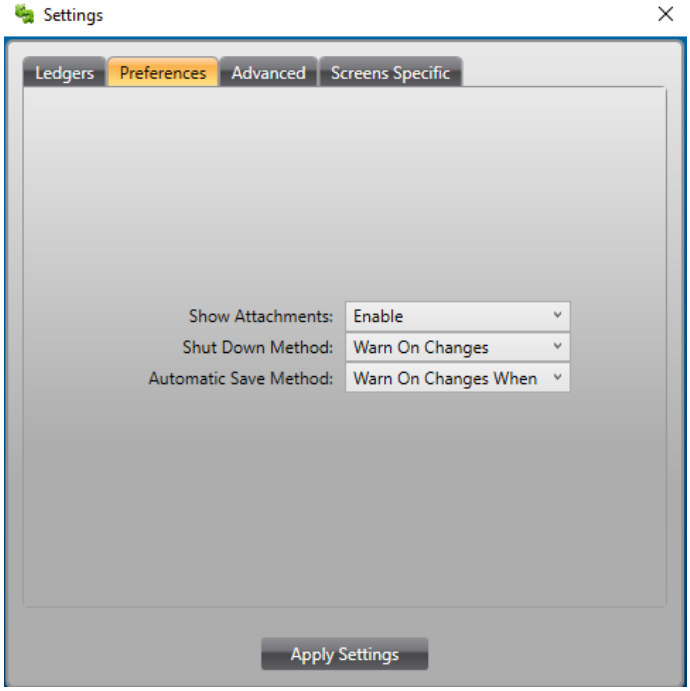
1. Click on the Globe



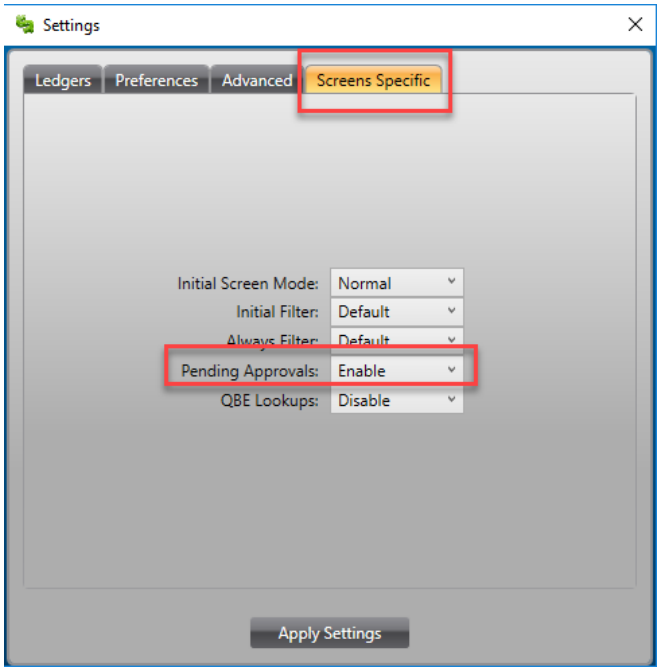
2. Click on “Settings”



3. Click on “Preferences” tab and select “Enable for “Show Attachments”. Then click on “Apply Settings”



4. Click on “Screens Specific” tab and select “Enable” for “Pending Approvals”



Purchase Order Rules

1. All quotes, sole source form, state contracts, etc…. and the approved PO must be attached to the PR.

FINANCIAL MANAGEMENT PROCUREMENT POLICY

These guidelines establish the basic policies and procedures for the procurement of goods and services in accordance with City Ordinance Adopted and Approved by the City Council August 12, 2025. Procedures are drafted by the Finance Dept. in coordination with the City Attorney and City Manager's office. All City employees responsible for the procurement of goods and services while conducting City business are responsible for knowing and following this policy.

Quick Guide to Purchasing

Dollar limit	For Materials, Supplies, Equipment & Services	Forms Required	Approval Authority
$0 $9,999	Discretionary purchases: no competitive bid required. Purchase using Cal Card, or vendor invoice- signed, **with account number**. **ALL services performed by an outside vendor at a city-owned property require a Purchase Order or PSA.**	Signed invoice or e-mail approval **with acct. number** PO for service	Supervisor/ Designated Purchaser
$10,000 – $29,999	Requires 3 informal quotes, cooperative contract, or Sole Source Justification form. Purchase using approved vendor invoice, or PO with budgeted account number. *__ALL services performed by an outside vendor require a Purchase Order or Professional Services Agreement. Executed written contracts and PSA's over $10K need to be sent to City Clerk.**	3-Quotes or Sole Source form, Co-op contract#, PO, or invoice w/ acct#	Department Head
$30,000 – $59,999	Requires 3 informal quotes, co-op contract, or Sole Source Justification form. Provide budgeted account number and proper signing authority. *__ALL services and purchases of goods at this threshold require a PO and/or written contract approved by Dept. Head & City Manager. Executed copies need to be sent to City Clerk.**	All above + PO, PSA/ or Purchase Agreement	Department Head and City Manager
$60,000 +	Requires Formal Bid process with City Council approval. **All services and purchases of goods require a written contract approved by the City Attorney's office as well as City Council approval. Executed copies sent to City Clerk.**	All above + - RFP or BID -Staff report	City Council Award- invoices signed by DH, CM

NOTE: ALL construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting and repair work involving **ANY publicly owned, leased, or operated facility** is considered a **Public Project** and is subject to the City's Public Works Code and the Uniform Public Construction Cost Accounting Act." (City Code SLTCC § 3.45, Article II). **Contact the Public Works Department (ext. 6034) for further direction prior to engaging in any of these activities.**

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1. GENERAL STANDARDS

The City's Purchasing Ordinance (SLTCC § 3.45) and Procurement Policy are in place as guidelines to ensure materials and services are purchased in a legal and cost-effective manner. The purchasing functions are decentralized, with each Department/Division responsible for procuring their own goods, services, and contracts, as well as maintaining compliance with City policies and procedures. Employees and City Officials are responsible for exercising good judgment in requesting, approving, and procuring goods, services, and contracts on behalf of the City of South Lake Tahoe to provide prudent stewardship of public funds and City resources.

Adoption and Implementation: The City Council is responsible for adopting the City's Purchasing Ordinance and Procurement Policy and approving significant policy revisions. The City Manager, or his/her designee , is responsible for developing administrative procedures to implement this policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts.

Public Records Requirement: All documents related to City procurement are public records and may be subject to disclosure under the California Public Records Act (Government Code §6250-6270).

1.1 CODE OF CONDUCT OVERVIEW

All employees are responsible for impartially assuring fair competitive access to city procurement opportunities by responsible suppliers, vendors, and contractors. In addition, all employees and city officials shall conduct themselves in a manner that avoids any impropriety, or appearance of impropriety, and fosters the highest level of public confidence in the integrity of the City of South Lake Tahoe procurement process.

Code of Ethics

Public employees and officials shall act in good faith to perform their duties ensuring fair and equitable treatment of all people dealing with government procurement; to foster public confidence in the integrity of the procurement process; and to ensure the appropriate application of purchasing ethics. When engaging in procurement, any person employed by the City of South Lake Tahoe, or vendors and third parties doing business with the City of South Lake Tahoe, shall be bound by this code of ethics, including but not limited to the following:

1. Avoid the intent and appearance of unethical behavior or fraudulent practices.
2. Diligently follow the procurement laws, rules, and procedures.
3. Refrain from any activity that would create a conflict between personal interests and the interests of the City.
4. Identify and eliminate any conflicts of interest.

5. Avoid soliciting or accepting money, loans, credits, discounts, favors, gifts, or services from present or potential suppliers which may influence or appear to influence purchasing decisions.
6. Ensure that all persons are afforded equal opportunity to compete in a fair and open environment.
7. Encourage any person, including any actual or prospective bidder, offeror, contractor, or business to act in good faith to practice purchasing ethics, and display business integrity as a responsible offeror.

Conflict of Interest

Any officer or employee of the City acting or appearing to act on behalf of someone other than the City; or in carrying out duties has or appears to have a self-interest from which a personal profit or gain is realized or that is actually or potentially adverse to the best interests of the City is displaying a "conflict of interest".

No officer or employee of the City shall have any interest, financial or otherwise, direct, or indirect, or have any arrangement that may reasonably be expected to bias the procurement process or influence the bidding and purchasing of goods, services, or public projects. Officials and employees of the City shall avoid any action that might result in, or create the appearance of:

- Using his or her official position for private gain
- Giving preferential treatment to any person or organization
- Losing complete independence or impartiality
- Making an official decision outside official channels
- Adversely affecting public confidence in the City and the procurement process
- Or any other Conflict of Interest, real or perceived

Accepting Gifts and Gratuities

No city employee or official shall solicit, demand, accept or agree to accept a gift of goods or services, payment, loan, advance, deposit of money, or employment offer presented, promised in return for, or in anticipation of favorable consideration in a city procurement. Nor should any city employee or official accept any meals, lodging, transportation, favor, hospitality, or any other thing of value from anyone who is doing or seeking to do business with the City of South Lake Tahoe.

Avoid Making a Gift of Public Funds

The Constitution of the State of California prohibits any gift of public funds. All expenditures of public funds must support the Departments' function, purpose, and provide benefit to the City. This prohibition extends to any advance payments or pre-payments made to a contractor before work has been performed or before all goods or services have been accepted per CA Government Code, Section 19990. This does not apply to Mobilization costs for Public Construction Contracts.

Fraud, Waste, and Abuse

The City of South Lake Tahoe is dedicated to safeguarding its revenue, property, information, and other assets from any deceitful attempts by members of the public, recipients of city funds, contractors, vendors, agents, employees, and city officials to gain unauthorized benefits. All

employees and city officials are responsible for the detection, reporting and prevention of fraud, misappropriations and other misuse. Accordingly, it is the policy of the City to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the City and, when appropriate, pursue legal remedies available under the law. Additional information, examples, procedures, and disciplinary actions can be found in the City's Financial Policies, Fraud, Waste, and Abuse Policy approved by City Council in August 2025.

Reporting Hotline

Employees can report complaints, suspicions, or violations of any code of conduct policy, directly to their Supervisor, Department Head, Human Resources, or they can report via the city Hotline. The Hotline is available 24 hours per day and can be anonymous, or the employees can identify themselves. **The Hotline number is (800) 576-5262; South Lake Tahoe organization code is 10060.**

California Whistleblower Protection Act

It is the public policy of the State of California to encourage employees to notify an appropriate government or law enforcement agency, person with authority over the employee, or another employee with authority to investigate, discover, or correct the violation or noncompliance, and to provide information to and testify before a public body conducting an investigation, hearing or inquiry, when they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a local, state or federal rule or regulation. Employees will be granted Whistle-Blower protection when acting in accordance with this policy. When an employee provides information about a suspected impropriety, neither the City nor any person acting on behalf of the City shall dismiss or threaten to dismiss the employee, discipline, suspend or threaten to discipline or suspend the employee, impose any penalty upon the employee or intimidate or coerce the employee.

Disciplinary Actions for Policy Violations

City employees shall abide by and be accountable for the codes of conduct established in this policy. These policies are in accordance with Government General Procurement Standards in the Code of Federal Regulations CFR §200.318(c), as well as State of California Government Code, Section 19990. Policy violations may result in disciplinary actions in accordance with the city's established procedures, consistent with state law and may include, but are not limited to:

1. Disciplinary action, up to and including termination of employment
2. Restitution for all losses, including investigation and legal expenses
3. Forwarding information to the appropriate authorities for criminal prosecution
4. Institution of civil action recover losses

The City of South Lake Tahoe reserves the right to deny approval, purchase, payment, or reimbursement of expenses that are considered fraudulent, lavish, extravagant, or are unsupported by* required *documentation.

1.2 PUBLIC PROJECTS

ALL construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and repair work involving **ANY** publicly owned, leased, or operated facility is considered a **Public Project** and is subject to the City's Public Works Code and the Uniform Public Construction Cost Accounting Act." **(CUPCCAA)** (City Code SLTCC § 3.45, Article II)

Prequalification: The City may require each prospective bidder for a contract to submit a standardized questionnaire and financial statement in the form specified by the director of public works. The City may establish a process for prequalifying prospective bidders on a quarterly basis, and a prequalification pursuant to this process shall be valid for one calendar year following the date of initial prequalification. The director of public works is authorized to establish such a quarterly prequalification process. Refer to City Code for bidder appeal process. (City Code SLTCC § 3.45.105)

Director of public works authority for Public Projects: Public project contracts of **$75,000** or less may be executed by the director of public works or his or her designee by force account, negotiated contract, or purchase order. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California. This includes contract change orders combined up to this amount. Vendors chosen in this manner must be on the prequalification list.

Informal bidding for Public Projects: Monetary Limit. Public contracts of **$220,000** or less may be executed by the director of public works or his or her designee as well as let to contract by informal procedures as set forth in this section. Contract change orders up to this amount may be approved by the director of public works, so long as the combined amounts are within the approved project budget. This limit shall be automatically adjusted from time to time to reflect changes in the limits established by the state of California.

1. Contractors List: The city shall maintain a contractors list and contractors shall be selected to perform public projects in accordance with the provisions of Public Contract Code Section 22034.
2. Notice Inviting Informal Bids: Not less than 10 calendar days before bids are due, the city will mail notices inviting informal bids to all contractors on the contractors list and/or all trade journals specified in Public Contract Code Section 22034(b).

Formal Competitive Bidding: Public projects of **greater than $220,000** shall be bid in accordance with the procedures set forth in Public Contract Code Section 22037 et seq. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-22)

Lowest Responsible Bidder: Contracts for public projects shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the city may accept the one it chooses. In determining the lowest responsible bidder, the following factors may be considered in addition to price:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
2. The character, integrity, reputation, judgment, experience, efficiency and performance demonstrated in previous contracts or services for the city;
3. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;
4. The ability of the bidder to provide future maintenance for service for the public project. (Ord. 1171 § 1; Ord. 1165 § 1; Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-25)

Design-Build Contracts: The purpose of this section is to authorize and provide guidelines for the award and use of "design-build contracts," which means a public project procurement method in which both the design and construction of the project are procured from a single entity, in accordance with Public Contract Code Section 22160 et seq. This section shall be effective until January 1, 2025, unless the authorizing statute is extended, in which case this section shall be effective so long as Public Contract Code Section 22160 et seq. is in effect.

1. Design-build procurement may be used for public projects in excess of $1,000,000 consisting of the construction of a building or buildings and improvements directly related thereto and park and recreational facilities, and may not be used for construction of other infrastructure including, but not limited to, streets and highways;
2. Any architectural firm, engineering firm, specialty consultant, or individual retained by the city to assist in the development of plans, designs, performance standards, or the request for proposals shall not be eligible to submit a proposal as a design-build entity or join a design-build team.
3. Refer to City Code SLTCC § 3.45.165 Design-build contracts for additional guidelines when utilizing this method for procurement.

Prevailing Wage Requirements: The payment of prevailing wages is required for maintenance contracts must follow California Department of Industrial Relations (DIR) contractor registration requirements for contractors and their subcontractors. Suitable language regarding this requirement should be in all such contracts. Awarded contracts must be registered with the DIR by designated staff within 30 days of award. Awarding a contract to a contractor who is not registered with the DIR can result in penalties to the City.

Contact the Public Works Department (ext. 6034) for further direction prior to engaging in any activity considered to be a Public Project per definition above.

1.3 ON-SITE SERVICES

On-Site Service: any repair service, maintenance, professional service, or service of any kind conducted on the property of any city-owned facility or property is subject to the following:

1. Regardless of dollar amount, a Purchase Order (PO), Professional Service Agreement (PSA), or Written Contract must be used for **ALL On-Site Services**.
2. All written contracts or PSA's must be routed for signature per requirements of this policy.

3. All executed contracts and/or PSA's must be forwarded to the City Clerk for records retention.
4. Cal-Cards are prohibited as a payment for On-Site Services.

1.4 SPLITTING PURCHASES

***Splitting Purchases Prohibited*:** Pursuant to SLTCC § 3.45.050, it is unlawful to split or separate any public project into smaller work orders or projects for the purpose of circumventing or evading these requirements.

Bifurcation of Purchases: No acquisition of materials, supplies, equipment or services from a single vendor, provider, or contractor shall be accomplished by the issuance of several purchase orders or contracts for portions thereof.

1.5 SOLE SOURCE PURCHASING

Pursuant to SLTCC § 3.45.060; where an acquisition would otherwise be subject to competitive bidding, the procurement of materials, supplies, equipment, or services from a Sole Source may be permitted only when submitting an approved Sole Source Justification Form (Exhibit B) and one of the following conditions exists:

1. **Proprietary**: The item is available only from a single source; the item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.
2. **Emergency Purchase**: Non-public projects requiring public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, per SLTCC § 3.45.070. Whereas the procedures set forth in this policy would result in hazardous delays, loss to the City, or damage to life, health, safety of citizens, the City Manager may approve the non-competitive purchase of materials, supplies, equipment, or services. For Public Projects, refer City Code § 3.45.180, and Public Contract Code Section 22050.
3. **Sole Source**: After solicitation of several sources, competition is determined inadequate or no other items are known to exist which perform the same function.
4. **Federal Awards**: when purchasing goods or services with Federal Funds where the Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City. (Attach authorization to this form)
5. **Standardization**: The City requires the item(s) to standardize parts, design, quality, etc. *(When using Federal Funds, you must have written authorization from the Federal Awarding agency if claiming sole source for Standardization purposes).*

1.6 ENVIRONMENTALLY PREFERABLE PRODUCTS

Pursuant to SLTCC § 3.45.080; the city desires to purchase environmentally preferable products that minimize environmental impacts, reduce waste by increasing product efficiency, contain

recycled content, and contain U.S. Environmental Protection Agency Energy Star-certified materials whenever economically feasible.

1.7 SB 1383 RECOVERED ORGANIC WASTE PRODUCTS

Beginning January 1, 2022, SB 1383 requires cities and counties to procure annually a quantity of recovered organic waste products. These procurement requirements will strengthen California's green, self-sustaining economy. Recovered organic waste products can benefit local communities and spaces, improve soil and air quality, and support local environmental initiatives, such as the City's Climate Action Plan.

The City's Sustainability Coordinator will be responsible for collecting and maintaining the documents needed to support and demonstrate compliance with the SB 1383 regulatory target for recovered organic waste product procurement and the SB 1383 recycled-content paper regulatory requirements.

Pursuant to SB1383 and SLTCC §3.45.080, Departments should use best efforts in procuring and using "recycled organic products" to help the city meet its procurement target by:

1. Coordinating with the Sustainability Coordinator to identify applicable products.
2. Recognize areas in your department that could utilize these products.
3. Provide invoice copies to Sustainability Coordinator for tracking and reporting.

1.8 COOPERATIVE PURCHASING

Where another governmental agency performs a solicitation and/or bid process for the City and/or multiple agencies or jurisdictions, and where the purchase of materials, supplies and equipment is based upon an agreement or cooperative purchasing program pursuant to authority granted by statue or ordinance, pursuant to contractual arrangement between the city and said governmental agency, or pursuant to a determination by the City Manager that the governmental agency conducted a competitive bidding process, the City may purchase materials, supplies, and complying with the bidding requirements of this policy (ex: CMAS, NASPO, GMAS, SOURCEWELL) (SLTCC § 3.45.090). Cooperative Purchasing is not applicable to Public Projects.

1.9 BUSINESS LICENSE REQUIREMENT

The City shall not render payment to any vendor, contractor, or professional service provider where such vendor or provider does not possess a valid South Lake Tahoe business and professions tax certificate (SLTCC § 3.45.095). Contact the Revenue Dept. to inquire about a valid business license (ext. 6012 or ext. 6013).

1. It is the Departments responsibility to ensure the vendor, contractor, service provider, consultant, has a required Business License and appropriate requisite insurance (where applicable).

2. The license and insurance requisites must be obtained prior to purchase or work commencing.

1.10 BUDGET APPROPRIATION

Federal, State, and Local Governments are legally required to operate within an approved Municipal Budget. ***Article 1, Section 9, of the U.S. Constitution states, "No money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law".***

1. Government Fund Accounting is required by California Law meaning each stream of revenue and associated expenses must be accounted for and tracked within a specific governmental fund.
2. Appropriated budget **MUST** be available and **verified** prior to **ANY** purchase, contract, or professional service agreement rendered.
3. If budget is not identified, or funding has not been approved and appropriated into the current fiscal year budget, **STOP**. Do not proceed with the purchase or contract until City Council or the City Manager has appropriated budget in accordance with the following delegation of authority:

Transferring/ Adding Budget	**Authorization**
Transfers between budgeted line items within the same budgetary category, department and fund:	**Department Head-** via email to the Finance Director
Transfers between categories and departments within the same fund:	**City Manager**- via email from Dept. Head. CM will authorize adjustment via email to Finance Director.
Transfers between funds: (including transfers from undesignated reserves)	**City Council**- via staff report and resolution with explanation for transfer
Adding new Budget (grants, new revenue, unforeseen expenses etc..)	**City Council** – via staff report and resolution with explanation and request to appropriate funding.

1.11 DISPOSITION OF SURPLUS

Surplus property: Goods, materials, vehicles, equipment etc. retained by a government, but not currently being utilized. These items may be out of date, useless, or no longer working.

Surplus property shall be identified by the department; officially declared to the City Council for approval; eliminated from the fixed asset accountability list and; sold at auction or to any organization or non-employee willing to pay fair market price. Alternatively, the City Council

may elect to donate or destroy the same in accordance with whatever provision and/or terms and conditions at City Council discretion.

In the event any single item of property's original value is less than $10,000, the Finance Director shall have the authority to sell or dispose of such surplus supplies or equipment by donation to local schools or nonprofit organizations, or if surplus has no value, by disposal at a refuse company.

Proceeds from sale of surplus property will be allocated to the City's General fund or Vehicle Replacement fund unless the property was originally purchased under contractual obligations with monies from a specific fund, in which case, the proceeds will be returned to that fund.

1.12 INFORMATION TECHNOLOGY (IT) EQUIPMENT

To maintain proper internal controls, and asset inventory; **Any IT item** requiring installation, support, or security evaluation, should be researched, vetted, **PURCHASED**, and inventoried by the **IT Department**. Under no circumstances should these items be purchased by departments other than IT. These items include but are not limited to:

- Printers
- Smart TV's
- Computers
- Laptops
- Software/ Software Subscriptions
- Tablets/ IPads/ Accessories
- Cell Phones/ Cell Phone Apps
- Monitors
- Any network connected device (wired or wifi)
- Security Camera's/ Dashcams
- Any other IoT (Internet of Things) devices

- An IoT device is defined as web-enabled smart devices that use embedded systems, such as processors, sensors and communication hardware to collect, send and act on data acquired from their environments.
- Free Subscriptions, including Google Docs, Canva, subscriptions, software, or on-line platform including AI platforms are **PROHIBITED** as they may contain city data.
- Departments should consult IT via email to ensure compliance and compatibility for small purchases such as USB drives, keyboards, mice, charging devices, etc.
- **Please Note:** all employees responsible for procurement or utilizing any City information device are required to complete the Cybersecurity Trainings issued city-wide by the IT department. Employees who do not complete the training may be prohibited from using City Information Systems and Devices.

1.13 VEHICLES, PARTS, EQUIPMENT, INSTALLATION, SMALL ENGINE EQUIPMENT

Purchase of the following requires the approval of the Fleet Division Manager. Please include a copy of E-Mail approval with your PO, Invoice, or Cal Card Statement. Items requiring service maintenance, lease, or warranty information should be purchased with a PO or written contract detailing the warranty and/or other service or lease requirements.

- Vehicles
- Vehicle parts, components, accessories
- Vehicle electronics
- Vehicle Equipment, any item requiring installation
- Small Engine Equipment (ex. snowblowers, lawnmowers, etc.)
- Items with an engine requiring maintenance and/or warranty

1.14 EQUIPMENT AND CAPITAL EXPENDITURES

Capital Expenditure: funds used to acquire or upgrade the City's fixed assets, such as property, plant, equipment, facilities, and infrastructure.

Capital (fixed) Asset: any asset used in operations with an estimated useful life in excess of three years and generally has value over a longer period (ex. computer equipment, machinery, vehicles etc.).

1. When capital assets are acquired or deeded to the City, copies of related documents shall be routed to the Finance Department in a timely manner to ensure these assets are recorded in the City's financial records.
2. Fixed assets will be subject to inventory control if they meet at least one (1) of the following criteria:
    - The original cost of the fixed asset is equal to or greater than **$10,000** if classified as equipment, $50,000 if classified as buildings or land, or $200,000 if classified as infrastructure.
    - Any asset less than the capitalization threshold as recommended by the Finance Director or requested by a department to be controlled to satisfy an internal or external requirement.
    - Any asset required to be controlled and separately reported pursuant to grant conditions or other externally imposed reporting requirement.

Capital Expenditures utilizing <u>Federal Funds</u>: must follow Code of Federal Regulations CFR §200.313 and §200.439. These guidelines can be found at the link below: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

1. Federal capital expenditures are allowable as direct costs, provided items with a unit cost of **$10,000** or more have the prior written approval of the Federal awarding agency or pass-through entity.

2. Notify A/P through e-mail or notation on invoice when purchasing equipment with Federal Funds costing $10,000 or more. A/P will provide an inventory tag to track the item as noted below.
3. Property records must be maintained that include a description of the property, a serial number or other identification number, **the source of funding for the property** (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
4. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

1.15 AUTHORIZED VS. UNAUTHORIZED PURCHASES

This section defines authorized and unauthorized purchases and how they are approved as well as establishing the employee responsibility for unauthorized purchases that are not procured in accordance with this policy or ratified by the appropriate award authority.

Authorized Purchases: Purchases are authorized only when the applicable procurement method has been followed, budget is available and verified, and the appropriate signing authority has approved the purchase per the requirements of this policy.

Unauthorized Purchases: Purchases made without proper procurement procedures or approved by anyone other than the appropriate signing authority, and/or not approved according to the thresholds of this policy, and where budget is not available. The City cannot pay for unauthorized purchases.

Ratification Process: Unauthorized purchases can be validated if ratified by the appropriate signing authority and a written explanation of the procurement method used. For unauthorized purchases to be considered for ratification, the following steps must occur:

1. The employee making the unauthorized purchase must provide a written explanation of why the purchase was made, and what procurement methods were used. (**Exhibit D Ratification Request Form attached**).
2. The Ratification Form must be reviewed and approved by the appropriate signing authority and approved by the Finance Director and City Manager. If purchase is over $60K, it must be ratified by City Council.
3. Ratification Form must have attached backup to substantiate the purchase. For example- Sole Source Justification, Request for Quotes Form or 3 quotes attached, Bid evaluation information and/or documentation, or Cooperative Purchase contract.

Restitution: In the event that a vendor has been paid and the Unauthorized Purchase is not subsequently ratified or is not approved in the manner stated in this policy, the employee may be held responsible for reimbursing the city.

1.16 APPROVING AUTHORITY

The Approving Authority in each department is responsible for insuring that all purchases comply with the City's Procurement Policy and CAL-Card program.

Other duties of the Approving Signature Authority include:

1. Reviewing available budget ***prior*** to purchases and ***upon approving invoices*** for payment.
2. Ensuring bid process and compliance is in accordance with this policy.
3. Reviewing Cal Card holders' statements to ensure purchases are appropriate and charged to the correct account number with available budget.
4. Ensuring all Invoice documentation (receipts, acknowledgements, packing slips, etc.) are attached to the Cal Card holder statement.
5. Reviewing and approving invoices for accuracy. Signing and dating the Invoice with appropriate account number with available budget.
6. Submitting all cardholder statements, and invoices to Accounts Payable in a timely manner.
7. Resolving issues related to invoices, credits, purchases, and backup documentation.

Delegation of Signature Authority:

Finance Director approves for:	City Manager
City Manager approves for:	Dept. Heads, Direct Report Employees, City Clerk & Elected Officials
Department Heads approves for:	Division Managers, Dept. Employees
Division Managers approve for:	Direct Report Employees

Approval Authority Thresholds:

Purchase Dollar Limit:	Approval Authority- Signature Required
$0 - $9,999	Supervisor/ Designated Purchaser
$10,000 - $29,999	Department Head
$30,000 - $59,999	Department Head and City Manager
$60,000 and over	City Council Approval and City Manager Signature

2. DISCRETIONARY PURCHASES: $0 - $9,999.00

Goods and services less than $10,000 can be purchased directly by a *Designated Purchaser* within a city department without a competitive bid process, this threshold must include tax, shipping, and handling. Purchasers should ensure available budget and use best efforts and judgment to provide greatest value to the city. **ALL purchases require an itemized receipt or invoice upon purchase.**

2.1 SIGNING AUTHORITY

Discretionary Purchases require the approval signature of the Department Supervisor or the *Designated Purchaser* for the department. **Accounts Payable requires a valid itemized invoice, appropriate account number, printed name, department, and authorized signature** to complete a payment. An e-mail approval to pay invoice with account number is acceptable.

2.2 DISCRETIONARY PROCESS

Following are preferred purchasing methods for purchases less than $10,000:

1. ***Cal-Card procurement card:*** purchase of non-service goods at this level. (refer to Cal Card Policy for further guidelines)
2. ***Direct vendor invoice***: include account number with available budget, "ok to pay", printed name, department and authorized signature on the invoice or attach Payment Request Form (Exhibit A) to the invoice.
3. ***Purchase Orders:*** when required by the Vendor, or for on-site service, refer to instructions in Exhibit M.

2.3 VENDOR INVOICES

Invoices are more than requests for payment. They're legal documents, historical records of sale, and an important part of the financial workflow. An invoice is a key component of the sales and payment process. A detailed invoice needs to be received for ALL purchases and submitted to Accounts Payable when requesting payment.

Invoice Requirements:

- Contact Information: Business or owner name, address, phone number, email address
- Bill to Information: Name and address where payment should be sent
- Invoice Number: invoice or order identifier
- Invoice Date: Date invoice is prepared
- Description of goods/services: must provide detailed information of goods purchased (quantity, description of item, cost per item) and/or services provided (description of services, cost per hour or task).
- Subtotal of costs
- Sales Tax: City of South Lake Tahoe is 8.75%
- Total Invoice: Total invoice amount to pay

Invoice Payments:
Invoices can ONLY be paid if budget is available, and must include the following:

- Account Number used for payment should be clearly marked on the invoice, email or payment request, with the notation "OK to pay".
- Amount of payment must be available in the current year budget in the appropriate department account and object code.
- **Example:** "OK to pay with account# 100 01511 45010". This account number reflects the Fund (100), Department (01511) and the purchase is for General Supplies (object code 45010). Budget must be available in the 45010 line item.
- Refer to your department's Budget to Actual in the Financial Software System (e.g., One Solution) to verify the correct account number and confirm available budget.
- All Department Heads, Managers, and Designated Purchasers should have access to the software system and know how to review the budget when responsible for procurement.
- Proper authorization signatures must be clearly marked on the invoice, email or payment request in accordance with Approval Authority per dollar threshold.
- Invoices should be routed for signatures and sent to Accounts Payable or emailed to invoice@cityofslt.us for payment.

2.4 LOCAL VENDOR MASTER ACCOUNT PURCHASES

Many local vendors allow city employees to make discretionary purchases against an approved master account (ex. Meeks, Ace Hardware, DIY, etc.). Departments utilizing this option should do the following:

- Ensure budget is available and purchase is necessary.
- Ensure staff member making the purchase is a designated employee on the account.
- Provide your name, department, and a clear, legible signature at point of purchase.
- Receive a copy of the receipt/invoice upon point of purchase.
- Submit copy of receipt/invoice, approved for payment, with signature, department and account number to accounts payable within **5 business days** of purchase.
- ALL purchases require an invoice/receipt. For missing/lost receipts, departments should contact the vendor to acquire a copy of the receipt or written documentation of proof of purchase signed by the Department Head.
- Habitual problems with lost receipts can result in disciplinary action for the offending purchaser.

2.5 PETTY CASH PURCHASES

Petty cash funds are issued to departments, in the charge of a custodian, to be used on a revolving basis for the payment of small emergencies and commonly budgeted, pre-approved expenses. Only those expenditures considered as having a public purpose, for the benefit of the City of South Lake Tahoe will be allowed. Employees should use good judgment when expending public funds and avoid any transactions that may appear inappropriate. Refer to Financial Policies – Cash for additional information regarding guidelines for establishment and use of petty cash.

Per Financial Polices- Cash, approved by City Council:

- Petty cash disbursements **are not to exceed $50** unless approved by the Director of Finance
- Petty cash funds are for small purchases only and cannot be used for services, employee meals, or travel reimbursements.

3. INFORMAL SOLICITATIONS: $10,000 - $59,999

Purchases and services between $10,000 and $59,999 are subject to **informal** bidding and proposal processes. In calculating the total amount, including tax, shipping, and handling as well as total lease or contract cost over the life of the contract or lease. Available budget must be determined prior to bidding process.

3.1 SIGNING AUTHORITY

$10,000 - $29,999: The Department Head may approve contracts and expenditures up to $29,999.99 and must sign all corresponding invoices, POs, and/or Requests for Payment, or provide authorized e-mail approval to Accounts Payable.

$30,000 - $59,999: Upon approval by Dept. Head, the City Manager must also approve and sign all Contracts, PSA's, Purchasing Agreements, and/or POs between $30,000 and $59,999, as well as approve all invoices in this threshold. Authorized e-mail by DH and CM for approval is acceptable for invoices.

3.2 INFORMAL BID AND PROPOSAL PROCESS

The following processes are to be followed by the ***Department Head or his/her Designee*.**

1. Obtain **at least three** written quotes or proposals from vendors, individuals, companies, consultants, and/or business entities, documenting **in writing** each quote received (optional to use Request for Quotes Form (Exhibit C)) or provide copies of written proposals/quotes received.
2. Informal solicitations should include detailed information of the goods or services required with clear specifications to allow objective competition. Specifications should include all requirements (quantity, dimensions, timeline, compatibility, delivery, discounts, warranties, tax, shipping, etc.).
3. Provide suppliers with a date and time in which to respond to your request for quote. Allow minimum **4 business days** for response to email or phone requests, and minimum **10 days for Planet Bids** response.
4. Solicitations can be via email, telephone, or Planet Bids. When soliciting by phone, provide adequate and similar information to all suppliers, follow up with written

documentation, ensuring that all responses are in written form. Verbal quotes are not sufficient.

5. *Optional* - to reach a broad spectrum of qualified vendors, Planet Bids may be used to circulate a Request for Proposal (RFP), Request for Qualification (RFQ), or Invitation to Bid (BID). Allow a minimum response time of 10 days. Quotes and Proposals shall be evaluated by Department Head or designee based on requirements of the solicitation.
6. For price quotes Department selects **lowest responsible quote** (i.e., Department selects quote which is responsive to the needs of the department and is the lowest in price).
7. For proposals or Professional Services, the department selects the vendor whose qualifications meet the highest evaluation ranking as the most responsible bidder.
8. Provide in writing, the rationale for choosing the selected vendor. (Can use Request for Quotes/Proposal form)
9. **Tie Bid**- If two or more quotes are for the same total amount or unit price and all requirements being equal, Department Head may choose to award to the proposer meeting the needs of the department (up to $29,999). Tie-Bid Quotes $30,000 and over may be chosen by the City Manager.
10. If at least **two responsible vendors** respond, the evaluation may proceed according to this policy. Document the effort to procure 3 quotes and the fact that two were received.
11. If the result is only **one response**, and the sole response meets all specifications and requirements, the purchase may be awarded subject to the threshold and Signing Authority of this policy. Document the effort to procure 3 quotes, and the fact that one was received.
12. **No Response:** When competition results in no quotes, or no quotes meeting the requirements; the department can re-bid, modifying any possible restrictive requirements, or if in the opinion of the DH, a second solicitation would not result in a different outcome; the DH may reach out to vendors using the same specifications and proceed with Sole Source documentation in accordance with this policy.
13. **$10,000 - $29,999**: Professional Service Agreement (PSA), Purchase Order (PO), or direct invoice may be used, signed by Dept. Head. **Copies of PSA must be forwarded to City Clerk for Records Retention.**
14. **$30,000 - $59,999**: Purchase Agreement (PA), PSA, or PO must be used; reviewed by Finance and City Attorney, signed by City Manager
    - Department Head or designee (DH) prepares the contract **using the appropriate template** (see Exhibits G through J); negotiates and agrees upon terms, scope, and cost with chosen vendor/supplier and;
    - Electronically submits document along with Contract Routing Form (Exhibit E) to the City Clerk's Department with the email address of the authorized Vendor/Supplier signatory. The City Clerk's Department will then route the contract in **Adobe sign** in the following manner:
    - Department Head for approval, Finance Director for budget review, City Attorney's Office for review and/or approval, City Manager for approval and back to City

Clerk to attest (where applicable) for records retention, and onto the Vendor/Supplier for their signature (do not obtain any signatures in advance of the Contract being routed). City Clerk sends executed copy back to the Department and mails/emails copy to the vendor.

15. Department sends the following documents to Accounts Payable for payment:
    - Signed invoice and/or PO, Request for Payment with Contract/Agreement
    - Business License #
    - Three Original Quotes
    - Approved Sole Source Request Form (if used)
    - Proof of Insurance (when required)
    - Gov't. cooperative contract information (if used)

3.3 PURCHASE ORDERS

Purchase Orders **must** be used when requesting an **on-site service** of any kind on City property. This protects the City while outside vendors are doing business on/in City-owned property. Purchase Orders can be used when:

1. A vendor does not accept Cal-Cards for discretionary purchases
2. A vendor will not invoice the city without a PO
3. For any type of purchase up to $59,999
4. Clearly note the PO# on the approved invoice and send to Accounts Payable
5. Refer to Exhibit M for instructions in creating a PO

3.4 PURCHASE AGREEMENT

Purchase Agreements (PA) can be used as written contracts when purchasing goods, materials, equipment, and/or products. This type of agreement can NOT be used when procuring consultants for professional services or on-site service on City property. Purchase Agreements can be used when:

1. Purchases over $30,000 or when a written contract is necessary for such goods, materials, products, etc.
2. A vendor requires a written contract other than a PO
3. Submit copy of agreement with approved invoice to Accounts Payable for payment
4. Refer to Exhibit J for template (this template is mandatory when issuing a PA)
5. Executed Purchase Agreements should be forwarded to the City Clerks office for record retention

3.5 PROFESSIONAL SERVICES AGREEMENT

A Professional Service Agreement (PSA) is a legal contract which is drafted to provide service on a professional level to the City. These services are typically unique in nature, highly technical or require specific qualifications. PSA's can be used when:

1. A professional consultant is necessary to perform a specific set of tasks
2. Should generally be in effect for a specific period, noted in the agreement
3. Should include a "not to exceed" dollar limit
4. Submit a copy of PSA with first approved invoice to Accounts Payable for payment
5. Refer to Exhibit H for template (this template is mandatory when issuing a PSA)
6. Executed copy should be forwarded to the City Clerk office for records retention

3.6 AMENDMENTS, RENEWALS, CHANGE ORDERS

For purposes of determining the appropriate award authority, contract amounts are defined by what constitutes a "single" transaction". This requirement also applies to informal and formal bidding procedures. Original contract amount is considered a "single" transaction and bidding procedures as well as signing authority should be followed accordingly.

Amendments: A dollar value or scope change to an existing Contract/Professional Service Agreement (PSA). Amendments with a dollar value increase to an existing contract, must be added to the original contract and totaled to determine transaction value. This new amount is now the "single transaction amount".

> ***Example:*** The City Manager awards a contract for $55,000 and a $25,000 amendment is required. The resulting transaction is $75,000, now requiring City Council approval.

Amendments to scope of work must be minor changes; not altering the intent or bid requirements of the original scope. Small changes can be approved within original transaction signing authority. Extensive scope of work amendments should be reviewed by the City Attorney.

Change Orders: The Director of Public Works is delegated authority to approve, without seeking new bids, contract change orders to public projects up to the **combined amounts** authorized in this policy so long as the combined amounts are within the approved project budget. (City Code §3.45.170). City Council approval is required when additional budget is required for the change order, or when the total transaction cost exceeds Director of Public Works signing authority referenced in the Public Project section of this policy.

Renewals: Contract renewal is the process of extending the term of an existing contract either by re-establishing the original contract or creating a new one with potentially updated terms. Renewals with new terms or different in scope must be treated as a new contract, subject to the signing authority of this policy and review by City Attorney. Should City Attorney determine the change in scope or terms to be significantly different, a new bidding process may have to be utilized according to transaction thresholds within this policy.

> ***Example:*** City Manager approves a PSA for Department A in the amount of $50,000 for a one-year term with an option to renew. Department A wishes to renew to the contract, however the price for year two will be $70,000 and the scope of contract will now include additional services provided to Department B as well as Dept. A. In this example, the renewal proposed should be reviewed by the City Attorney to determine if the scope of work aligns with the original intent of the bid process. If approved by City Attorney, the renewal will then have to be approved by City Council since the new amount of $70,000

exceeds the City Manager signing authority. If additional budget is required, City Council will have to approve new budget appropriation.

Renewals with the same terms and conditions, as well as the same scope of work, simply extending the term, can be renewed by the original signing authority, if the original contract has an "Option to Renew" clause. "Option to Renew" clauses can generally be included in Agreements with original terms of less than 3 years.

Example for Professional Service Agreement (PSA): Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue through Month, day, 20XX, ***with an option to renew annually for two years.***

Example: A PSA was issued for $20,000 with an option to renew for another year. The Dept. Head signed the PSA in accordance with this policy. In year two, the department wishes to renew the contract with no changes to scope of work, for a cost of $25K. The department has this amount in their budget; therefore, the Department Head can execute this renewal per signing authority of this policy. If additional budget had been required, City Council approval would've been needed to appropriate budget.

3.7 CONSULTANT INVOICES

Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, or direct assistance, such as studies, analyses, evaluations, liaisons with Government officials, or other forms of representation. As such, their invoices should reflect the services performed. Consultant invoices should include:

- Date of work performed/ period of performance
- Nature and scope of the service rendered during period of performance
- Sufficient detail as to time expended on tasks performed (number of hours worked, hourly rate, travel costs, mileage rate as approved, etc.)
- Subconsultant backup documentation should be included; invoices, hours worked/hourly rate, travel documentation, receipts, etc.
- Fees for services rendered are allowable only when supported by evidence of the nature and amount of other expenses and in accordance with the executed PSA.
- In-direct costs are only allowable up 15% de minimis, or a federally approved rate. Consultant must provide documentation of approved rate if more than 15%.
- **PROHIBITED: mark-ups, bonus's, commissions, incentives, gifts and entertainments costs, are all prohibited from being paid on consultant invoices.**

4. FORMAL SOLICITATIONS: $60,000.00 and ABOVE

Purchases and services over $60,000 are subject to formal competitive bidding. Total cost should include tax, shipping, and handling, as well as total lease or contract cost over the life of the contract or lease. The process for obtaining goods and services over this dollar limit is set forth below. Ensure budget is available in proper account prior to soliciting bids. If budget is not available, approval for appropriation by City Council may be required (see Budget Appropriation section 1.10).

4.1 SIGNING AUTHORITY

All purchases of goods and services **over $60,000** must have **City Council approval** and must be signed by the Mayor or have Mayor's authorization for City Manager as designee for signature.

4.2 FORMAL BIDDING PROCESS

The following processes are to be followed by the Department Head (DH) or his/her Designee. This may include any employee who is the designated purchaser of a good or service or is the project manager for a project.

1. **Public Projects** (i.e., CIP, Public Works) follow Public Contracts and Uniform Public Construction Cost Account Act (CUPCCA) per City Code SLTCC § 3.45, Article II.
2. Verify funding availability. Identify available funding in your current department budget. If there is no funding identified, prepare to request budget transfer or appropriate new funding source through City Council action. (see section 1.10)
3. Depending on the type of service and/or good sought, DH prepares and circulates a Request for Proposals (RFP), or Invitation to Bid (BID) utilizing **Planetbid.com** or circulated via similar means.
4. **Request for Proposals (RFP):** used for soliciting professional services, consultants, lease contracts, complex non-public projects.
    - RFPs are subject to three proposals but are **not** subject to competitive sealed bidding procedures
    - Must use mandatory RFP template (Exhibit G)
    - DH selects Proposal Evaluation Committee and drafts Evaluation Scorecard. Committee reviews Proposals and scores per criteria detailed in RFP.
5. **Request for Qualification (RFQ):** used as the pre-qualification stage of the procurement process. Only those proponents who successfully respond to the RFQ and meet the qualification criteria will be included in the subsequent RFP solicitation process.
    - Used when there is potential for significant interest in a contract opportunity. This can make the process more efficient as the field can be narrowed down prior to the RFP process.
    - Can be used to create a pre-qualified list for a future opportunity
    - Can be used as the sole selection process for straightforward projects/services that require a specialized skill set or where the task is very specific and contract negotiations can proceed with the most qualified vendor.
6. **Invitations to Bid (BID):** used when the City is seeking specific goods, material, equipment, tangible object.
    - BIDs are subject to competitive sealed bidding procedures
    - Must use mandatory BID template (Exhibit I)
    - DH selects BID Evaluation Committee and drafts BID Evaluation Scorecard per details outlined in the BID.

- DH opens bids at the date, time, and location specified in the invitation. The public may attend. Bids shall be open for public inspection at the office of the DH during regular business hours for a period of 30 days after the bid opening.
- Clarifications or changes to a BID must be transmitted to all participating bidders by an "Addendum". Solicitations may be modified prior to BID response due date.

4.3 LOCAL BUSINESS PREFERENCE

The City shall apply a five percent (5%) discount to all Local Businesses which submit bids for materials, supplies, equipment, and services for non-public projects. The City shall evaluate the Local Businesses' bids as though the bid had been submitted at a cost of 5% lower than the cost submitted (SLTCC § 3.45.020(F)). Local Business shall mean a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license. (SLTCC § 3.45.095)

4.4 BIDDER'S SECURITY

When deemed necessary, bidder's security may be prescribed in invitations to bid, RFPs, and RFQs. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within ten days after receipt of contract (SLTCC § 3.45.020).

4.5 BID AND RFP/RFQ EVALUATIONS

BID or RFP Evaluation committee means the body appointed by the DH to review and evaluate proposals submitted in response to the Request for Proposal or Invitation to Bid. The functions of the Committee are as follows:

1. Determine and apply evaluation criteria per Evaluation Forms and Scoresheet
2. Evaluate proposals individually and/or discuss as a committee
3. Rank based on highest score to lowest and/or develop a shortlist
4. Interview/ obtain clarifications
5. Recommend Award

Evaluation Committee shall be comprised of at least three (3) individuals, including:

- At least one employee from the same department as the Department Head
- An employee with knowledge of the subject matter of the service or good, or end user of the service or good
- An **employee of the Finance Department**
- May also include outside individuals who bring expertise to the process

- *Evaluation Committee* should meet prior to evaluation to review RFP or BID criteria to ensure knowledge of the proposal and to vet questions, concerns, or issues. All members

of the committee should have clear understanding of the requirements and the Evaluation Forms prior to review of RFP/BID.

Evaluation Form- Bids and Proposals shall be evaluated based on an Evaluation Form which sets forth the total possible points for each category reviewed (see mandatory template Exhibit F)

- Evaluators shall each complete their evaluation forms in confidence, however evaluators can discuss requirements of the RFP or BID in relation to the Evaluation Forms.
- Evaluators shall give a point score and Comments for each evaluation category.
- Evaluators may ask questions or request clarification from the Department but should not disclose scores until all reviews are complete and total points tallied.
- The Committee may meet to discuss criteria and results.
- The Committee may request vendor interviews, depending on the outcome or type of solicitation.
- The Evaluation Committee provides the Evaluation Forms and Scoresheet to the Department Head for final determination.

Rejection, Tie Bids, and Rejection of All Bids: A bid or proposal may be rejected by the Evaluation Committee where it is found that the bid or proposal is "non-responsive." Where Evaluation Committee chooses to reject one or all bids, Committee shall confer with the City Attorney on the rejection.

1. Any of the following conditions may render a Bid "**non-responsive**"
    - The bid or proposal does not strictly conform to the required specifications as set forth in the RFP or Invitation to Bid (the City may waive immaterial, minor irregularities in bids).
    - The bidder or proposer has demonstrated that they are unable to satisfactorily meet the responsibilities required of the contract.
    - The bidder's or proposer's products or services have been demonstrated, through documented past performance in the industry or through prior use by the City, to be incapable of satisfactorily meeting the accepted demands required of the product or service.

2. **Tie Bid**- If two or more bids are for the same total amount or unit price and if the responsibility and final score (from the Evaluation Scorecards) are equal, the Department Head or City Council may award to whichever bidder or proposer it so chooses.

Less Than Three BID Responses: Solicitations advertised on the city's Planet Bids portal is considered "competitive solicitation", therefore:

1. If at least **two responsible bidders** respond, the evaluation may proceed as noted in Evaluation section above.
2. If the result is only **one bid response**, and the sole bid is responsive (meets all specifications and requirements), the contract may be awarded subject to the award threshold and Signing Authority of this policy. Documentation of the effort and result of the BID should be noted with the procurement documents.

No Responsive BIDS Received from Responsible Bidders: When competition results in no responsive bids from responsible bidders, the DH has two options:

1. The Solicitation may be cancelled and re-bid, modifying any possible restrictive requirements. Shorter response time can be used if a timeline is a concern.
2. If, in the opinion of the DH, a second solicitation would not result in a different outcome, the DH may cancel the solicitation and proceed with Sole Source documentation, subject to approval by City Council. DH may reach out to bidders using the same specifications as original solicitation. The chosen bidder must be deemed responsible and compliant/responsive to the original specifications.

Waiver of irregularities and rejection of bids: At its discretion, the city may waive any irregularity in any bid received and award the contract, may reject all bids presented and may readvertise the project, or the city may abandon the project. (Ord. 1171 § 1; Ord. 1165 § 1; Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-24)

4.6 CITY COUNCIL STAFF RECOMMENDATIONS

Staff Recommendations for Formal bids and proposals shall be drafted and presented by the Department Head or his/her designee to City Council. Prior to writing the staff report the DH should:

1. Contact losing bidders and informs them that City has selected another bidder (see template Exhibit K)
2. Contacts winning bidder and negotiates terms of contract along with assistance of City Attorney. (see template Exhibit L)
3. Ensures the winning bidder has obtained a City Business License and has the requisite insurance. The License must be obtained *before* any work commences.
4. Places staff recommendation for award of contract on next available City Council Agenda.

Staff Report and/or Resolution must include the following elements:

1. A description and background of the project/product for which the RFP or Invitation to Bid was circulated.
2. A brief summary of how the bids were circulated and brief description of the bids or proposals received.

3. If using a Cooperative Agreement- provide the name of the Gov't. Contract, contract number, **and attach a copy of the contract.**
4. A description of the reasons the winning bidder/proposer was selected.
5. The Financial Implication section should include the complete account number and appropriate budget, with available budget to fund the product, service, or project.
6. The recommended bidder or proposer's original submission shall be attached.
7. The Professional Service Agreement or Purchase Agreement with negotiated terms approved by the City Attorney should be attached.

4.7 BID PROTESTS

A non-selected bidder may protest the award of an Invitation to Bid. A non-selected proposer **may not** protest the award of a Request For Proposal or Request for Qualifications.

Bid Protest Procedures: Per SLTCC § 3.45.020(E), a written Bid Protest must be received by the City Clerk no later than seven (7) calendar days after the City's selection of the winning bidder or no later than ten calendar days from the date that the City issues notice of designation of a bidder as non-responsible.

Contents of Bid Protest: The Bid Protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

Bid Protests Presented to Council: Where award of the contract is to be made by the City Council, the City Clerk shall place a discussion of the Bid Protest on the next regularly scheduled Council Meeting Agenda and the City Council shall determine whether, based on the Protest, to award the contract to the selected bidder, to reject all bids, or to award the contract to the next responsible bidder. Staff Recommendations addressing a Bid Protest shall contain the following elements:

1. A description of the project for which the Invitation to Bid was circulated.
2. A brief summary of the bids received.
3. A description of the reasons the winning bidder was selected.
4. A description of the reasons the bid is being protested.
5. The winning bidder's original bid shall be attached.
6. The protesting bidder's original bid shall be attached.
7. All Bid Evaluation Scorecards shall be attached.
8. The Bid Protest shall be attached.

4.8 MAINTAINING DOCUMENTATION

Procurement must be clearly documented throughout each step of the process and documents maintained and filed for audit purposes. The City's annual audit process includes conducting procurement reviews to determine procedures are correctly implemented.

The following documentation should be maintained by the **Department** for a period of **3** years from the date of submission of the final expenditure per Resolution No. 2018-102 City Records Management and Retention Policy and Code of Federal Regulations CFR Chapter II 200 §200.33:

1. All communication documentation with vendors, purveyors, suppliers, etc.
2. Documents related to preparation of the procurement documents, dialogue, or negotiation
3. Original RFP or Invitation to Bid
4. All Bids/Proposals received
5. All Evaluation Scorecards, notes, documentation
6. Copies of Staff Recommendation, staff report, resolution
7. Copies of Contract/Agreement
8. Proof of Insurance (if applicable)
9. Labor Compliance Documentation (if applicable)
10. Sole Source forms (if applicable)
11. Cooperative Govt. Contract documents (if applicable)

The following documentation should be sent to the **Finance Department** (Accounts Payable) **along with the first payable invoice**:

1. Signed invoice and/or Request for Payment, or PO
2. Quotation Form noting bid process and outcome or;
3. Copies of 3 bids, proposals, or quotes
4. Budgeted/approved account number
5. Copy of Executed Contract/ Agreement
6. Copy of approved Council Resolution (if applicable)
7. Sole Source Justification Form (if applicable)
8. Cooperative Gov't Contract (if applicable)

4.9 FEDERAL PROCUREMENT/OTHER REVENUE FUNDS

Purchases utilizing Federal Funds, Grant Funds or other Revenue Sources as the funding source require procurement compliance with this policy, Grant Funding Compliance Policy, as well as the procurement standards set forth in the contract funding the purchase.
Federal Awards, Cooperative Agreements, or State Awards utilizing Federal Funds must also follow the General Procurement Standards in the Code of Federal Regulations (CFR); Title 2: Grants and Agreements section §200.317 through §200.327. These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; or contact Grants Manager for additional information (ext. 7410).

Suspension and Debarment: ALL **Federal Awards** used to procure vendors, consultants, contractors, subrecipients, providing goods or services to the city in excess of **$25,000.00** must maintain evidence of vendor **"Suspension and Debarment"** verification through the "Systems for Awards Management (SAM). Print or save electronic copy of verification through SAM.gov

or contact Grant Manager to assist in obtaining verification. This requirement must also be included in your Contract, Professional Services Agreement, or PO. (Refer to templates in this policy for "Suspension and Debarment language) per Section 2 CFR §200.332.

Grant Awards and Cooperative Agreements utilizing funds through Caltrans must follow the Local Assistance Procedures Manual (LAPM, particularly Chapters 5 and 16. These guidelines can be found at https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm or contact Grants Manager for additional information.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms: to the extent possible, the city will assure that small, minority, and women's business enterprises are solicited when there are potential sources. Effective 10/1/24, "Veteran-Owned Businesses" will be encouraged. When utilizing federal funds refer to CFR §200.321

In determining purchasing bid thresholds while maintaining compliance with multiple policies; utilize the most stringent requirements to ensure meeting all standards and regulations.

EXHIBIT A

PAYMENT REQUEST FORM

PAYMENT REQUEST

Vendor#_____

Date Prepared: _____

Comments/Notes: _____

_____

Pay To: _____
_____
_____
_____

Due Date: _____

ACCOUNT NUMBER	DESCRIPTION	PO NUMBER	INVOICE DATE	INVOICE NUMBER	TOTAL PER ACCOUNT INVOICE

TOTAL PAYMENT: $_____

APPROVED: _____

APPROVED: _____ **Budget Available:** _____

APPROVED: _____ **Reimbursable:** _____

Project/ Funding Source: _____

Project/ Funding Source: _____

EXHIBIT B

SOLE SOURCE JUSTIFICATION REQUEST FORM

SOLE SOURCE JUSTIFICATION REQUEST

SOLE SOURCE VENDOR: _____

ADDRESS: _____PHONE NO._____

ITEM TO BE PURCHASED: _____ COST: $_____

1. Check reasons for sole source request:
_____ **Proprietary**: The item is available only from a single source; the item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.
_____ **Emergency Purchase**: The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, per City Code SLTCC § 3.45.070

_____ **Sole Source**: After solicitation of several sources, competition is determined inadequate or no other items are known to exist which perform the same function.

_____ **Federal Awards**: when purchasing goods or services with Federal Funds where the Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City. (attach authorization to this form)

_____ **Standardization**: The City requires the item(s) to standardize parts, design, quality, etc.
Explain: _____
Note: when using Federal Funds, you must have written authorization from the Federal Awarding agency if claiming sole source for Standardization purposes.

2. Describe the product or service and how it is unique or one-of-a-kind: _____
_____

3. Explain why the product/service is available from only one source and what avenues you pursued to confirm that this is factual. _____

5. Can your requirements be modified to allow competitive products or services be used?
Explain:_____

REQUESTOR NAME/ DEPARTMENT: _____

DEPARTMENT HEAD SIGNATURE: _____ DATE: _____

FINANACE DEPT. _____ DATE: _____

CITY ATTORNEY SIGNATURE: _____ DATE:_____

CITY MANAGER SIGNATURE: _____ DATE: _____
* Requests over $60,000 requires City Council's approval

.

EXHIBIT C

REQUEST FOR QUOTES AND PROPOSALS FORM

REQUEST FOR QUOTES/PROPOSALS

(To be Completed by Designated Purchaser for each Vendor Solicitated & Quote/Proposal Received)

☐ Employee Name (name of person receiving quote): _____

☐ Date of Solicitation Requested: _____

☐ Description of Solicitation: Describe goods or services with clear specifications, including quantity, model number, color, size, delivery date requirements, shipping, timeline, or any other charges/requirements): _____

_____

_____

_____

☐ Name of Vendor providing quote/proposal: _____

☐ Date of Quote/Proposal Received: _____

☐ Contact Information (name, phone#, email of person supplying quote/proposal):

_____

☐ Quote Amount: $_____Delivery Date: _____

☐ Proposal Details/Timeline:_____

_____

_____

☐ Eligible for Local Bidder Preference? (Y/N): if yes, provide 5% discount to cost: _____

☐ Warranty Information: _____

☐ Additional Information to Consider: _____

☐ **Vendor Ranking:** _____ (for Quotes- lowest responsible bid would be #1, for Proposals, #1 would be the Vendor whose qualifications/service would best meet the needs of the city)

☐ **Chosen Vendor** (Describe why this Vendor was chosen, and the procedure used to obtain quotes):

_____

EXHIBIT D

Ratification Request Form

CITY OF SOUTH LAKE TAHOE

Ratification Request

Date of Request: _____

Purchaser Name: _____ Department: _____

City of South Lake Tahoe received the following goods or services: _____

_____

Vendor Name: _____ Invoice Date: _____

The total amount to be paid: $_____ Account Number: _____

Budget Available: Yes_____ No_____

CIRCUMSTANCES REGARDING THE NEED FOR THIS RATIFICATION ACTION

I certify that the total amount to be paid for the goods or services is fair and reasonable based on the circumstances below.

1. Describe the City requirement/need that initiated this procurement, describe why normal procedures were not utilized, and any other pertinent information:

2. List and attach all relevant documentation to substantiate this purchase. For example, (price quotes, bid documentation, sole source justification form, cooperative purchase)

Employee/ Purchaser: _____ _____
(Signature) *(Date)*

Department Head: _____ _____
(Signature) *(Date)*

Finance Director: _____ _____
(Signature) *(Date)*

City Manager: _____ _____
(Signature) *(Date)*

Date Ratified by City Council (over $60K): _____

EXHIBIT E

Contract/Agreement Routing Form Template

CONTRACT /AGREEMENTAUTHORIZATION ROUTING FORM

STAFF CONTACT INFORMATION

- NAME:
- DEPARTMENT:
- PHONE:
- DATE OF SUBMITTAL:

CONTRACT/ AGREEMENT INFO.

- NAME:
- CONTRACTOR/CONSULTANT:
- START: END: OPTION TO RENEW: ☐
- AMOUNT OF CONTRACT: $

BUDGET INFORMATION

ACCOUNT NO.:
BUDGET AVAILABLE:
FUNDING VERIFIED:
GRANT FUNDING? Source_____ Federal? Yes ☐ No ☐

Type of Contract

Professional Services Agreement ☐ License ☐ MOU ☐ Lease ☐
Purchase Order ☐ Purchase Agreement ☐ Construction ☐
Revenue Contract ☐ Operation/Concession Agreement ☐ Deed ☐
Maintenance Agreement ☐ Public Works Contract ☐ Vehicle ☐
Motorized Equipment ☐ IT/Electronic Equipment ☐
Three Bids/Quotes: Yes_____ No_____ If no, explain.

Brief Description:

Does this contract involve the following: construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and/or repair work involving any publicly owned, leased, or operated facility?
Yes ☐ No ☐ If yes, forward to Public Works for review
(Public Works Director authorization required)

Does this contract require special permitting, environmental review, CEQA/NEPA, Planning Dept. review, Commission approval? Yes ☐ No ☐ If yes, forward to Development Services Department for review ***(Director of Developmental Services authorization required)***

Reviewing Authority	Signature	Date Signed
Department Head	_____	_____
Public Works Director *(where applicable)*	_____	_____
Dev. Services Director *(where applicable)*	_____	_____
Finance Director	_____	_____
City Attorney	_____	_____
City Manager	_____	_____
City Clerk	_____	_____

City Council Meeting Date ***(over $60K or where applicable)***: _____

EXHIBIT F

PROPOSAL EVALUATION FORMS/ SCORESHEET TEMPLATE

EVALUATION FORMS

CITY OF SOUTH LAKE TAHOE REQUEST FOR PROPOSALS

INSERT RFP/BID TITLE AND NUMBER HERE

Evaluators must give a numeric score for each of the five categories described below. The numeric score may be as low as zero and may not be greater than the maximum score set forth in the point range for each category. Evaluators should explain the reasoning for their allocation of points in the "Comments" section of each category. Attach additional sheets if necessary. Use one form for each Vendor/Proposer and each Evaluator.

Vendor / Proposer: _____

Evaluator Name: _____

I. RESPONSIVENESS OF PROPOSAL/ BID (P/F)

The Pass or Fail shall be based upon the vendor's compliance with the requirements for proposals/bids as set forth in the RFP/ Invitation to Bid, including quality, clarity, and conformance with instructions therein, and shall take into consideration the quality of the Cover Letter and Introduction.

Pass/Fail_____

Comments_____

_____

_____

II. COVER LETTER (0-5 points)

The cover letter shall be addressed to the Director of the Department, and at a minimum, must contain the following:

- **Identification of Firm, including name, address, and telephone number**
- **Name, title, address, and telephone number of contact person during period of proposal evaluation**

- **A statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from date of submittal**
- **Signed by person authorized to bind the Firm to the terms of the proposal.**

Total Points_____
Comments_____

_____

_____

III. EXECUTIVE SUMMARY (0 – 10 points)

Scoring shall be based upon the vendor's ability to describe the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convince the City that the Proposer understands the requirements of proposal, the nature of the work, and the level of effort necessary to successfully provide the defined services.

Total Points_____

Comments_____

_____

IV. COMPANY HISTORY, BACKGROUND AND EXPERIENCE (0-20 points)

Describe the Company's history and organizational structure, including the size of the company, location of office(s) and years in business. Provide resumes for project team members. Also include the Firm's background, experience, and capacity to undertake the services requested for the City of South Lake Tahoe in conformity with the requirements of the RFP.

Total Points_____

Comments_____

_____

V. SCOPE OF WORK/IMPLEMENTATION (0 – 35 points)

Describe the Company's general approach to managing the services provided including an explanation of the collection methodology to be followed and specific plans to manage, control, and supervise the services in order to insure satisfactory

provision of services. In developing the work plan, reference should be made to the specific requirements and specifications noted in the Scope of Services (pages x – xx). Provide a delivery schedule designed to meet the requirements of the City. An implementation timeline from the Company is required. Provide description of implementation plan considerations, including timeframes and deliverables for various stages of the agreement.

Total Points_____

Comments_____

_____

VI. PROJECT BUDGET (0 – 25 points)
Provide a description of the project cost and/or fees itemized according to the RFP proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses. The City of South Lake Tahoe will not be responsible for the expenses incurred in preparing and submitting the proposal. The Company shall present all costs, fees, taxes, and charges based on achievement of deliverables, which should be outlined in the Company's Cost Proposal.

Total Points _____

Comments_____

_____

VII. RECENT PROJECTS/REFERENCES (0 – 5 points)
Provide a description of accounts/ agreements of a similar nature including at least three (3) recent client references with names and telephone numbers, contact persons.

Total Points _____

Comments_____

_____

TOTAL COMBINED POINTS: _____
(Add total points from Sections I, II, III, IV, and V)

RANKING (from scoresheet): _____

EVALUATION SCORE SHEET

EVALUATION SCORE SHEET

Vendor/Proposer Name	Evaluator #1 Total Score	Evaluator #2 Total Score	Evaluator #3 Total Score	Evaluator #4 Total Score	TOTAL SCORE	RANKING	COMMENTS
Example- ABC Company	58	61	49		168	1	
Example- XYZ Industries	60	58	45		163	3	
Example- 123 Incorporated	57	59	48		164	2	
					0		
					0		
					0		
					0		
					0		
					0		
					0		

INSTRUCTIONS:

1. Vendor/Proposer Name: Fill in company name from each RFP/BID received
2. Evaluator #1: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
3. Evaluator #2: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
4. Evaluator #3: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
5. Evaluator #4 (if necessary): insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
6. Total Score: This is the total combined score from all evaluators for each Vendor/Proposer
7. Ranking: Rank each Vendor/Proposer based on total number of points, highest to lowest. Rank numerically, 1 as the highest
8. Comments: note any comments relevant to the scores, or comments the DH should consider for final determination
9. #1 Ranking typically is the Highest number of points and would be the recommended vendor to the Department Head
10. Department Head makes the recommenation for Award based on ranking, comments, and recommedation

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EXHIBIT G

STANDARD RFP/RFQ TEMPLATE

REQUEST FOR PROPOSALS/QUALIFICATIONS

TITLE

PICTURE

RFP/RFQ # date of award yyyy-mm-dd

SUMMARY

The City of South Lake Tahoe is requesting proposals(or statement of qualifications (SOQ) for an RFQ) from…brief summary of who/what we are looking for

Proposals are due on or before **MM/DD/YYYY no later than 12:00 p.m.** (Pacific Standard Time) at City offices (City address xxx, South Lake Tahoe, CA 96150). Proposals received after the deadline will not be accepted. Proposals and required copies must be submitted by Planet Bids on-line portal. Fax and Electronic-mailed (e-mail) submission will/will not be accepted. (Choose preferred method)

City of South Lake Tahoe
Attn:
RFP Title
City address
South Lake Tahoe, CA 96150

Read this RFP document carefully as the award will be given to the most "qualified or best value". Proposer responding to this RFP. The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposals.

In the opinion of the City of South Lake Tahoe, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please use the Q&A feature that is found within Planet Bids, where the RFP is posted.

Please note that no information given will be binding upon the City unless such information is issued in writing as an official addendum to this RFP.

TIMELINE OF CRITICAL DATES

Release of RFP	
Mandatory Pre-Proposal Meeting	**Write N/A or Delete Row**
Deadline for Question Submittal via Planet Bids	
RFP submittals DUE	
Selection Committee Review Period/Interviews	
Award Date	

SUBMITTAL PROCEDURES

1. Register with the City

All Proposers **must** complete a "Vendor Information Sheet" to be entered in the City of South Lake Tahoe Vendor Database, which is **required to submit a proposal**. Proposers will be notified by the City of any addenda that may be issued to this Request for Proposal (RFP). Proposers must register in the City's Vendor Database to be notified of such addenda
To register, go to: https://pbsystem.planetbids.com/portal/14997/portal-home and follow the instructions applicable to Proposer. Following submission, Proposer will receive a confirmation message within 24 hours from the City. Proposers are *solely responsible* for maintaining up to date and accurate information in the Vendor Database.

2. Number of Copies

Proposals must be submitted through the Planetbid portal. Proposals shall/shall not be e-mailed or faxed to the City (determined by Dept.) **Proposals not received by the date and time specified in this RFP, will be rejected.** Documents submitted in response to this RFP will become the property of the City of South Lake Tahoe and will be regarded as public record under California Public Records Act under Government Code 6250 et seq., and subject to review or release to the public, **excluding** financial records marked "confidential" which shall be available for the Proposer to pick up following a review and selection of the firm(s).

3. Format

Font, Type and Style: All proposals shall be single sided and professionally prepared (no hand-written proposals will be accepted). There are no requirements on font size, type, or style requirements.

Not Bound: Proposals shall not be bound with anything other than a clip or staple to allow the City to make additional copies as needed. No comb binding or permanent binding is permitted.

4. Submittal Deadline

Response to this RFP is due on or before **MM/DD/YYY no later than 12:00 p.m.** (Pacific Standard Time) at City offices (address below). Reponses received after the deadline will not be accepted; there are no exceptions. Fax and Electronic-mailed (e-mail) submission will not be accepted. Submit Proposals to:

City of South Lake Tahoe
Attn:
RFP Title
City Address
South Lake Tahoe, CA 96150

5. Selection Process

A Selection Committee consisting of City Staff will evaluate the submitted proposals. Proposer(s) will be objectively evaluated based on their responses to the project scope outlined in this RFP. The written proposal should clearly demonstrate how the Proposer could best satisfy the requirements of the City. The Selection Committee will utilize the Evaluation Method and Criteria described on page XX of this RFP to rate and rank each proposal.

If more information is needed following a review of the Proposals, the Selection Committee *may* invite one or more of the Proposers to a Selection Interview. Upon completion of interviews, (if needed) a recommendation by the Selection Committee to the City Manager/City Council will be made at that time and awarded in accordance with the City of South Lake Tahoe Procurement Policies & Procedures.

The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposal.

6. Professional Services Agreement

The Professional Services Agreement with the selected Proposer will begin within 30 days of award of contract. The selected Proposer will be required to sign the City's Standard Professional Services Agreement. A sample of this Agreement is attached hereto, and the City reserves the right to amend or edit this Agreement however it sees fit.

7. Reservations

a) The City reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, firm, or organization.

b) In addition, the City reserves the right to request and obtain additional information from any Proposer and to negotiate the final scope of services with the selected Proposer. The City is not liable for any costs incurred by Proposers prior to issuance of an agreement, contract, or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the City of South Lake Tahoe.

c) Only the City Council of South Lake Tahoe, or the City Manager after being duly authorized by the City Council, may execute the Agreement with the successful Proposer. Further, it is understood that respondents must independently evaluate the information in this RFP and that the City makes no guarantee of data accuracy.

d) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any *qualified respondent* in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews, or negotiations.

e) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected without notice to Proposer.

f) The City reserves the right to obtain written clarification of any point in a Proposer's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the proposal.

g) The City reserves the right, without qualification, to select a Proposer for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.

h) Proposer agrees that any response submitted to this RFP will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

8. Local Business Preference (applies to RFP's over $50,000 only)

a) The City shall apply a five percent discount to all local businesses which submit proposals for services for The City of South Lake Tahoe. The City shall evaluate the local businesses' proposals as though the proposal had been submitted at a cost of five percent lower than the cost submitted.
b) Local Business shall mean a business which maintains its principle place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license. To establish a principle place of business in South Lake Tahoe, a business must demonstrate the majority of its principals are based in the South Lake Tahoe office, and that it pays South Lake Tahoe payroll taxes on at least 51 percent of its total payroll.

9. Bidder's Security

a) When deemed necessary, bidder's security may be prescribed in invitations to bid, RFP's and RFQ's. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within 10 days after receipt of contract.

INTRODUCTION

8. Background

Background information that would be relevant to what service is being requested

9. Objective

What is the City's primary objective? What are we trying to accomplish through this RFP?

SCOPE OF SERVICE

10. Scope of Work to be Performed

- List all technical and general specifications of service, etc.….
- Be specific with all details and descriptions.
- Request proposal to be all inclusive of all fees, incl taxes, delivery charges etc...
- Request implementation schedule, timeline, delivery date etc.…

PROPOSAL CONTENT REQUIREMENTS

11. Proposal Requirements - All proposals must include the following information and shall be organized as described below. **Criteria titles and points should be edited or deleted as needed for each RFP –**

A. Cover Letter (0-5 points)

The cover letter shall be addressed to the Director of the Department, and at a minimum, must contain the following:

- Identification of Firm, including name, address, and telephone number
- Name, title, address, and telephone number of contact person during period of proposal evaluation
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from date of submittal
- Signed by person authorized to bind the Firm to the terms of the proposal.

B. Executive Summary (10 points)

The intent of this narrative is to convince the City the Proposer understands the requirements of proposal, the nature of the work, and the level of effort necessary to successfully provide the defined services.

C. Company History, Background and Experience (0-20 points)

Describe the Company's history and organizational structure, including the size of the company, location of office(s) and years in business. Provide resumes for project team members. Also include the Firm's background, experience, and capacity to undertake the project/services for the City of South Lake Tahoe in conformity with the requirements of the RFP.

D. Scope of Work/Implementation (0-35 points)

Describe the Company's general approach to managing the services provided including an explanation of the methodology to be followed and specific plans to manage, control, and supervise the services in order to insure satisfactory provision of services. In developing the work plan, reference should be made to the specific requirements and specifications noted in the Scope of Services (pages x – xx). Provide a delivery schedule designed to meet the requirements of the City. An implementation timeline from the Company is required. Provide description implementation plan considerations, including timeframes and deliverables for various stages of the agreement.

E. Project Budget (0-25 points)

Provide a description of the project cost and/or fees itemized according to the RFP proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including

all out-of-pocket expenses. The City of South Lake Tahoe will not be responsible for the expenses incurred in preparing and submitting the proposal. The Company shall present all costs, fees, taxes, and charges based on achievement of deliverables, which should be outlined in the Company's Cost Proposal.

F. Description of Recent Projects/References (0-5 points)

Provide a description of accounts/ agreements of a similar nature including at least three (3) recent client references with names and telephone numbers, contact persons.

EVALUATION METHOD & CRITERIA

Proposals will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the proposal may be deemed non-responsive and returned to proposer and any further review is subject to the City's discretion (see Reservations, page 4).

The Selection Committee will make a recommendation based on the criteria in this Proposal to award the contract/agreement to a selected Proposer. The City may conduct interviews as described on page 4 under Selection Process.

12. Evaluation Criteria

Recommendations for selection will be based on the following weighted criteria of 100 possible points and passing status on all Pass or Fail categories, if any. **This information should match the proposal content requirements on page XX**

Criteria	Points
A. Cover Letter	5
B. Executive Summary	10
C. Company History, Background & Experience	20
D. Scope of Work/Implementation	35
E. Project Budget	25
F. Description of Recent Projects/References	5

ATTACHMENT 1

SAMPLE

PROFESSIONAL SERVICE AGREEMENT

EXHIBIT H

STANDARD PROFESSIONAL SERVICES AGREEMENT TEMPLATE

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the_____day of _____ 202**X** by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and _____ ("Consultant").

RECITALS

A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for _____ years.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed _____ without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation, or expiration.

7. Ownership of Documents.
   All plans, studies, documents, and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, or subcontractors hired or retained by Consultant are employees, agents, contractors, or subcontractors of Consultant and not of the City.

   City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third-party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates, and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

    Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

    a. Will not serve in a staff capacity and will conduct research and arrive at conclusions with respect to their rendition of information, advice, recommendation, or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation, or counsel. [FPPC Reg. 18700.3(a).

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances, and regulations in carrying out their duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations, and codes of federal, state, and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials, and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

    In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. If Consultant will be physically present in the City of South Lake Tahoe to perform some or all of the services, Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges, and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for their employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers'

Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less

than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in

limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount, and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant:

Provide a copy to:

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not

subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of ancestry, age, color, disability, genetic information, gender expression, gender identity, marital status, medical condition, military or veteran status, national origin, race,

religion, reproductive health decision making, sex/gender, or sexual orientation. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

23. Drug-Free Workplace Certification. This certification is only required for Consultants receiving payment from Grant Funding. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355, et seq.) and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

    b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

        i. The dangers of drug abuse in the workplace;
        ii. The person's or organization's policy of maintaining a drug-free workplace;
        iii. Any available counseling, rehabilitation, and employee assistance program; and
        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Provide, as required by Government Code Section 8355(a)(3), that every employee who performs grant activities under this Agreement:

        i. Will receive a copy of the Consultant's drug-free policy statement; and
        ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

    Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have

the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____

City Manager

Date_____

CONSULTANT:

By _____

Name, Title

Date_____

Business License # _____

APPROVED AS TO FORM:

By_____

City Attorney

Date_____

ATTEST:

By_____

City Clerk

Date_____

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$_____**
Hourly Rate:	**$_____/hour**
Travel and out-of-pocket expenses	**$_____**
(travel is included in the TOTAL (not to exceed amount)	
TOTAL (not to exceed)	**$_____**

TIMELINE

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Name, Title

By:_____ Date_____

EXHIBIT I

STANDARD INVITATION TO BID TEMPLATE

INVITATION TO BID

TITLE

Picture

BID# date of award yyyy-mm-dd Title

**note: Formal Bids must be posted for minimum of 30 days*

SUMMARY

The City of South Lake Tahoe is requesting formal competitive bids from qualified professional vendors/firms for (short sentence describing what you are looking for).

Electronic Bids are due on or before **MM/DD/YYYY** **no later than 12:00 p.m.** (Pacific Standard Time) Electronic Bids must be uploaded by said time and date. Bids received after the deadline will not be accepted. Bids must be submitted by Planet Bids. Fax and Electronic mailed (e-mail) submission will not be accepted.

Bidders will be notified by the City of any addenda that may be issued to this Formal Invitation to Bid (BID). Bidders must register in the City's Vendor Database to be notified of such addenda (see page 3 for instructions on how to register).

Read this BID document carefully as the award will be given to the "lowest qualified responsible bidder" responding to this BID. The City reserves the right to reject any or all bids. Bids will be publicly opened and read aloud at the "department address" office immediately after the closing of the bid.

In the opinion of the City of South Lake Tahoe, this BID is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please use the Q&A feature that is found within Planet Bids, where the BID is posted.

Please note that no information given will be binding upon the City unless such information is issued in writing as an official addendum to this BID.

TIMELINE OF CRITICAL DATES

Release of Formal Competitive Bid	**xx-xx-xxxx**
Mandatory Pre-Bid Meeting	***optional**
Deadline for questions Submitted via Planted Bids	**xx-xx-xxxx**
Questions & Answers Uploaded	**xx-xx-xxxx**
Formal Bid Due	**xx-xx-xxxx**
City Council Award	**xx-xx-xxxx**

SUBMITTAL PROCEDURES

1. Register with the City

All Bidders **must** register **through the Vendor Portal in the Planet Bids website** to be entered in the City of South Lake Tahoe Vendor Database, **which is required to submit a bid**. Go to this website address: https://pbsystem.planetbids.com/portal/14997/portal-home and follow the instructions applicable to Bidder. Following submission, Bidders will receive a confirmation message within 24 hours from Planet Bids. Bidders are *solely responsible* for maintaining up to date and accurate information in the Vendor Database.

2. Public Record

Bids not received by the date and time specified in this BID, will be rejected. Documents submitted in response to this BID will become the property of the City of South Lake Tahoe and will be regarded as public record under California Public Records Act under Government Code 6250 et seq., and subject to review or release to the public, **excluding** financial records marked "confidential" which shall be available for the bidder to pick up following a review and selection of the bid.

3. Format

Font, Type and Style: All proposals shall be single sided and professionally prepared (no handwritten proposals will be accepted). There are no requirements on font size, type, or style requirements.

4. Submittal Deadline

Response to this BID is due on or before **MM/DD/YYYY no later than 12:00 p.m.** (Pacific Standard Time) through Planet Bids on-line portal. Reponses received after the deadline will not be accepted; there are no exceptions. Fax and Electronic-mailed (e-mail) submission will not be accepted.

5. Purchase Agreement/ Contract

Upon approval of the Award by City Council; a written Purchase Agreement or Contract will be issued by the City Attorney's Office. The Agreement is in force through the time period specified in the Scope of Work in the bid. The selected Bidder will be required to sign the City's Purchase Agreement or Contract. A sample of this Agreement is attached hereto, and the City reserves the right to amend or edit this agreement however it sees fit. No changes may be made in the agreement without written authorization by the City of South Lake Tahoe. Quantities specified in the purchase agreement are not to be exceeded without written authorization from the City of South Lake Tahoe.

7. Reservations

a) The City reserves the right to reject any and all bids, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Invitation to Bid, in whole or in part, or decide to award a contract on the basis of individual items, or groups of items, or on the entire list of items; to reject any or all bids or any part thereof; and to waive any informalities and/or negotiate minor deviations to the bid, with the successful bidder. The City's decision shall be final, without liability, obligation, or commitment to any party, firm, or organization.

b) In addition, the City reserves the right to request and obtain additional information from any Bidder and to negotiate the final scope of services with the selected vendor. The City is not liable for any costs incurred by Bidders prior to issuance of an agreement, contract, or purchase order. Costs of developing the bid, oral presentations or any other such expenses incurred by the vendor in responding to the BID are entirely the responsibility of the vendor and shall not be reimbursed in any manner by the City of South Lake Tahoe.

c) Only the City Council of South Lake Tahoe, or the City Manager after being duly authorized by the City Council, may execute the Agreement with the successful bidder. Further, it is understood that respondents must independently evaluate the information in this BID and that the City makes no guarantee of data accuracy.

d) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any *qualified respondent* in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written bids it receives without conducting discussions, interviews, or negotiations.

e) If, in the opinion of the City, a bid contains false or misleading statements or references, it may be rejected without notice to Bidder.

f) The City reserves the right to obtain written clarification of any point in a vendor bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a Bidder to respond to such a request for additional information or clarification may result in rejection of the bid.

g) The City reserves the right, without qualification, to select a Bidder for further discussions based solely on the content of the BID and relevant information obtained from others concerning the respondent's respective records of past performance.

h) Proposer agrees that any response submitted to this BID will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

8. Bid Protests

a) A non-selected bidder may protest award of contract by submitting a written bid protest which shall be received by the city clerk no later than seven calendar days after the city's selection of the winning bidder or no later than 10 calendar days from the date that the city issues notice of designation of a bidder as non-responsible.

b) The bid protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

c) Where award of the contract is to be made by the city council, the city clerk shall place a discussion of the bid protest on the next regularly scheduled council meeting agenda and the city council shall determine whether, based on the protest, to award the contract to the selected bidder, to reject all bids, or to award the contract to the next lowest responsible bidder.

9. Local Business Preference

a) The city shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment, and services for nonpublic projects. The city shall evaluate the local businesses' bids as though the bid had been submitted at a cost of five percent lower than the cost submitted.

b) Local Business shall mean a business which maintains its principle place of business in a fixed office within the city of South Lake Tahoe and possesses a current South Lake Tahoe business license. To establish a principle place of business in South Lake Tahoe, a business must demonstrate the majority of its principals are based in the South Lake Tahoe office, and that it pays South Lake Tahoe payroll taxes on at least 51 percent of its total payroll.

9. Bidder's Security

a) When deemed necessary, bidders' security may be prescribed in invitations to bid, RFP's and RFQ's. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within 10 days after receipt of contract.

INTRODUCTION

8. Background

Background information that would be relevant to what product is being requested

9. Objective

What is the City's primary objective? What are we trying to accomplish through this BID?

SCOPE OF WORK

11. Scope of Work to be Performed:

- List all technical and general specifications of item(s), product, service, etc….
- Be specific with all details and descriptions.
- Request bid to include all fees, tax (8%), delivery charges
- Request implementation schedule, timeline, delivery date

BID CONTENT REQUIREMENTS

12. <u>Bid Requirements</u> - All bids must include the following information and shall be organized as described below.

A. Cover Letter

The cover letter shall be addressed to the Department, Department Head, Title, and at a minimum, must contain the following:

- Identification of Vendor, including name, address, and telephone number
- Name, title, address, and telephone number of contact person during period of bid evaluation
- A statement to the effect that the bid shall remain valid for a period of not less than 120 calendar days from date of submittal
- Signed by person authorized to bind the bidder the terms of the proposal.

B. Product Specification

In a brief narrative, describe the specifications to meet the requirements of the Invitation to Bid. The intent of this narrative is to convince the City that the Bidder understands the objective that the bid is intended to meet, the nature of the work and/or product, and the level of effort necessary to successfully provide the defined product or scope of work.

C. Company History, Background and Experience

Describe the Vendor's history and organizational structure, including the size of the company, location of office(s) and years in business. Provide resumes project team members (if applicable). Also include the Vendor's background and public sector experience in conducting description of work/item.

D. Scope of Work/Implementation

Describe the Vendor's general approach to managing the project or providing the goods, including specific plans to manage, control, and/or deliver the project to insure satisfactory provision of services. Provide a schedule designed to meet the requirements of the City. The City's target date for completion/delivery is xxxx weeks/days from the date the contract is signed; however, a timeline from the Vendor is required. Provide description of all costs, implementation, including estimated timeframes and deliverables.

E. Project Budget (0-25 points)

Provide a detailed description of the project budget/ product itemized according to Scope of Work. The Vendor shall present a specific "not to exceed" fixed fee /cost including associated taxes, fees, and charges and be based on achievement of deliverables. Provide itemized budget.

F. Description of Recent Projects/References (0-5 points)

Provide a description of projects/products of a similar nature including at least three (3) client references with names and telephone numbers, contact persons.

EVALUATION METHOD & CRITERIA

Bids will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the bid may be deemed non-responsive and returned to bidder. Further review is subject to the City's discretion (see Reservations, page 4).

The Selection Committee will make a recommendation to the City Manager based on the criteria in this bid to award the contract to the lowest qualified responsible bidder. The City Council will make the final determination whether or not to award a contract/agreement.

ATTACHMENT 1

SAMPLE

STANDARD PURCHASE AGREEMENT

EXHIBIT J

STANDARD PURCHASE AGREEMENT TEMPLATE

CITY OF SOUTH LAKE TAHOE
PURCHASE AGREEMENT

This Agreement is made and entered into as of the_____day of _____ 202x by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and _____ ("Vendor").

RECITALS

A. Vendor has been selected as the lowest qualified bidder to provide the goods/materials/products set forth in this Agreement.

B. Vendor and City desire to enter into this Agreement for the purchase of said goods/ materials/ products. .

AGREEMENT

1. Scope of Agreement. Vendor shall provide the goods/materials/products set forth in this agreement and described more fully in the **Exhibit A, "Description of Goods/Materials/Products,"** attached hereto and incorporated herein by reference (hereinafter the "product(s)"). **Exhibit A** further sets forth the requirements for delivery of the product(s), including requirements for installation, maintenance, servicing, etc.

2. Term/Time of Performance. The goods/materials/services described in **Exhibit A** shall be delivered to the City on or before _____.

3. Compensation. Compensation to be paid to Vendor shall be in accordance with **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Vendor's compensation exceed _____ without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Vendor shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item set forth in **Exhibit A**.

4. Expiration and Termination of Agreement. This Agreement shall expire upon written confirmation from the City that Vendor has delivered product(s) in compliance with the scope set forth in **Exhibit A.** Such confirmation shall not be unreasonably withheld.

The City may terminate this agreement if Vendor fails to deliver product(s) and comply with the terms of **Exhibit A** within ten (10) days of the date of delivery set forth in paragraph two (2) herein.

5. Independent Contractor. It is understood that Vendor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Vendor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Vendor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, or subcontractors hired or retained by Vendor are employees, agents, contractors, or subcontractors of Vendor and not of the City.

   City is not required to make any deductions or withholdings form the compensation payable to Vendor under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Vendor's assigned personnel. Any third-party persons employed by Vendor shall be entirely and exclusively under the direction, supervision, and control of Vendor. Vendor hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

6. Interest of Vendor. Vendor, (and principals, associates, and professional employees of Vendor) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Vendor's services hereunder. Vendor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

7. Professional Ability of Vendor. City has relied upon the professional training and ability of Vendor to provide the product(s) hereunder as a material inducement to enter into this Agreement. Vendor shall therefore provide properly skilled professional and technical personnel to perform all tasks related to delivery of the product(s), etc. as set forth in **Exhibit A**.

8. Compliance with Laws. Vendor shall comply with all applicable federal, state, regional and local laws, codes, ordinances, and regulations in carrying out his/her duties under this Agreement. Vendor shall observe and comply with all

applicable laws, ordinances, regulations, and codes of federal, state, and local governments.

9. Licenses. Vendor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Vendor to engage in this Agreement. Vendor represents and warrants to City that Vendor shall, at its sole cost and expense, always keep in effect or obtain during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Vendor. Vendor shall always maintain a City of South Lake Tahoe business license during this Agreement. Vendor acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

10. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

11. Indemnity. Vendor hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Vendor's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Vendor agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Vendor's negligent acts, errors, omissions, regarding this Agreement, the Vendor's work under this Agreement, or the Vendor's Scope of Work.

    City does not, and shall not, waive any rights against Vendor which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Vendor, of any of the insurance policies hereinafter set forth.

12. Warranty. Vendor will provide warranty language.

13. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such

notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Vendor:

Provide a copy to:

14. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Vendor. Assignments of any or all rights, duties or obligations of the Vendor under this Agreement will be permitted only with the express consent of City. Vendor shall not subcontract any portion of the Agreement without the written authorization of City. If City consents to such subcontract, Vendor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

15. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

16. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado

Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

17. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

18. Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any Vendor or person, other than the independent contractors hired in accordance with Vendor's standard business practice, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid, nor has it agreed to pay any Vendor or person, other than a bona fide employee working solely for Vendor or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

19. Amendments. This Agreement may be modified or amended only by a written document executed by both Vendor and City and approved as to form by the City Attorney.

20. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

21. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Vendor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

22. Time is of the Essence. Time is of the essence for this Agreement.

23. Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE: VENDOR:

By_____ By _____

City Manager Name, Title

Date_____ Date_____

Business License # _____

APPROVED AS TO FORM:

By_____ Date_____

City Attorney

ATTEST:

By_____ Date_____

City Clerk

Attachments:

Exhibit A – Description of Goods/Materials/Products

Exhibit B – Compensation
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

Description of Goods/Materials/Products

EXHIBIT B

COMPENSATION

- **Provide total itemized costs**
- **Include all taxes, shipping, handling, fees, and discounts**

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Vendor shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Vendor:
Name, Title

By: _____ Date_____

EXHIBIT K

RFP REJECTION LETTER – TEMPLATE/EXAMPLE

USE DEPARTMENT- CITY LETTERHEAD

Date

Address

Re: Award Decision, Department of _____, RFP # _____ for [service requested]

Dear

Thank you for submitting a proposal in response to the subject Request for Proposals (RFP). An evaluation panel, using the weighted criteria outlined in the RFP, has completed its review, and scoring of all the proposals we received. The proposal submitted by _____ received the panel's highest score. We will be developing a contract for the requested services with that organization. Thank you again for your participation, and for your interest in doing business with the City of South Lake Tahoe.

This award is a final decision subject to the successful negotiation of a mutually acceptable contract. A nonselected bidder may protest the award of a contract by submitting a written bid protest which shall be received by the city clerk no later than seven calendar days after the city's selection of the winning bidder or no later than 10 calendar days from the date that the city issues notice of designation of a bidder as nonresponsible. Please see City of South Lake Tahoe Code section 3.45.020 for the full bid protest procedure.

Very truly yours,

EXHIBIT L

RFP ACCEPTANCE LETTER TEMPLATE/EXAMPLE

*Use Department City Letterhead

Date

Address

Re: Award Decision, Department of _____, RFP # _____ for [service requested]

Dear

Congratulations. The evaluation panel, using the weighted criteria outlined in the subject Request for Proposals (RFP), has completed its review of the proposals received. We are pleased to announce that your proposal received the panel's highest score.

Enclosed with this letter is an electronic copy of the City's approved Professional Services Agreement. We respectfully ask you to review the terms and conditions. Any changes should be made with MS Word Track Changes so that our Attorney may review them. We also kindly ask that you provide us a scope of services attachment that includes all services requested in our RFP. When both parties arrive at mutually acceptable terms, we will place the master agreement on the City Council agenda for adoption.

Thank you for your interest in working with the City of South Lake Tahoe. If you have any questions or concerns, please do not hesitate to reach out to me at _____.

Very truly yours,

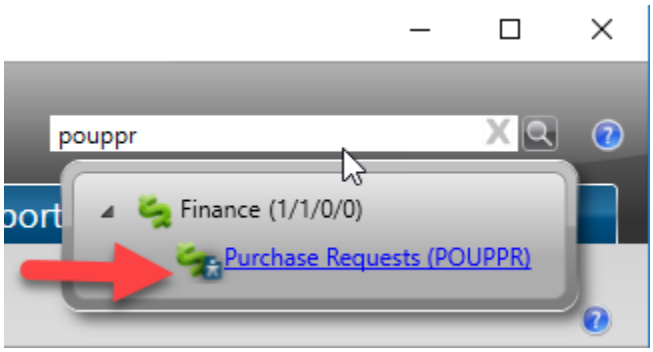
Attachment: Professional Services Agreement/ or Purchase Agreement

EXHIBIT M

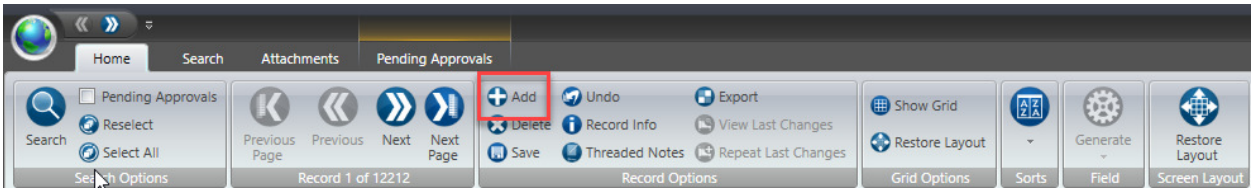
INSTRUCTIONS TO CREATE A STANDARD PURCHASE ORDER (PO)

Creating a Purchase Order

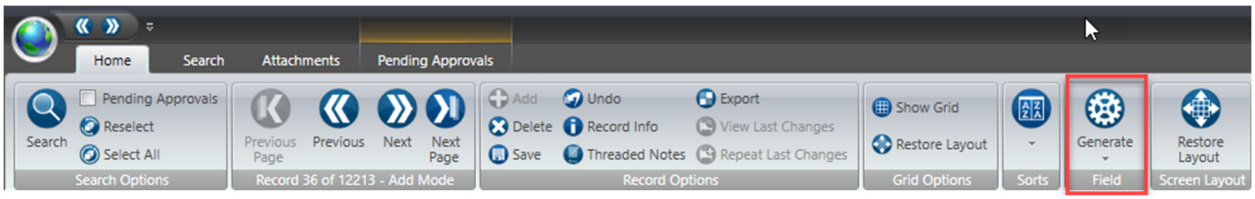
1. Login to OneSolution
2. Type POUPPR into the top right search tool and click on “Purchase Requests (POUPPR)



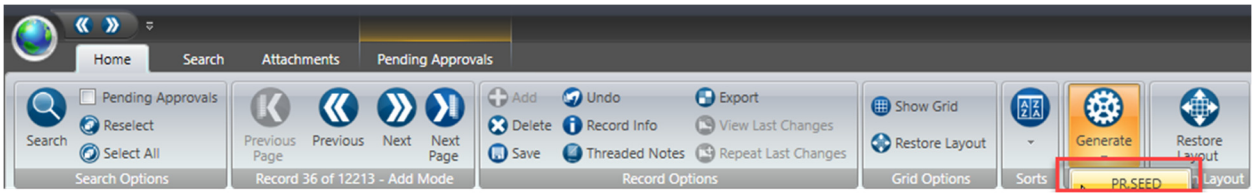
3. Click on “Add”



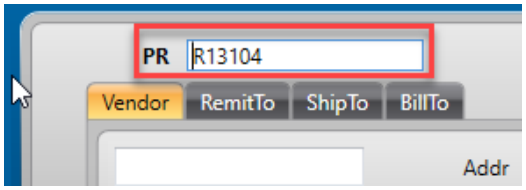
4. Click on Generate



5. Click on PR_SEED



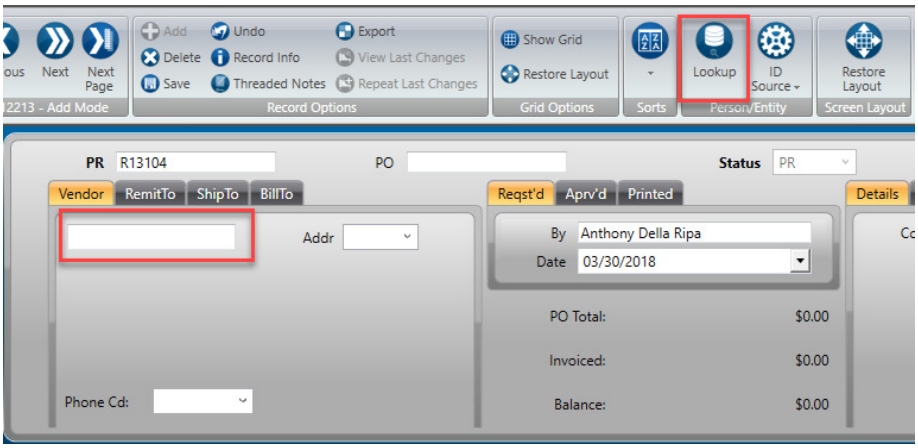
6. Write down the PR Number

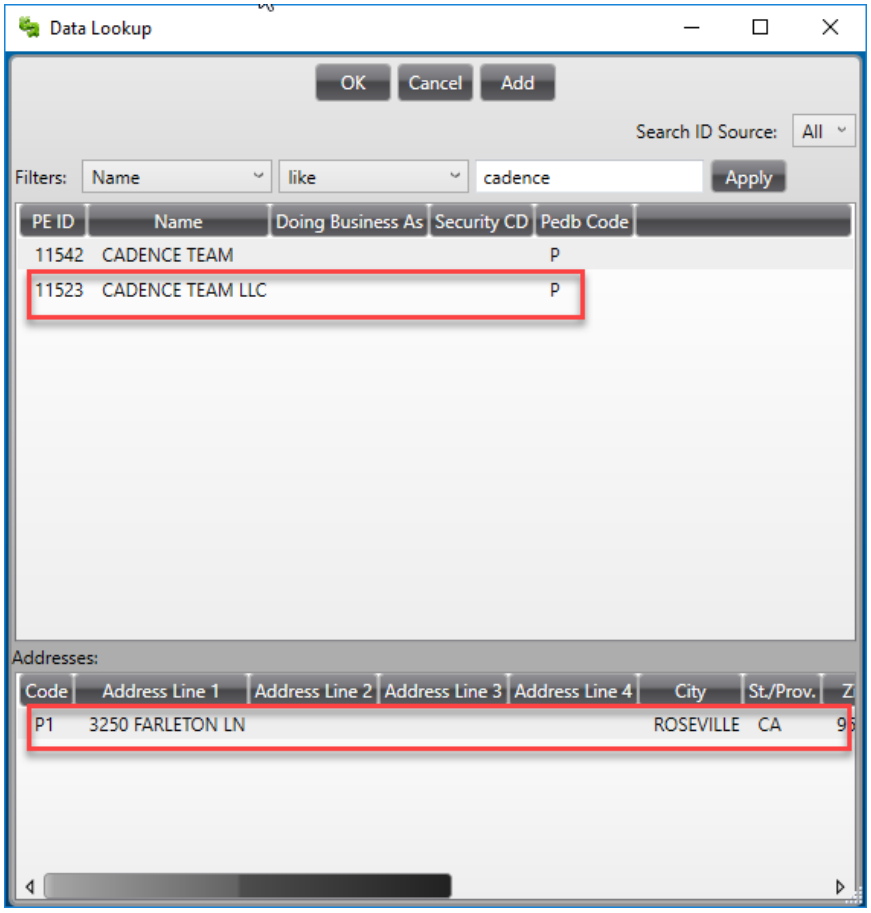


7. If you know the vendor ID then type it in the text box that is located in the Vendor tab. If you don’t know the ID then you can search for it by name. If the vendor is not in our system then you will have to request a W9 from the vendor and send it over to Ben so he setup the new

vendor in our system. If this new vendor is doing any work on one of our properties then a business license is needed. Have Finance contact this new vendor to setup a business license.

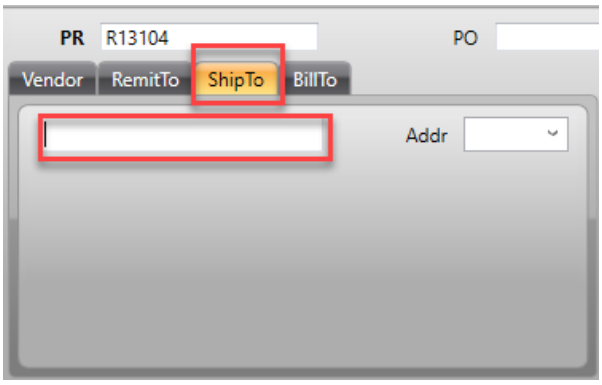
8. Type in the Vendor ID in the text box or look it up. Select the vendor and the correct address then click on OK at the top.

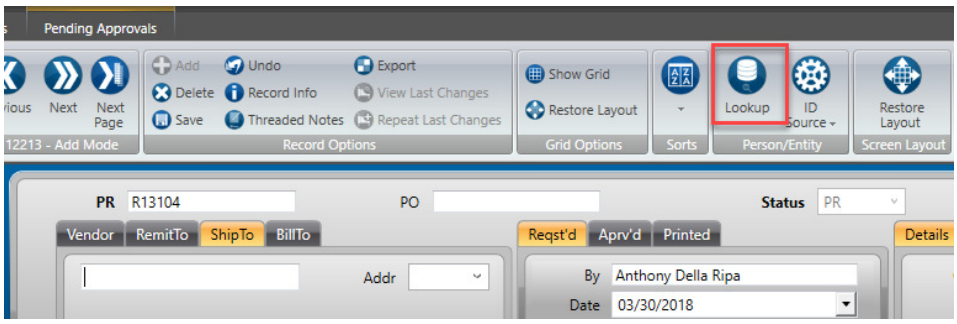


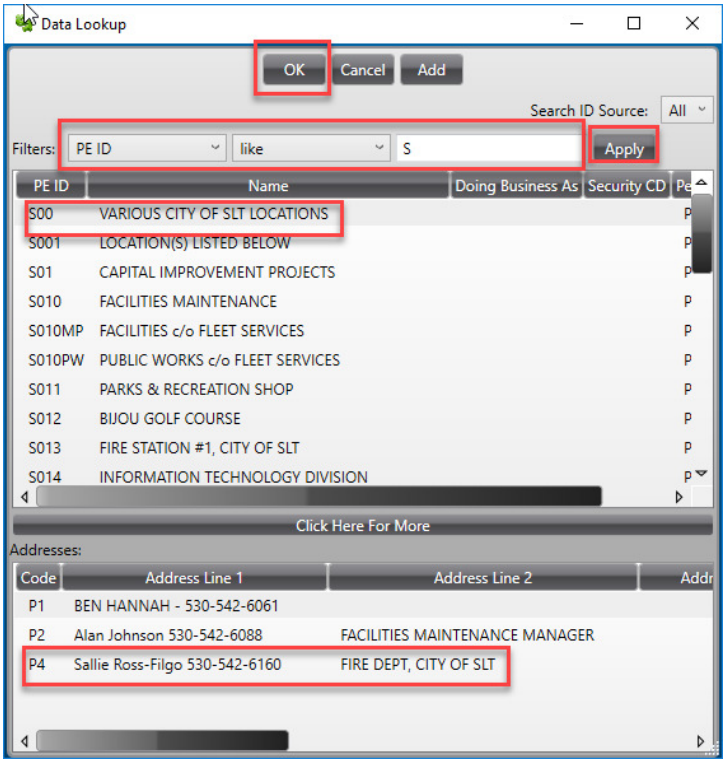


9. Click on the Ship to Tab. If you know the ship to ID then type it in the box or you can search for it. To search click on the Lookup button. All city building starts with a S. Filter by PE ID and type

in an “S” and click on “Apply”. Look for the city building that it needs to be shipped to and select the correct person at that address.

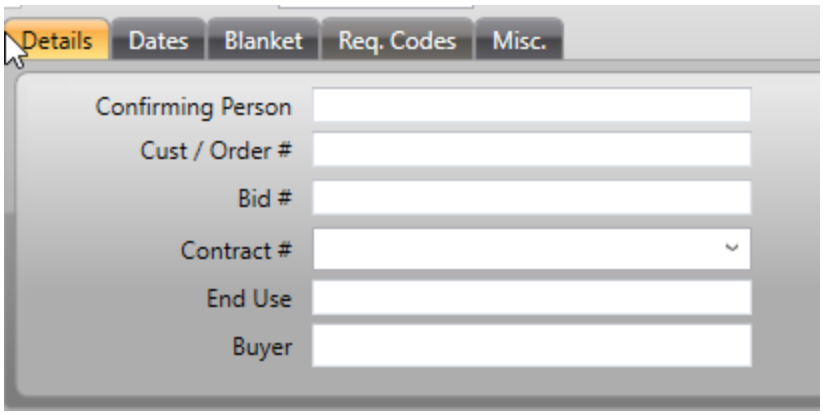




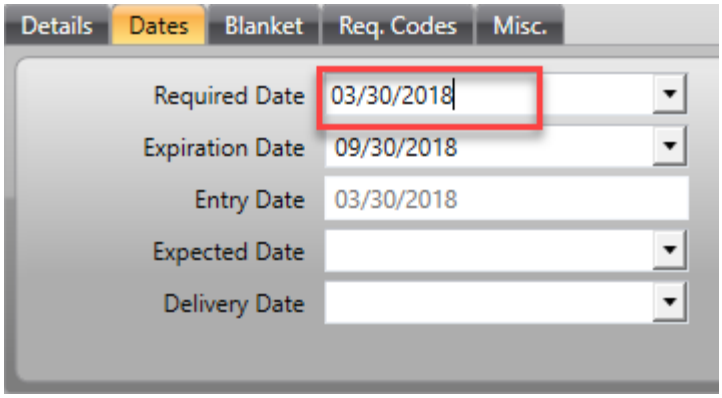


10. Under the “Details” tab type in the following
    a. Confirming Person – The person requesting this item/service

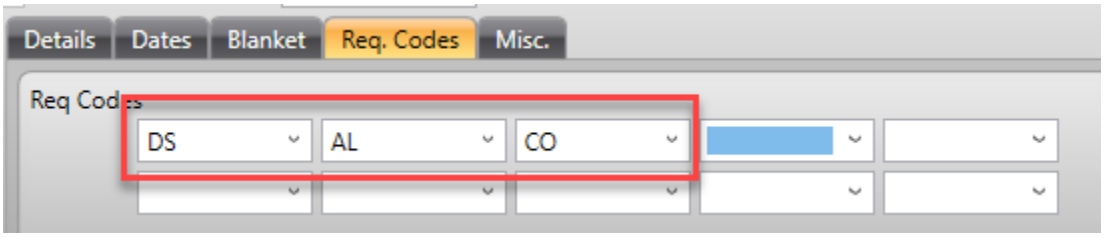
b. Cust / Order # - Quote or order number if available
c. Bid # - If available
d. Contract # - If available
e. End Use – The department or division requesting this PR
f. Buyer – Leave Blank



11. Go to the "Details" tab and type in the current date



12. Skip "Blanket" Tab
13. Click on "Req. Codes" Tab. Make sure the following codes are selected.



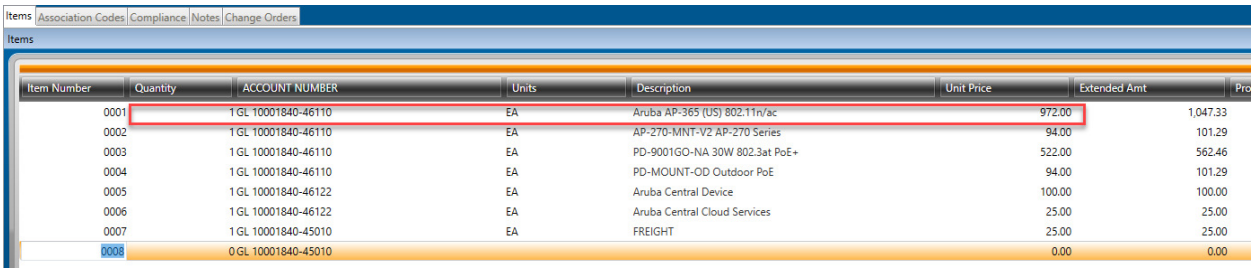
14. Skip "Misc." Tab

15. Click on the "Notes" Tab. In the dropdown there are three choices
    a. PR Notes – This is for internal notes only
    b. Print Before – This will place the note directly on the PO above the first line item.

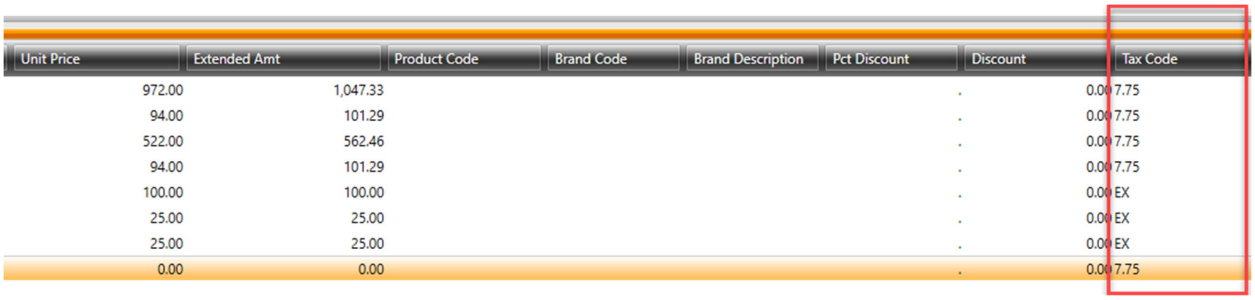
i. Quote number
ii. Delivery instructions
iii. Etc…

c. Print After – This will place the note directly after the last line item.
   i. Quote number
   ii. Delivery instructions
   iii. Etc…

16. In the "Items" tab. Enter in the Quantity, Account Number, Units, Description, Unit Price. If Tax is NOT required, then scroll to the right and select EX under the "Tax Code" column. After entering the data in each filed press the "Enter" to save the item and two add a second item.

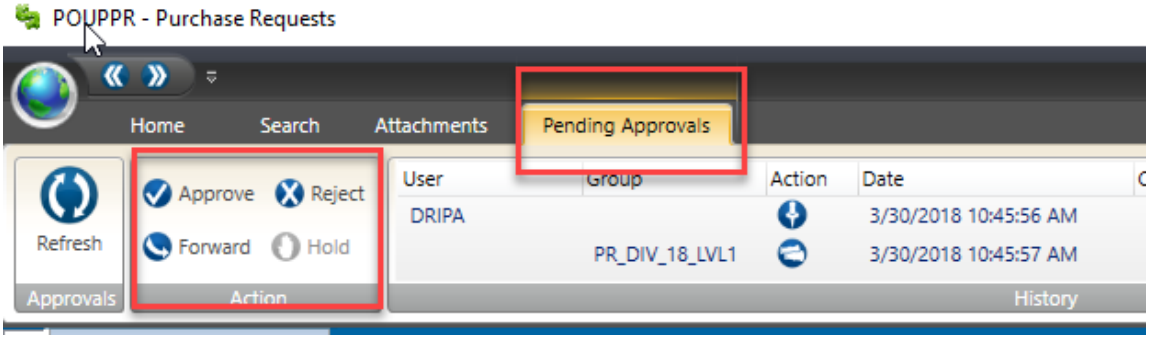


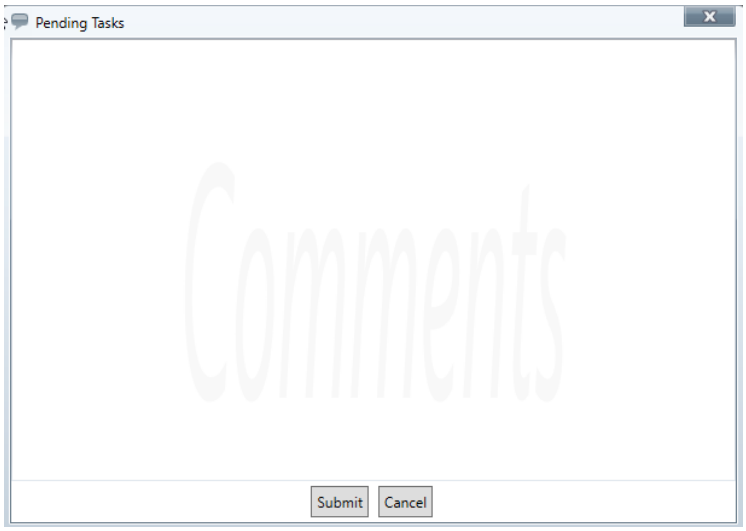
Item Number	Quantity	ACCOUNT NUMBER	Units	Description	Unit Price	Extended Amt	Pro
0001	1	GL 10001840-46110	EA	Aruba AP-365 (US) 802.11n/ac	972.00	1,047.33	
0002	1	GL 10001840-46110	EA	AP-270-MNT-V2 AP-270 Series	94.00	101.29	
0003	1	GL 10001840-46110	EA	PD-9001GO-NA 30W 802.3at PoE+	522.00	562.46	
0004	1	GL 10001840-46110	EA	PD-MOUNT-OD Outdoor PoE	94.00	101.29	
0005	1	GL 10001840-46122	EA	Aruba Central Device	100.00	100.00	
0006	1	GL 10001840-46122	EA	Aruba Central Cloud Services	25.00	25.00	
0007	1	GL 10001840-45010	EA	FREIGHT	25.00	25.00	
0008	0	GL 10001840-45010			0.00	0.00	



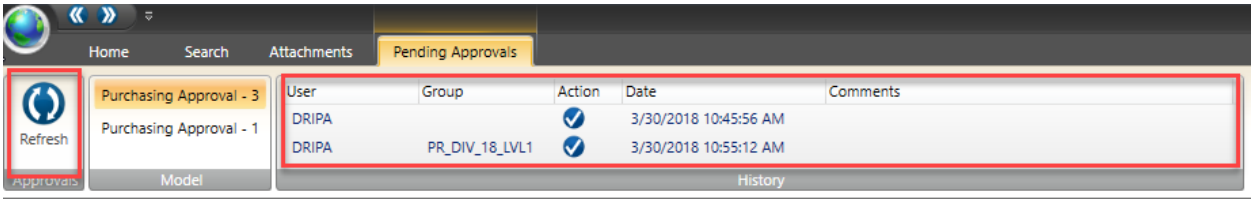
Unit Price	Extended Amt	Product Code	Brand Code	Brand Description	Pct Discount	Discount	Tax Code
972.00	1,047.33				.	0.00	7.75
94.00	101.29				.	0.00	7.75
522.00	562.46				.	0.00	7.75
94.00	101.29				.	0.00	7.75
100.00	100.00				.	0.00	EX
25.00	25.00				.	0.00	EX
25.00	25.00				.	0.00	EX
0.00	0.00				.	0.00	7.75

17. Once you are finished adding items. You will have to approve the PR out of your queue. At the top you should have "Pending Approvals" tab; If you don't, please see below to activate it. Click on that tab and select one of the four choices. When you select one a second window will popup so you can type additional notes for yourself or for the next approver in the queue.



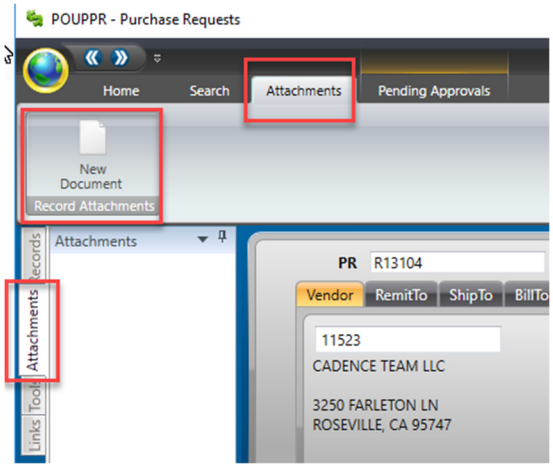


18. If there are multiple approvers you can click on refresh to see who next in line to approve the PR.

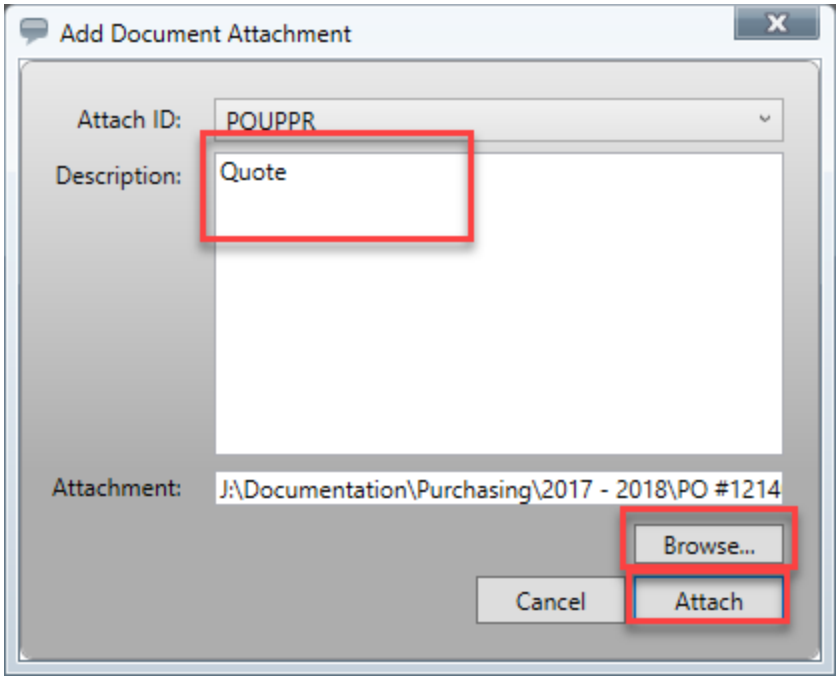


Adding Attachments to the PR

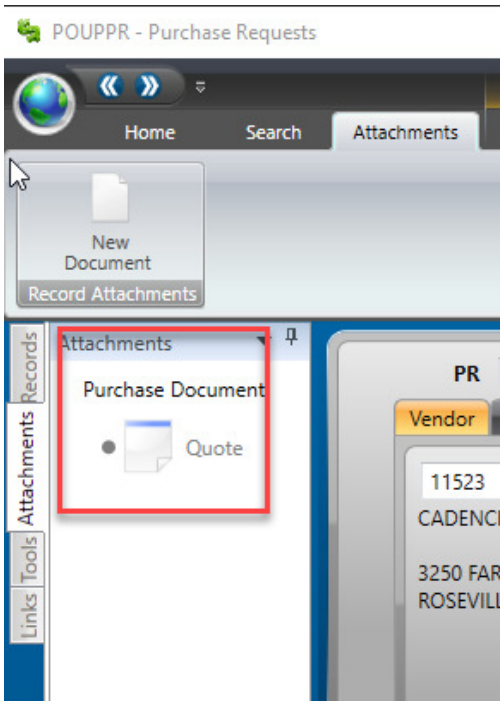
1. Click on the "Attachments" tab on the top will allow you add new documents. The "Attachment" tab on the left will show you the current documents attached to the PR.



2. Click on "New Document". A second window will popup. You will need to add a description and then browse to the location where your attachment is saved. Then click on "Attach."

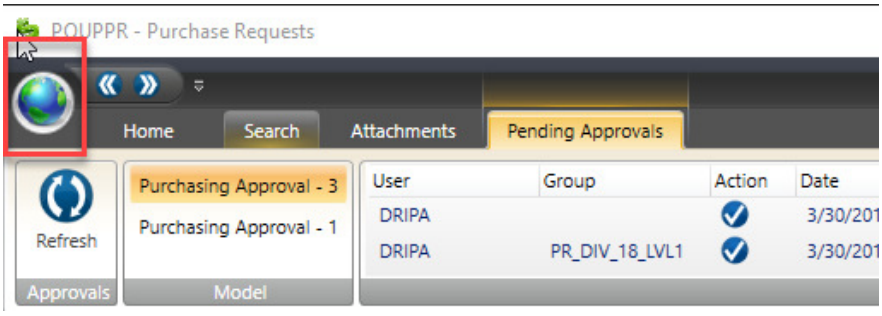


3. You will see the document listed on the left side. If the wrong document was attached; just hover you mouse of the attached document and send IT the document ID and request that document to be removed.

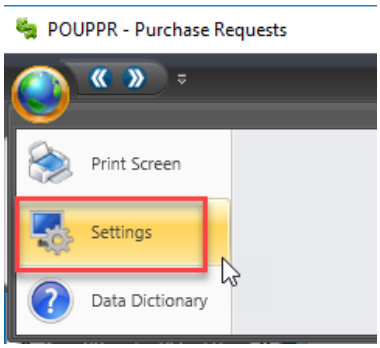


Activating the "Pending Approval" tab and "Attachments" Tab

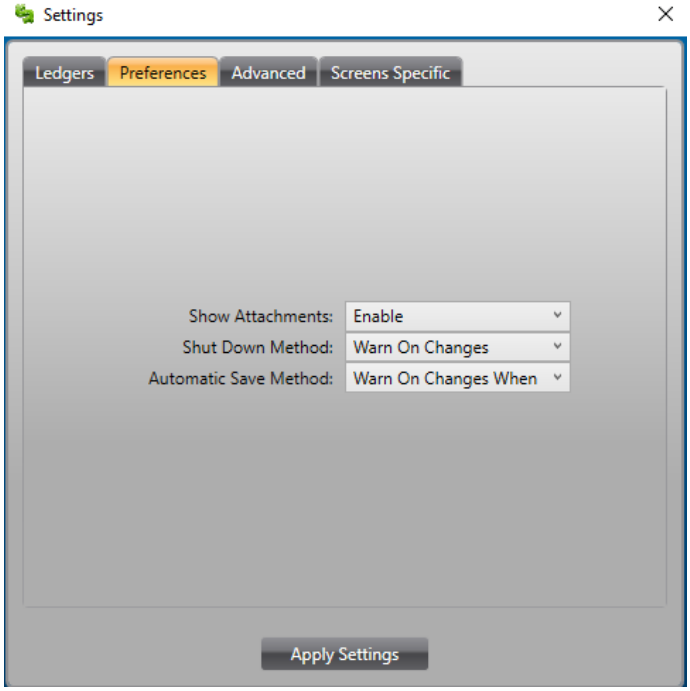
1. Click on the Globe



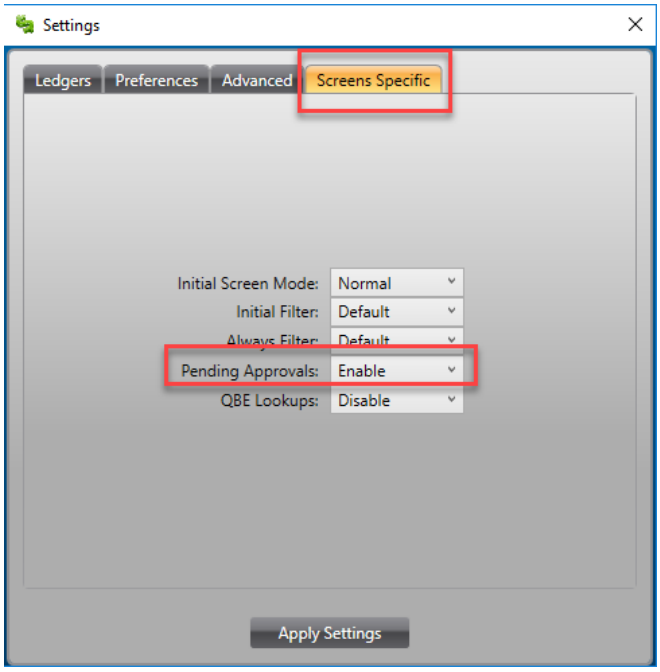
2. Click on “Settings”



3. Click on “Preferences” tab and select “Enable for “Show Attachments”. Then click on “Apply Settings”



4. Click on “Screens Specific” tab and select “Enable” for “Pending Approvals”



Purchase Order Rules

1. All quotes, sole source form, state contracts, etc…. and the approved PO must be attached to the PR.

FINANCIAL MANAGEMENT
GRANT FUNDING AND COMPLIANCE POLICY

The purpose of this document is to establish uniform guidelines for oversight of the City of South Lake Tahoe in the pursuit of ~~grant related~~grant-related revenue. Adherence to the following policies and procedures promote increased ~~efficiencies~~efficiency, transparency, accountability to ethical standards, and a strategic approach to funding opportunities, which enable the City to be competitive in securing grant funding. All City personnel utilizing or seeking Grant funding for City business purposes are responsible for knowing and following this policy.

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1. GENERAL STANDARDS

Grant funding allows the City to supplement local public funds to increase the efficiency and impact of programs, projects, and services provided to the community; therefore, the effect of grant funding and the process that governs it is significant.

Grants are not "free money". A grant is a **financial award** provided by a federal, state, local government, or other organization to fund specific, beneficial, goals, objectives, and/or legislative initiatives through legal, contractual, and binding grant agreements. Because government grants are funded by tax dollars, they include stringent compliance and reporting measures to ensure the money is well-spent. Careful consideration and analysis should be given prior to applying or accepting these funds.

This policy describes the City's grant management and administration procedures and intends to do the following:

- Promote the use of best practices
- Promote sound financial management
- Promote efficiency and effectiveness in grant funded projects and programs
- Ensures the grant related activity is consistent with City's strategic priorities
- Ensures the integrity of the City's good standing among granting agencies
- Ensures accountability for financial and programmatic elements of grant administration and management

Adoption and Implementation: The City Council is responsible for adopting the City's Grant Funding and Compliance Policy and for approving any significant policy revisions. The City Manager, or his/her designee, is responsible for developing administrative procedures to implement this policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts.

Public Records Requirement: All documents related to Grant applications, contracts, expenditures, revenues, and grant compliances are public records and may be subject to disclosure under the California Public Records Act (Government Code §6250-6270).

Conflicts of Interest: An officer or employee of the City acting or appearing to act on behalf of someone other than the City; or in carrying out duties has or appears to have a self-interest from which a personal profit or gain is realized or that is actually or potentially adverse to the best interests of the City.

Conflicts of interest and the *appearance* of a conflict of interest can damage the reputation, credibility, and trust of the City. These situations may involve ethical, legal, or other issues and City officials and employees should be diligent in the identification of potential conflicts when working in any capacity with proposed or funded grant activity involving the City.

No officer or employee of the City shall have any interest, financial or otherwise, direct or indirect, or have any arrangement that may reasonably be expected to bias the design, conduct, or reporting of a city grant funded project.

It shall be the responsibility of the Grants Project Manager for each grant funded project, to ensure in the use of project funds, officials or employees of the City and nongovernmental recipients or sub-recipients shall avoid any action that might result in, or create the appearance of:

- Using his or her official position for private gain
- Giving preferential treatment to any person or organization
- Losing complete independence or impartiality
- Making an official decision outside official channels
- Adversely affecting public confidence in the City and the grant funded program
- Or any other Conflict of Interest outlined per the specific grant agency

Code of Ethics: Public employees and officials shall act in good faith to perform their duties ensuring fair and equitable processes in grant application, award, and compliance to foster public confidence in the integrity of the grant process. When engaging in grant activity, any person employed by the City of South Lake Tahoe, agencies, and/or subrecipients providing grant activity with the City of South Lake Tahoe, shall be bound by this code of ethics, including but not limited to the following:

1. Avoid the intent and appearance of unethical behavior or fraudulent practices.
2. Diligently follow the grant laws, compliances, and procedures.
3. Refrain from any activity that would create a conflict between personal interests and the interests of the City.
4. Identify and eliminate any conflicts of interest.
5. Avoid soliciting or accepting money, loans, credits, discounts, favors, gifts, or services from present or potential grant partners, vendor, contractors which may influence or appear to influence grant decisions or reimbursements.
6. Ensure that all persons are afforded equal opportunity to compete in a fair and open environment.
7. Encourage any person, including any partner, subrecipient, prospective bidder, vendor, contractor, or business to act in good faith ensuring grant funds are used effectively and responsibly.

Fraud, Waste, and Abuse: The City of South Lake Tahoe is dedicated to safeguarding its revenue, property, information, and other assets from any deceitful attempts by members of the public, recipients of city funds, contractors, vendors, agents, employees, and city officials to gain unauthorized benefits. All employees and city officials are responsible for the detection, reporting and prevention of fraud, misappropriations and other misuse. Accordingly, it is the policy of the City to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the City and, when appropriate, pursue legal remedies available under the law. Additional information, examples, procedures, and disciplinary actions can be found in the City's Financial Policies, Fraud, Waste, and Abuse Policy approved by City Council in August 2025.

Reporting Hotline: Employees can report complaints, suspicions, or violations of any code of conduct policy, directly to their Supervisor, Department Head, Human Resources, or they can report via the city Hotline. The Hotline is available 24 hours per day and can be anonymous, or the employees can identify themselves. **The Hotline number is (800) 576-5262; South Lake Tahoe organization code is 10060.**

Disciplinary Actions for Policy Violations: City employees shall abide by and be accountable for the compliances, and conduct established in this policy. These policies are in accordance with Government Standards in the Code of Federal Regulations §2CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as well as Government Accounting Standards. Policy violations may result in disciplinary actions in accordance with the city's established procedures, consistent with state law and may include, but are not limited to:

1. Disciplinary action, up to and including termination of employment
2. Restitution for all losses, including investigation and legal expenses
3. Forwarding information to the appropriate authorities for criminal prosecution
4. Institution of civil action recover losses

Employees and City Officials are responsible for exercising good judgment in applying, approving, requesting, managing and administering grant funds. Accordingly, the basic standard should prevail to provide prudent stewardship of public funds, the City's resources, and granting agency compliance.

2. GRANT APPLICATION

2.1 GRANT PLANNING AND OPPORTUNITIES

Each respective department within the City may research and identify grant opportunities to facilitate City Council's strategic goals, objectives, and initiatives as well as department work plans, to provide supplemental or alternative funding sources to public projects, capital expenditures, or operating programs and expenses.

Once grant opportunities are identified, employees are responsible for obtaining approval from their Department Head to pursue review of such funding. Gathering information beforehand will help ensure success in meeting a tight deadline. Coordination with the Principal Management Analyst, serving as Grants Manager is encouraged to facilitate the process. Necessary components in pursuit of a competitive grant application are:

1. A list of approved projects/programs meeting the needs of the Department as well as City Council priorities (ex. CIP, Master Plans, EIP, Community Plans etc.).
2. Project/program descriptions, goals and objectives.

3. Project timelines, estimated costs, project budgets.
4. Matching fund contribution and fiscal impacts.

2.2 DETERMING ELIGIBILITY

To determine eligibility for grant funding;

1. Review grant guidelines, specifications, and requirements
2. Coordinate with key personnel for staff and departmental impacts as well as Finance to access fiscal impact
3. Applications should be evaluated for administrative burden, compliance cost, city match requirements, long term costs, and operation and maintenance costs
4. In the event the cost to the City exceeds the amount received from the grant, the Department should seek approval from Finance as well as the City Manager to pursue the grant further
5. Department Head shall assign a Project Manager to manage the grant project, program, and department grant compliances
6. If an outside consultant is hired to assist with grant writing or project management; the Director will assign a staff member responsible for overseeing the consultant contract and ensuring grant compliance

2.3 CITY COUNCIL APPROVAL TO APPLY

City Council approval to **submit an application** is required for **ALL** Grant Applications. A detailed staff report, and a resolution (if required) should be brought forth to City Council for Council approval/adoption. The staff report should include the following information:

1. Project and grant details
2. Budget summary
3. Administration requirements and funding source
4. Match requirements
5. Compliance requirements
6. Grantee responsibilities
7. Maintenance and operations requirements
8. Long-term costs including staffing needs after the expiration of the grant

Background: should summarize and detail the need for the project or program and which priorities will be met. Provide grant agency information.

Issue and Discussion: should summarize the proposed project or program, including all departmental impacts, goals and objectives and benefits or impacts to the City.

Financial Implications: should detail all fiscal impacts, long-term costs, matching contributions, operation and maintenance costs, budget availability or budget constraints.

In the event the application deadline does not allow the necessary lead time for City Council approval; and prior Council approval is not a requirement of the application; the Department

Director should ensure the **approval of the City Manager *prior*** to submitting the application and will bring the item before council to the next appropriate meeting for ratification.

2.4 SUBMITTING GRANT APPLICATION

Following City Council approval, a completed grant proposal may be submitted by the department overseeing the project or program. The Project Manager and/or Grants Manager will follow the grant guidelines, and requirements to review and submit a complete and competitive grant proposal.

Budget Summary: When determining the budget for the grant application all of the project expenses must be included in the application. This includes:

1. Total cost of the project
2. Project management and oversight, staff time, administration
3. Expenses that arise as a result of your project
4. City share of costs where applicable
5. Operation and maintenance, long-term or ongoing costs

3. GRANT ACCEPTANCE

3.1 APPROVAL PROCESS

Upon Grant approval the Department will receive a grant award letter from the funding agency detailing the measures necessary to accept the award. The city should also receive a finalized grant award contract which will become a binding agreement. The grant contract and **all compliance measures** should be reviewed by the Grants Manager, Project Manager, and the Department Director. Grant Manager reviews the grant contract to ensure ability to maintain compliance, and the Director will ensure the department's capability to comply with the contract and will make the appropriate recommendation to City Manager and City Council.

A Department cannot move forward with the approval process until a Grant Award Contract is received. An award letter, or email stating approval, does not constitute a contract.

3.2 CITY COUNCIL APPROVAL TO ACCEPT AWARD

The final step in the approval process is taking the awarded grant contract and funding acceptance, to **City Council for approval and budget appropriation**. Staff report should include:

1. Details of the grant contract, project/program and all compliance required.
2. Acceptance of the grant award, as well as the details necessary to appropriate the grant funding into the City's Budget. **The appropriated budget must match the approved budget in the grant award.**

3. Anticipated revenues, along with balanced associated expenditures with account numbers must be outlined in detail in the staff report and resolution. (Expenditures cannot exceed revenues).
4. All pertinent documentation should be attached, including the grant award contract.

~~4.~~ If there is no grant award contract attached to the Staff Report and Resolution, the grant cannot be accepted, and budget cannot be appropriated.

Provide a copy of the signed Council Resolution, and the executed Grant Contract to the Grant Manager to ensure the funds are appropriated into the budget, and tracking procedures can begin.

3.3 BUDGET APPROPRIATION

Federal, State, and Local Governments are legally required to operate within an approved Municipal Budget. ***Article 1, Section 9, of the U.S. Constitution states, "No money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law".***

1. Government Fund Accounting is required by California Law meaning each stream of revenue and associated expenses must be accounted for and tracked within a specific governmental fund.
2. Appropriated budget **MUST** be available and verified prior to **ANY** purchase, contract, or professional service agreement rendered.
3. If budget is not identified, or funding has not been approved and appropriated into the current fiscal year budget, **STOP**.
4. **Do not proceed with any grant purchase, contract, loan, or grant expenditure until City Council has approved through resolution, the appropriation of grant funds into the current fiscal year budget.**

3.4 EXECUTION OF AWARD

The Grant Contract is fully executed, and the funds can be spent when the following steps are complete:

1. Granting Agency signs the grant contract and specifies the dates of the "term of the agreement"
2. **Grant Contract has been approved through City Council**
3. City's Authorized Signatory signs the grant contract
4. Grant revenues and expenses have been loaded into the appropriate account within the City's Budget

Grant funding cannot be spent prior to approvals and a grant award contract~~notification~~ is received from the Granting Agency. The Granting Agency typically sends the Department the original, signed, and fully executed, Grant Agreement. The Department will forward the original copy to the City Clerk as well as a copy to the Grant Manager. A copy needs to be kept within the department in a centralized file for future reference.

Authorized Signatory Responsibility: All Grant applications require an Authorized Signatory on behalf of the City. The Authorized Signatory is usually the Mayor, City Manager, or the Department Director. The signature legally binds the City to all terms and conditions within the grant agreement regardless of ~~whether;~~whether the city is the main beneficiary of the funding; the city has applied on behalf of another agency for pass through funding; or the city has hired an outside agency to oversee and manage the project.

4. GRANT MANAGEMENT AND COMPLIANCE

4.1 ROLES AND RESPONSIBILITY

The following shall describe ~~responsible parties~~the parties responsible for activities surrounding the submittal, implementation, maintenance, reporting and other related duties for grant funded projects by or on behalf of the City of South Lake Tahoe. The full development of a project or program requires ~~the assistance~~assistance and support from all affected departments.

Financial Services Department

The ***Principal Management Analyst*** in Finance will serve as the ***Grants Manager*** and is the primary person responsible for providing city-wide coordination and monitoring of grants. This individual is responsible for ensuring the City's grants management and compliance program is current and effectively fulfills the compliance requirements of the City's policies and external granting agencies and is available for assistance and guidance for a successful proposal.

The Grants Manager is responsible for:

1. Researching grant opportunities and notifying departments of such opportunities.
2. Acting as a liaison between departments and funding agency personnel.
3. Assisting staff, adhering to grant guidelines, policies, and deadlines.
4. Assisting departments with City Council agenda items regarding applying for grants, accepting awards, and appropriating the grant budgets and/or reviewing agenda items related to grants prior to submission.
5. Receiving a copy of the grant award and maintaining a grant file; tracking grant activity at all stages of the grant cycle. Maintain master files of "open" and "closed" grants in accordance with retention requirements.
6. Developing and conducting grants administration training and assistance to staff pertaining to grant management and compliance.

7. Ensuring ~~the~~ departments track and report programmatic and financial grant activity in a timely manner in accordance with grant agreement, providing the proper account codes as budgeted.
8. Coordinating with Department Head, Project Manager and Finance personnel to gather all information required to meet grant funding requirements, including contracts, professional agreements, and proper invoicing from vendors.
9. Preparing and submitting grant reimbursement requests, financial reports, and final financial reconciliation and closing reports.
10. Monitoring and tracking cash flow and accounts receivable.
11. Preparing Schedule of Expenditures of Federal Award for the Single-Audit requirement.
12. Acts as a liaison between auditors, granting agency, and department personnel.

City Departments

The ***Department Director*** is responsible for programmatic and fiscal responsibilities for the designated department. This individual ensures adequate staff and infrastructure are provided for the appropriate performance of grant award management and provides oversight of staff identified as key personnel on grant awards.

Department Director is responsible for:
1. Ensuring adequate management of programmatic and fiscal aspects of the grant awards.
2. Assigning staff to adequately manage the grant awards.
3. Managing general departmental-level support activities related to grants management.
4. Approving submittals and proposed programmatic and fiscal changes to the grant.
5. Reviewing budget amendment requests if they affect commitments by the department.
6. Ensuring cost sharing dollars are available and the budget is adequate relative to the project scope and its justification is appropriate.

The Department ***Project Manager*** is the primary person responsible for the programmatic activities on a project/grant. Although some tasks may be delegated, the Project Manager is the chief accountable person and bears responsibility for the overall administrative and fiscal conduct of the grant project, for meeting the terms and conditions of the grant award, and for representing the project to the granting agency.

The Project Manager is responsible for:
1. Preparing the grant proposal, with an emphasis on the technical details, scope of work and budgetary components; coordinate with Grants Manager for fiscal impact and assistance.
2. Forwarding all grant agreements and documentation to the Grants Manager for review prior to execution by the proper City officials; prepare City Council agenda items, staff reports, resolution, and requesting budget be established and approved prior to incurring expenditures.
3. Modify and monitor the project budget, scope of work, and ensuring the appropriate charging of expenditures to the project in compliance with grant award.
4. Appropriately managing the programmatic aspects of the project, monitoring expenditures to ensure grant funds are spent in accordance with the approved budget.
5. Approving all grant expenditures and payment request, utilizing appropriate account numbers and ensuring budget. Submit to Department Director for approval.

6. Working with the Grants Manager to ensure the completeness, accuracy, and timeliness of programmatic and financial reports submitted to the granting agency.
7. Prepares project reporting, progress reports, final reports, monitoring reports.
8. Ensures Finance Department receives copies of pertinent information, documentation, reports or correspondence with the granting agency.
9. Ensuring contractors, subcontractors, consultants have complied with the appropriate work in a timely manner and in accordance with technical, financial, and other requirements of the award, as well as reviewing their invoices for accuracy and grant compliance.
10. Adhering to the terms of the grant agreement and policies and notifying the Grants Manager if changes are needed.
11. Follows State, Federal and City procurement, and contract policies in the utilization of grant funding.
12. Complying with Single Audit Act requirements; providing documentation for audit requests; and adhering to audit recommendations.

4.2 GRANT PROCUREMENT

The purchase of goods, materials, supplies, equipment, services, and non-public contracts must follow the City Procurement Policies and Procedures as well as the City's Purchasing Ordinance (SLTCC § 3.45) adopted by City Council. Public Contracts and Public Projects must adhere to Public Contracts and the Uniform Public Construction Cost Accounting Act as adopted by City Council (SLTCC § 3.45 Article II).

Federal Awards, Cooperative Agreements, or State Awards utilizing Federal Funds must also follow the General Procurement Standards in the Code of Federal Regulations (CFR); Title 2: Grants and Agreements section §200.317 through §200.327. These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; or contact Grants Manager for additional information (ext. 7410).

Grant Awards and Cooperative Agreements utilizing funds through Caltrans must follow the Local Assistance Procedures Manual (LAPM, particularly Chapters 5 and 16. These guidelines can be found at https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm or contact Grants Manager for additional information.

Suspension and Debarment: ALL **Federal Awards** used to procure vendors, consultants, contractors, and subrecipients, providing goods or services to the city in excess of **$25,000.00** must maintain evidence of vendor **"Suspension and Debarment"** verification through the "Systems for Awards Management (SAM). Print or save an electronic copy of verification through SAM.Gov or contact Grant Manager to assist in obtaining verification. This requirement must also be included in your Contract, Professional Services Agreement, or PO. (Refer to Purchasing Policy for boiler plate "Suspension and Debarment" language). Per Section 2 CFR §200.332.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: to the extent possible, the city will assure that small, minority, and

women's business enterprises are solicited when there are potential sources. Effective 10/1/24, "veteran-owned businesses" will be encouraged as well. When utilizing federal funds refer to CFR §200.321

4.3 COMPLIANCE STANDARDS

The City "shall at all time exercise responsibility over the implementation of the project" and is held liable for all provisions set forth in the agreement, as quoted from a current grant contract. Therefore, it is imperative that all departments involved, as well as the Authorized Signatory, fully understand the conditions of the grant agreement and follow the compliance measures put into place. This will further ensure the integrity of the City's commitment to the Grantor, help maintain audit compliance, and avoid grant fraud speculation.

Non- compliance; non-compliance findings can result in loss of final retention reimbursement, terminating the grant agreement, repayment of funds, suspension or debarment from receiving future grants, and/or implementation of grant special conditions.

Evidence that an organization has grossly ***misused funds*** or committed ***fraudulent activity***, can result in civil actions against the City and/or City Officials and Personnel to include:

1. Recovery of funds up to triple damages
2. Criminal remedies including arrest
3. Prison sentences
4. Seizure of assets
5. Monetary fines.

Falsification of Documentation- Submitting fraudulent receipts, falsifying an application, or report will result in disciplinary action and may lead to termination of employment and/or criminal action. (See Fraud, Waste and Abuse policy)

The City of South Lake Tahoe reserves the right to deny request of reimbursement for expenses that are considered lavish, extravagant, or are unsupported by required documentation. Unusual expenses incurred due to special circumstances must be approved by the City Manager and the granting agency, if those expenses do not violate Federal or State requirements.

5. GRANT ACCOUNTING

After award acceptance, the Grant Manager will maintain documentation and begin proper tracking and monitoring of the new grant. The Project Manager will monitor and manage the consultant and/or contractor contracts and track the project budget.

1. Grant funds should be appropriated into the city budget per City Council Resolution during grant acceptance process.
2. Grant Revenues will be identified in the City budget separately from other revenue sources, to adequately identify the source of funds per revenue account number. Expenditures will

be budgeted in the same project/program account to identify the application of funds in an appropriate expense account number.

3. Before initiating a contract, purchase order, agreement with a service provider, professional services agreement, or other expense; review the Grant Agreement for **terms and conditions.**
4. Compliance must be maintained with City policy, the Grant Award, and State and/or Federal Policies. Follow the most stringent procedures to ensure all compliances are being met.
5. Before entering into agreements with vendors or contractors, verify that the provider or business has a **valid City Business License.**
6. Staff and/or contractors, consultants or service providers utilizing grant funding must disclose all relevant **conflict of interest** or criminal violations in writing to the appropriate granting agency and follow the guidelines as outlined in the City Council adopted resolution #2016-69.
7. Grant expenditures must be expensed as detailed in the grant application, grant contract and as approved in the City Annual Budget.
8. Consultant/contractor/vendor invoices must be thoroughly reviewed by Project manager for compliance with City and Grant Procurement, Federal compliances and Public Contract Code prior to authorization for payment.
9. If conditions of the Grant Contract are not met; the **Grantor is under no obligation to disburse funds or reimbursement.**
10. ALL **Federal Awards**, Cooperative Agreements, or State Awards utilizing Federal Funds must follow the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter 1, Chapter 2, Part 200). These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

5.1 MONITORING THE BUDGET

Funds must be spent in the manner approved by the Granting Agency and City Council. The **Project Manager** is responsible for:

1. Monitoring the project budget and city staff time budget.
2. Monitoring sub-contractors, sub-recipients, service providers.
3. Monitoring budgets for contractors, consultants, and professional service agreements.
4. Reviewing invoices for payment; specifying appropriate account numbers.
5. Timely submittal of invoices for payment ensuring adequate cash management.

The **Grants Manager** is responsible for:

1. Monitoring expenses after payment to ensure compliance between the grant budget and the City's budget.
2. Preparing and submitting grant payment requests, managing receivables, and cash flow.
3. Preparing and/or reviewing Staff time, administration, and activity delivery.
4. Tracking expenses and revenues in accordance with Grant Contract.
5. Providing direct communication with granting agencies and city departments.

Adjustment between budgeted line items to the approved grant budget; must be approved by the Granting Agency in the manner stated in the Grant Agreement. Concurrently, the Department Director should request a budget adjustment via e-mail to the Finance Department.

Adding additional budget to an approved grant or reducing budget or scope via a Grant Amendment must follow procedures and **request council approval accepting the additional funding** and loading the budget or reducing the budget and accept reducing the scope of the project.

5.2 CASH MANAGMENT

To minimize time lapsing between outlay of city funds and receipt of grant funds, timely review, approval, and submittal of vendor invoices and grant reimbursement requests is imperative.

1. Invoices and receipts must be paid, with a check cut to the vendor prior to requesting reimbursement; therefore, timely submittal of invoices is required.
2. All work performed and items purchased within a fiscal year; must be **paid within the fiscal year the work was performed** (This is an audit requirement).
3. Provide a brief explanation/justification on the delay of pay requests for invoices submitted **for payment 45 days or more beyond the date of the invoice**; this will help provide information to auditor, or Grantor.
4. When submitting invoices (over $250,000) for payment, notify Accounts Payable and Grants Manager to manage bank balance cash flow and expedite grant reimbursement.

5.3 REIMBURSEMENT REQUESTS

Most grant reimbursements are submitted in arrears. The city must first expend the funds; pay the invoice and request reimbursement after payment has been finalized. Grant reimbursements will be requested in the manner set forth in the grant agreement and as frequent as permitted when expenditures dictate.

- Grants Manager will be responsible for preparing the reimbursement request or reviewing the request before submitting to the Granting Agency.
- Invoices must be paid in a timely manner and distributed in the General Ledger prior to reimbursement requests.
- Once the billing is complete, it will be submitted to the Authorized Signatory for review and approval.
- This review enables an examination of expenditures, proper account numbers, staff time accuracy, and project deliverables.
- After the billing is signed, the Grants Manager will submit as required in the Grant Agreement.
- The revenue is entered into accounts receivable and tracked by the Grants Manager to ensure receipt.

5.4 STAFF TIME/ ADMINISTRATION

Follow grant guidelines in determining eligibility of charging staff time to the grant or using staff time as the City's match or cost share. Employee rates provided should be directly from employee payroll at current actual hourly rates and remain in effect until such changes are submitted through a "change of status" to Human Resources, or a change to the employee "MOU" within the city.

- Grant timesheet template ~~s~~ (provided by Finance, Grant Manager) must be used when charging staff time to a grant.
- The Grant timesheet must represent the actual hours worked in a pay period and account for the grant hours within that pay period.
- Department Head and employee must approve the grant timesheets at the end of the pay period and submit the timesheets to the Grant Manager.
- Grant Manager will calculate the staff time directly from the pay period payroll documentation.
- Compensation for personnel services on federal grants must be based on payroll documented through standard City policy and procedures. The consequences of noncompliance with employee time and effort certification may be the disallowance of such charges to the grant.
- Federal grants require accounting for 100% of one's time even if all of one's time is not allocated to the grant project (2 CFR 200.430).
- Wages of employees used in meeting cost sharing or matching requirements of federal awards must be supported in the same manner as those claimed as allowable costs under federal awards.

5.5 INTERNAL CONTROLS

Internal controls are the mechanisms, rules, and procedures implemented by the City and/or required by the Granting Agency to ensure the integrity of financial and accounting information, promote accountability, and prevent fraud.

The seven internal control procedures are separation of duties, access controls, physical audits, standardized documentation, trial balances, periodic reconciliations, and approval authority.

Expenditures

When an invoice is received for a grant funded project, the workflow for payment shall be as follows:

1. Reviewed by Project Manager and back-up documentation verified.
2. Approved by Department Head or Authorized Signatory per Procurement Policy.
3. Submitted to Accounts Payable for entry and procurement documentation verified.
4. Check Register is verified by the Finance Director.
5. Vendor checks are printed by Revenue Accountant, posting payment to General Ledger.
6. Checks are mailed by Revenue Technician.
7. GL detail is reviewed by Grants Manager for grant reimbursement preparation.

8. Grant Manager prepares reimbursement request according to grant budget and agreement. terms, as well as information provided from Project Manager below.

To assure the invoice gets paid from the proper grant and project; the Project Manager shall:

1. Determine available budget within vendor contract as well as city financial system
2. Ensure the expenses are allowable grant expenditures
3. Specify the grant name, agency, and grant number on the pay request or invoice
4. Specify whether the invoice is 100% reimbursable or what portion is reimbursable through which revenue sources assigned to project
5. Specify the amount and revenue source when splitting an invoice between multiple grants or revenue sources
6. Be specific when paying an invoice between multiple account numbers
7. Make a notation of the account number, name and grant number on the receipt of an expense being paid with a direct invoice or Cal Card

Information Technology (IT) Equipment

To maintain proper internal controls, and asset inventory; **Any IT item** requiring installation, support, or security evaluation, should be researched, vetted, **PURCHASED**, and inventoried by the **IT Department**. Under no circumstances should these items be purchased by departments other than IT.

- **Please Note:** all employees utilizing any City information device, and/or employees utilizing grant funding, are required to complete Cybersecurity Trainings issued city-wide by the IT department. Employees who do not complete the trainings may be prohibited from using City Information Systems and Devices. In addition, all grant sub-recipients are required to include cybersecurity internal control measures to safeguard information in accordance with Section 2 CFR §200.303.

Consultant Invoices should include:

- Date of work performed/ period of performance
- Nature and scope of the service rendered during period of performance
- Sufficient detail as to time expended on tasks performed (number of hours worked, hourly rate, travel costs, mileage rate as approved, etc.)
- Subconsultant backup documentation should be included; invoices, hours worked/hourly rate, travel documentation, receipts, etc.
- Fees for services rendered are allowable only when supported by evidence of the nature and amount of other expenses and in accordance with the executed PSA.
- In-direct costs are only allowable up 10% de minimis, or a federally approved rate. Consultant must provide documentation of approved rate if more than 10%. Please note, effective 10/1/2024 the de minimis rate is increased to **15%**, which will be the allowable rate after 10/1/24 per Section 2 CFR§200.414 Signed, reviewed and approved by signature authority

- **PROHIBITED: mark-ups, bonus's, commissions, incentives, gifts and entertainments costs, are all prohibited from being paid on consultant invoices.**

Revenues

When a Reimbursement Request is submitted it is:

1. Prepared by Grants Manager after verifying account numbers, budgets, proper grant documentation, matching documentation and back up
2. Approved and signed by Authorized Signatory per grant Agreement
3. Submitted and entered into Accounts receivable by Grants Manager
4. Funds are received and deposited by Revenue Supervisor
5. Deposit is reviewed and reconciled into the GL System by Revenue Accountant

Equipment and other Capital Expenditures

Equipment (Capital Expenditures) purchased with Federal funds must follow Code of Federal Regulations CFR §200.313 and §200.439. These guidelines can be found at the link below: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

1. Capital expenditures for special purpose equipment are allowable as direct costs, provided items with a unit cost of **$105,000** or more have the prior written approval of the Federal awarding agency or pass-through entity. ~~Effective 10/1/2024, rate is increased to **$10,000**, per~~ Section 2 CFR §200.313.
2. Equipment must be used in the program or project for which it was acquired as long as needed, whether the project or program continues to be supported by the Federal award or not.
3. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

    - Property records must be maintained that include a description of the property, a serial number or other identification number, **the source of funding for the property** (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
    - A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
    - Control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
    - Adequate maintenance procedures must be developed to keep the property in good condition.

- If the City is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. See *CFR §200.313 (e) Disposition*, for guidelines.

6. POST AWARD

6.1 CLOSEOUT

After completion of all required performance period activities, the Administering Department and Finance shall perform grant closeout tasks in accordance with Federal CFR §200.343, or corresponding State regulations, and/or contractual requirements.

1. The Project Manager is responsible for final performance reports and programmatic reporting required by the terms and conditions of the award and shall provide copies to the Grants Manager in Finance
2. The Grants Manager is responsible for final financial reports and final reimbursement as required by the terms and conditions of the award
3. The Project Manager and Grant Manager are responsible for collecting and maintaining all appropriate back up documentation for performance, financial, and final reports
4. The Administering Department and Finance shall ensure that all financial activities are recorded, that revenues balance to expenditures, and that revenues and expenditures balance to budget figures
5. The Administering Department and Finance are responsible for ensuring their **records retention** follows the compliance in the grant award or at a minimum is held 5 years after final close date of award.

6.2 AUDIT

All Granting Agencies reserve the right to call for a program audit or a financial audit at any time between execution of the agreement and the completion or termination of the project.

All non-Federal entities that expend $~~750,000 ($~~1,000,000 ~~effective 10/1/24)~~ or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. The City exceeds the $1,000,000 threshold and is subject to this required Audit annually.

Federal Single Audit Act and annual reporting requirements are contained in 2 CFR Part 200 Subpart F (200.5 Compliance and Audit Requirements.) It is important that all grant activity and any changes to the grant are well documented to facilitate any audit. Audit findings made during the audit are provided to the grantor, which could prompt an audit by the grantor.

The following activities are the fourteen types of compliance requirements considered in every audit conducted under 2 CFR Part 200 Subpart F, and many are described throughout this policy:

1. Activities: Allowed or Unallowable
2. Allowable Costs/Cost Principles
3. Cash Management
4. Compliance with Terms & Conditions (e.g. Davis-Bacon Act)
5. Eligibility
6. Equipment and Real Property Management
7. Matching, Level of Effort, Earmarking
8. Period of Availability of Federal Funds
9. Procurement, Suspension and Debarment
10. Program Income
11. Real Property Acquisition and Relocation Assistance
12. Reporting
13. Subrecipient Monitoring
14. Special Tests and Provisions

The Administering Department and Finance are responsible for ensuring their records are maintained in accordance with applicable City policy, State law, and Federal regulations and maintain compliance with Federal Code 2 CFR Part 200.

- Project Manager is responsible ~~to provide~~for providing all programmatic and procurement documentation requested by a Granting Agency or Auditor

- Grant Manager is responsible ~~to provide~~for providing all fiscal documentation requested by a Granting Agency or Auditor

Complete and proper documentation is instrumental to a smooth and successful audit; which reflects positively on the City, and in turn increases the chance for future successful grant applications.

FINANCIAL MANAGEMENT
GRANT FUNDING AND COMPLIANCE POLICY

The purpose of this document is to establish uniform guidelines for oversight of the City of South Lake Tahoe in the pursuit of grant-related revenue. Adherence to the following policies and procedures promote increased efficiency, transparency, accountability to ethical standards, and a strategic approach to funding opportunities, which enable the City to be competitive in securing grant funding. All City personnel utilizing or seeking Grant funding for City business purposes are responsible for knowing and following this policy.

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1. GENERAL STANDARDS

Grant funding allows the City to supplement local public funds to increase the efficiency and impact of programs, projects, and services provided to the community; therefore, the effect of grant funding and the process that governs it is significant.

Grants are not "free money". A grant is a **financial award** provided by a federal, state, local government, or other organization to fund specific, beneficial, goals, objectives, and/or legislative initiatives through legal, contractual, and binding grant agreements. Because government grants are funded by tax dollars, they include stringent compliance and reporting measures to ensure the money is well-spent. Careful consideration and analysis should be given prior to applying or accepting these funds.

This policy describes the City's grant management and administration procedures and intends to do the following:

- Promote the use of best practices
- Promote sound financial management
- Promote efficiency and effectiveness in grant funded projects and programs
- Ensures the grant related activity is consistent with City's strategic priorities
- Ensures the integrity of the City's good standing among granting agencies
- Ensures accountability for financial and programmatic elements of grant administration and management

Adoption and Implementation: The City Council is responsible for adopting the City's Grant Funding and Compliance Policy and for approving any significant policy revisions. The City Manager, or his/her designee, is responsible for developing administrative procedures to implement this policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts.

Public Records Requirement: All documents related to Grant applications, contracts, expenditures, revenues, and grant compliances are public records and may be subject to disclosure under the California Public Records Act (Government Code §6250-6270).

Conflicts of Interest: An officer or employee of the City acting or appearing to act on behalf of someone other than the City; or in carrying out duties has or appears to have a self-interest from which personal profit or gain is realized or that is actually or potentially adverse to the best interests of the City.

Conflicts of interest and the *appearance* of a conflict of interest can damage the reputation, credibility, and trust of the City. These situations may involve ethical, legal, or other issues and City officials and employees should be diligent in the identification of potential conflicts when working in any capacity with proposed or funded grant activity involving the City.

No officer or employee of the City shall have any interest, financial or otherwise, direct or indirect, or have any arrangement that may reasonably be expected to bias the design, conduct, or reporting of a city grant funded project.

It shall be the responsibility of the Grants Project Manager for each grant funded project, to ensure in the use of project funds, officials or employees of the City and nongovernmental recipients or sub-recipients shall avoid any action that might result in, or create the appearance of:

- Using his or her official position for private gain
- Giving preferential treatment to any person or organization
- Losing complete independence or impartiality
- Making an official decision outside official channels
- Adversely affecting public confidence in the City and the grant funded program
- Or any other Conflict of Interest outlined per the specific grant agency

Code of Ethics: Public employees and officials shall act in good faith to perform their duties ensuring fair and equitable processes in grant application, award, and compliance to foster public confidence in the integrity of the grant process. When engaging in grant activity, any person employed by the City of South Lake Tahoe, agencies, and/or subrecipients providing grant activity with the City of South Lake Tahoe, shall be bound by this code of ethics, including but not limited to the following:

1. Avoid the intent and appearance of unethical behavior or fraudulent practices.
2. Diligently follow the grant laws, compliances, and procedures.
3. Refrain from any activity that would create a conflict between personal interests and the interests of the City.
4. Identify and eliminate any conflicts of interest.
5. Avoid soliciting or accepting money, loans, credits, discounts, favors, gifts, or services from present or potential grant partners, vendor, contractors which may influence or appear to influence grant decisions or reimbursements.
6. Ensure that all persons are afforded equal opportunity to compete in a fair and open environment.
7. Encourage any person, including any partner, subrecipient, prospective bidder, vendor, contractor, or business to act in good faith ensuring grant funds are used effectively and responsibly.

Fraud, Waste, and Abuse: The City of South Lake Tahoe is dedicated to safeguarding its revenue, property, information, and other assets from any deceitful attempts by members of the public, recipients of city funds, contractors, vendors, agents, employees, and city officials to gain unauthorized benefits. All employees and city officials are responsible for the detection, reporting and prevention of fraud, misappropriations and other misuse. Accordingly, it is the policy of the City to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the City and, when appropriate, pursue legal remedies available under the law. Additional information, examples, procedures, and disciplinary actions can be found in the City's Financial Policies, Fraud, Waste, and Abuse Policy approved by City Council in August 2025.

Reporting Hotline: Employees can report complaints, suspicions, or violations of any code of conduct policy, directly to their Supervisor, Department Head, Human Resources, or they can report via the city Hotline. The Hotline is available 24 hours per day and can be anonymous, or the employees can identify themselves. **The Hotline number is (800) 576-5262; South Lake Tahoe organization code is 10060.**

Disciplinary Actions for Policy Violations: City employees shall abide by and be accountable for the compliances, and conduct established in this policy. These policies are in accordance with Government Standards in the Code of Federal Regulations §2CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as well as Government Accounting Standards. Policy violations may result in disciplinary actions in accordance with the city's established procedures, consistent with state law and may include, but are not limited to:

1. Disciplinary action, up to and including termination of employment
2. Restitution for all losses, including investigation and legal expenses
3. Forwarding information to the appropriate authorities for criminal prosecution
4. Institution of civil action recover losses

Employees and City Officials are responsible for exercising good judgment in applying, approving, requesting, managing and administering grant funds. Accordingly, the basic standard should prevail to provide prudent stewardship of public funds, the City's resources, and granting agency compliance.

2. GRANT APPLICATION

2.1 GRANT PLANNING AND OPPORTUNITIES

Each respective department within the City may research and identify grant opportunities to facilitate City Council's strategic goals, objectives, and initiatives as well as department work plans, to provide supplemental or alternative funding sources to public projects, capital expenditures, or operating programs and expenses.

Once grant opportunities are identified, employees are responsible for obtaining approval from their Department Head to pursue review of such funding. Gathering information beforehand will help ensure success in meeting a tight deadline. Coordination with the Principal Management Analyst, serving as Grants Manager is encouraged to facilitate the process. Necessary components in pursuit of a competitive grant application are:

1. A list of approved projects/programs meeting the needs of the Department as well as City Council priorities (ex. CIP, Master Plans, EIP, Community Plans etc.).
2. Project/program descriptions, goals and objectives.
3. Project timelines, estimated costs, project budgets.
4. Matching fund contribution and fiscal impacts.

2.2 DETERMING ELIGIBILITY

To determine eligibility for grant funding;

1. Review grant guidelines, specifications, and requirements
2. Coordinate with key personnel for staff and departmental impacts as well as Finance to access fiscal impact
3. Applications should be evaluated for administrative burden, compliance cost, city match requirements, long term costs, and operation and maintenance costs
4. In the event the cost to the City exceeds the amount received from the grant, the Department should seek approval from Finance as well as the City Manager to pursue the grant further
5. Department Head shall assign a Project Manager to manage the grant project, program, and department grant compliances
6. If an outside consultant is hired to assist with grant writing or project management; the Director will assign a staff member responsible for overseeing the consultant contract and ensuring grant compliance

2.3 CITY COUNCIL APPROVAL TO APPLY

City Council approval to **submit an application** is required for **ALL** Grant Applications. A detailed staff report, and a resolution (if required) should be brought forth to City Council for Council approval/adoption. The staff report should include the following information:

1. Project and grant details
2. Budget summary
3. Administration requirements and funding source
4. Match requirements
5. Compliance requirements
6. Grantee responsibilities
7. Maintenance and operations requirements
8. Long-term costs including staffing needs after the expiration of the grant

Background: should summarize and detail the need for the project or program and which priorities will be met. Provide grant agency information.

Issue and Discussion: should summarize the proposed project or program, including all departmental impacts, goals and objectives and benefits or impacts to the City.

Financial Implications: should detail all fiscal impacts, long-term costs, matching contributions, operation and maintenance costs, budget availability or budget constraints.

In the event the application deadline does not allow the necessary lead time for City Council approval; and prior Council approval is not a requirement of the application; the Department Director should ensure the **approval of the City Manager *prior*** to submitting the application and will bring the item before council to the next appropriate meeting for ratification.

2.4 SUBMITTING GRANT APPLICATION

Following City Council approval, a completed grant proposal may be submitted by the department overseeing the project or program. The Project Manager and/or Grants Manager will follow the grant guidelines, and requirements to review and submit a complete and competitive grant proposal.

Budget Summary: When determining the budget for the grant application all of the project expenses must be included in the application. This includes:

1. Total cost of the project
2. Project management and oversight, staff time, administration
3. Expenses that arise as a result of your project
4. City share of costs where applicable
5. Operation and maintenance, long-term or ongoing costs

3. GRANT ACCEPTANCE

3.1 APPROVAL PROCESS

Upon Grant approval the Department will receive a grant award letter from the funding agency detailing the measures necessary to accept the award. The city should also receive a finalized grant award contract which will become a binding agreement. The grant contract and **all compliance measures** should be reviewed by the Grants Manager, Project Manager, and the Department Director. Grant Manager reviews the grant contract to ensure ability to maintain compliance, and the Director will ensure the department's capability to comply with the contract and will make the appropriate recommendation to City Manager and City Council.

The Department cannot move forward with the Approval Process until a Grant Award Contract is received. An award letter or email notification does not constitute a contract.

3.2 CITY COUNCIL APPROVAL TO ACCEPT AWARD

The final step in the approval process is taking the awarded grant contract and funding acceptance, to **City Council for approval and budget appropriation**. Staff report should include:

1. Details of the grant contract, project/program and all compliance required.
2. Acceptance of the grant award, as well as the details necessary to appropriate the grant funding into the City's Budget. **The appropriated budget must match the approved budget in the grant award.**
3. Anticipated revenues, along with balanced expenditures associated with account numbers, must be outlined in detail in the staff report and resolution. (Expenditures cannot exceed revenues).
4. All pertinent documentation should be attached, including the grant award contract.

5. **If no Grant Award Contract is attached to the Staff Report and Resolution, the grant cannot be accepted, and budget cannot be appropriated.**

Provide a copy of the signed Council Resolution, and the executed Grant Contract to the Grant Manager to ensure the funds are appropriated into the budget, and tracking procedures can begin.

3.3 BUDGET APPROPRIATION

Federal, State, and Local Governments are legally required to operate within an approved Municipal Budget. ***Article 1, Section 9, of the U.S. Constitution states, "No money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law".***

1. Government Fund Accounting is required by California Law meaning each stream of revenue and associated expenses must be accounted for and tracked within a specific governmental fund.
2. Appropriated budget **MUST** be available and verified prior to **ANY** purchase, contract, or professional service agreement rendered.
3. If budget is not identified, or funding has not been approved and appropriated into the current fiscal year budget, **STOP**.
4. **Do not proceed with any grant purchase, contract, loan, or grant expenditure until City Council has approved through resolution, the appropriation of grant funds into the current fiscal year budget.**

3.4 EXECUTION OF AWARD

The Grant Contract is fully executed, and the funds can be spent when the following steps are complete:

1. Granting Agency signs the grant contract and specifies the dates of the "term of the agreement"
2. **Grant Contract has been approved through City Council**
3. City's Authorized Signatory signs the grant contract
4. Grant revenues and expenses have been loaded into the appropriate account within the City's Budget

Grant funding cannot be spent prior to approvals and a grant award contract is received from the Granting Agency. The Granting Agency typically sends the Department the original, signed, and fully executed, Grant Agreement. The Department will forward the original copy to the City Clerk as well as a copy to the Grant Manager. A copy needs to be kept within the department in a centralized file for future reference.

Authorized Signatory Responsibility: All Grant applications require an Authorized Signatory on behalf of the City. The Authorized Signatory is usually the Mayor, City Manager, or the Department Director. The signature legally binds the City to all terms and conditions within the grant agreement regardless of whether the city is the main beneficiary of the funding; the city has

applied on behalf of another agency for pass through funding; or the city has hired an outside agency to oversee and manage the project.

4. GRANT MANAGEMENT AND COMPLIANCE

4.1 ROLES AND RESPONSIBILITY

The following shall describe the parties responsible for activities surrounding the submittal, implementation, maintenance, reporting and other related duties for grant funded projects by or on behalf of the City of South Lake Tahoe. The full development of a project or program requires assistance and support from all affected departments.

Financial Services Department

The ***Principal Management Analyst*** in Finance will serve as the ***Grants Manager*** and is the primary person responsible for providing city-wide coordination and monitoring of grants. This individual is responsible for ensuring the City's grants management and compliance program is current and effectively fulfills the compliance requirements of the City's policies and external granting agencies and is available for assistance and guidance for a successful proposal.

The Grants Manager is responsible for:

1. Researching grant opportunities and notifying departments of such opportunities.
2. Acting as a liaison between departments and funding agency personnel.
3. Assisting staff, adhering to grant guidelines, policies, and deadlines.
4. Assisting departments with City Council agenda items regarding applying for grants, accepting awards, and appropriating the grant budgets and/or reviewing agenda items related to grants prior to submission.
5. Receiving a copy of the grant award and maintaining a grant file; tracking grant activity at all stages of the grant cycle. Maintain master files of "open" and "closed" grants in accordance with retention requirements.
6. Developing and conducting grants administration training and assistance to staff pertaining to grant management and compliance.
7. Ensuring department's track and report programmatic and financial grant activity in a timely manner in accordance with grant agreement, providing the proper account codes as budgeted.
8. Coordinating with Department Head, Project Manager and Finance personnel to gather all information required to meet grant funding requirements, including contracts, professional agreements, and proper invoicing from vendors.
9. Preparing and submitting grant reimbursement requests, financial reports, and final financial reconciliation and closing reports.
10. Monitoring and tracking cash flow and accounts receivable.
11. Preparing Schedule of Expenditures of Federal Award for the Single-Audit requirement.
12. Acts as a liaison between auditors, granting agency, and department personnel.

City Departments

The ***Department Director*** is responsible for programmatic and fiscal responsibilities for the designated department. This individual ensures adequate staff and infrastructure are provided for the appropriate performance of grant award management and provides oversight of staff identified as key personnel on grant awards.

Department Director is responsible for:

1. Ensuring adequate management of programmatic and fiscal aspects of the grant awards.
2. Assigning staff to adequately manage the grant awards.
3. Managing general departmental-level support activities related to grants management.
4. Approving submittals and proposed programmatic and fiscal changes to the grant.
5. Reviewing budget amendment requests if they affect commitments by the department.
6. Ensuring cost sharing dollars are available and the budget is adequate relative to the project scope and its justification is appropriate.

The Department ***Project Manager*** is the primary person responsible for the programmatic activities on a project/grant. Although some tasks may be delegated, the Project Manager is the chief accountable person and bears responsibility for the overall administrative and fiscal conduct of the grant project, for meeting the terms and conditions of the grant award, and for representing the project to the granting agency.

The Project Manager is responsible for:

1. Preparing the grant proposal, with an emphasis on the technical details, scope of work and budgetary components; coordinate with Grants Manager for fiscal impact and assistance.
2. Forwarding all grant agreements and documentation to the Grants Manager for review prior to execution by the proper City officials; prepare City Council agenda items, staff reports, resolution, and requesting budget be established and approved prior to incurring expenditures.
3. Modify and monitor the project budget, scope of work, and ensuring the appropriate charging of expenditures to the project in compliance with grant award.
4. Appropriately managing the programmatic aspects of the project, monitoring expenditures to ensure grant funds are spent in accordance with the approved budget.
5. Approving all grant expenditures and payment request, utilizing appropriate account numbers and ensuring budget. Submit to Department Director for approval.
6. Working with the Grants Manager to ensure the completeness, accuracy, and timeliness of programmatic and financial reports submitted to the granting agency.
7. Prepares project reporting, progress reports, final reports, monitoring reports.
8. Ensures Finance Department receives copies of pertinent information, documentation, reports or correspondence with the granting agency.
9. Ensuring contractors, subcontractors, consultants have complied with the appropriate work in a timely manner and in accordance with technical, financial, and other requirements of the award, as well as reviewing their invoices for accuracy and grant compliance.
10. Adhering to the terms of the grant agreement and policies and notifying the Grants Manager if changes are needed.
11. Follows State, Federal and City procurement, and contract policies in the utilization of grant funding.

12. Complying with Single Audit Act requirements; providing documentation for audit requests; and adhering to audit recommendations.

4.2 GRANT PROCUREMENT

The purchase of goods, materials, supplies, equipment, services, and non-public contracts must follow the City Procurement Policies and Procedures as well as the City's Purchasing Ordinance (SLTCC § 3.45) adopted by City Council. Public Contracts and Public Projects must adhere to Public Contracts and the Uniform Public Construction Cost Accounting Act as adopted by City Council (SLTCC § 3.45 Article II).

Federal Awards, Cooperative Agreements, or State Awards utilizing Federal Funds must also follow the General Procurement Standards in the Code of Federal Regulations (CFR); Title 2: Grants and Agreements section §200.317 through §200.327. These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; or contact Grants Manager for additional information (ext. 7410).

Grant Awards and Cooperative Agreements utilizing funds through Caltrans must follow the Local Assistance Procedures Manual (LAPM, particularly Chapters 5 and 16. These guidelines can be found at https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm or contact Grants Manager for additional information.

Suspension and Debarment: ALL **Federal Awards** used to procure vendors, consultants, contractors, and subrecipients, providing goods or services to the city in excess of **$25,000.00** must maintain evidence of vendor **"Suspension and Debarment"** verification through the "Systems for Awards Management (SAM). Print or save an electronic copy of verification through SAM.Gov or contact Grant Manager to assist in obtaining verification. This requirement must also be included in your Contract, Professional Services Agreement, or PO. (Refer to Purchasing Policy for boiler plate "Suspension and Debarment" language). Per Section 2 CFR §200.332.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: to the extent possible, the city will assure that small, minority, and women's business enterprises are solicited when there are potential sources. Effective 10/1/24, "veteran-owned businesses" will be encouraged as well. When utilizing federal funds refer to CFR §200.321

4.3 COMPLIANCE STANDARDS

The City "shall at all time exercise responsibility over the implementation of the project" and is held liable for all provisions set forth in the agreement, as quoted from a current grant contract. Therefore, it is imperative that all departments involved, as well as the Authorized Signatory, fully understand the conditions of the grant agreement and follow the compliance measures put into place. This will further ensure the integrity of the City's commitment to the Grantor, help maintain audit compliance, and avoid grant fraud speculation.

Non- compliance; non-compliance findings can result in loss of final retention reimbursement, terminating the grant agreement, repayment of funds, suspension or debarment from receiving future grants, and/or implementation of grant special conditions.

Evidence that an organization has grossly ***misused funds*** or committed ***fraudulent activity***, can result in civil actions against the City and/or City Officials and Personnel to include:

1. Recovery of funds up to triple damages
2. Criminal remedies including arrest
3. Prison sentences
4. Seizure of assets
5. Monetary fines.

Falsification of Documentation- Submitting fraudulent receipts, falsifying an application, or report will result in disciplinary action and may lead to termination of employment and/or criminal action. (Reference Fraud, Waste, and Abuse policy)

The City of South Lake Tahoe reserves the right to deny request of reimbursement for expenses that are considered lavish, extravagant, or are unsupported by required documentation. Unusual expenses incurred due to special circumstances must be approved by the City Manager and the granting agency, if those expenses do not violate Federal or State requirements.

5. GRANT ACCOUNTING

After award acceptance, the Grant Manager will maintain documentation and begin proper tracking and monitoring of the new grant. The Project Manager will monitor and manage the consultant and/or contractor contracts and track the project budget.

1. Grant funds should be appropriated into the city budget per City Council Resolution during grant acceptance process.
2. Grant Revenues will be identified in the City budget separately from other revenue sources, to adequately identify the source of funds per revenue account number. Expenditures will be budgeted in the same project/program account to identify the application of funds in an appropriate expense account number.
3. Before initiating a contract, purchase order, agreement with a service provider, professional services agreement, or other expense; review the Grant Agreement for **terms and conditions.**
4. Compliance must be maintained with City policy, the Grant Award, and State and/or Federal Policies. Follow the most stringent procedures to ensure all compliances are being met.
5. Before entering into agreements with vendors or contractors, verify that the provider or business has a **valid City Business License.**
6. Staff and/or contractors, consultants or service providers utilizing grant funding must disclose all relevant **conflict of interest** or criminal violations in writing to the appropriate granting agency and follow the guidelines as outlined in the City Council adopted resolution #2016-69.

7. Grant expenditures must be expensed as detailed in the grant application, grant contract and as approved in the City Annual Budget.
8. Consultant/contractor/vendor invoices must be thoroughly reviewed by Project manager for compliance with City and Grant Procurement, Federal compliances and Public Contract Code prior to authorization for payment.
9. If conditions of the Grant Contract are not met; the **Grantor is under no obligation to disburse funds or reimbursement.**
10. ALL **Federal Awards**, Cooperative Agreements, or State Awards utilizing Federal Funds must follow the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter 1, Chapter 2, Part 200). These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

5.1 MONITORING THE BUDGET

Funds must be spent in the manner approved by the Granting Agency and City Council. The **Project Manager** is responsible for:

1. Monitoring the project budget and city staff time budget.
2. Monitoring sub-contractors, sub-recipients, service providers.
3. Monitoring budgets for contractors, consultants, and professional service agreements.
4. Reviewing invoices for payment; specifying appropriate account numbers.
5. Timely submittal of invoices for payment ensuring adequate cash management.

The **Grants Manager** is responsible for:

1. Monitoring expenses after payment to ensure compliance between the grant budget and the City's budget.
2. Preparing and submitting grant payment requests, managing receivables, and cash flow.
3. Preparing and/or reviewing Staff time, administration, and activity delivery.
4. Tracking expenses and revenues in accordance with Grant Contract.
5. Providing direct communication with granting agencies and city departments.

Adjustment between budgeted line items to the approved grant budget; must be approved by the Granting Agency in the manner stated in the Grant Agreement. Concurrently, the Department Director should request a budget adjustment via e-mail to the Finance Department.

Adding additional budget to an approved grant or reducing budget or scope via a Grant Amendment must follow procedures and **request council approval accepting the additional funding** and loading the budget or reducing the budget and accept reducing the scope of the project.

5.2 CASH MANAGMENT

To minimize time lapsing between outlay of city funds and receipt of grant funds, timely review, approval, and submittal of vendor invoices and grant reimbursement requests is imperative.

1. Invoices and receipts must be paid, with a check cut to the vendor prior to requesting reimbursement; therefore, timely submittal of invoices is required.
2. All work performed and items purchased within a fiscal year; must be **paid within the fiscal year the work was performed** (This is an audit requirement).
3. Provide a brief explanation/justification on the delay of pay requests for invoices submitted **for payment 45 days or more beyond the date of the invoice**; this will help provide information to auditor, or Grantor.
4. When submitting invoices (over $250,000) for payment, notify Accounts Payable and Grants Manager to manage bank balance cash flow and expedite grant reimbursement.

5.3 REIMBURSEMENT REQUESTS

Most grant reimbursements are submitted in arrears. The city must first expend the funds; pay the invoice and request reimbursement after payment has been finalized. Grant reimbursements will be requested in the manner set forth in the grant agreement and as frequent as permitted when expenditures dictate.

- Grants Manager will be responsible for preparing the reimbursement request or reviewing the request before submitting to the Granting Agency.
- Invoices must be paid in a timely manner and distributed in the General Ledger prior to reimbursement requests.
- Once the billing is complete, it will be submitted to the Authorized Signatory for review and approval.
- This review enables an examination of expenditures, proper account numbers, staff time accuracy, and project deliverables.
- After the billing is signed, the Grants Manager will submit as required in the Grant Agreement.
- The revenue is entered into accounts receivable and tracked by the Grants Manager to ensure receipt.

5.4 STAFF TIME/ ADMINISTRATION

Follow grant guidelines in determining eligibility of charging staff time to the grant or using staff time as the City's match or cost share. Employee rates provided should be directly from employee payroll at current actual hourly rates and remain in effect until such changes are submitted through a "change of status" to Human Resources, or a change to the employee "MOU" within the city.

- Grant timesheet template (provided by Finance, Grant Manager) must be used when charging staff time to a grant.
- The Grant timesheet must represent the actual hours worked in a pay period and account for the grant hours within that pay period.
- Department Head and employee must approve the grant timesheets at the end of the pay period and submit the timesheets to the Grant Manager.
- Grant Manager will calculate the staff time directly from the pay period payroll documentation.

- Compensation for personnel services on federal grants must be based on payroll documented through standard City policy and procedures. The consequences of noncompliance with employee time and effort certification may be the disallowance of such charges to the grant.
- Federal grants require accounting for 100% of one's time even if all of one's time is not allocated to the grant project (2 CFR 200.430).
- Wages of employees used in meeting cost sharing or matching requirements of federal awards must be supported in the same manner as those claimed as allowable costs under federal awards.

5.5 INTERNAL CONTROLS

Internal controls are the mechanisms, rules, and procedures implemented by the City and/or required by the Granting Agency to ensure the integrity of financial and accounting information, promote accountability, and prevent fraud.

The seven internal control procedures are separation of duties, access controls, physical audits, standardized documentation, trial balances, periodic reconciliations, and approval authority.

Expenditures

When an invoice is received for a grant funded project, the workflow for payment shall be as follows:

1. Reviewed by Project Manager and back-up documentation verified.
2. Approved by Department Head or Authorized Signatory per Procurement Policy.
3. Submitted to Accounts Payable for entry and procurement documentation verified.
4. Check Register is verified by the Finance Director.
5. Vendor checks are printed by Revenue Accountant, posting payment to General Ledger.
6. Checks are mailed by Revenue Technician.
7. GL detail is reviewed by Grants Manager for grant reimbursement preparation.
8. Grant Manager prepares reimbursement request according to grant budget and agreement. terms, as well as information provided from Project Manager below.

To assure the invoice gets paid from the proper grant and project; the Project Manager shall:

1. Determine available budget within vendor contract as well as city financial system
2. Ensure the expenses are allowable grant expenditures
3. Specify the grant name, agency, and grant number on the pay request or invoice
4. Specify whether the invoice is 100% reimbursable or what portion is reimbursable through which revenue sources assigned to project
5. Specify the amount and revenue source when splitting an invoice between multiple grants or revenue sources
6. Be specific when paying an invoice between multiple account numbers

7. Make a notation of the account number, name and grant number on the receipt of an expense being paid with a direct invoice or Cal Card

Information Technology (IT) Equipment

To maintain proper internal controls, and asset inventory; **Any IT item** requiring installation, support, or security evaluation, should be researched, vetted, **PURCHASED**, and inventoried by the **IT Department**. Under no circumstances should these items be purchased by departments other than IT.

- **Please Note:** all employees utilizing any City information device, and/or employees utilizing grant funding, are required to complete Cybersecurity Trainings issued city-wide by the IT department. Employees who do not complete the trainings may be prohibited from using City Information Systems and Devices. In addition, all grant sub-recipients are required to include cybersecurity internal control measures to safeguard information in accordance with Section 2 CFR §200.303.

Consultant Invoices should include:

- Date of work performed/ period of performance
- Nature and scope of the service rendered during period of performance
- Sufficient detail as to time expended on tasks performed (number of hours worked, hourly rate, travel costs, mileage rate as approved, etc.)
- Subconsultant backup documentation should be included; invoices, hours worked/hourly rate, travel documentation, receipts, etc.
- Fees for services rendered are allowable only when supported by evidence of the nature and amount of other expenses and in accordance with the executed PSA.
- In-direct costs are only allowable up 10% de minimis, or a federally approved rate. Consultant must provide documentation of approved rate if more than 10%. Please note, effective 10/1/2024 the de minimis rate is increased to **15%**, which will be the allowable rate after 10/1/24 per Section 2 CFR§200.414 Signed, reviewed and approved by signature authority
- **PROHIBITED: mark-ups, bonus's, commissions, incentives, gifts and entertainments costs, are all prohibited from being paid on consultant invoices.**

Revenues

When a Reimbursement Request is submitted it is:

1. Prepared by Grants Manager after verifying account numbers, budgets, proper grant documentation, matching documentation and back up
2. Approved and signed by Authorized Signatory per grant Agreement
3. Submitted and entered into Accounts receivable by Grants Manager
4. Funds are received and deposited by Revenue Supervisor
5. Deposit is reviewed and reconciled into the GL System by Revenue Accountant

Equipment and other Capital Expenditures

Equipment (Capital Expenditures) purchased with Federal funds must follow Code of Federal Regulations CFR §200.313 and §200.439. These guidelines can be found at the link below: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

1. Capital expenditures for special purpose equipment are allowable as direct costs, provided items with a unit cost of **$10,000** or more have the prior written approval of the Federal awarding agency or pass-through entity per Section 2 CFR §200.313.
2. Equipment must be used in the program or project for which it was acquired as long as needed, whether the project or program continues to be supported by the Federal award or not.
3. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

    - Property records must be maintained that include a description of the property, a serial number or other identification number, **the source of funding for the property** (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
    - A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
    - Control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
    - Adequate maintenance procedures must be developed to keep the property in good condition.
    - If the City is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. See *CFR §200.313 (e) Disposition*, for guidelines.

6. POST AWARD

6.1 CLOSEOUT

After completion of all required performance period activities, the Administering Department and Finance shall perform grant closeout tasks in accordance with Federal CFR §200.343, or corresponding State regulations, and/or contractual requirements.

1. The Project Manager is responsible for final performance reports and programmatic reporting required by the terms and conditions of the award and shall provide copies to the Grants Manager in Finance
2. The Grants Manager is responsible for final financial reports and final reimbursement as required by the terms and conditions of the award

3. The Project Manager and Grant Manager are responsible for collecting and maintaining all appropriate back up documentation for performance, financial, and final reports
4. The Administering Department and Finance shall ensure that all financial activities are recorded, that revenues balance to expenditures, and that revenues and expenditures balance to budget figures
5. The Administering Department and Finance are responsible for ensuring their **records retention** follows the compliance in the grant award or at a minimum is held 5 years after final close date of award.

6.2 AUDIT

All Granting Agencies reserve the right to call for a program audit or a financial audit at any time between execution of the agreement and the completion or termination of the project.

All non-Federal entities that expend $1,000,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. The City exceeds the $1,000,000 threshold and is subject to this required Audit annually.

Federal Single Audit Act and annual reporting requirements are contained in 2 CFR Part 200 Subpart F (200.5 Compliance and Audit Requirements.) It is important that all grant activity and any changes to the grant are well documented to facilitate any audit. Audit findings made during the audit are provided to the grantor, which could prompt an audit by the grantor.

The following activities are the fourteen types of compliance requirements considered in every audit conducted under 2 CFR Part 200 Subpart F, and many are described throughout this policy:

1. Activities: Allowed or Unallowable
2. Allowable Costs/Cost Principles
3. Cash Management
4. Compliance with Terms & Conditions (e.g. Davis-Bacon Act)
5. Eligibility
6. Equipment and Real Property Management
7. Matching, Level of Effort, Earmarking
8. Period of Availability of Federal Funds
9. Procurement, Suspension and Debarment
10. Program Income
11. Real Property Acquisition and Relocation Assistance
12. Reporting
13. Subrecipient Monitoring
14. Special Tests and Provisions

The Administering Department and Finance are responsible for ensuring their records are maintained in accordance with applicable City policy, State law, and Federal regulations and maintain compliance with Federal Code 2 CFR Part 200.

- Project Manager is responsible for providing all programmatic and procurement documentation requested by a Granting Agency or Auditor

- Grant Manager is responsible for providing all fiscal documentation requested by a Granting Agency or Auditor

Complete and proper documentation is instrumental to a smooth and successful audit; which reflects positively on the City, and in turn increases the chance for future successful grant applications.

Financial Policies:
Preserving Capital Investments - Fixed Assets
Capitalization and Inventory Control Policy

The City invests in capital assets such as property, plant, equipment, facilities and infrastructure. Preservation of such investments through regular maintenance and a long-term renovation plan is necessary to preserve the value of such capital investments. The City must also plan for the replacement of capital investments (particularly vehicles and equipment). The following policy requirements are intended to ensure the proper accounting and preservation of capital investments; and to provide a sound economic base for their replacement.

1. The budget should provide sufficient funding for adequate maintenance, renovation and the orderly replacement of capital assets such as equipment, fleet, facilities, streets and parks.

2. All capital assets should be maintained at a level that protects capital investment and minimizes future maintenance and replacement costs.

3. A five-year schedule of equipment replacement and maintenance needs, as well as facilities, streets and parks renovation and maintenance needs should be prepared on an annual basis. Expenditures consistent with such plans shall be included in annual budget appropriations.

A. Capital Assets Definition, Classes, and Capitalization Thresholds

The City defines capital assets as any assets used in operations with an estimated useful life in excess of three years that have a value equal to or greater than the capitalization threshold for their respective asset class.

The Asset Classes and Capitalization Thresholds have been established as follows:

Asset Class	Threshold
Land	$50,000
Buildings/Building Improvements	$50,000/$10,000
Improvements Other Than Buildings	$10,000
Vehicles, Machinery, Specialty and Office Equipment	$10,000
Intangibles	$100,000
Infrastructure	$200,000
Construction in progress	$50,000

The threshold will generally not be applied to components of fixed assets.

1. Cost of Capital Assets

Capital Assets are recorded at historical cost or estimated historical cost if purchased or constructed. The cost should include ancillary charges necessary to place the asset into its intended location and condition for use. Items to include in the cost of capital asset are as follows:

- Original contract or invoice price
- Freight and transportation charges
- Handling and storage charges
- In-transit insurance charges
- Sales, use, and other taxes imposed on the acquisition
- Installation charges
- Charges for testing and preparation for use
- Site preparation costs
- Professional fees

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Donated capital assets are valued at their fair value on the date of donation.

2. Depreciating Capital Assets

Property, plant and equipment, depreciable infrastructure and intangible assets of the City shall be depreciated using the straight-line method and applying the half-year convention method over the following useful lives.

Asset Class	Years
Buildings/Building Improvements	10-40
Improvements Other Than Buildings	3-10
Vehicles, Machinery, Specialty and Office Equipment	3-20
Intangibles (subject to depreciation/amortization)	As limited by contractual or legal provisions.
Infrastructure	10-40

It is the City's policy that capital assets have no residual value at the end of their lives. Land, Construction-in-Progress and certain intangible assets are not depreciated. If the asset is disposed of before the end of its useful life, a half-year of depreciation is allowable for the year of disposition.

3. Capital Assets Classes

Land

The surface of the earth, which can be used to support structures and roadways. Land is characterized as having an unlimited life (inexhaustible). Includes the cost of land itself and the cost of preparing land for its intended uses. Examples of items that might be capitalized as part of the cost of land include basic site improvements (e.g., excavation, fill, and grading), as well as the cost of removing, relocating, or reconstructing the property of others (e.g., power lines).

Buildings and Building Improvements

A structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be transportable or moveable.

Improvements to existing buildings that materially extend the useful life of a building, increase the value of a building, or both should be capitalized. The improvement must meet one of the following criteria:

- The improvement adds square footage to the existing building.
- The improvement is a major renovation that prepares an existing building for a new use.
- The improvement expenditure increases the life or value of the building by 25 percent of the original life or cost.

The cost of an improvement (or betterment) normally is added to the cost of the related structure, rather than treated as a separate asset.

Examples of expenditures to be capitalized as building improvements are as follows:

- Replacement of an old shingle roof with a new fireproof tile roof
- Upgrade of heating and cooling systems
- Structures attached to the building such as covered patios, sunrooms, garages, carports, enclosed stairwells, etc.
- Structural changes such as reinforcement of floors or walls, installation or replacement of beams, joists, steel grids, or other interior framing.

The following are examples of expenditures not to capitalize as improvements to buildings. Instead, these items should be recorded as maintenance expense:

- Adding, removing and/or moving of walls relating to renovation projects that are not considered major rehabilitation projects and do not increase the value or life of the building

- Plumbing or electrical repairs
- Cleaning, pest extermination, or other periodic maintenance
- Interior decoration, such as draperies, blinds, curtain rods, wallpaper
- Maintenance-type interior renovation, such as repainting, touch-up, plastering, replacement of carpet, tile, or panel sections; sink and fixture refinishing, etc.
- Maintenance-type exterior renovation such as repainting, replacement of deteriorated siding, roof, or masonry sections
- Replacement of a part or component of a building with a new part of the same type and performance capabilities, such as replacement of an old boiler with a new one of the same type and performance capabilities

Improvements Other Than Buildings

This major asset class is used for permanent (i.e., non-moveable) improvements, other than buildings, that add value to land, but do not have an indefinite useful life. Examples include fences, retaining walls, parking lots, and most landscaping. Moveable items (e.g., picnic table in a park) should be classified as furnishings and equipment.

Vehicles, Machinery, Specialty and Office Equipment

Fixed or movable tangible assets to be used for operations, the benefits of which extend beyond one year from date of acquisition and rendered into service.

Examples of expenditures to be capitalized in this class include but are not limited to:

Vehicles
Computers and servers
Machinery
Furniture and fixtures

Intangible Assets

Intangible assets are characterized as lacking physical form (e.g., computer software, water rights, easements, and patents). Certain intangibles provide benefits indefinitely. In that case, no amortization expense would be recognized. Intangibles with the length of their life limited by contractual or legal provisions should be amortized over the period stated in the provisions.

Easements are interest in land owned by another that entitles its holder to a specific limited use. The estimated value of easements is immaterial and therefore will not be capitalized.

A right-of-way is a type of easement in which title remains with the property owner and therefore is not capitalized.

Infrastructure

Long-lived capital assets that normally are stationary in nature and are of value only to the City. Include, but are not limited to: roads and streets, curbs, gutters, bridges, streetlights, sidewalks, streetscape, bike paths, storm-water drainage improvements, roadway resurfacing, basin and stream environment zone construction, ramps, airfields and runways in Airport Enterprise fund. For the purpose of reporting this major class is separated into subclasses, such as Streets, Bike Paths, Streetscape, Basin and SEZ Construction, and Runways.

Construction in Progress

This major class is used for costs incurred to construct or develop a tangible or intangible capital asset before it is substantially ready to be placed into service. The costs should remain in this category until all retention money has been paid (at which time the asset would be reclassified into the appropriate major class).

B. Capital Assets Accountability and Control

When capital assets are acquired or deeded to the City, copies of related documents shall be routed to the Finance Department in a timely manner to ensure these assets are recorded in the City's financial records.

Department heads are ultimately responsible for safeguarding its fixed assets from theft or loss. However, the Finance Department does recognize and acknowledge its responsibility to establish and maintain systems and procedures that enable department heads and program managers to properly safeguard their assets.

In ***general***, inventory control is applied only to movable fixed assets (generally these falling into the "Vehicles, Machinery and Equipment" category), and not to land, buildings, or other immovable fixed assets. Fixed assets subject to inventory control will be accounted for and controlled through the same systems and procedures used to account and control fixed assets subject to capitalization.

Fixed assets will be subject to inventory control if they meet at least one (1) of the following criteria:

a. The original cost of the fixed asset is equal to or greater than $10,000 if classified as equipment, $50,000 if classified as buildings or land, or $200,000 if classified as infrastructure.
b. Any asset less than the capitalization threshold, as recommended by the Finance Director. This may include certain machinery and equipment that, due to portability, value outside of the office, or character, are susceptible to theft and/or loss. It may include computer equipment and electronic devices such as laptops and iPhones, guns, weapons, and other movable items. Also included may be any asset requested by a department to be controlled in order to satisfy an internal (operational) or external requirement. For example, the Finance Department (may wish to) tracks all

computer hardware in order to establish replacement and upgrade requirements for both hardware and system software.

c. Any asset required to be controlled and separately reported pursuant to grant conditions or any other externally imposed reporting requirement.

Procedure: The goal is to tag all fixed assets that fall within the above categories without affecting the functionality or value of the product. Tags should be placed on the back of the equipment, somewhere where they can be found, but not necessarily stand out. The fixed asset addition form (**Exhibit I**) should be filled out as much as possible. A complete description of the asset should be obtained showing manufacturer, model, serial #, color and any other identifying criteria. The date purchased and cost should be entered when known. If not known, please estimate and mark (est.) after the data. It is understood that logistically some items cannot be tagged. These items still need to be inventoried and the information maintained in a department file.

C. Capital Assets Purchased with Federal Funds

Equipment (Capital Assets) purchased with Federal funds must follow Code of Federal Regulations CFR §200.313 and §200.439.
These guidelines can be found at the following link: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

1. Capital expenditures for special purpose equipment are allowable as direct costs, provided items with a unit cost of $5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity. Effective 10/1/2024, rate is increased to $10,000 per Section 2 § CFR 200.313 and § 200.439.
2. Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award.
3. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:
   - Property records must be maintained that include a description of the property, a serial number or other identification number, **the source of funding for the property** (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
   - A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

- Control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- Adequate maintenance procedures must be developed to keep the property in good condition.
- If the City is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. See *CFR §200.313 (e) Disposition*, for guidelines.

Surplus property shall be identified by the department, officially declared to the City Council, and after approval, eliminated from the fixed asset accountability list and sold at auction or to any organization or non-employee willing to pay fair market price.~~,~~

Alternatively, ~~the city council may elect to donate or destroy the same in accordance with whatever provision and/or terms and conditions the city council may, in its discretion, elect.~~ when City-owned fixed assets are identified as surplus and have minimal or no remaining value for municipal use, they may be destroyed or considered for donation to qualified public agencies or tax-exempt charitable organizations. The City may designate personal property as surplus and authorize its donation, provided this does not conflict with any terms associated with the property's acquisition. The donation process must include proper documentation for auditing purposes, and recipients must meet eligibility criteria, such as being a public agency or a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. All donated items will be transferred "as-is," without warranties, and the change in ownership will be recorded by the City's Finance Department.

In the event any single item of property is less than $10,000, the F~~f~~inance D~~d~~irector shall have the authority to sell, ~~or~~ dispose at a refuse company, or donate ~~of~~ such surplus supplies or equipment ~~by donation to local schools or nonprofit organizations, or~~ if surplus has no value to municipal operations~~, by disposal at a refuse company~~.~~,~~ Proceeds from sale of surplus property will be allocated to the City's General fund or Vehicle Replacement fund unless the property was originally purchased under contractual obligations with monies from a specific fund, in which case, the proceeds will be returned to that fund.

Disposal of any real property shall be conducted in accordance with all applicable requirements of the Government Code, including but not limited to Government Code sections 50569, 65402, and 54220, et seq. Before disposing of any surplus property, the applicable department head shall ascertain the source of funds used to purchase the property and ensure that disposal will not violate any grant conditions or other applicable restrictions.

Account Coding: The account coding to be used for the purchase of capital outlay will be as follows:

For items costing $10,000 or more (these are considered Fixed Assets) use:

Object code # 46010 – Land
Object code # 46020 – Buildings and Building Improvements
Object code # 46030 – Improvements Other Than Buildings
Object code # 46110 – Machinery & Equipment ($10,000)
Object code # 46122 – Software
Object code # 46130 – Vehicles
Object code # 46140 – Furniture and Fixtures

For items costing less than $10,000 per unit (these are NOT considered Fixed Assets) use:

Object code # 46120 – Tools, Parts and Leases less than $10,000.

Attachments:

Exhibit I – Sample of Fixed Asset Addition Form

EXHIBIT I - SAMPLE OF FIXED ASSET ADDITION FORM

FIXED ASSET ADDITION FORM

TAG# _____ ITEM DESCRIPTION _____

MANUFACTURER/MODEL _____ SERIAL # _____

P.O. # _____ ITEM COST _____ VENDOR _____

DEPARTMENT _____ LOCATION _____

DATE RECEIVED _____ CLASS CODE _____

PROPERTY CONTACT _____

FINANCE CONTACT _____

DATE TAGGED _____

DATE RECEIVED BY FINANCE DEPARTMENT _____

Additional Comments:

--- FILL IN ALL MISSING BLANKS, MAKE COPY FOR YOUR RECORDS AND RETURN TO FINANCE/ACCOUNTING---

ATTACH THIS STICKER TO NEW ASSET ITEM:

Financial Policies:
Preserving Capital Investments - Fixed Assets
Capitalization and Inventory Control Policy

The City invests in capital assets such as property, plant, equipment, facilities and infrastructure. Preservation of such investments through regular maintenance and a long-term renovation plan is necessary to preserve the value of such capital investments. The City must also plan for the replacement of capital investments (particularly vehicles and equipment). The following policy requirements are intended to ensure the proper accounting and preservation of capital investments; and to provide a sound economic base for their replacement.

1. The budget should provide sufficient funding for adequate maintenance, renovation and the orderly replacement of capital assets such as equipment, fleet, facilities, streets and parks.

2. All capital assets should be maintained at a level that protects capital investment and minimizes future maintenance and replacement costs.

3. A five-year schedule of equipment replacement and maintenance needs, as well as facilities, streets and parks renovation and maintenance needs should be prepared on an annual basis. Expenditures consistent with such plans shall be included in annual budget appropriations.

A. Capital Assets Definition, Classes, and Capitalization Thresholds

The City defines capital assets as any assets used in operations with an estimated useful life in excess of three years that have a value equal to or greater than the capitalization threshold for their respective asset class.

The Asset Classes and Capitalization Thresholds have been established as follows:

Asset Class	Threshold
Land	$50,000
Buildings/Building Improvements	$50,000/$10,000
Improvements Other Than Buildings	$10,000
Vehicles, Machinery, Specialty and Office Equipment	$10,000
Intangibles	$100,000
Infrastructure	$200,000
Construction in progress	$50,000

The threshold will generally not be applied to components of fixed assets.

1. Cost of Capital Assets

Capital Assets are recorded at historical cost or estimated historical cost if purchased or constructed. The cost should include ancillary charges necessary to place the asset into its intended location and condition for use. Items to include in the cost of capital asset are as follows:

- Original contract or invoice price
- Freight and transportation charges
- Handling and storage charges
- In-transit insurance charges
- Sales, use, and other taxes imposed on the acquisition
- Installation charges
- Charges for testing and preparation for use
- Site preparation costs
- Professional fees

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Donated capital assets are valued at their fair value on the date of donation.

2. Depreciating Capital Assets

Property, plant and equipment, depreciable infrastructure and intangible assets of the City shall be depreciated using the straight-line method and applying the half-year convention method over the following useful lives.

Asset Class	Years
Buildings/Building Improvements	10-40
Improvements Other Than Buildings	3-10
Vehicles, Machinery, Specialty and Office Equipment	3-20
Intangibles (subject to depreciation/amortization)	As limited by contractual or legal provisions.
Infrastructure	10-40

It is the City's policy that capital assets have no residual value at the end of their lives. Land, Construction-in-Progress and certain intangible assets are not depreciated. If the asset is disposed of before the end of its useful life, a half-year of depreciation is allowable for the year of disposition.

3. Capital Assets Classes

Land

The surface of the earth, which can be used to support structures and roadways. Land is characterized as having an unlimited life (inexhaustible). Includes the cost of land itself and the cost of preparing land for its intended uses. Examples of items that might be capitalized as part of the cost of land include basic site improvements (e.g., excavation, fill, and grading), as well as the cost of removing, relocating, or reconstructing the property of others (e.g., power lines).

Buildings and Building Improvements

A structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be transportable or moveable.

Improvements to existing buildings that materially extend the useful life of a building, increase the value of a building, or both should be capitalized. The improvement must meet one of the following criteria:

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Intangible Assets

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Fixed assets will be subject to inventory control if they meet at least one (1) of the following criteria:

a. The original cost of the fixed asset is equal to or greater than $10,000 if classified as equipment, $50,000 if classified as buildings or land, or $200,000 if classified as infrastructure.
b. Any asset less than the capitalization threshold, as recommended by the Finance Director. This may include certain machinery and equipment that, due to portability, value outside of the office, or character, are susceptible to theft and/or loss. It may include computer equipment and electronic devices such as laptops and iPhones, guns, weapons, and other movable items. Also included may be any asset requested by a department to be controlled in order to satisfy an internal (operational) or external requirement. For example, the Finance Department (may wish to) tracks all

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1. Capital expenditures for special purpose equipment are allowable as direct costs, provided items with a unit cost of $5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity. Effective 10/1/2024, rate is increased to $10,000 per Section 2 § CFR 200.313 and § 200.439.
2. Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award.
3. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:
   - Property records must be maintained that include a description of the property, a serial number or other identification number, **the source of funding for the property** (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
   - A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

- Control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- Adequate maintenance procedures must be developed to keep the property in good condition.
- If the City is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. See *CFR §200.313 (e) Disposition*, for guidelines.

Surplus property shall be identified by the department, officially declared to the City Council, and after approval, eliminated from the fixed asset accountability list and sold at auction or to any organization or non-employee willing to pay fair market price.

Alternatively, when City-owned fixed assets are identified as surplus and have minimal or no remaining value for municipal use, they may be destroyed or considered for donation to qualified public agencies or tax-exempt charitable organizations. The City may designate personal property as surplus and authorize its donation, provided this does not conflict with any terms associated with the property's acquisition. The donation process must include proper documentation for auditing purposes, and recipients must meet eligibility criteria, such as being a public agency or a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. All donated items will be transferred "as-is," without warranties, and the change in ownership will be recorded by the City's Finance Department.

In the event any single item of property is less than $10,000, the Finance Director shall have the authority to sell, dispose at a refuse company, or donate such surplus supplies or equipment if surplus has no value to municipal operations. Proceeds from sale of surplus property will be allocated to the City's General fund or Vehicle Replacement fund unless the property was originally purchased under contractual obligations with monies from a specific fund, in which case, the proceeds will be returned to that fund.

Disposal of any real property shall be conducted in accordance with all applicable requirements of the Government Code, including but not limited to Government Code sections 50569, 65402, and 54220, et seq. Before disposing of any surplus property, the applicable department head shall ascertain the source of funds used to purchase the property and ensure that disposal will not violate any grant conditions or other applicable restrictions.

Account Coding: The account coding to be used for the purchase of capital outlay will be as follows:

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Object code # 46020 – Buildings and Building Improvements
Object code # 46030 – Improvements Other Than Buildings
Object code # 46110 – Machinery & Equipment ($10,000)

Object code # 46122 – Software
Object code # 46130 – Vehicles
Object code # 46140 – Furniture and Fixtures

For items costing less than $10,000 per unit (these are NOT considered Fixed Assets) use:

Object code # 46120 – Tools, Parts and Leases less than $10,000.

Attachments:

Exhibit I – Sample of Fixed Asset Addition Form

EXHIBIT I - SAMPLE OF FIXED ASSET ADDITION FORM

FIXED ASSET ADDITION FORM

TAG# _____ ITEM DESCRIPTION _____

MANUFACTURER/MODEL _____ SERIAL # _____

P.O. # _____ ITEM COST _____ VENDOR _____

DEPARTMENT _____ LOCATION _____

DATE RECEIVED _____ CLASS CODE _____

PROPERTY CONTACT _____

FINANCE CONTACT _____

DATE TAGGED _____

DATE RECEIVED BY FINANCE DEPARTMENT _____

Additional Comments:

--- FILL IN ALL MISSING BLANKS, MAKE COPY FOR YOUR RECORDS AND RETURN TO FINANCE/ACCOUNTING---

ATTACH THIS STICKER TO NEW ASSET ITEM:

The purpose of the unclaimed check policy is to provide the proper mechanism to take possession of long standing unclaimed checks in accordance with government statutes (**Exhibit V**) and to ensure the propriety of the related accounting transactions.

A. Summary of State Law

   Money that is not the property of the City of South Lake Tahoe that remains unclaimed for a period of more than three (3) years becomes the property of the City not less than forty-five days nor more than sixty days after an initial public notice is published. (Government Code Secs. 50050 and 50051)

B. At any time after the expiration of the three (3) year period, the Treasurer of the City of South Lake Tahoe will cause a notice to be published once a week for two successive weeks in a newspaper of general circulation published in the City of South Lake Tahoe. (Gov. Code Secs. 50050 and 50051)

C. The notice shall include the following information:
   1. The individual or business name as shown on the issued check.
   2. The check date, number and the amount of money on the issued check.
   3. A statement announcing that the money shall become the property of the City of South Lake Tahoe on a date that is not less than forty-five (45) days after the first publication of the notice. **See Exhibit I**. (Gov. Code Sec. 50051)

D. A proof of publication from the newspaper is to be retained in accordance with the City's records retention policy as proof that the City published the required notice for two consecutive weeks.

E. Upon or prior to publication, a party of interest may file a claim which must include the following information:
   1. The claimant's name, address and telephone number.
   2. Social Security Number or Federal Employer Identification Number.
   3. Proof of identify such as a copy of a driver license, social security card or birth certificate.
   4. The amount of the claim.
   5. The grounds on which the claim is founded. **See Exhibit II**.

   (Gov. Code Sec. 50052)

F. The Treasurer may release to the depositor of the unclaimed money, their heir, beneficiary, or duly appointed representative, unclaimed money if claimed prior to the date the money becomes the property of the City upon submitting proof satisfactory to the Treasurer. (Gov. Code Sec. 50052.5)

G. When the unclaimed funds become the property of the City of South Lake Tahoe and are in a Special fund, the City Council may transfer them by resolution to the General Fund. (Gov. Code Sec. 50053)

H. Any individual check of less than fifteen dollars ($15), or any amount if the depositor's name is unknown, which remain unclaimed for a period of one (1) year may be transferred from the funds which the money was originally drawn from by the City Council to the General Fund without the necessity of publication of a notice in a newspaper. (Gov. Code Sec. 50055)

I. The responsibilities of the Treasurer may be delegated by the Treasurer to the department that maintains the supporting records of the uncleared checks based on the initial receipt or deposit of that money or both. (Gov. Code Sec. 50056)

J. Disbursement and Funds Transfer

1. Except as otherwise provided in this procedure, the Finance Department (Department) may release to the claimant of an unclaimed check, or its heir, beneficiary, or duly appointed representative, the amount of an unclaimed check if:
    i. Claim is filed prior to the date the money becomes the property of the City of South Lake Tahoe.
    ii. Proof substantiating the claim is conveyed in writing, including all items detailed in the item "E" of this policy.
    iii. After proper documentation is secured, payment request is prepared to release money based upon approved Claim Form.
2. Upon rejection of said depositor's claim by the Department (**Exhibit III**), the depositor may file a verified complaint seeking to recover all, or a designated part, of the money in a court within El Dorado County. The Department shall be served with a copy of the complaint and summons which must be served within thirty (30) days of receiving notice that the claim was rejected. The Department shall withhold the release of the portion of unclaimed money for which a court action has been filed until a decision is rendered by the court.
3. Upon close of business on the forty-fifth (45) day after publication of the first notice, the unclaimed check amounts revert to the City of South Lake Tahoe. When the unclaimed checks become the property of the City of South Lake Tahoe and are in a special fund, the City Council may transfer them to the General Fund. **See Exhibit IV**.

4. Unclaimed checks of less than fifteen dollars ($15) that are more than twelve (12) months old will be transferred to the General Fund by the City Council without publication of a notice in a newspaper. **See Exhibit IV**.

K. Accounting Transactions

1. If an unclaimed check is claimed prior to the date designated in the Public Notice, the Financial Services Manager will verify the claimant's supporting information and obtain an approval to stop payment of the claimed check for checks over $1,000. If the claimant satisfies all conditions required under this procedure, the City will void the old check and issue a new check for the claimed amount to the claimant.
2. Upon the close of business on the forty-fifth day after the initial notice is published, the remaining unclaimed checks with face amounts of fifteen dollars ($15) or more will revert to the City. The amounts of such checks will be transferred to a miscellaneous General Fund revenue account upon City Council approval. (**Exhibit IV**)
    i. Accounts payable checks will be voided, changing the account number from original to non-departmental Unclaimed Funds revenue account 100-01951-36212. This way the transaction will Debit Cash and Credit the above revenue account without changing the original Expense or Revenue account.
    ii. Payroll checks will be canceled in the accounting system to remove them from the outstanding checks list. In addition, a journal entry will be prepared to Debit the original expense account and Credit the Unclaimed Funds revenue account 100-01951-36212.
    iii. The records of voided checks must be retained by the Financial Services Division in accordance with the City's records retention policy.
3. All outstanding checks of less than fifteen dollars ($15) from Accounts Payable and Payroll will be checked to determine those checks that have issue dates over twelve (12) months. These amounts will then be set into a resolution for the City Council to approve, transferring these amounts to the General Fund miscellaneous revenue account. Follow steps i,ii, and iii above.

L. Policy Review

This policy shall be reviewed at least biannually.

Attachments:

Exhibit I - Sample of Public Notice

Exhibit II - Sample of Unclaimed Money – Claim Form

Exhibit III - Sample of Money Claim Rejection Form

Exhibit IV – Resolution to transfer unclaimed check funds to the General Fund

Exhibit V – California Government Code Section 50050-50057

Exhibit I – Sample of Public Notice

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT, the ~~Administrative Services~~ Finance Department of the City of South Lake Tahoe, County of El Dorado, State of California, declares that the following monetary sums have been held by the City of South Lake Tahoe and have remained unclaimed in the funds hereafter indicated for a period of over three (3) years and will become the property of the City of South Lake Tahoe on the xx th day of the Month, Year, a date not less than forty-five (45) days after the first publication of this Notice.

Any party of interest may, prior to the date designated herein above, file a claim with the City's Financ~~eial Services~~ Department~~ivision~~ which includes the claimant's name, address and telephone number, Social Security Number or Federal Employer Identification Number, amount of claim, the grounds on which the claim is founded. The Unclaimed Money Claim Form can be obtained from the City's Administrative office at 1901 Lisa Maloff Way~~Airport Rd~~, South Lake Tahoe, CA 96150, or from the City's website at www.cityofslt.us/~~Unclaimed~~642/Forms. Proof of identify such as a copy of a driver license, social security card or birth certificate must be provided before funds will be released. With any questions, please contact the City of South Lake Tahoe, ~~Financial Services Division at (530)542-7402 or~~Finance Department at (530) 542-6061~~13~~.

This notice and its contents are in accordance with California Government Code Sections 50050-50056.

Name
Title

Check Date	Check Number	Payee Name	Check Amount	Fund Held In

Exhibit II – Sample of Unclaimed Money – Claim Form

CITY OF SOUTH LAKE TAHOE
UNCLAIMED MONEY – CLAIM FORM

Return completed form to:
City of South Lake Tahoe
~~Administrative Services~~ Finance Department
~~Financial Services Division~~
1901 ~~Airport Road~~Lisa Maloff Way, Suite 210
South Lake Tahoe, CA 96150

Pursuant to California Government Code Section 50052, I wish to file a claim for a previously unclaimed check in the amount of $ _____ that was published in the Tahoe Daily Tribune on _____. The grounds on which I file this claim are:_____

_____

_____

_____ _____
Vendor or Individual Name (Printed) Taxpayer I.D. or Social Security No.

_____ _____ _____
Signature Date Telephone Number

_____
Mailing Address

_____
City/State/Zip Code

FOR INTERNAL USE ONLY

Proof of Identity Verified (check one):

Driver License ***Social Security Card*** ***Passport/Birth Certificate***

Verified By: _____ Date: _____

Claim: Approved____ Rejected____ Reason for Rejection: _____

Reviewed By: _____ Date: _____

Exhibit III – Sample of Money Claim Rejection Form

CITY OF SOUTH LAKE TAHOE
MONEY CLAIM REJECTION FORM

The City of South Lake Tahoe has rejected the unclaimed property claim of:

Vendor or Individual Name: _____

Taxpayer I.D. or Social Security Number: _____

Address: _____

City/State/Zip Code: _____

Original Check Date: _____

Original Check Amount: _____

The grounds on which this claim has been rejected are:

_____

_____

_____

_____

_____

Under California Government Code Section 50052, you have the right to file a verified complaint seeking to recover all, or a designated part, of the money in a court of competent jurisdiction within El Dorado County. A copy of the complaint and the summons issued thereon must be served within thirty (30) days of receiving this notice of rejection. Upon being served, the Finance Director will withhold the disputed amount from being released until a decision is rendered by the court.

Name
Title

Exhibit IV – Resolution to transfer unclaimed check funds to the General Fund

~~CITY OF SOUTH LAKE TAHOE~~

~~RESOLUTION NO. _____~~

~~RESOLUTION AUTHORIZING THE TRANSFER OF UNCLAIMED CHECK FUNDS FROM THEIR RESPECTIVE FUND(S) TO THE GENERAL FUND PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 50053 AND 50055~~

~~WHEREAS, the checks in Section 1 of the attached list have been outstanding and unclaimed for more than three years; and~~

~~WHEREAS, the City has provided public notice as required in California Government Code Sections 50050 and 50051 and the City's Unclaimed Check Policy; and~~

~~WHEREAS, the checks in Section 2 of the attached list are less than fifteen dollars each, and have been outstanding and unclaimed for a period of one year,~~

~~NOW THEREFORE, BE IT RESOLVED, that in accordance with California Government Code Section 50053 and Section 50055, the unclaimed checks on the attached list in the total amount of $XX.XX shall be transferred from their respective funds(s) to the General Fund's non-departmental revenue account.~~

~~PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe at a meeting on _____ by the following vote:~~

~~AYES:~~
~~Councilmembers_____~~

~~NOES:~~
~~Councilmembers_____~~

~~ABSTAIN:~~
~~Councilmembers_____~~

~~ABSENT:~~
~~Councilmembers_____~~

~~ATTEST:~~

~~_____ _____~~
~~Susan Alessi, City Clerk (Type Name), Mayor~~

Resolution XXXX-XXX

Adopted by the City of South Lake Tahoe City Council

XXXX, XXX

Authorizing the Transfer of Unclaimed Check Funds from their Respective Fund(s) to the General Fund Pursuant to California Government Code Sections 50050 Through 50057

BACKGROUND

A. The checks in Section 1 on the attached list have been outstanding and unclaimed for more than three years and the City has provided public notice as required in California Government Code Sections 50050 and 50051 in addition to following the City's Unclaimed Check Policy.

B. The checks in Section 2 on the attached list are less than fifteen (15) dollars each and have been outstanding and unclaimed for a period of one year.

C. The City adopts this resolution in accordance with California Government Code sections 50050 through 50057.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Declares the unclaimed checks on the attached list in the total amount of $XXX as the property of the City of South Lake Tahoe and authorizes and directs the Director of Finance to transfer the funds in those unclaimed checks from their respective funds to the General Fund's non-departmental revenue account.

Adopted by the City of South Lake Tahoe City Council on XXX, XXX by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Mayor
Attest:

_____
City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

GOVERNMENT CODE
SECTION 50050-50057

50050. (a) For purposes of this article, "local agency" includes all districts. Except as otherwise provided by law, money, excluding restitution to victims, that is not the property of a local agency that remains unclaimed in its treasury or in the official custody of its officers for three years is the property of the local agency after notice if not claimed or if no verified complaint is filed and served. At any time after the expiration of the three-year period, the treasurer of the local agency may cause a notice to be published once a week for two successive weeks in a newspaper of general circulation published in the local agency. At the expiration of the three-year period, money representing restitution collected on behalf of victims shall be deposited into the Restitution Fund or used by the local agency for purposes of victim services. If a local agency elects to use the money for purposes of victim services, the local agency shall first document that it has made a reasonable effort to locate and notify the victim to whom the restitution is owed. ~~The local agency may utilize fees collected pursuant to subdivision (l) of Section 1203.1 or subdivision (f) of Section 2085.5 of the Penal Code to offset the reasonable cost of locating and notifying the victim to whom restitution is owed.~~ With respect to moneys deposited with the county treasurer pursuant to Section 7663 of the Probate Code, this three-year period to claim money held by a local agency is extended for an infant or person of unsound mind until one year from the date his or her disability ceases.
(b) For purposes of this section, "infant" and "person of unsound mind" have the same meaning as given to those terms as used in Section 1441 of the Code of Civil Procedure.
(c) The notice shall become operative January 1, 2022.

50051. The notice shall state the amount of money, the fund in which it is held, and that it is proposed that the money will become the property of the local agency on a designated date not less than forty-five days nor more than sixty days after the first publication of the notice.

50052. Upon or prior to publication, a party of interest may file a claim with the treasurer which must include the claimant's name, address, amount of claim, the grounds on which the claim is founded, and any other information that may be required by the treasurer. The claim shall be filed before the date the unclaimed money becomes the property of the local agency as provided under Section 50051 and the treasurer shall accept or reject that claim. If the claim is rejected by the treasurer, the party who submitted the claim may file a verified complaint seeking to recover all, or a designated part, of the money in a court of competent jurisdiction within the county in which the notice is published, and serves a copy of the complaint and the summons issued thereon upon the treasurer. The copy of the

complaint and summons shall be served within 30 days of receiving notice that the claim was rejected. The treasurer shall withhold the release of the portion of unclaimed money for which a court action has been filed as provided in this section until a decision is rendered by the court.

50052.5. (a) Notwithstanding Section 50052, the treasurer may release to the depositor of the unclaimed money, their heir, beneficiary, or duly appointed representative, unclaimed money if claimed prior to the date the money becomes the property of the local agency upon submitting proof satisfactory to the treasurer, unless the unclaimed money is deposited pursuant to Section 7663 of the Probate Code.

(b) Notwithstanding Section 50052, the treasurer may release unclaimed money deposited with the county treasurer pursuant to Section 7663 of the Probate Code, to any adult blood relative of either the decedent or the decedent's predeceased spouse.

(c) Notwithstanding Section 50052, the treasurer may release unclaimed money deposited with the county treasurer pursuant to Section 7663 of the Probate Code to the parent who has legal and physical custody of a minor who is a blood relative of either the decedent or the decedent's predeceased spouse without the need to appoint a legal guardian for the minor as follows:

(1) If the value of the unclaimed money deposited with the county treasurer is five thousand dollars ($5,000) or less, the treasurer may release the money according to Section 3401 of the Probate Code.

(2) If the value of the unclaimed money deposited with the county treasurer is sixty thousand dollars ($60,000) or less, and the money is not released under paragraph (1), the unclaimed money may be released by the treasurer to the parent who shall, after payment of any costs incurred in making the claim, hold the money in trust, to be used only for the care, maintenance, and education of the minor, and the parent shall be liable therefor to the minor under the fiduciary laws of this state. The money held in trust shall be released to the minor when the minor reaches the age of majority.

(d) The claim shall be presented to the county treasurer in affidavit form and signed under penalty of perjury. Notwithstanding Section 13101 of the Probate Code, the claimant, to be entitled to the entire escheated estate, needs only to establish with documentary proof the existence of a blood relationship to either the decedent or of the predeceased spouse, if any, and the documentary proof, if regular on its face, need not be certified. Notwithstanding Section 13101 of the Probate Code, the claimant shall not be required to declare that no other person has an equal or superior claim to the escheated estate.

The county treasurer may rely in good faith on the sworn statements made in the claim and shall have no duty to inquire into the truth or credibility of evidence submitted.

In paying out the escheated estate, the county treasurer shall be held harmless to all. Payment shall act as total acquittance and shall completely discharge the county treasurer from any liability.

If the county treasurer rejects any claim made hereunder, the claimant may take his or her grievance to the Superior Court of the county holding the escheated estate.

Any claim paid hereunder shall be paid without interest.

50053. When any such money becomes the property of a local agency and is in a special fund, the legislative body may transfer it to the general fund.

50054. Whenever any city or county or city and county renders construction services or constructs public works for any city, county, city and county or any other governmental agency below the level of the state government, the price charged for such services or construction shall be sufficient to reimburse the governmental body performing such services for the full cost thereof including labor, material, equipment costs or rentals and a reasonable allowance for overhead. In computing overhead, without limitation on other factors properly includable, there shall be allocated to the overhead cost its proportionate share of indirect labor and administrative costs.

50055. Any other provision of this article notwithstanding, any individual items of less than fifteen dollars ($15), or any amount if the depositor's name is unknown, which remain unclaimed in the treasury or in the official custody of an officer of a local agency for the period of one year or upon an order of the court may be transferred to the general fund by the legislative body without the necessity of publication of a notice in a newspaper.

50056. The responsibilities of the treasurer as provided under this article may be delegated by the treasurer to the agency, district, or department that maintains the supporting records of the unclaimed money based on the initial receipt or deposit of that money or both.

50057. For individual items in the amount of five thousand dollars ($5,000) or less, the legislative body of any county may, by resolution, authorize the county treasurer to perform on its behalf any act required or authorized to be performed by it under Sections 50050, 50053, and 50055. The resolution shall require that the county auditor be informed of each act performed under the authorization.

CITY OF SOUTH LAKE TAHOE

Financial Policies – Unclaimed Check

The purpose of the unclaimed check policy is to provide the proper mechanism to take possession of long standing unclaimed checks in accordance with government statutes (**Exhibit V**) and to ensure the propriety of the related accounting transactions.

A. Summary of State Law

   Money that is not the property of the City of South Lake Tahoe that remains unclaimed for a period of more than three (3) years becomes the property of the City not less than forty-five days nor more than sixty days after an initial public notice is published. (Government Code Secs. 50050 and 50051)

B. At any time after the expiration of the three (3) year period, the Treasurer of the City of South Lake Tahoe will cause a notice to be published once a week for two successive weeks in a newspaper of general circulation published in the City of South Lake Tahoe. (Gov. Code Secs. 50050 and 50051)

C. The notice shall include the following information:
   1. The individual or business name as shown on the issued check.
   2. The check date, number and the amount of money on the issued check.
   3. A statement announcing that the money shall become the property of the City of South Lake Tahoe on a date that is not less than forty-five (45) days after the first publication of the notice. **See Exhibit I**. (Gov. Code Sec. 50051)

D. A proof of publication from the newspaper is to be retained in accordance with the City's records retention policy as proof that the City published the required notice for two consecutive weeks.

E. Upon or prior to publication, a party of interest may file a claim which must include the following information:
   1. The claimant's name, address and telephone number.
   2. Social Security Number or Federal Employer Identification Number.
   3. Proof of identify such as a copy of a driver license, social security card or birth certificate.
   4. The amount of the claim.
   5. The grounds on which the claim is founded. **See Exhibit II**.

   (Gov. Code Sec. 50052)

F. The Treasurer may release to the depositor of the unclaimed money, their heir, beneficiary, or duly appointed representative, unclaimed money if claimed prior to the date the money becomes the property of the City upon submitting proof satisfactory to the Treasurer. (Gov. Code Sec. 50052.5)

G. When the unclaimed funds become the property of the City of South Lake Tahoe and are in a Special fund, the City Council may transfer them by resolution to the General Fund. (Gov. Code Sec. 50053)

H. Any individual check of less than fifteen dollars ($15), or any amount if the depositor's name is unknown, which remain unclaimed for a period of one (1) year may be transferred from the funds which the money was originally drawn from by the City Council to the General Fund without the necessity of publication of a notice in a newspaper. (Gov. Code Sec. 50055)

I. The responsibilities of the Treasurer may be delegated by the Treasurer to the department that maintains the supporting records of the uncleared checks based on the initial receipt or deposit of that money or both. (Gov. Code Sec. 50056)

J. Disbursement and Funds Transfer

1. Except as otherwise provided in this procedure, the Finance Department (Department) may release to the claimant of an unclaimed check, or its heir, beneficiary, or duly appointed representative, the amount of an unclaimed check if:
    i. Claim is filed prior to the date the money becomes the property of the City of South Lake Tahoe.
    ii. Proof substantiating the claim is conveyed in writing, including all items detailed in the item "E" of this policy.
    iii. After proper documentation is secured, payment request is prepared to release money based upon approved Claim Form.
2. Upon rejection of said depositor's claim by the Department (**Exhibit III**), the depositor may file a verified complaint seeking to recover all, or a designated part, of the money in a court within El Dorado County. The Department shall be served with a copy of the complaint and summons which must be served within thirty (30) days of receiving notice that the claim was rejected. The Department shall withhold the release of the portion of unclaimed money for which a court action has been filed until a decision is rendered by the court.
3. Upon close of business on the forty-fifth (45) day after publication of the first notice, the unclaimed check amounts revert to the City of South Lake Tahoe. When the unclaimed checks become the property of the City of South Lake Tahoe and are in a special fund, the City Council may transfer them to the General Fund. **See Exhibit IV**.

4. Unclaimed checks of less than fifteen dollars ($15) that are more than twelve (12) months old will be transferred to the General Fund by the City Council without publication of a notice in a newspaper. **See Exhibit IV**.

K. Accounting Transactions

1. If an unclaimed check is claimed prior to the date designated in the Public Notice, the Financial Services Manager will verify the claimant's supporting information and obtain an approval to stop payment of the claimed check for checks over $1,000. If the claimant satisfies all conditions required under this procedure, the City will void the old check and issue a new check for the claimed amount to the claimant.
2. Upon the close of business on the forty-fifth day after the initial notice is published, the remaining unclaimed checks with face amounts of fifteen dollars ($15) or more will revert to the City. The amounts of such checks will be transferred to a miscellaneous General Fund revenue account upon City Council approval. (**Exhibit IV**)
    i. Accounts payable checks will be voided, changing the account number from original to non-departmental Unclaimed Funds revenue account 100-01951-36212. This way the transaction will Debit Cash and Credit the above revenue account without changing the original Expense or Revenue account.
    ii. Payroll checks will be canceled in the accounting system to remove them from the outstanding checks list. In addition, a journal entry will be prepared to Debit the original expense account and Credit the Unclaimed Funds revenue account 100-01951-36212.
    iii. The records of voided checks must be retained by the Financial Services Division in accordance with the City's records retention policy.
3. All outstanding checks of less than fifteen dollars ($15) from Accounts Payable and Payroll will be checked to determine those checks that have issue dates over twelve (12) months. These amounts will then be set into a resolution for the City Council to approve, transferring these amounts to the General Fund miscellaneous revenue account. Follow steps i,ii, and iii above.

L. Policy Review

This policy shall be reviewed at least biannually.

Attachments:

Exhibit I - Sample of Public Notice

Exhibit II - Sample of Unclaimed Money – Claim Form

Exhibit III - Sample of Money Claim Rejection Form

Exhibit IV – Resolution to transfer unclaimed check funds to the General Fund

Exhibit V – California Government Code Section 50050-50057

Exhibit I – Sample of Public Notice

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT, the Finance Department of the City of South Lake Tahoe, County of El Dorado, State of California, declares that the following monetary sums have been held by the City of South Lake Tahoe and have remained unclaimed in the funds hereafter indicated for a period of over three (3) years and will become the property of the City of South Lake Tahoe on the xx th day of the Month, Year, a date not less than forty-five (45) days after the first publication of this Notice.

Any party of interest may, prior to the date designated herein above, file a claim with the City's Finance Department which includes the claimant's name, address and telephone number, Social Security Number or Federal Employer Identification Number, amount of claim, the grounds on which the claim is founded. The Unclaimed Money Claim Form can be obtained from the City's Administrative office at 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150, or from the City's website at www.cityofslt.us/642/Forms. Proof of identify such as a copy of a driver license, social security card or birth certificate must be provided before funds will be released. With any questions, please contact the City of South Lake Tahoe, Finance Department at (530) 542-6061.

This notice and its contents are in accordance with California Government Code Sections 50050-50056.

Name
Title

Check Date	Check Number	Payee Name	Check Amount	Fund Held In

Exhibit II – Sample of Unclaimed Money – Claim Form

CITY OF SOUTH LAKE TAHOE
UNCLAIMED MONEY – CLAIM FORM

Return completed form to:
City of South Lake Tahoe
Finance Department
1901 Lisa Maloff Way, Suite 210
South Lake Tahoe, CA 96150

Pursuant to California Government Code Section 50052, I wish to file a claim for a previously unclaimed check in the amount of $ _____ that was published in the Tahoe Daily Tribune on _____. The grounds on which I file this claim are:_____

_____

_____

_____ _____
Vendor or Individual Name (Printed) Taxpayer I.D. or Social Security No.

_____ _____ _____
Signature Date Telephone Number

_____
Mailing Address

_____
City/State/Zip Code

FOR INTERNAL USE ONLY

Proof of Identity Verified (check one):

Driver License ***Social Security Card*** ***Passport/Birth Certificate***

Verified By: _____ Date: _____

Claim: Approved____ Rejected____ Reason for Rejection: _____

Reviewed By: _____ Date: _____

Exhibit III – Sample of Money Claim Rejection Form

CITY OF SOUTH LAKE TAHOE
MONEY CLAIM REJECTION FORM

The City of South Lake Tahoe has rejected the unclaimed property claim of:

Vendor or Individual Name: _____

Taxpayer I.D. or Social Security Number: _____

Address: _____

City/State/Zip Code: _____

Original Check Date: _____

Original Check Amount: _____

The grounds on which this claim has been rejected are:

_____

_____

_____

_____

_____

Under California Government Code Section 50052, you have the right to file a verified complaint seeking to recover all, or a designated part, of the money in a court of competent jurisdiction within El Dorado County. A copy of the complaint and the summons issued thereon must be served within thirty (30) days of receiving this notice of rejection. Upon being served, the Finance Director will withhold the disputed amount from being released until a decision is rendered by the court.

Name
Title

Resolution XXXX-XXX

Adopted by the City of South Lake Tahoe
City Council

XXXX, XXX

Authorizing the Transfer of Unclaimed Check Funds from their Respective Fund(s) to the General Fund Pursuant to California Government Code Sections 50050 Through 50057

BACKGROUND

A. The checks in Section 1 on the attached list have been outstanding and unclaimed for more than three years and the City has provided public notice as required in California Government Code Sections 50050 and 50051 in addition to following the City's Unclaimed Check Policy.

B. The checks in Section 2 on the attached list are less than fifteen (15) dollars each and have been outstanding and unclaimed for a period of one year.

C. The City adopts this resolution in accordance with California Government Code sections 50050 through 50057.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Declares the unclaimed checks on the attached list in the total amount of $XXX as the property of the City of South Lake Tahoe and authorizes and directs the Director of Finance to transfer the funds in those unclaimed checks from their respective funds to the General Fund's non-departmental revenue account.

Adopted by the City of South Lake Tahoe City Council on XXX, XXX by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Mayor

Attest:

_____
City Clerk

GOVERNMENT CODE SECTION 50050-50057

50050. (a) For purposes of this article, "local agency" includes all districts. Except as otherwise provided by law, money, excluding restitution to victims, that is not the property of a local agency that remains unclaimed in its treasury or in the official custody of its officers for three years is the property of the local agency after notice if not claimed or if no verified complaint is filed and served. At any time after the expiration of the three-year period, the treasurer of the local agency may cause a notice to be published once a week for two successive weeks in a newspaper of general circulation published in the local agency. At the expiration of the three-year period, money representing restitution collected on behalf of victims shall be deposited into the Restitution Fund or used by the local agency for purposes of victim services. If a local agency elects to use the money for purposes of victim services, the local agency shall first document that it has made a reasonable effort to locate and notify the victim to whom the restitution is owed. With respect to moneys deposited with the county treasurer pursuant to Section 7663 of the Probate Code, this three-year period to claim money held by a local agency is extended for an infant or person of unsound mind until one year from the date his or her disability ceases.
(b)For purposes of this section, "infant" and "person of unsound mind" have the same meaning as given to those terms as used in Section 1441 of the Code of Civil Procedure.
(c) The notice shall become operative January 1, 2022.

50051. The notice shall state the amount of money, the fund in which it is held, and that it is proposed that the money will become the property of the local agency on a designated date not less than forty-five days nor more than sixty days after the first publication of the notice.

50052. Upon or prior to publication, a party of interest may file a claim with the treasurer which must include the claimant's name, address, amount of claim, the grounds on which the claim is founded, and any other information that may be required by the treasurer. The claim shall be filed before the date the unclaimed money becomes the property of the local agency as provided under Section 50051 and the treasurer shall accept or reject that claim. If the claim is rejected by the treasurer, the party who submitted the claim may file a verified complaint seeking to recover all, or a designated part, of the money in a court of competent jurisdiction within the county in which the notice is published, and serves a copy of the complaint and the summons issued thereon upon the treasurer. The copy of the complaint and summons shall be served within 30 days of receiving notice that the claim was rejected. The treasurer shall withhold the release of the portion of unclaimed money for which a court action has been filed as provided in this section until a decision is

rendered by the court.

50052.5. (a) Notwithstanding Section 50052, the treasurer may release to the depositor of the unclaimed money, their heir, beneficiary, or duly appointed representative, unclaimed money if claimed prior to the date the money becomes the property of the local agency upon submitting proof satisfactory to the treasurer, unless the unclaimed money is deposited pursuant to Section 7663 of the Probate Code.

(b) Notwithstanding Section 50052, the treasurer may release unclaimed money deposited with the county treasurer pursuant to Section 7663 of the Probate Code, to any adult blood relative of either the decedent or the decedent's predeceased spouse.

(c) Notwithstanding Section 50052, the treasurer may release unclaimed money deposited with the county treasurer pursuant to Section 7663 of the Probate Code to the parent who has legal and physical custody of a minor who is a blood relative of either the decedent or the decedent's predeceased spouse without the need to appoint a legal guardian for the minor as follows:

(1) If the value of the unclaimed money deposited with the county treasurer is five thousand dollars ($5,000) or less, the treasurer may release the money according to Section 3401 of the Probate Code.

(2) If the value of the unclaimed money deposited with the county treasurer is sixty thousand dollars ($60,000) or less, and the money is not released under paragraph (1), the unclaimed money may be released by the treasurer to the parent who shall, after payment of any costs incurred in making the claim, hold the money in trust, to be used only for the care, maintenance, and education of the minor, and the parent shall be liable therefor to the minor under the fiduciary laws of this state. The money held in trust shall be released to the minor when the minor reaches the age of majority.

(d) The claim shall be presented to the county treasurer in affidavit form and signed under penalty of perjury. Notwithstanding Section 13101 of the Probate Code, the claimant, to be entitled to the entire escheated estate, needs only to establish with documentary proof the existence of a blood relationship to either the decedent or of the predeceased spouse, if any, and the documentary proof, if regular on its face, need not be certified. Notwithstanding Section 13101 of the Probate Code, the claimant shall not be required to declare that no other person has an equal or superior claim to the escheated estate.

The county treasurer may rely in good faith on the sworn statements made in the claim and shall have no duty to inquire into the truth or credibility of evidence submitted.

In paying out the escheated estate, the county treasurer shall be held harmless to all. Payment shall act as total acquittance and shall completely discharge the county treasurer from any liability.

If the county treasurer rejects any claim made hereunder, the claimant may take his or her grievance to the Superior Court of the county holding the escheated estate.

Any claim paid hereunder shall be paid without interest.

50053. When any such money becomes the property of a local agency and is in a special fund, the legislative body may transfer it to the general fund.

50054. Whenever any city or county or city and county renders construction services or constructs public works for any city, county, city and county or any other governmental agency below the level of the state government, the price charged for such services or construction shall be sufficient to reimburse the governmental body performing such services for the full cost thereof including labor, material, equipment costs or rentals and a reasonable allowance for overhead. In computing overhead, without limitation on other factors properly includable, there shall be allocated to the overhead cost its proportionate share of indirect labor and administrative costs.

50055. Any other provision of this article notwithstanding, any individual items of less than fifteen dollars ($15), or any amount if the depositor's name is unknown, which remain unclaimed in the treasury or in the official custody of an officer of a local agency for the period of one year or upon an order of the court may be transferred to the general fund by the legislative body without the necessity of publication of a notice in a newspaper.

50056. The responsibilities of the treasurer as provided under this article may be delegated by the treasurer to the agency, district, or department that maintains the supporting records of the unclaimed money based on the initial receipt or deposit of that money or both.

50057. For individual items in the amount of five thousand dollars ($5,000) or less, the legislative body of any county may, by resolution, authorize the county treasurer to perform on its behalf any act required or authorized to be performed by it under Sections 50050, 50053, and 50055. The resolution shall require that the county auditor be informed of each act performed under the authorization.

Financial Policies
Fraud, Waste, and Abuse Policy

PURPOSE

The City of South Lake Tahoe is committed to safeguarding its revenue, property, information, and other assets from any fraudulent activity or deceitful conduct by members of the public, recipients of City funds, contractors, vendors, agents, employees, and City officials seeking unauthorized benefits.

All employees and City officials are responsible for the detection, reporting and prevention of fraud, misappropriation, and other forms of misuse. Accordingly, it is the policy of the City to identify and promptly investigate any suspected fraudulent or dishonest activity involving City resources and, when appropriate, pursue all legal remedies available under the law.

This policy is established to facilitate the development of controls to aid in the detection and prevention of fraud, waste, and abuse against the City of South Lake Tahoe. Its objective is to provide a confidential means for City employees, residents, officials, and other concerned individuals to report suspected wrongdoing or violations of applicable federal or State laws and regulations relating to fraud, waste, and abuse as defined in California Government Code 53087.6(e)(1)-(3).

This policy applies to all City employees, appointed and elected officials, consultants, vendors, contractors, outside agency volunteers, and any other entities or individuals who have a business relationship with the City.

DEFINITIONS

California Government Code section 53087.6(f)(4) defines “fraud, waste, or abuse” as any activity by a local agency or its employees that is undertaken in the performance of official duties, including actions outside the normal scope of employment, that violates any local, state, or federal law or regulation. This includes, but is not limited to:

- Corruption
- Malfeasance
- Bribery
- Theft of government property
- Fraudulent claims
- Coercion
- Conversion
- Malicious prosecution

- Misuse of government property
- Willful omission to perform duty
- Economically wasteful actions
- Gross misconduct

These activities are collectively referred to as “improper governmental activities”.

Fraud: Fraud is an intentional act of using dishonesty as a tool for personal gain. It involves obtaining something of value for personal or financial gain or depriving others, or an organization, of something of value through ***intentional deceit***, misrepresentation, or concealment of something that should have been disclosed. Fraud can occur through the spoken word or by an individual’s conduct and actions. Whether an act is in fact, fraud is generally determined through the judicial or other adjudicative processes. If an act is reasonably believed to be fraudulent, it will be referred to the appropriate law enforcement agency for further investigation and possible prosecution.

Waste: Waste involves using or expending resources carelessly, negligently, extravagantly, or to no purpose, whether intentional or not, to the detriment of the City. Waste includes incurring unnecessary costs as a result of inefficient or ineffective practices, poor oversight, weak internal controls, or a failure to follow established procedures. Waste detracts from the City’s mission and reduces public trust.

Abuse: Abuse is the improper, excessive, or unreasonable use of authority, position, or resources. It includes behavior that violates policy or falls short of prudent standards expected in the public service. Abuse may not always be illegal but is contrary to the ethical and responsible use of government resources. Examples include using City resources for personal benefit or directing public funds in a manner inconsistent with established norms or expectations.

POLICY

The City is committed to promptly identifying and thoroughly investigating any suspected fraudulent, dishonest, or improper activities. When appropriate, the City will pursue all available legal and disciplinary remedies, which may include, but is not limited to, termination of employment or contract, restitution, and referral to law enforcement for potential criminal prosecution. Investigations will be conducted objectively and without regard to the suspected individua’s length of service, position, or relationship to the City.

Each City department is responsible for establishing and maintaining effective internal controls that provide reasonable assurance of the prevention and detection of fraud, waste, and abuse. These controls are critical to ensuring integrity, accountability, and the appropriate use of City resources.

Examples of Fraudulent Activities: Fraud and similar irregularities include, but are not limited to, the following examples:

a. Filing claims for reimbursement of expenses that are not job-related or authorized by applicable regulations, including those related to grant funds or travel.
b. Forgery or unauthorized alteration of documents, such as checks, time sheets, purchase orders, independent contractor agreements, budgets, grants, or promissory notes.
c. Misappropriation, misapplication, destruction, removal, or concealment of City assets, including funds, securities, supplies, furniture, or equipment.
d. Theft of any asset, including money or tangible property.
e. Improprieties in the handling or reporting of monetary transactions, including falsification or concealment.
f. Authorizing payment for goods not received or services not performed, excluding prepayments that were preapproved by the City Council or City Manager.
g. Authorizing or receiving compensation for hours not worked.
h. Intentional misuse of the City Procurement Card (Cal Card) for personal expenses or prohibited items.
i. Unauthorized computer-related activity, including alteration, destruction, forgery, or manipulation of data, or misappropriation of City-owned software.
j. Knowingly misrepresenting information on any official document or report.
k. Seeking or accepting anything of material value for personal gain from individuals or organizations doing business with the City, including vendors, consultants, contractors, lessees, applicants, and grantees.
l. Any apparent violation of federal, State or local laws related to fraudulent or dishonest activity.

- Fraud does not include honest errors or unintentional omissions made by employees performing legitimate functions in the normal course of their duties. If there is any uncertainty about whether an action constitutes fraud, employees should contact the Human Resource Manager or the Finance Director for guidance.

Examples of Waste Indicators: Waste involves the failure to obtain reasonable value for public funds in connection with government-funded activities due to an inappropriate act or omission. While most instances of waste do not involve a violation of law, they often result in mismanagement, poor judgment, or inadequate oversight.

Examples of Waste Indicators include:

a. Extravagant, careless, or unnecessary expenditure of government funds that do not serve a justified public purpose.
b. Programmatic or operational mismanagement leads to inefficiency, underperformance, or failure to achieve intended outcomes.

c. Unnecessary costs incurred due to inefficient or ineffective practices, outdated systems, or inadequate internal controls.

Examples of Abuse: Abuse refers to behavior that is deficient, improper, or excessive when compared to what a prudent person would consider reasonable and necessary under the circumstances. Abuse may involve the misuse of one's authority, position, or City resources for personal benefit or for the benefit of an immediate or close family member, friend, or business associate.

Abuse does not necessarily involve fraud or a violation of laws, regulations or provisions of a contract or grant agreement, but it undermines the integrity and efficiency of government operations.

Examples of Abuse Indicators include:

a. Creating or authorizing unnecessary or excessive overtime.
b. Requesting or expecting staff to perform personal errands or non-City-related work for a supervisor or manager.
c. Performing tasks related to a personal business during working hours or using City equipment for non-City purpose.
d. Misusing an employee's or official's position for personal gain, including benefiting immediate or close family members or associates.
e. Making travel choices that violate City travel policies or are unnecessarily extravagant or costly.
f. Procuring goods or services in a manner that existing procurement policies or result in excessive or unjustified expenses.

The City will take great care when addressing suspected dishonest or fraudulent activities to ensure fairness and integrity throughout the investigative process. Specifically, the City will work to avoid:

a. Making incorrect or unsubstantiated accusations.
b. Alerting suspected individuals or companies that an investigation is underway, to avoid compromising the inquiry.
c. Treating employees or third parties unfairly or without due process.
d. Making statements that could result in claims of false accusations or defamation.

Employees who knowingly or negligently make false accusations may be subject to disciplinary action, up to and including termination.

PROCEDURES

Reporting Fraud, Waste, or Abuse:

City employees who become aware of, or suspect fraud, waste, or abuse involving City funds or resources are encouraged to report their concern through one of the following channels:

Internal Reporting:

- Primary Contact: Employees are encouraged to first report concerns to their immediate supervisor.
- Escalation: If the employee is uncomfortable doing so, especially if the supervisor is involved in, condones, or ignores the suspected activity, the employee should escalate the issue by reporting directly to their Department Head or the Human Resources Manager.
- Supervisor Responsibility: Supervisors must report all allegations of fraud, waste, or abuse to their Department Head.
- Department Heads are required to report such concerns to both the Human Resource Manager and the Director of Finance.

Anonymous Hotline: Employees may also report concerns anonymously via the City's employee hotline:

- **Hotline number:(800) 576-5262**
- **Organization Code: 10060 (City of South Lake Tahoe)**
- **Availability**: 24 hours a day, 7 days a week

Complainants may choose to remain anonymous. However, anonymous reports will not receive follow-up feedback due to the lack of identifying contact information.

Responsibilities of City Officials:

1. *Reporting*: If an elected or appointed City official has reason to believe that fraud or misuse of City resources has occurred, they must immediately report the concern to the City Manager.
2. *No Independent Investigation*: City officials must not attempt to investigate the matter themselves or discuss the suspicion with anyone other than the City Manager, to preserve the integrity of the investigation and avoid potential legal complications.
3. *Exception - Involvement of City Manager*: If the suspected misconduct involves the City Manager, the official must report the matter directly to the City Attorney.
4. *Media Inquiries*: Allegations of fraud or the status of any related investigation must not be discussed with the media by any person, except through an official statement made by the City Manager, in consultation with the City Attorney and Finance Director.

Management Responsibilities:

For the purpose of this policy, “Management” includes Department Directors, the Human Resource Manager, City Clerk, City Attorney, Fire Chief, Police Chief and members of the Senior Staff team.

Management personnel are expected to model ethical conduct and maintain vigilance in preventing and responding to fraud, waste, or abuse within their areas of responsibility.

Responsibilities include:

1. *Remain Alert and Report*: Management is responsible for being vigilant and reporting any suspected fraudulent, dishonest, or improper activities occurring withing their areas of oversight.

2. *Understand Risk Areas*: Managers should be familiar with the types of improprieties that could occur within their departments and remain alert for signs of potential misconduct, misappropriation, or fraud.

3. *Preliminary Assessment*: When improper activity is detected or suspected, management should make an initial determination as to whether the issue appears to be an honest error or potentially fraudulent behavior.

4. *Reporting Requirement*: When management has been notified by an employee, or they suspect fraud has occurred, management must immediately notify the Finance Director and Human Resource Manager to initiate formal investigation procedures.

5. *Do Not Investigate Independently*: Except for the Human Resources Manager, management must not attempt to conduct investigations, interviews, or interrogations.

6. *Support Investigations*: Management is expected to fully support and cooperate with City staff and law enforcement in the detection, investigation, and prosecution of criminal acts, including testifying or providing documents when necessary.

7. *Maintain Confidentiality*: Management must not discuss the case or share details of an investigation with anyone inside or outside the City unless explicitly authorized by the City Manager, or as required by law.

8. *Media Inquiries*: All inquiries from the media regarding suspected fraud or investigations must be directed to the City Manager’s office.

Investigation Responsibilities:

The following outlines the procedures and roles involved in investigating suspected fraud, waste, or abuse under this Policy:

1. *Initial Review*: The Director of Finance and Human Resource Manager are jointly responsible for conducting an initial review of all reported or suspected fraudulent

activity.

2. *Preliminary Reporting*: Upon completing the initial review, the findings will be reported to the City Manager for further consideration.

3. *Determination of Next Steps*: The City Manager will determine whether further investigation is warranted and will decide whether the investigation should be handled internally or referred to a third-party Investigator for independent review.

4. *Final Report and Action*: Upon conclusion of the investigation, a confidential report will be submitted to the City Manager and City Attorney. If the report concludes the allegations are substantiated, the City Manager, in coordination with the Human Resource Manager and/or City Attorney, will take appropriate disciplinary or administrative action.

5. *Referral to Law Enforcement*: Depending on the nature and severity of the findings, the report may be submitted to the Police Department for criminal investigation and/or additional legal proceedings.

6. *Recommendation for Prevention*: Upon completion of any investigation conducted pursuant to this Policy, the Director of Finance and Human Resource Manager can make recommendations to the relevant department(s) for strengthening internal controls and preventing similar occurrences in the future.

Employee Responsibilities:

Employes play a key role in maintaining the integrity of City operations. When an employee observes or becomes aware of suspected fraudulent incidents or practices, the following responsibilities apply:

1. *Timely Reporting*: The employee must report the incident or suspicion to their immediate supervisor as soon as possible and no later than two (2) working days after becoming aware of the incident. If the employee believes the supervisor may be involved or unwilling to act, the report should be made directly to the Department Head, or the Human Resource Manager.

2. *Alternative Reporting Option*: Employees may also report concerns anonymously by calling the City's employee hotline at (800)576-5262, using the organization code 10060.

3. *Avoid Independent Action*: Employees must not attempt to investigate, confront the suspected individual, or discuss the matter with anyone outside of the appropriate chain of command. Communications should be limited to the employee's supervisor, assigned Investigator, City Manager, or as otherwise permitted by applicable law.

4. *Cooperation with Investigations*: Employees are required to fully cooperate with investigations. Providing false information or refusing to cooperate may result in disciplinary action, up to and including termination.

California Whistleblower Protection Act:

It is the public policy of the State of California to encourage employees to notify an appropriate government or law enforcement agency, person with authority over the employee, or another employee with authority to investigate, discover, or correct the violation or noncompliance, and to provide information to and testify before a public body conducting an investigation, hearing or inquiry, when they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a local, state or federal rule or regulation. Protection is afforded to whistleblowers under California Labor Code Section 1102.5.

Retaliation Prohibited:

The City of South Lake Tahoe strictly prohibits retaliation against any employee who, in good faith, reports suspected fraud, abuse, or other improper conduct. When an employee provides information about a suspected impropriety committed by another employee, neither the City nor any person acting on behalf of the City shall:

a. Dismiss or threaten to dismiss the employee
b. Discipline, suspend or threaten to discipline or suspend the employee
c. Impose any penalty upon the employee or
d. Intimidate or coerce the employee.

Employees are encouraged to report suspected wrongdoing without fear of retaliation. Violations of this anti-retaliation policy may result in disciplinary action, up to and including termination.

CORRECTIVE ACTIONS AND DISCIPLINE

Appropriate and timely action will be taken against any individual found to have committed a fraudulent, dishonest, or otherwise improper act. The City will act in accordance with applicable laws, policies, and procedures to protect public assets and maintain organizational integrity.

Remedial actions may include, but are not limited to:

a. Disciplinary action, up to and including immediate termination of employment or contractual relationship

b. Restitution for all losses, including the cost of investigation, legal fees, and other related expenses, to the fullest extent permitted by law.

c. Referral of the matter to the appropriate law enforcement agencies for potential criminal prosecution.

d. Institution of civil action to recover losses or damages.

- The City will pursue all reasonable efforts, including court-ordered restitution, to recover losses resulting from fraud, whether from the offender or another appropriate source.

- If it is determined that fraud has occurred, the Investigator, City Manager and Finance Director will assess the root cause and implement necessary internal control improvements to help prevent future incidents.

RELATED POLICIES

This policy is designed to augment other City policies and procedures containing related information. It does not replace or preclude them. For related and/or additional information, employees should refer to:

- City's Procurement Policy and Procedures
- Grant Compliance Policy
- Cal Card Handbook
- Personnel Rules
- City Employment Policies

COMPLIANCE

All employees are expected to understand and comply with this policy. Failure to comply may result in disciplinary action in accordance with the City's Personnel Rules, up to and including termination of employment.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 12

Agenda Item: Amendment No.1 to Agreement with Black Eagle Consulting for 2025 Construction Season Material Testing

Executive Summary: On June 18, 2024, City Council awarded Black Eagle Consulting a material testing contract (C-135-2024) for the 2024-2025 construction season for all of the Cityâ€™s Public Works Projects. Due to increases in materials testing, the Public Works Department is requesting an increase in the contract value to Black Eagle Consulting by $150,000, for a not-to-exceed contract value of $355,000. No additional funding is required for this amendment, as the money is already allocated to each project's budget. All services will be provided based on the approved contract terms.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor Pro Tem to execute Amendment No.1 to Agreement with Black Eagle Consulting for an Additional $150,000 for the 2025 Construction Season Material Testing, for a total amount not to exceed $355,000.

Responsible Staff Member: Stephen Anderjack, Project Manager

Reviewed and Approved By: Anush Nejad, Director of Public Works Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report-Amendment 1.docx
02-Amendment_1-C-XXX-2025.docx
03 - C-135-2024 Black Eagle Consulting.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 12, 2025

Title: Amendment No. 1 (C-XXX-2025) for an Additional $150,000 to Black Eagle Consulting Professional Services Agreement and Material Testing for Construction Season 2025 (C-135-2024)

Location: City of South Lake Tahoe Construction Projects

Responsible Staff Member: Stephen Anderjack, Project Manager, 530-721-1102

Background:

Black Eagle Consulting is the current material testing consultant for all of City of South Lake Tahoe Public Works Projects and has been conducting testing under this contract since the start of the 2024 construction season.

Amendment 1 seeks to increases the Black Eagle contract value as the total value of construction work needed has increased under the same scope of work put forth in their prior contract. Black Eagle is already conducting material testing for all Public Works projects with their current contract, which has almost reached the budget ceiling.

The original Request For Proposals (RFP) advertised all of the current projects that Black Eagle is working on. No additional projects are being added to the scope of work. This amendment is needed In order to prevent a gap in material testing services during the 2025 construction season. Material testing is a typical part of construction and is needed to confirm the appropriate materials are being used in City projects. It is also a reimbursement requirement for our federally funded projects, so if there is a gap in material testing, the City may not be eligible for federal reimbursement. A new RFP for material testing services is currently advertised on Planet Bids and the Public Works Department is planning to present the award of this contract to City Council on September 23rd. Once the new material testing PSA is in place, all material testing services will be transferred to the new PSA.

No extra funding is required for this amendment as the money is already allocated to each project but cannot be used because of the current Black Eagle Consulting contract limits. The contract end date will remain December 31, 2025.

Issue and Discussion:

The budget for material testing within the original contact is approaching its not-to-exceed value. The funding for material testing comes from each project's budget. No additional funding is being requested. This Amendment 1 (C-XXX-2025) valued at $150,000 will allow for material testing to continue for the duration of the 2025 construction season. This will bring the total contract value to $355,000.

Financial Implications:

No financial implications from this Amendment 1 to Black Eagle Consulting PSA as the funding for this amendment will come from project specific sources.

Environmental Considerations:

This action is exempt from review under California Environmental Quality Act ("CEQA") Guidelines section 15306 (Information Collection).

Policy Implications:

This Amendment 1 relates to Strategic Priority 5.5 "Increase annual repair through innovative maintenance and rehab program" as this amendment will allow for materials testing on Public Works construction project.

AMENDMENT 1 (C-XXX-2025) TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement entered into on June 18, 2024, between the City of South Lake Tahoe, a municipal corporation ("CITY") and Black Eagle Consulting. ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement (C-135-2024) are hereby amended to read as follows:

Section 2 is hereby repealed in its entirety and replaced with the following language:

> Section 2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than December 31, 2025. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by December 31, 2025 shall constitute a material breach of this Agreement as amended.

Section 3 is hereby repealed in its entirety and replaced with the following language:

> Section 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Black Eagle Consulting PSA (C-135-2024). An additional amount of $150,000.00 is authorized under this amendment. In no event shall Consultant compensation for work completed under this Agreement exceed the sum of the original contract amount of $205,000.00 plus the additional fee of $150,000.00 (Amendment No. 1) for an amended total fee of $ 355,000.00 without authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

Exhibit B (Schedule of Charges) is hereby repealed in its entirety and replaced with the following language:

1. Inspection Services:	
Weekly Inspector Rate (All Inclusive)	$6,400.00 per week
Hourly Rate (if authorized in writing):	$160.00/hour
Travel and out-of-pocket expenses (included in Weekly rate)	
Total for Inspection Services:	Total Not to Exceed $96,000

2. Materials Testing:	
On time and materials per the Rate Sheet in the Proposal for not to exceed amount:	Total Not to Exceed: $240,000
3. Constructability Reviews	
On time and materials at $160/hour, per the Rate Sheet in the Proposal for not to exceed amount:	Total Not to Exceed: $19,000
GRAND TOTAL (not to exceed)	Total Not to Exceed: $355,000

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE

By: _____
Cody Bass, Mayor Pro Tem

CONSULTANT

By: _____
Shaun Smith, P.E., LEED AP
Regional Vice President
Black Eagle Consulting

Business License # 321632

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 18th day of June 2024, by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Black Eagle Consulting (Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue until December 31, 2025.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $205,000 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Separate invoices shall be submitted for the Inspection Services and for each project for materials testing and constructability reviews. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.

   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: Black Eagle Consulting, Inc.
Shaun Smith, PE
4010 Technology Way, Suite D
Carson City, NV 89706

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the

subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

   i. The dangers of drug abuse in the workplace;
   ii. The person's or organization's policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation and employee assistance program; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

   i. Will receive a copy of the Consultant's drug-free policy statement; and
   ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By Cody Bass (Jun 26, 2024 12:05 PDT)
Cody Bass, Mayor

Date 06/26/2024

CONSULTANT: Black Eagle Consulting

By Shaun C. Smith
Shaun Smith, P.E., LEED AP
Reginal Vice President

Date 07/08/2024

Business License 321632

APPROVED AS TO FORM:

By Heather Stroud (Jun 21, 2024 14:47 PDT)
Heather Stroud, City Attorney

Date 06/21/2024

ATTEST:

By Susan Blankenship (Jun 21, 2024 13:03 PDT)
Susan Blankenship, City Clerk

Date 06/21/2024

Attachments:
Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification
Exhibit D – Certificate of Insurance

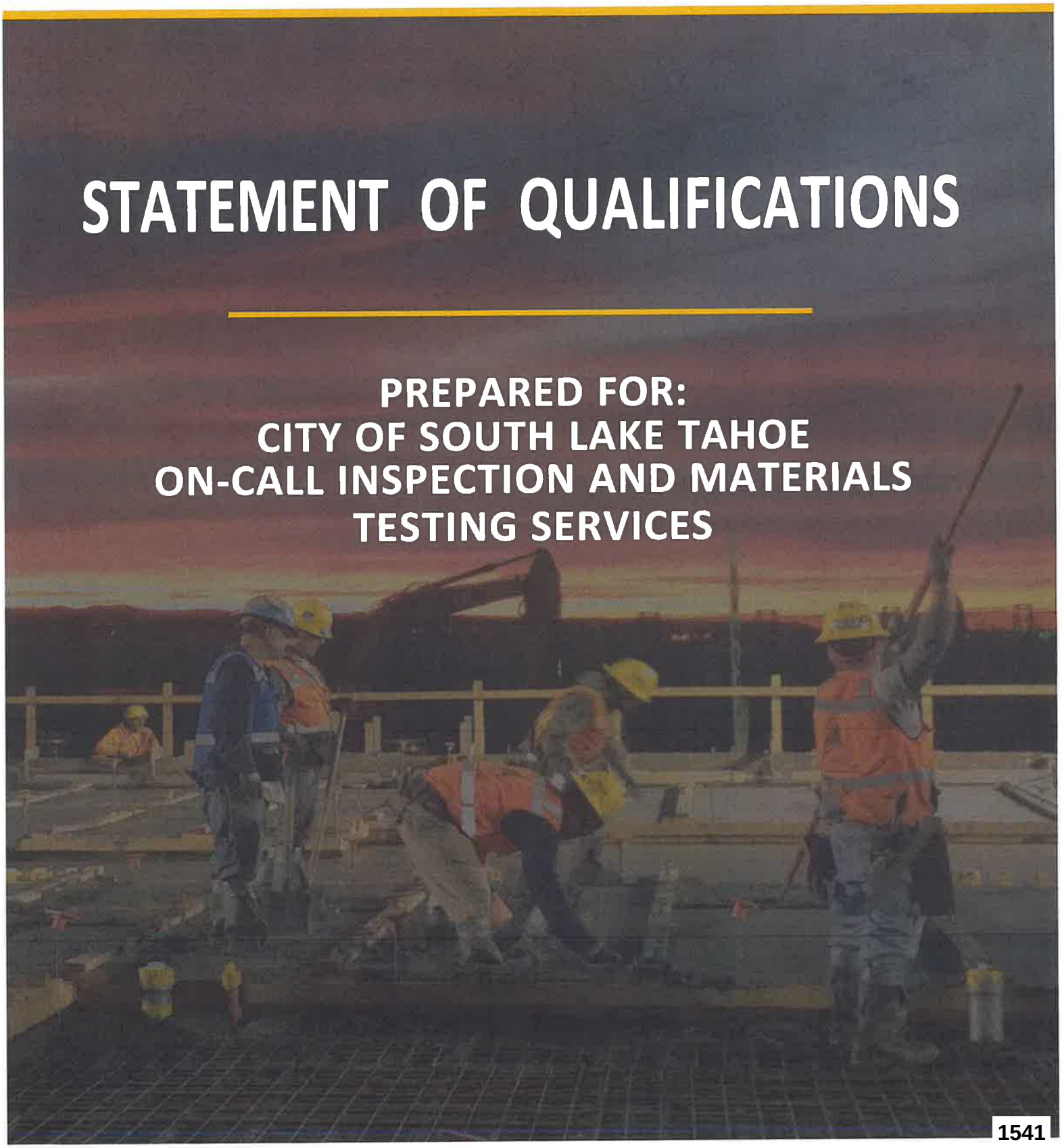
EXHIBIT A

SCOPE OF SERVICES

Black Eagle Consulting
An RMA Company

STATEMENT OF QUALIFICATIONS

PREPARED FOR:
CITY OF SOUTH LAKE TAHOE
ON-CALL INSPECTION AND MATERIALS TESTING SERVICES



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F | PROJECT BUDGET

G | DESCRIPTION OF RECENT PROJECTS/REFERENCES

ATTACHMENTS

A. COVER LETTER

Black Eagle Consulting
An RMA Company
3839 North Carson Street, Suite 101
Carson City, NV 89706
blackeagleconsulting.com
775.222.0080

May 24, 2024

Mr. Anush Nejad, P.E.
Director of Public Works
City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150

RE: REQUEST FOR PROPOSALS, ON-CALL INSPECTION AND MATERIALS TESTING 2024-2025

Dear City of South Lake Tahoe Selection Committee:

As Regional Vice President of Black Eagle Consulting, LLC (BEC), an RMA Company, I'm pleased to submit the following Statement of Qualifications (SOQ) to provide inspection, materials testing, and constructibility review services. **For more than 27 years, BEC has provided unmatched geotechnical engineering, materials testing and inspection services to the Lake Tahoe Basin, Northern California** and our northern Nevada community. We have a long-standing history working in the Tahoe Basin and look forward to partnering with the City of South Lake to lead this community through a long history of successful projects. Our company is dedicated to our core values: Quality - Integrity - Accountability. These words create the foundation for all of the services that we provide.

QUALITY: A HIGH LEVEL OF VALUE AND DEGREE OF EXCELLENCE.

At BEC, quality is achieved by providing experienced and certified personnel to our clients. Each design/construction project is made up of multiple complex phases. We carefully review the project schedule, break down each phase, and assign the most qualified individuals to each critical path item. As you review our resumes of key personnel, you will see our unmatched depth and breadth of qualifications.

INTEGRITY: FIRM ADHERENCE TO A CODE.

In the specialized world of construction inspection and materials testing, integrity is imperative. Owners, operators, architects, engineers, and contractors rely on us to provide an unbiased interpretation of site conditions, construction materials, and project specifications. Our job is to verify, document, and communicate construction activities and code compliance. We stand by our long history of providing these services with integrity at the forefront of our processes.

ACCOUNTABILITY: AN OBLIGATION OR WILLINGNESS TO ACCEPT RESPONSIBILITY FOR ONE'S ACTIONS.

As individual members of a larger team, BEC understands the importance of accountability. We strive to provide responsible, accurate and reliable services to our clients. However, in the unlikely event that an unacceptable action or error occurs, we will accept responsibility and do our best to quickly resolve the situation.

As a company, we are extremely interested in continuing our relationship with the City on upcoming construction projects. We are committed to supporting the City Engineering Department's vision of "safeguarding life, health, property, and public welfare through review, design, bid, and construction of public improvement projects." Our goal is to provide the requested on-call materials testing and construction inspection services necessary tosuccessfully deliver outstanding projects on time and on budget. The City has been a fantastic partner throughout our 27-year history; we enjoy working with the public works team to help produce a safe and sustainable City. The Proposal shall remain valid for a period of not less than 120 calendar days from the date of submittal.

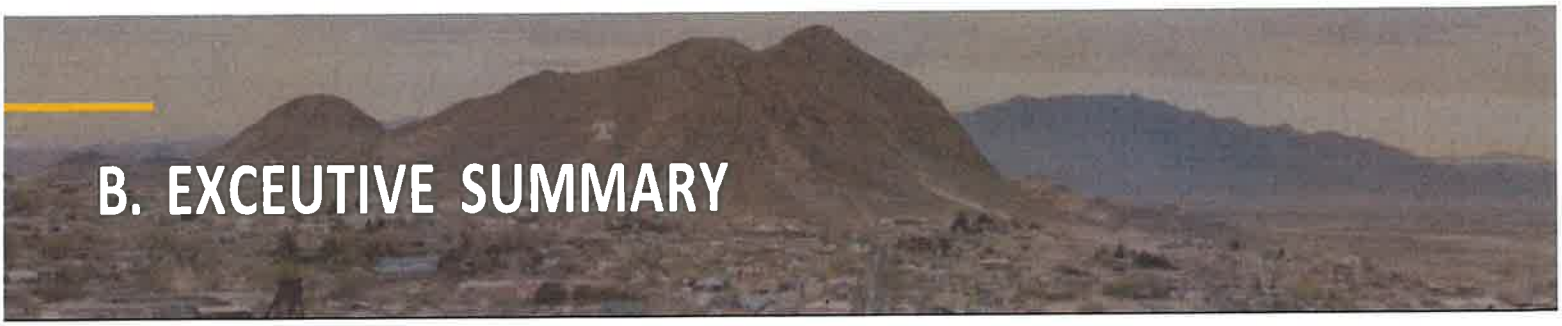
Sincerely,

Shaun A. Smith

Shaun A. Smith, P.E., LEED AP
Regional Vice President
Black Eagle Consulting, LLC

3839 North Carson Street, Suite 101
Carson City, NV 89706
Cell: 775.843.6755

B. EXECUTIVE SUMMARY



B. EXCEUTIVE SUMMARY

Black Eagle Consulting, LLC

BEC is looking forward to leading the City of South Lake Tahoe's 2024-2025 on-call inspection and materials testing services. These services fit our company mission to "Apply our expertise in geotechnical engineering and construction services to support our clients' projects while enriching the development of our community."

Local Experience

Our 27-year history in the region and our recent project experience with the City of South Lake Tahoe and other local public agencies makes BEC the clear choice. Due to our ongoing work with the City, BEC is intimately familiar with all local regulations and sister agency requirements. We understand that our inspectors are an extension of the City of South Lake Tahoe and they will work closely with the City and the public to compassionately resolve concerns that arise during construction activities.

Our recent experience includes but is not limited to:

- 2022 TO 2024 CITY OF SOUTH LAKE TAHOE ON-CALL, SOUTH LAKE TAHOE ROAD REHABILITATION
- YOSEMITE NATIONAL PARK, REPAIRS ON WAWONA ROAD
- CA FLAP NEC 40(1) DONNER PASS ROAD
- FLINT ROAD RECONSTRUCTION
- SOUTH CARSON COMPLETE STREETS PROJECT
- TAHOE CITY SIDEWALK AND BIKE TRAIL
- EAST LONG STREET 2021 PAVEMENT RECONSTRUCTION

Experienced Team

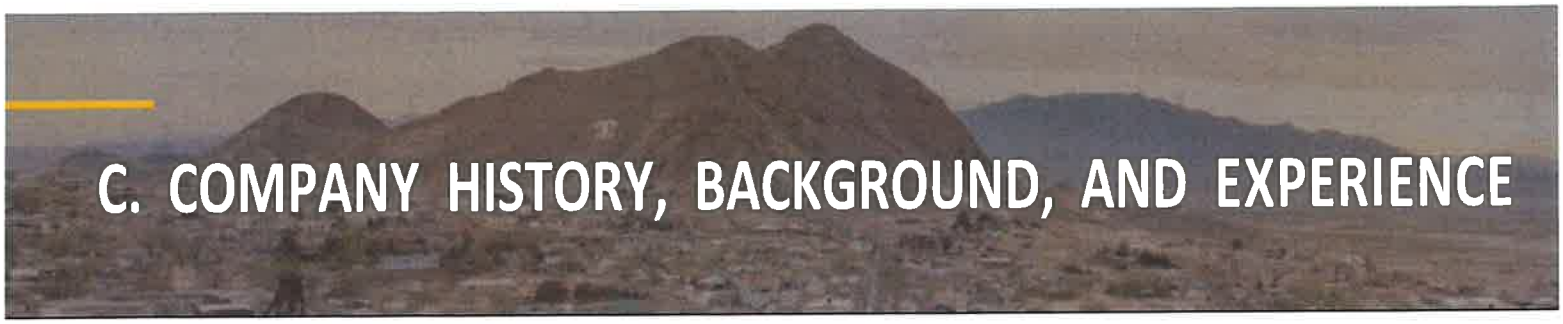
Similar to the projects listed above, our team fully understands the scope of this assignment. BEC will provide, at a minimum, one fully qualified and certified project inspector who will coordinate daily with the on-site contractors, materials testers, and the City Engineer's representative. Our inspector(s) will be dedicated full-time to this assignment and will be on-site to prepare daily field reports related to multiple ongoing construction projects. Inspection services include, but are not limited to, construction progress coordination, materials testing coordination, review of contractors' requests for information (RFIs), and review of construction change orders (CCOs).

In addition to construction inspection, BEC will also provide on-call materials testing and constructability review services, as requested. Our local in-house California Professional Engineer (PE), Shaun Smith, has 27 years of civil design and construction management experience and is available as needed for constructability and project fee estimate reviews. Shaun will also be supported by Tyler Hough, Quality Control Division Manager; Lindsey Smith, PE, Laboratory Manager; Richard Machado, Project Inspector/Project Manager; and Damian Branco, Construction Inspector.

All of these services dovetail nicely into our existing contract with the City to provide materials testing services for the 2024-2025 construction seasons. To deliver consistency and efficiency, our on-site inspector will coordinate with the City's Designated Representative to synchronize all additional materials testing and constructability review assignments.

BEC has the expertise, ability, and available senior staff to provide all the construction inspection, materials testing, and constructability review services required for this project. Our team is eager to begin work!

C. COMPANY HISTORY, BACKGROUND, AND EXPERIENCE



C. COMPANY HISTORY, BACKGROUND, AND EXPERIENCE

BLACK EAGLE CONSULTING, LLC an RMA COMPANY

BEC is a Nevada firm that has **two offices located at 1345 Capital Boulevard, Suite A, Reno, Nevada 89502, and 3839 North Carson Street, Suite 101, Carson City, Nevada 89706. BEC Materials Testing Lab is 10 minutes from the project site.** BEC provides geotechnical engineering, laboratory materials testing, and construction inspection/testing services to Northern Nevada and Eastern California communities. In February 2024, BEC was acquired by RMA Companies, a national provider of geotechnical and special inspections consulting services with similar values and a strong mission to provide best-in-class services.

BEC provides on-site sampling/testing and in-house laboratory materials testing. In October 1997, our founders launched BEC with a desire to establish and grow long-term client relationships based on Quality – Integrity – Accountability. These guiding principles, coupled with our strong technical and construction background, assure that BEC's design and construction services are practical and cost-effective while guaranteeing quality and project performance. Over our **27-year history,** we have developed an experienced, detail-oriented team able to provide our clients with an excellent standard of technical ability and professional service. Our key personnel have worked together as a team for many years. **Our staff presently consists of 57 highly qualified and certified employees, including civil engineers, geologists, inspectors, laboratory technicians and field material technicians.** All employees live locally, report daily to our respective offices, and are immediately available to provide services. We are well versed in all geotechnical and materials aspects of geotechnical design, construction inspection, and materials testing for street rehabilitation, public buildings and public and private infrastructure projects.

Because BEC maintains such a diverse staff, we are very flexible with respect to the types of services we can provide. BEC can provide any of the following in-house services individually or as a package, depending on project requirements: Construction inspection and testing, including International Code Council (ICC) and non-destructive examination inspections; materials engineering and testing; geotechnical/geological and construction engineering consultation.

Our quality control project managers, engineers and field testers have extensive knowledge of the City's Design and Construction Standards, Standard Specifications for Public Works Construction ("Orange Book"), and International Building Code (IBC) 1704 Special Inspection requirements. We can provide thorough and timely review of concrete and asphalt mix designs, construction material submittals, laboratory data and project-specific geotechnical reports. Our inspection and testing staff is available 24 hours a day, 7 days a week to ensure that projects are constructed under optimum conditions (i.e., low traffic times) to help them remain on schedule and on budget.

Our staff includes personnel with vast experience in materials engineering and testing. BEC has complete soils, concrete, and asphalt concrete testing laboratories in Reno and Carson City as well as three mobile labs. Our testing laboratories maintain state-of-the-art equipment and full certification through American Association of State Highway Transportation Officials (AASHTO) Resource for all testing required. All materials sampling will be performed by Nevada Alliance for Quality Transportation Construction (NAQTC) and American Concrete Institute (ACI)-certified staff members who are well-versed in proper sampling techniques. All sampling is done in strict accordance with applicable American Society for Testing and Materials (ASTM), the Nevada Department of Transportation (NDOT) Standard Specification for Road and Bridge Construction (Silver Book), Standard Specifications for Public Works Construction (Orange Book), ACI and NAQTC standards.

C. COMPANY HISTORY, BACKGROUND, AND EXPERIENCE

FIRM INFORMATION

BEC is part of a diverse set of consulting engineering firms that offer services in construction materials engineering, laboratory materials testing and certification, construction inspection and quality management, environmental consulting, engineering geology, and geotechnical engineering. Our passion for high-end service drives constant innovation and investment in developing world-class lab facilities and interactive management technologies.

We serve from our 40-plus offices located in 16 states and are ranked on ENR's Top 500 list alongside the nation's top firms. The competitive spirit that lives in every member of our team ensures that we consistently deliver our best results through high-quality technical expertise and devotedly responsive interactions with our clients. We pride ourselves on our proactive solutions and attentive communication in every projec

Over the course of our history, BEC has developed long-standing positive relationships with the agencies and firms we interact with, establishing clear lines of communication and complete team integration. We act as an extension of our clients' staff and are fully invested in the successful outcome of their projects. Our clients trust us to act in their best interest by providing superior levels of quality with strict adherence to their budgets and schedules.

With a 60+ year history, BEC and the RMA Companies have a passion for high-end services, constant innovation, and investment in developing world-class laboratory facilities and interactive management technologies. Each member of our staff is committed to service, innovation, and the success of our clients.

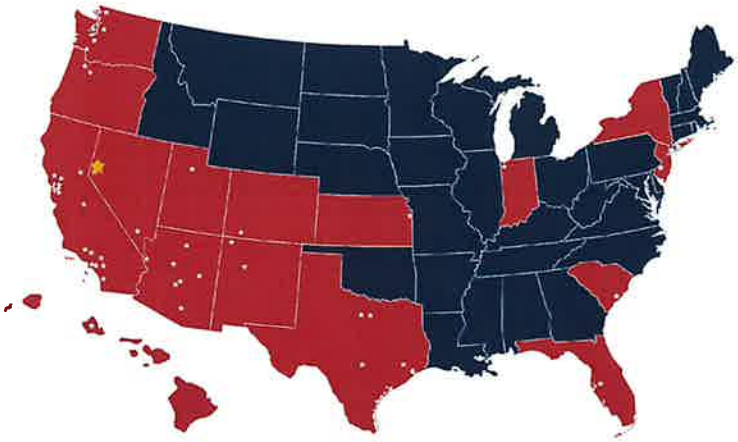
Today, we have grown to employ nearly 1,500 of the industry's brightest engineers, geologists, technicians, inspectors, and construction professionals. BEC has the capacity to undertake the project and services for the City of South Lake Tahoe in conformity with the requirements of the RFP.

1
STATES

40+
OFFICES

1,500
EMPLOYEES

And we're still growing!



★ ***BLACK EAGLE CONSULTING RENO, NV OFFICE LOCATION***

C. COMPANY HISTORY, BACKGROUND, AND EXPERIENCE

For this specific project, we will focus on the services required, which is special inspection and include our materials testing in case the lab is needed during the course of the project.

SPECIAL INSPECTION

Our special inspection personnel rely on a substantial amount of project experience and certifications that allow BEC to provide these services on literally any type of construction project. Our inspectors maintain ACI, NAQTC, and ICC certifications for each available category as well as American Welding Society (AWS), and American Society for Nondestructive Testing (ASNT) certifications. Each Level II inspector has in excess of 40 hours of classroom training and 1,900 hours of field experience, as required by ASNT and BEC's NDT Procedures Manual. Our professionals are certified in ultrasonic testing (UT), radiographic testing (RT), magnetic particle testing (MT), and dye penetrant testing (PT). BEC has a comprehensive and rigorous NDT training and certification program that is administered by our retained Level III certified inspector. We have the most comprehensive and respected inspection and testing qualifications in the region. This combination of technical expertise and construction experience allows BEC to provide construction inspection services with a practical view and great attention to technical detail. The result is a project that is constructed per plans and specifications, on time and in budget, and most importantly, that will perform as intended.

Our technicians/inspectors are well-versed in all facets of construction, from simple roadways to highly technical buildings and bridge structures. BEC personnel are familiar with local contractors, various materials plants, and construction materials. They also possess vast knowledge of general construction methods practiced in northern Nevada and construction specifications outlined by the IBC, the Orange Book, NDOT, and Caltrans. Our construction inspection capabilities include:

- ✓ Inspection, testing, and sampling of construction materials, including native subgrade, structural fill, sub-base, aggregate base, pipe bedding, structural backfill, Portland cement concrete (PCC), post-tension slabs, PCC pavement (PCCP), asphalt concrete, grout, mortar and other construction materials by NAQTC-certified testers/inspectors.
- ✓ Field inspection and sampling of PCC and PCCP for mix design verification to include slump, air content, mix and ambient temperatures, unit weight, yield, casting of concrete beams for flexural strength, and concrete cylinders for compressive strength testing by ACI-certified technicians.
- ✓ Field sampling and observation of asphalt paving operations, including pre-paving check of the planned paving surface, verification of lay down temperatures and mat thickness, nuclear density testing to establish rolling patterns, sampling of hot-mix for laboratory testing, and coring of pavement to check in-place thickness, compaction, and air voids (mix design verification).
- ✓ Inspection, testing and sampling of construction materials from source plants and hot-plant calibration.
- ✓ Special inspection by ICC, AWS, Certified Welding Inspector (CWI) and ASNT certified inspectors with capabilities of inspecting reinforced concrete, pre- and post-tensioned concrete, reinforced masonry, field and shop structural steel and welding (UT and RT), high-strength bolting, anchor proof load testing, fireproofing, fire resistive penetration, roofing, seismic nailing, seismic restraints, residential/commercial building inspection and floor flatness/floor levelness (FF/FL).
- ✓ Non-destructive testing and inspection including UT, MT, PT, and radiographic (x-ray) inspection.
- ✓ Review and approval of contractor pay estimates.
- ✓ Inspection of dedicated improvements to ensure conformance with project drawings and specifications as well as NDOT, Orange Book and Douglas County specifications.
- ✓ Project documentation, including daily inspection reports, applicable testing reports, quantity calculations, and punch list items.

MATERIALS TESTING

Our laboratory and field materials technicians maintain Nevada Alliance for Quality Transportation Construction (NAQTC) and American Concrete Institute (ACI) certifications. BEC has complete soils, concrete, and asphalt concrete testing laboratories in Reno, Nevada, and Carson City, Nevada, and we can also equip mobile laboratories for remote sites. Our testing laboratory maintains state-of-the-art testing equipment, including an asphalt ignition furnace, kneading compactor (R-Value), Direct Shear machine, etc., and accredited certification through the American Association of State Highway Transportation Officials (AASHTO), Materials Reference Laboratory (AMRL), California Department of Transportation (Caltrans), and the Cement and Concrete Reference Laboratory (CCRL). Our laboratory and field technicians possess a thorough understanding of the Standard Specifications for Public Works Construction (SSPWC or the Orange Book), the American Society for Testing and Materials (ASTM), AASHTO, and Nevada Department of Transportation (NDOT) testing policies and procedures.

BEC has performed special inspection services on some of the largest projects constructed in northern Nevada, including the I-580 Freeway, Tesla Gigafactory, Switch Tahoe-Reno Citadel Campus, Google Data Center Campus, multiple University of Nevada, Reno (UNR) and State Public Works Division (SPWD) projects, and numerous casino and event center developments.

BEC prides itself on being able to provide accurate laboratory test results in a timely manner to allow construction to proceed uninterrupted.

COMPREHENSIVE LABORATORY CAPABILITIES

BEC maintains the most comprehensive laboratory resources available. Our laboratories have sample receiving areas and are equipped with moist curing rooms, fume hoods, compressed air, deionized water, and other general utilities required for certified facilities.

Our moist curing rooms are walk-in storage units with controlled temperature and relative humidity. Our asphalt laboratories are at the cutting edge of the latest technologies performing mix design tests utilizing the Gyratory compactor and rut testing of asphalt mixes utilizing the Hamburg wheel tracking device.

Our universal tension / compression machines run from 60k pounds to 600k pounds and are fully instrumented and equipped to test up to a number 18 reinforcing steel bars. Our laboratories are ISO 17025 accredited and approved to test mechanical couplers, and welded splices and hoops for columns used in construction.

All of our laboratories comply with the requirements for laboratory facilities detailed in ASTM E-329 and are inspected bi-annually by the Cement and Concrete Reference Laboratory (CCRL) and the American Association of State Highway and Transportation Officials Materials Reference Laboratory (AMRL) of the National Bureau of Standards.

BEC actively participates in the Reference Sample Program (RSP) offered by the CCRL, the AMRL, and Caltrans. The Reference Sample Program (RSP) is an integral part of 23 CFR 637 B and evaluates laboratory equipment, testing practices, technician competence, and the accuracy and reproducibility of test results using reference or control samples. To maintain Caltrans accreditation, laboratories must participate in all RSP rounds involving a test method they actively carry accreditation for. Our certified testing laboratories are also recognized as a soils and physical materials testing agency by additional agencies:

- AASHTO
- CCRL
- FAA
- USACE
- DSA
- CRRC
- ISO
- AAP
- A2LA
- AAMA
- ASTM
- OSHPD/HCAI
- Various DOTs
- and many more.

MOBILE LABORATORIES

In addition to our permanent and satellite laboratory facilities, BEC owns a fleet of 15 self-sufficient and customizable mobile laboratories. They operate autonomously with internal power and water, allowing them to be relocated to different project sites throughout the duration of a project, maximizing their efficiency. These self-sufficient units are like mobile workhorses, ready to tackle construction challenges wherever they're needed. These customizable laboratories can be fully staffed and equipped with all the necessary amenities to support any project. This can include computers with Wi-Fi capability, scanners, telephones, and any additional office equipment as needed. These labs can provide on-site concrete testing as well as sieve analysis, compaction testing of concrete and structural strength tests.

SHAUN SMITH P.E., LEED AP

PRINCIPAL-IN-CHARGE/PROJECT ENGINEER

BIO

Mr. Smith is a Civil Engineer with over 27 years of design and construction project management experience in northern Nevada. His background and previous work experience include civil engineering design, project management and business development. Mr. Smith has a wealth of design knowledge in working with both public and private sector clients. Mr. Smith is a licensed professional engineer in Nevada and California, and in 2007 he was recognized as the American Society of Civil Engineers, Truckee Meadows Branch, Young Engineer of the Year. Mr. Smith is an active member of the American Society of Civil Engineers, American Public Works Association and the Associated General Contractors of America. As Regional Vice President, it is his responsibility to assure that projects are completed on time, within budget, and to the highest quality and accuracy standards.

EDUCATION

B.S., Engineering Science

REGISTRATIONS/CERTIFICATIONS

P.E., Civil, Nevada, No. 015819
P.E., Civil, California, No. 71219
LEED Accredited Professional

YEARS WITH BEC

9 years

RELEVANT EXPERIENCE

- City of Reno On-CAll, Reno, NV
- City of Sparks On-Call, Sparks, NV
- City of South Lake Tahoe On-Call, South Lake Tahoe, NV
- State Public Works Division On-Call, NV
- Carson City Highway 50 East Water Main, Carson City, NV
- Carson City Production Well Emergency Generators, Carson City, NV
- Carson City Long Street Reconstruction, Carson City, NV
- Carson City Animal Shelter, Carson City, NV
- Carson City Downtown Streetscape, Carson City, NV
- City of Reno Lakeside Drive Sanitary Sewer Main Replacement, Reno, NV
- City of Reno Montello-Carville Neighborhood Street and Sewer & Water Rehabilitation 2011, Reno, NV
- City of Reno Sanitary Sewer & Water Rehabilitation 2009 & 2013, Reno, NV
- City of Sparks 2019 FY19 Unit 2
- City of Sparks 2020 Street Rehabilitation Unit 3
- City of Sparks 5 Ridges
- City of Sparks La Posada Drive Roundabout and Roadway Improvement
- City of Sparks Silverton Shores Park
- MUSTANG STY 1, Storey County, NV
- NDOT Carson City Freeway 2B-3, Carson City, NV
- NDOT Contract 3745 (Highway 50 Expansion Dayton to Silver Springs), Lyon County, NV
- NDOT USA Parkway, Storey County, NV
- RTC 4th Street Station Transit Center, Reno, NV
- RTC Centennial Plaza Transit Center, Sparks, NV
- RTC Lakeside Drive/Manzanita Lane Street Reconstruction, Reno, NV
- RTC Pyramid/McCarran Intersection Reconstruction Project, Sparks, NV

RICHARD MACHADO

PROJECT INSPECTOR/PROJECT MANAGER

BIO

Mr. Machado possesses over 11 years of construction experience, with 6 years of inspection and testing experience. Mr. Machado is proficient in sampling and testing soils, PCC, and asphalt concrete, inspecting roadway projects for conformance with project specifications; and developing and completing punch-list items near the end of construction. Additionally, Mr. Machado's duties include working in the laboratory performing materials testing of aggregates, soils, concrete, and asphalt concrete. As a Project Manager, Mr. Machado is responsible for coordinating projects to include attending Preconstruction Meetings as well as post-construction documentation.

EDUCATION

A.A., General Education

REGISTRATIONS/CERTIFICATIONS

ICC Special Inspector: 8915783
Prestressed Concrete
Reinforced Concrete
Structural Masonry
Structural Steel and Bolting
ACI Concrete Field-Testing Technician
Grade 1, No. 01367419
NAQTC No. NV002060
Sampling and Density
Aggregates
Asphalt
Nuclear Density Gauge Certified
Mine Safety and Health
Administration
OSHA, 10-Hour

YEARS WITH BEC

6 years

RELEVANT EXPERIENCE

- City of Reno On-CAll, Reno, NV
- City of Sparks On-Call, Sparks, NV
- City of South Lake Tahoe On-Call, South Lake Tahoe, NV
- State Public Works Division On-Call, NV
- Tesla, Storey County, NV
- Switch SUPERNAP Data Center, Storey County, NV
- MUSTANG STY 1 (Google), Storey County, NV
- Carson City Downtown Streetscape, Carson City, NV
- East Long Street 2021 Pavement Reconstruction, Carson City, NV
- LogistiCenter 395, Reno, NV
- Longley Commerce Center, Reno, NV
- NDOT Cave Rock Tunnel Rehab, Douglas County, NV
- NDOT Contract 3585, Carson City Freeway Phase 2B-3 from Fairview Drive to South Carson Street, Carson City, NV
- NDOT Incline Village to Sand Harbor Bike Path Improvements, Washoe County, NV
- Plymouth Drive Road Reconstruction, Douglas County, NV
- Reno-Tahoe International Airport Runway 16L-34R; Reno, NV
- Roundhill Pines Resort Redevelopment Phase 2, Zephyr Cove, NV
- SouthEast Connector, Phase 1 & 2, RTC of Washoe County, Reno, NV
- Tesla Gigafactory, Storey County, NV
- The Preserve, Carson City, NV
- USA Parkway Extension, Lyon County/Storey County, NV
- WCSD Nick Poulakidas Elementary School, Reno, NV
- WCSD Rio Wrangler Elementary School, Reno, NV
- WCSD Sky Ranch Middle School, Sparks, NV

TYLER HOUGH

QUALITY CONTROL DIVISION MANAGER

BIO

Mr. Hough has over 21 years of construction inspection and testing experience, mainly on large infrastructure projects such as RTC, Storey County Industrial Center, and NDOT. Mr. Hough is proficient in the following: sampling and testing soils, PCC, and asphalt concrete; inspecting roadway projects for conformance with project specifications; and executing punch-list items near the end of construction. Additionally, Mr. Hough's responsibilities include project management, reviewing and approving field technicians' daily field reports, preparing cost estimates for clients, and ensuring accurate invoicing to clients. Mr. Hough oversees the laboratory's process and procedure to perform materials testing of aggregates, soils, concrete, and asphalt concrete and distribution of information to clients.

EDUCATION

Pioneer High School

REGISTRATIONS/CERTIFICATIONS

ICC Special Inspector: 8373540
Firestopping
Prestressed Concrete
Reinforced Concrete
Residential Energy Inspector
Soils Special
Spray Applied Fire Proofing
Structural Masonry
Structural Steel and Bolting
ACI No. 01029379
Concrete Field-Testing Technician
Grade 1
Concrete Strength Testing
NAQTC No. NV000521
Sampling and Density
Aggregates
Asphalt
MSHA
Nuclear Density Gauge Certified
OSHA, 10- Hour and 30-Hour

YEARS WITH BEC

11 years

RELEVANT EXPERIENCE

- City of Reno On-CAll, Reno, NV
- City of Sparks On-Call, Sparks, NV
- City of South Lake Tahoe On-Call, South Lake Tahoe, NV
- State Public Works Division On-Call, NV
- Carson City Airport Rehabilitation, Carson City, NV
- Carson City Animal Shelter, Carson City, NV
- Carson City Downtown Streetscape, Carson City, NV
- Carson City Highway 50 East Water Main, Carson City, NV
- Carson City Long Street Reconstruction, Carson City, NV
- Carson City Production Well Emergency Generators, Carson City, NV
- Carson City South Carson Complete Streets Project, Carson City, NV
- FedEx Distribution Facility, Storey County, Nevada
- Fulcrum Bio-Energy Processing Facility, Storey County, Nevada
- Gateway Commerce Warehouse, Storey County, Nevada
- Milan Drive Industrial Center, Storey County, Nevada
- Mustang Industrial SPEC Building, Storey County, Nevada
- MUSTANG STY 1 (Google), Storey County, Nevada
- NDOT No. 3164, Mustang/Wadsworth/Pyramid Interchange, Fernley, Washoe, Lyon, Churchill Co., NV
- NDOT No. 3194, US 395 3.14 Miles North of Leviathan Mine Road to Waterloo Lane, Douglas Co., NV
- NDOT No. 3221, SR88, Woodfords Rd, Nevada\California Stateline to Mackland Drive, Douglas Co., NV
- NDOT Contract 3327, Carson City Freeway Phase 2A
- NDOT Contract 3745, Highway 50 Phase 2 Widening, Lyon County, NV

LINDSEY SMITH P.E.

LABORATORY MANAGER

BIO

Ms. Smith is a project engineer in our geotechnical engineering division, and she manages the materials testing laboratory at BEC. As a project engineer, she is responsible for the management of geotechnical engineering projects, including engineering analysis and report writing. As laboratory manager, she is responsible for coordination, data review, and report generation of the laboratory materials testing operations. Ms. Smith is also responsible for training of laboratory personnel, maintaining calibration records for all laboratory equipment, and maintaining laboratory accreditations with NDOT, AASHTO, AMRL, CCRL, and the U.S. Army Corps of Engineers.

EDUCATION

B.S., Civil Engineering

Master of Business Administration

REGISTRATIONS/CERTIFICATIONS

P.E., Civil, Nevada, No. 027759
P.E., Civil, Oregon, No. 100244PE
ACI Concrete Strength Testing Technician No. 01385171
NAQTC No. NV001930
Aggregates
Asphalt Extended
Nuclear Density Gauge Certified
Radiation Safety Officer
OSHA, 30-Hour

YEARS WITH BEC

11 years

RELEVANT EXPERIENCE

- City of Reno On-CAll, Reno, NV
- City of Sparks On-Call, Sparks, NV
- City of South Lake Tahoe On-Call, South Lake Tahoe, NV
- State Public Works Division On-Call, NV
- TMWRF Polymer Storage Building, Reno, NV
- TMWA Spring Creek Well 7 Recharge Improvements, Reno, NV
- Carson City Animal Shelter, Carson City, NV
- Carson City Downtown Streetscape, Carson City, NV
- Carson City Hwy 50 East Water Main, Carson City, NV
- Carson City Long Street Reconstruction, Carson City, NV
- Carson City Production Well Emergency Generators, Carson City, NV
- City of Reno Virginia Street Bridge
- City of Sparks 2019 FY 19 Unit 2
- City of Sparks 2020 Streets Rehab. Unit 3
- City of Sparks El Rancho Sewer Improvement
- City of Sparks Kiley Ranch Phase 6
- City of Sparks La Posada Drive Roundabout and Roadway Improvements
- City of Sparks Stonebrook Subdivision
- City of Sparks Wingfield Hills Road at Kiley Ranch
- NDOT Spaghetti Bowl Xpress, Reno, NV
- RTC 2019 Reno Consolidated 19-01, Reno, NV
- RTC 2019 Sparks Consolidated 19-01, Sparks, NV
- RTC Lemmon Drive Capacity Improvements & DDI Projects, Reno, NV
- RTC Southeast Connector, Phase II; Reno, NV
- RTC Street Rehabilitation, Reno & Sparks, NV
- Tesla Gigafactory, Storey County, NV

DAMIAN BRANCO

CONSTRUCTION INSPECTOR

BIO

Mr. Branco is mainly focusing on public infrastructure projects and large private developments. His field experience has helped him pass ICC, ACI and NAQTC testing. Mr. Branco is responsible for field testing and inspection, as well as documentation of work completed. These responsibilities include inspection documentation, and field materials testing of earthwork, utility trench backfill, aggregate base, hot-mix asphalt and PCC placement associated with highway, industrial, and subdivision projects.

EDUCATION

A.S., Project Management

REGISTRATIONS/CERTIFICATIONS

ICC Special Inspector # 10331186
Reinforced Concrete
Structural Steel & Bolting
Spray Applied Fireproofing
ACI Concrete Field-Testing Technician
Grade 1, No. 02247473
NAQTC No. 002837
Sampling and Density
Aggregates
Asphalt
OSHA, 10-Hour

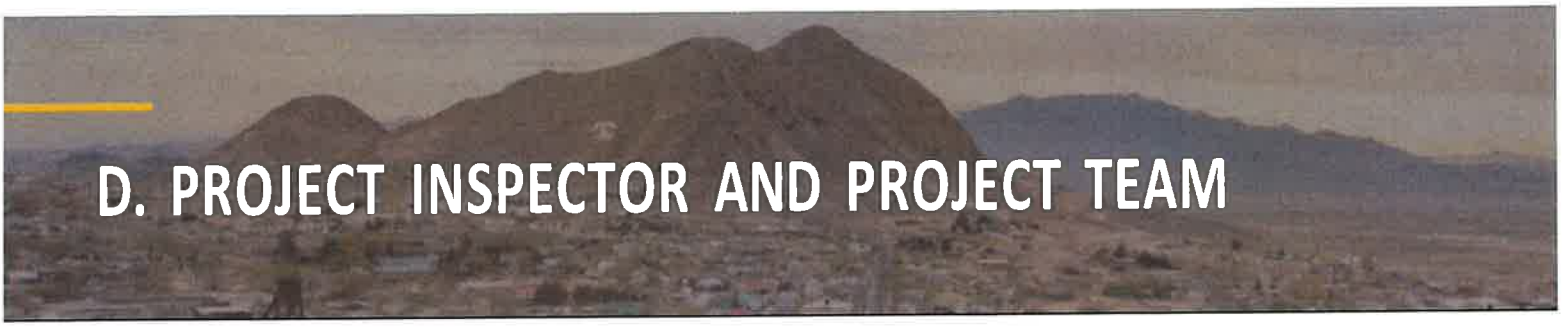
YEARS WITH BEC

<1 year

RELEVANT EXPERIENCE

- City of Reno On-CAll, Reno, NV
- City of Sparks On-Call, Sparks, NV
- City of South Lake Tahoe On-Call, South Lake Tahoe, NV
- State Public Works Division On-Call, NV
- Google, Special Inspector, Storey County, NV
- Tahoe City PUD W. Lake Tahoe Water Treatment Plant, Tahoma, CA
- Redwood Materials, Building 1 TI, Storey County, NV
- ABTC Peru Dr, Ph.2, Storey County, NV
- Nevada Commerce Center, Fernley, NV
- 1400 Electric Ave, Storey County, NV
- Mears Pipeline, various, NV
- Sierra Flats, Phase 2, Bdgs 3 and 4; Carson City, NV
- NDOT Pilot Peak New Solar Array, Lander County, NV
- Mt. Rose & Tahoe Meadows Trail Maintenance, Washoe County, NV
- Aqua Metals TI, Carson City, NV
- Mt. Grant PT Building, Hawthorne, NV
- Dayton RV Boat & Storage, Carson City, NV
- Royal Apartments Carports, Carson City, NV
- Washoe Stewart Subdivision, Carson City, NV
- Waste Management Loading Ramp, Carson City, NV

D. PROJECT INSPECTOR AND PROJECT TEAM



D. PROJECT INSPECTOR AND PROJECT TEAM

BEC has the best team in place to service the City of South Lake Tahoe Public Works Department for the on-call inspection and materials testing services. In addition to being thoroughly familiar with the project from our work performing the geotechnical inspection and report, we have the most experienced and trusted special inspectors. Through the previous on-call contract, our team had developed a strong working relationship with the City. Lastly, we have performed special inspection on many projects that are multi-storied and large, greater than 69,000 sq ft. We have the capacity, experience, and capability to ensure your project gets built to code and goes smoothly.

KEY PERSONNEL

Shaun Smith, P.E., LEED AP - Principal-in-Charge/Project Engineer | Mr. Smith is a civil engineer with 27 years of design, EOR, and project management experience. His background and previous work experience include civil engineering design, project management and inspection/testing. Mr. Smith has a wealth of design knowledge in working with both public and private sector clients. Mr. Smith is an active member of the University of Nevada (UNR) College of Engineering Advisory Board. As President, it is his responsibility to assure that projects are completed on time, within budget, and to the highest quality and accuracy standards.

Rich Machado, NAQTC, ACI - Project Inspector/Project Manager | Mr. Machado possesses over 11 years of construction experience, with 5 years of inspection and testing experience with BEC. Mr. Machado is proficient in sampling and testing soils, PCC, and asphalt concrete; inspecting roadway projects for conformance with project specifications; and developing and completing punch-list items near the end of construction. Additionally, Mr. Machado's duties include working in the laboratory performing materials testing of aggregates, soils, concrete, and asphalt concrete. Mr. Machado is responsible for coordinating projects to include attending preconstruction meetings as well as post-construction documentation.

Tyler Hough, NAQTC, ACI - Quality Control Division Manager | Mr. Hough is the Quality Control Division Manager and has more than 20 years of experience. He holds eight ICC certifications, three NAQTC certifications and an ACI certification. He is responsible for all facets of construction testing and inspection from earthwork through building erection. He is responsible for managing projects to ensure the contract plans, specifications, schedule and budget are being met. He will also be in the field performing the special inspections.

Lindsey Smith, P.E., NAQTC - Laboratory Manager | Ms. Smith possesses a Bachelor of Science in Civil Engineering and a Master of Business Administration from the University of Nevada, Reno. Ms. Smith manages the materials testing laboratory. She is responsible for coordination, data review, and report generation of the laboratory materials testing operations. Ms. Smith is also responsible for training of laboratory personnel, maintaining calibration records for all laboratory equipment, and maintaining laboratory accreditations with NDOT, AASHTO, AMRL, CCRL, and the Army Corp of Engineers. Ms. Smith will be the Laboratory Materials Testing Manager on this project.

Damian Branco - Construction Inspector | Mr. Branco possesses over 3 years of construction experience. Mr. Branco is just 1 semester away from obtaining his bachelor's degree in construction management from Western Nevada College. Mr. Branco is proficient in sampling and testing soils, PCC, and asphalt concrete; inspecting roadway projects for conformance with project specifications; and keeping accurate and complete document control. Additionally, Mr. Branco's duties include working in the laboratory performing materials testing of aggregates, soils, concrete, and asphalt concrete.

E. SCOPE OF WORK/IMPLEMENTATION

E. SCOPE OF WORK/IMPLEMENTATION

Upon awarded completion this project our first step would be to call a meeting with the City of South Lake Tahoe, full-time site inspector, materials tester(s) and our in-house California registered professional engineer. During this meeting, we would discuss the details, roles and responsibilities of each position. This is where we would cater our professional services to an outline best fitted to the City of South Lake Tahoe already in place programs and procedures. After we have a clear understanding of the roles and responsibilities of all parties involved, we will start our day-to-day business.

At the start of each project, we will start off with a thorough plan and specification review to better understand each project. During this process we will pick through the plans with a skilled eye to check for potential complications or conflicts that could be encountered during construction. We will then meet with the design team and the South Lake Tahoe city engineer to discuss any potential issues that we have found during plan review. During this process we will prepare a projected testing matrix, bid item matrix and quantity tracking log that our project inspector will update throughout the duration of each project.

In addition to our standard plan and specification review. BEC can provide a detailed constructability review on an as needed basis as directed by the City of South Lake Tahoe. This constructability review will be led by Shaun Smith who possesses his California PE and has over 27 years' experience in civil engineering with 18 years of that being in civil design and 9 years in Geotech engineering and materials inspection. Shaun will coordinate this review directly with the City of Southlake Engineering manager and the design engineers.

As we enter into the start of construction our full-time inspector, Richard Machado, and The City of South Lake representative will call a pre-construction meeting with the contractor to discuss the construction activities. At this meeting we will talk about the submittal review process, pay applications, quantity tracking, RFI procedures, traffic control plans, BMP's, work hours, scheduling inspections, three week look ahead, potential change orders and scheduling of weekly construction meetings.

As construction starts, our full-time inspector and/or The City of South Lake Inspector will coordinate on a daily basis on contract activities within the basin. During the day-to-day activities, our inspector will observe and document each activity that is being performed by the contractor. Some of the activities will include but are not limited to inspection of traffic control devices, documentation to the general public on road closures, daily inspection of BMP's and SWPPP requirements, inspection of material deliveries, scheduling of materials tester, assuring materials are tested and accepted per the project specifications and sampling and testing frequencies, employee interviews for prevailing wage requirements per the California labor code, change order tracking, inspection of construction procedures meets the project specifications and details, daily coordination with contractors, coordination with utility jurisdictions, review of billing, perform final job walks, develop a final punch list, project closeout documentation, etc.

With Richard Machado spending the last three construction seasons working directly with the City of South Lake Tahoe we feel that Richard is the most qualified and knowledgeable for this position. Richard has an outstanding history of great documentation control and reporting. Rich's communication skills and outgoing demeanor to dealing with the general public, contractors, engineering staff and utility owners is beyond impressive. We will not be disappointed with the results. Richard has over 10 years of construction inspection experience three of them as the QC manager for 3D Concrete and seven of them as a materials inspector/project manager with BEC Richard has completed his training for his QSP certification and is currently enrolled to complete the test required and posses this certification by mid-July of 2024. With Rich having his permanent residence in Minden Nevada he is just a short 25–30-minute drive to South Lake Tahoe. Rich will be available 24/7 for emergencies and readily available to act fast in any circumstances.

E. SCOPE OF WORK/IMPLEMENTATION

In addition to Richard Machado, we will have Tyler Hough and Damian Branco as a backup full time inspector/tester on an as needed basis during peak construction, vacations and emergencies. Tyler possesses over 21 years in materials inspection and testing experience with the mast majority managing heavy civil infostructure projects. Damian Branco possesses three years of construction experience of that three years Damian has worked for BEC as a materials inspector for one year and two years with Environmental Protection Services. Damian has been a full-time college student and a full-time employee the last three years and is only two courses away of obtaining his bachelor's degree in construction management. Damian has completed his training for his QSP certification and is currently enrolled to complete the test required and possess this certification by mid-July of 2024. Tyler and Damian's documentation control as well has his personal demeanor is beyond outstanding. Tyler and Damian will also be available 24/7 for emergencies and readily available to act fast in any circumstances.

With BEC having over 25 certified inspectors and testers, we will have inspectors and testers ready and available 24 hours a day, 7 days a week for any circumstances that this job may bring.

F. PROJECT BUDGET

F. PROJECT BUDGET

On-site full-time inspector - Weekly all-inclusive rate = $6,400.00*
(40 Hours per week)

On-site tester all-inclusive hourly rate = $160.00/hr*

Constructibility review all-inclusive hourly rate = $160.00/hr*

*This weekly all-inclusive rate accounts for equipment, travel time, vehicle and millage. Overtime will be billed at a 1.25 multiplier per hour of our all-inclusive prevailing wage rate.

*Please note, the aforementioned all-inclusive prevailing wage rate reflects El Dorado County, California's, predetermined rate increase through December 31, 2025.
Laboratory rates will be billed at our standard rates for service attached.

LABORATORY RATES

TESTS		UNIT PRICE
SOILS TESTING:		
Moisture Content (ASTM D 2216)		$ 25.00/test
Moisture Content and Dry Density (ASTM D 2937)		$ 50.00/test
Atterberg Limit (ASTM D 4318)		$100.00/test
Minus 200 Wash (ASTM D 1140)		$ 80.00/test
Standard Sieve Analysis		$110.00/test
Hydrometer Analysis minus No. 10 (ASTM D 422)		$225.00/test
Soil Specific Gravity (ASTM D 854)		$ 95.00/test
R-Value, Untreated Field Sample (ASTM D 2844)		$300.00/test
¾" Batching	**add**	$35.00/test
Consolidation, 4 points & 1 Rebound Point (ASTM D 2435)		$350.00/test
Direct Shear, UU, CU, CD (ASTM D 3080)		$350.00/test
Unconfined Compression (ASTM D 2166)		$100.00/test
Durability Index		$150.00/test
California Bearing Ratio		$700.00/test
Resistivity (Miller Soil Box)		$100.00/test
Standard Proctor Compaction (ASTM D 698)		
Method A or B (4-inch mold) or Method C (6-inch mold)		$175.00/test
Modified Proctor Compaction (ASTM D 1557)		
Method A or B (4-inch mold) or Method C (6-inch mold)		$185.00/test
Compaction Check Point (4-inch or 6-inch mold)		$ 60.00/test
Rock Correction (ASTM D 4718)		$ 95.00/test
Harvard Miniature (Nev T-101)		$250.00/test
Expansion Index		$180.00/test

F. PROJECT BUDGET

AGGREGATE TESTING:	
Standard Sieve Analysis	$110.00/test
Atterberg Limit (ASTM D 4318)	$100.00/test
Moisture Content (ASTM D 2216)	$ 25.00/test
Specific Gravity Fine Aggregate with Absorption (ASTM C 128)	$ 95.00/test
Specific Gravity Coarse Aggregate with Absorption (ASTM C 127)	$ 95.00/test
Clay Lumps and Friable Particles (ASTM C 142)	$ 90.00/test
Flat and Elongated Particles (CRD 119, 120)	$ 80.00/test
Fractured Faces (Nev T-230)	$ 80.00/test
Sand Equivalent (ASTM D 2419)	$125.00/test
Cleanness Test of Aggregate	$125.00/test
Organic Impurities (ASTM C 40)	$ 75.00/test
Dry Unit Weight of Aggregate (ASTM C 29)	$ 60.00/test
Sodium Soundness of Aggregate (ASTM C 88)	$ 95.00/fraction
Los Angeles Rattler, 1.5 inch minus aggregate size (ASTM C 131) and Los Angeles Rattler, greater than 1.5-inch aggregate size (ASTM C 535)	$300.00/test
PORTLAND CEMENT TESTING:	
Compression of Concrete Cylinder (ASTM C 39)	$ 25.00/ea.
Compression of Grout Cylinder (UBC 24-28)	$ 25.00/ea.
Compression of Mortar Cylinder (UBC 24-22)	$ 25.00/ea.
Compression of Cored Concrete (ASTM C 42)	$ 50.00/ea.
Compression of Shotcrete per Core	$100.00/ea.
Flexural Strength of Concrete Beams (ASTM C 78, C 293)	$100.00/ea.
Splitting Tensile Strength of Concrete Cylinder (ASTM C 496)	$ 55.00/ea.
MASONRY TESTING:	
Compression of Masonry Unit (ASTM C 140) (Set of 3)	$210.00/set
Compression of Masonry Prism (ASTM C 1314)	$150.00/ea.
Shrinkage (Set of 3)	$450.00/set
Moisture (Set of 3)	$120.00/set
ASPHALT CONCRETE TESTING:	
Bitumen Content by Ignition	$120.00/test
Asphalt Gradation	$100.00/test
Marshall Stability and Flow, Compaction and Unit Weight (ASTM D 1559)	$230.00/test
Maximum Theoretical Specific Gravity (ASTM D 2041)	$100.00/test
Unit Weight of Asphalt Cores (ASTM D 2726)	$ 40.00/ea.
Hveem Compaction and Stability	$130.00/ea.
Hot Mix Asphalt Mix Design	P.O.R.*
CTB Mix Design	P.O.R.*
MISCELLANEOUS:	
Mobile Asphalt/Soils Testing Laboratory	P.O.R.*
Special Handling	$ 75.00/hour
Rush Charge	50% Additional Charge
Fireproofing	$ 75.00/test

ADDITIONAL INFORMATION

Laboratory test unit prices are based upon the average running time required for each test. Special research, sample or equipment preparation or laboratory consulting will be based upon hourly personnel charges.

Any specialized testing not covered by this fee schedule will be developed or subcontracted out under BEC supervision. Costs for these tests will be time-and-materials. When applicable, subcontractors' fees will be invoiced at cost plus ten (10) percent.

All samples will be discarded thirty (30) days after submission of our report, unless otherwise directed by the client. Upon request, Black Eagle Consulting, LLC. will deliver samples to the client, shipping collect on delivery, or will store them for an agreed charge.

** Price on request*

G. RECENT PROJECTS/REFERENCES

G. RECENT PROJECTS/REFERNCES

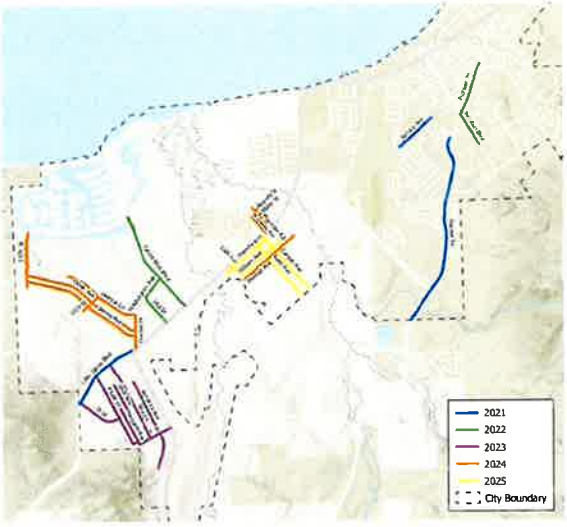
CITY OF SOUTH LAKE TAHOE ON-CALL, SOUTH LAKE TAHOE ROAD REHABILITATION

SOUTH LAKE TAHOE, CA

CLIENT NAME
City of South Lake Tahoe

CONTACT
Randy Carlson

PHONE
530.542.6033



In 2022, BEC performed the underground utility infrastructure for the South Lake Tahoe Recreation and Aquatic Center site. We were specifically involved with the bedding and backfilling of the electrical trenches and transformer pads. We coordinated with the local City of South Lake Tahoe utility inspectors, took soil samples, performed lab testing and overall, quality assurance. 2022 also saw the Tahoe Keys Road Rehabilitation project where AC placement, density testing and sampling and coring, lab testing and quality assurance were performed by BEC.

In 2023, BEC performed inspection and testing services for the Road Rehabilitation and Pioneer Trail Emergency AC Patchwork project (PWC 23-30150005-04) that addressed the repaving of D Street from Lake Tahoe Boulevard to Julie Lane; Julie Lane to F Street; Margaret Avenue from Delta to F Street; Dedi Avenue from Delta to F Street; Delta Street from Tata Lane to Julie Lane; B Street from Tata Lane to Julie Lane; and Ski Run Boulevard from Pioneer to Saddle Road.

We performed quality assurance, PCC placement, AC densities, sampling and lab testing services for the Barton Avenue to 2nd Street Drainage project. This City project #301-40054-01.

The Lake Tahoe Boulevard Class 1 Bicycle Trail Project also fell under this on call. BEC did the quality assurance, PCC Placement, materials testing, and performed AC placement density testing, sampling and coring for the bike path on the subgrade, aggregate base. We also worked on the electrical utility work for bike path lights.

YOSEMITE NATIONAL PARK, REPAIRS ON WAWONA ROAD

MARIPOSA, CA

CLIENT NAME
Genesis Design & Development, LLC

CONTACT
Antonia Rivera

PHONE
316.293.6559

During the winter of 2020, BEC provided materials testing, inspections, and 1704 SI services for the above-referenced project. BEC's certified field technicians and inspectors performed density testing on native subgrade, trench backfill/fill materials for the storm drains, and the AB for asphalt paving. BEC's certified special inspectors inspected and documented the following: masonry headwalls, grout encasements within the rock anchors, and conducted pull-testing on rock anchors. Grout samples were obtained by BEC's certified field technicians and returned to BEC's nationally accredited Carson City, NV, laboratory for compressive strength testing. Additionally, asphalt samples were obtained and tested for extraction, sieve analysis, and theoretical specific gravity. Further, AB samples were obtained and tested for maximum density, sieve analysis, and Atterberg limit tests. All aforementioned testing was performed by certified laboratory technicians.

CA FLAP NEC 40(1) DONNER PASS ROAD

SODA SPRINGS, CA

CLIENT NAME
Carson City Public Works

CONTACT
Nick Herback

PHONE
775.309.9354

BEC provided full-time (FT) materials testing and inspection services for the above-referenced FHWA project which rehabilitated asphalt pavement and widened 6.54 miles of roadway shoulders for bike lanes from Exit 174 on Interstate 80 in Soda Springs to the Truckee City limits, CA. Per FP-14 specifications, our certified field technicians and inspectors performed FT materials testing services during asphalt paving as well as materials testing, inspections, and 1704 SI documentation. Specifically, they performed density testing of AB, native subgrade, and shoulder materials while also obtaining asphalt core samples to be tested for in-place density. All samples were delivered certified field to our nationally accredited laboratory in Reno, NV, for certified technicians to perform sieves, Proctors, Atterberg limit tests on utility backfill/AB/native subgrade/fill materials; extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties on asphalt samples; asphalt cores were tested for thickness and in-place air voids; and PCC cylinders were tested for compressive strength.

FLINT ROAD RECONSTRUCTION

CARSON CITY, NV

CLIENT NAME
Carson City Public Works

CONTACT
Brian Elder, PE

PHONE
775.283.7586

This project involved the reconstruction of Flint Road located between US Highway 50 (US 50) and Eastgate Siding Road in Carson City, NV. Certified special inspectors and field technicians performed on-site materials testing to include density testing of roadway AB materials and obtained hot-mix asphalt samples and cores during paving and returned to our nationally accredited Carson City, NV, laboratory for testing. Certified laboratory technicians performed: sieve analysis, Atterberg limits, and maximum density (Proctor) testing on AB materials; bituminous ratio, maximum specific gravity and gradation testing on hot-mix asphalt; and in-place density, and thickness tests on asphalt cores.

SOUTH CARSON COMPLETE STREETS PROJECT

CARSON CITY, NV

CLIENT NAME
Carson City Public Works

CONTACT
Brian Elder, PE

PHONE
775.283.7586

The South Carson Complete Streets Project renovated areas of Carson City, accommodating sustainable economic growth, and enhanced the city's quality of life by providing safer travel opportunities for pedestrians, cyclists and motorists as well as creating a more aesthetically pleasing and inviting gateway into Nevada's state capital. The overall project encompassed complete street improvements from Fifth Street to 1,400 feet north of the Carson City I-580 Freeway terminus (Appion Way), as well as significant upgrades and expansion to critical utility infrastructure along the corridor. New sidewalks and a paved multi-use path were added for pedestrians. The project limits extended approximately 2.5 miles and had a project construction cost of $20 million.

BEC was the geotechnical Engineer-of-Record for this project. The firm provided permitting, geotechnical investigation, and final design reporting. In addition, BEC contracted with Carson City Public Works to complete Independent Assurance testing on this project. Our duties included density testing of backfill material during installation of electrical conduit; water piping; and storm drain and sanitary sewer gravity lines. In addition, BEC provided field testing during earthwork operations; aggregate base placement; PCC placement; cement treated base operation; and asphalt paving. Laboratory material testing included sieve analyses, Atterberg limits, modified Proctors, fractured faces, sand equivalents, cleanness values, specific gravity and absorptions, resistance to wear, and R-values to characterize the soil and aggregate sources. In addition, hot-mix asphalt samples were taken and tested for extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties along with concrete cylinder compressive strength testing related to PCC site improvements.

TAHOE CITY SIDEWALK AND BIKE TRAIL OPTION X, SR 89 AND SR 28 INTERSECTION

CARSON CITY, NV

CLIENT NAME
Carson City Public Works

CONTACT
Nick Herback

PHONE
775.309.9354

The Tahoe City Sidewalk and Bike Trail project included 0.4 miles of bike path construction, broken into three separate locations. The project also included 0.25 miles of sidewalk construction at three different locations. The addition of 0.25 miles of lighting infrastructure improvements along West Lake Boulevard was also included. There were 700 tons of asphalt concrete pavement and 800 sq yds of concrete sidewalk for the project. The project tied into the existing Truckee River Bridge project. BEC provided materials testing and inspection and 1704 inspection for this federal highway project.

EAST LONG STREET 2021 PAVEMENT RECONSTRUCTION

CARSON CITY, NV

CLIENT NAME
Carson City Public Works

CONTACT
Brian Elder

PHONE
775.283.7362

Beginning in August of 2021, BEC provided materials testing and inspection services for the reconstruction of East Long Street in Carson City, Nevada. For this work, BEC performed inspection and density testing of subgrade and aggregate base, inspection for bedding and backfill of utilities, testing of concrete placement, and inspection and testing of asphalt pavement patching. All laboratory testing was performed at BEC's Carson City which included compressive strength for concrete cylinders; bituminous ratios, sieve analysis and maximum specific gravity for asphalt samples; and Atterberg limits, proctor curves and sieve analysis for soil samples.

PLYMOUTH DRIVE ROAD RECONSTRUCTION

RENO, NV

CLIENT NAME
Herback General Engineering

CONTACT
Jake Melvin (Former Employee)

PHONE
775.267.6800

The Plymouth Drive Road Reconstruction project involved installing approximately 36,000-sf of pulverizing and repaving, pavement striping, aggregate V-ditches, concrete curbs, valley gutters, and related appurtenances.

BEC provided materials testing and inspection for this reconstruction project. BEC did sampling and testing for the pulverization and grading of the existing roadway, testing for the compaction of the aggregate base prior to asphalt concrete (AC) placement, and sampling and testing for the subgrade material. Site utilities included density testing for bedding and backfill for the 72-inch storm drain manhole, 18-inch reinforced concrete pipe storm drain, and for the culvert, corrugated metal pipe remove and replace. BEC sampled asphalt concrete, established rolling patterns checked density of the hot-mix asphalt materials, and extracted six 4-inch diameter cores for the compacted AC and backfilled the areas with non-shrink grout. BEC performed laboratory testing on soil samples for plasticity index tests, modified proctor curves, and sieve analyses to characterize the native subgrade, pulverized existing AC/AB, and import materials; concrete cylinders tested for compressive strength; and hot-mix samples tested for extraction by the ignition test method, gradation after ignition, flow/stability, and maximum theoretical specific gravity.

ATTACHMENTS

Debarment and Suspension Certification

The undersigned (authorized official signing for the Bidder) hereby declares under penalty of peljury the following:

1. In accordance with section 6109 of the Public Contract Code, the bidder declares that bidder will not enter into any contract with a subcontractor who/which has been debarred pursuant to section 1771.1 or section 1777.7 of the Labor Code. No public monies shall be paid to a debarred subcontractor, and any contract entered into for public work between a prime contractor and debarred subcontractor shall be considered void as a matter of law. Any payments made to a debarred subcontractor shall be returned to Owner. The prime contractor shall be solely responsible for all payments to a debarred subcontractor. In no case shall any public money be used to pay a debarred subcontractor.

2. In accordance with section 10162 of the Public Contract Code, has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No **X**

If the answer is yes, explain the circumstances in the following space (use additional sheets if necessary).

3. In accordance with section 10232 of the Public Contract Code, has more than one final, unappealable finding of contempt of a court by a federal court has been issued against the Bidder within the immediately preceding two-year period because of the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board? For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Yes _____ No **X**

If the answer is yes, explain the circumstances in the following space (use additional sheets if necessary).

4. In accordance with section 10285.1 of the Public Contract Code, the Bidder declares that neither the Bidder nor any subcontractor to be engaged by the Bidder has been convicted of any of the offenses referred to in this section within the preceding three (3) years. These offenses include if that Bidder or any subcontractor to be engaged by the Bidder, or any patiner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Section 1101, with any public entity, as defined in Section 1100, including, for the purposes of this certification, The City of South Lake Tahoe.

5. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for Black Eagle Consulting, LLC) ce1iifies to the best of his or her knowledge and belief, that the ___ c_o_m ---'p'-a_n❖y'-----' defined as the primary participant in accordance with 45 C.F.R. Part 76, and its principals:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

B. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen prope1iy;

C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

D. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an officer, principal or owner of the Bidder, and that the foregoing questionnaire, and all certifications and statements therein, are accurate, true and correct.

Date: 05/21/2024 Bidder's Signature: ❖❖❖_____

Shaun A. Smith

Bidder's Name and Title (Print): Regional Vice President

AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
AASHTO

Black Eagle Consulting, Inc.

in

Carson City, Nevada, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 05/21/2024 at 2:32 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

C-135-2024

AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
AASHTO

Black Eagle Consulting, Inc.

in

Reno, Nevada, USA

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The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Moe Jamshidi,
AASHTO COMP Chair

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C-135-2024

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Black Eagle Consulting
An ***RMA*** *Company*

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C-135-2024

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

EXHIBIT B

SCHEDULE OF CHARGES

BUDGET

1. **Inspection Services:**

Weekly Inspector Rate (All Inclusive)	$6,400.00 per week
Hourly Rate (if authorized in writing):	$160.00/hour
Travel and out-of-pocket expenses (included in Weekly rate)	
Total for Inspection Services:	**Total Not to Exceed $96,000**

2. **Materials Testing:**

On time and materials per the Rate Sheet in the Proposal for not to exceed amount:	**Total Not to Exceed: $90,000**

3. **Constructability Reivews:**

On time and materials at $160/hour, per the Rate Sheet in the Proposal for not to exceed amount:	**Total Not to Exceed: $19,000**
GRAND TOTAL (not to exceed)	**Total Not to Exceed: $205,000**

This not to exceed total includes1 full time inspector 40 hours per week from July 1, 2024 to October 15, 2024.

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant: **Black Eagle Consulting**
Name, Title **Shaun A. Smith, P.E.**
Regional Vice President

By: Shaun A. Smith

EXHIBITD

DEBARMENT AND SUSPENSION CERTIFICATION

C-135-2024 Black Eagle Consulting

Final Audit Report 2024-07-08

Created:	2024-06-21
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAELOoBYPzt-ZDLmy3zgCUlAJFYXpy1fTU

"C-135-2024 Black Eagle Consulting" History

Document created by Michelle Davis (medavis@cityofslt.us)
2024-06-21 - 7:00:29 PM GMT

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2024-06-21 - 7:00:58 PM GMT

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2024-06-21 - 8:03:36 PM GMT

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2024-06-21 - 8:03:54 PM GMT

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2024-06-21 - 9:21:50 PM GMT

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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 13

Agenda Item: Ratification of Contract Amendment with Patrick Clark Consulting for Labor Relations Support

Executive Summary: On February 8, 2023, the City entered into an agreement with Patrick Clark Consulting to provide specialized labor relations consulting services, for an amount not to exceed $50,000. Staff inadvertently exceeded that amount, requiring this ratification. The City continued to face complex and ongoing labor relations needs that required the specialized expertise provided by Patrick Clark Consulting. The proposed amendment increases the not-to-exceed contract amount by $13,000, from $50,000 to $63,000. No additional budget appropriation is required, as sufficient funds were available within the existing departmental budget. Upon ratification of the amendment, the agreement will automatically terminate pursuant to Section 15.b of the original contract.

Requested Action / Suggested Motions: Pass a Motion ratifying a contract amendment with Patrick Clark Consulting for Labor Relations Support for additional compensation of $13,000, and a total amount not to exceed $63,000.

Responsible Staff Member: Joseph Irvin, City Manager

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report-PSA Amendment No. 1 Patrick Clark Consuting.docx
02-Amendment No. 1 with Patrick Clark Consulting.docx
03-C-018-2023 Patrick Clark Consulting.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 12, 2025

Title: Ratification of Contract Amendment with Patrick Clark Consulting for Labor Relations Support

Location: City-wide

Responsible Staff Member: Ember Buckman, Human Resources Manager, and Joseph Irvin, City Manager

Background: On February 8, 2023, the City entered into an agreement with Patrick Clark Consulting to provide specialized labor relations consulting services, for an amount not to exceed $50,000. These services included Labor Negotiations Advisor, contract negotiations with employee unions, dispute resolution, compliance with state and federal labor regulations, document preparation, and strategic guidance on labor relations policies. Patrick Clark Consulting provided essential expertise, contributing to effective workforce management and stable employee relations as well as meeting requirements set forth by the Meyers-Milias Brown Act (MMBA).

Per Section 15.b of the agreement, the contract automatically terminates once the compensation cap is reached. Staff inadvertently exceeded the original contract amount, requiring this ratification.

Issue and Discussion: The City continues to face complex and ongoing labor relations needs that required the specialized expertise provided by Patrick Clark Consulting. These needs include navigating ongoing labor requests, providing guidance on labor relations issues that arise, working directly with labor representatives to resolve disputes, collaboratively developing guidelines, proposals counterproposals and documentation to ensure compliance with the Meyers-Milias Brown Act. The intricacy of these matters had exceeded initial projections, necessitating additional consultant support to maintain operational continuity and avoid potential disruptions in labor relations processes.

The proposed amendment increases the not-to-exceed contract amount by $13,000, from $50,000 to $63,000, to cover the extended engagement needed to address labor relations demands. Upon ratification of the amendment, the agreement will automatically terminate pursuant to Section 15.b of the original contract.

Financial Implications: The proposed contract amendment increases the not-to-exceed amount from $50,000 to $63,000. No additional budget appropriation is required, as sufficient funds were available within the existing departmental budget.

Environmental Considerations: This action is not a “project” requiring environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(5) (organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

Policy Implications: This request complies with the Myers-Milias-Brown Act (MMBA), which governs labor relations for public agencies in California, including requirements for collective bargaining and dispute resolution. The amendment also adheres to applicable labor relations requirements, ensuring the City maintains transparent and lawful processes in its workforce management. Approval of this contract amendment supports the City's commitment to fostering fair and effective labor relations practices.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

Ratification of Amendment No. 1

This Ratification of Amendment No. 1, dated August 12, 2025, modifies the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City") and Patrick Clark Consulting ("Consultant") entered into on February 7, 2023 (C-018-2023).

The non-to-exceed amount of $50,000 was inadvertently exceeded by the Parties, who now wish to ratify this amendment to cover the overage. Upon ratification of the amendment, the agreement will automatically terminate pursuant to Section 15.b of the original contract.

1. Section 7 c (Compensation), and is amended to read in their entirety as follows:

   Total Compensation - The total compensation and costs payable to the Consultant under this agreement shall not exceed the sum of sixty three thousand dollars ($63,000) ("Compensation Cap"), except to the extent Compensation Cap is increased or removed by renewal or extension of this agreement, per the term of Section 16.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE	**CONSULTANT**
By: _____	By: _____
Cody Bass, Mayor Pro-Tem	Patrick Clark, Patrick Clark Consulting
APPROVED AS TO FORM:	**ATTEST:**
_____	_____
Heather Stroud, City Attorney	Susan Blankenship, City Clerk

AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF SOUTH LAKE TAHOE
AND
PATRICK CLARK CONSULTING

This Agreement ("Agreement") is made between the City of South Lake Tahoe ("CLIENT") and Patrick Clark Consulting, a sole proprietorship ("CONSULTANT").

AGREEMENT

1. TERM – This Agreement will become effective on the date by which both parties have signed the Agreement ("Effective Date") and will continue in full force and effect until terminated in accordance with Section 15, except to the extent renewed or extended in accordance with Section 16. All days set out are calendar days unless otherwise specified.

2. SERVICES –

   a. Services Provided – CONSULTANT shall provide labor relations consulting services in accordance with Attachment A, which is incorporated into this Agreement by this reference, but only to the extent Attachment A services are strictly limited by and interpreted in accordance with Section 2.b. of this Agreement; reasonably accomplishable, either by the date of termination, which date shall be established in accordance with Section 15, or any later date established in accordance with Section 16; and otherwise consistent with this Agreement. These services, as thus defined and limited, shall be collectively known as "CONSULTANT Services."

   b. Services *NOT PROVIDED:* Complementary/Sub-Specialist and Licensed Professional Services – CONSULTANT Services shall be strictly limited and interpreted to *exclude* any work that might be construed to require any complementary or sub-specialization or professional license. CLIENT understands that CONSULTANT hires no employees or sub-contractors to provide complementary/sub-specialist or licensed professional services, directly or indirectly for the benefit of CLIENT, and possesses no complementary/sub-specialist expertise or professional licensure himself. Therefore, both parties agree that:
      i. CONSULTANT shall provide no complementary/sub-specialist or licensed professional services, directly or indirectly to CLIENT, pursuant to this Agreement or otherwise;
      ii. *Excluded* complementary/sub-specialist and licensed professional services include, but are not necessarily limited to, services properly performed instead by an attorney, accountant, actuary, banker, insurance agent/broker/company, investment banker, investment advisor, mortgage banker/broker, security broker/dealer, structured settlement broker, or expert in compensation studies.
      iii. CLIENT shall not construe or rely upon any CONSULTANT Services, or any analysis, advice, or services in fact provided by CONSULTANT, pursuant to this Agreement or otherwise, as complementary/sub-specialist or licensed professional services;
      iv. Although CONSULTANT might periodically recommend CLIENT hire various complementary/sub-specialists or licensed professionals, CLIENT shall

 PC (CONSULTANT's initials) (CLIENT's initials)

be required to and shall be solely responsible for determining if and when CLIENT reasonably requires complementary/sub-specialists or licensed professionals, for any purpose, including any contemplated by or reasonably required to accomplish the purposes of Section 2.a. or Attachment A; and

v. CLIENT shall be solely responsible for directly selecting, vetting, employing, or contracting with, and supervising any necessary or desired complementary/sub-specialists and licensed professionals, including but not limited to any contemplated by or reasonably required to accomplish the purposes of Section 2.a. or Attachment A. Such complementary/sub-specialists and licensed professionals shall include, but not necessarily be limited to:

   a) Legal counsel, for all CLIENT's legal advice, legal analysis, and legal services, including, but not necessarily limited to final drafting, reviewing, approving, and assuring legal adequacy of all language and content of all Memorandums of Understanding (MOUs), prior to MOU adoption by CLIENT's City Council;
   b) Actuaries, for all CLIENT's actuarial needs, including, but not necessarily limited to any actuarial analysis needed to sufficiently consider and develop desired proposals, counter-proposals, strategies, and human resources and labor relations documents as are necessary to negotiations, for example as may be required for consideration and analysis of employee and retiree benefits options' viability, cost, pros and cons, and risks;
   c) Accountants, for CLIENT's accountancy needs, including, but not necessarily limited to tax counseling related to the language and content of all Memorandums of Understanding (MOUs), prior to MOU adoption by CLIENT's City Council;
   d) Appropriate financial, investment, and insurance professionals, for all other financial advice and services including, but not necessarily limited to advice and services related to the availability of funds or specified rate of return or interest; the expected performance, fluctuation in or future market value of investments or securities; potential sales, earnings, profitability or economic value; securing financing; and the preparation of pro-forma statements, such as those which are the basis of and/or are used with third parties for the purpose of securing capital through debt, equity creditor or other means;
   e) Compensation study experts, for all CLIENT's necessary or desired compensation studies helpful in forming appropriate bargaining proposals related to compensation; and
   f) Any and all other complementary/sub-specialists or licensed professionals, needed or desired, for any and all other analysis, advice, or services, requiring such complementary/sub-specialization or professional licensure, which are reasonably required in order to accomplish *any* CLIENT purpose, including the purposes of Section 2.a and Attachment A

 PC (CONSULTANT's initials) ZB (CLIENT's initials)

3. ABILITY TO PERFORM – CONSULTANT agrees and represents that it has the availability, ability, and expertise to perform CONSULTANT Services.

4. DISCLAIMER OF GUARANTEE – CONSULTANT shall perform CONSULTANT Services in a manner consistent with the level of due diligence normally observed by a person of CONSULTANT's qualifications, offering CONSULTANT Services, as defined by Section 2, Attachment A, and this Agreement generally. However, nothing in this Agreement and nothing in CONSULTANT's statements to CLIENT should be construed as a promise or guarantee about outcomes, completion time, or total fees. CONSULTANT makes no such promises or guarantees. CONSULTANT's comments about such topics are expressions of opinions only. Actual outcomes, time required, and fees due (other than hourly rate and other billing policies specified in Section 7 and Attachment B) may vary from any estimates given.

5. DIRECTION & EXECUTION –

   a. Direction: To the extent consistent with Section 6 and the rest of this Agreement, CONSULTANT shall take direction from, and be monitored by CLIENT's City Manager, and/or a duly authorized designee, except as otherwise specified in this Agreement.

   b. Execution: CONSULTANT shall assign Patrick Clark to have overall responsibility for the progress and execution of CONSULTANT's obligations under this Agreement. Any change in this assignment may be cause for termination of this Agreement by CLIENT, in accordance with Section 15.

6. ENTITY AS CLIENT – CLIENT is the client, and the only client, under this Agreement. Therefore, CONSULTANT's duty under this Agreement is to the CLIENT itself, as represented by its duly elected legislative body, when acting in accordance with all applicable laws. Accordingly, and notwithstanding Section 5, or any other provision of this Agreement, CONSULTANT

   a. Adopts no separate duty by this Agreement to any individual or entity working with or for CLIENT;

   b. Shall only take direction from any individual or entity working with or for CLIENT to the extent CONSULTANT finds it consistent with CONSULTANT's duty to CLIENT pursuant to this agreement; and

   c. Shall be permitted to consult with CLIENT's legislative body, as CONSULTANT deems necessary, and in the manner and to the extent permitted by California law, to properly execute CONSULTANT's obligations to CLIENT under this Agreement.

7. COMPENSATION –

 PC (CONSULTANT's initials) (CLIENT's initials)

a. Compensation Rates, Definitions, and Policies – Compensation rates, definitions, and policies are as set forth in Attachment B, and incorporated into this Agreement by this reference.

b. Method of Billing and Payment – At or near the end of each calendar month, CONSULTANT shall submit to CLIENT an invoice for CONSULTANT's Time Worked, and, at CONSULTANT's discretion, Billable Expenses, incurred during that calendar month, in accordance with the compensation rates, definitions, and policies described in Attachment B. CLIENT shall pay each invoice in full within 30 days of its receipt.

c. Total Compensation – The total compensation and costs payable to Consultant under this Agreement shall not exceed the sum of fifty thousand dollars, ($50,000) ("Compensation Cap"), except to the extent Compensation Cap is increased or removed by renewal or extension of this Agreement, per the terms of Section 16.

8. INSURANCE – CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the Agreement, insurance policies and endorsements of the type described below.

a. Coverage Required –
   i. Business General Liability Insurance Policy – $1,000,000.00 per claim and $2,000,000.00 general aggregate;
   ii. Auto Liability Insurance Policy – $1,000,000.00;
   iii. Errors and Omissions Insurance Policy – $1,000,000.00; and
   iv. Workers Compensation Insurance Policy, if/when applicable – Currently CONSULTANT has no employees and is not planning to hire any employees. Therefore, currently CONSULTANT maintains no workers compensation insurance. However, if CONSULTANT hires employees in the future, at that time CONSULTANT shall obtain workers compensation insurance and maintain it for so long as CONSULTANT retains such employees.

b. Endorsements – Within a reasonable amount of time after the later of the following two dates, if those dates differ: i) the Effective Date of this Agreement, stated in Section 1; and ii) the date by which all parties have signed this Agreement, CONSULTANT shall ensure that CONSULTANT's business general liability and auto liability insurance policies, referenced in Sections 8.a.i-ii, name CLIENT and related parties as additional insured(s), as follows: "City of South Lake Tahoe and its officers, employees, agents, and volunteers."

c. Evidence of Coverage –

 PC (CONSULTANT's initials) TB (CLIENT's initials)

i. As soon as practicable upon securing the endorsements required by Section 8.b., CONSULTANT shall ensure that (a) certificates of insurance indicating evidence of the endorsements required by Section 8.b are delivered to CLIENT; and, (b) within a reasonable period of time after a copy of any particular policy required by Section 8.a is requested by CLIENT in writing, that requested copy is delivered to CLIENT.

ii. Thereafter, at reasonable intervals, in order to assure that required insurance coverage has not lapsed, with a reasonable period of time after written request by CLIENT (a) CONSULTANT shall ensure CLIENT is provided with requested additional certificates of insurance, indicating evidence of the endorsements required by Section 8.b; and (b) CONSULTANT shall ensure CLIENT is provided with any requested copies of any particular policy required by Section 8.a, if the language in that policy may have changed since CLIENT's last request.

d. Substitute Insurance – CONSULTANT agrees that if it fails to maintain insurance coverage of the type described under Section 8.a. and 8.b., for the duration of this Agreement, whether due to the required insurance lapsing, expiring, terminating, being suspended, or otherwise failing to be maintained, and then fails to reinstate such insurance within 8 business days of receiving written notice from CLIENT of CLIENT's plan to exercise its rights under this Section 8.d., CLIENT may either (i) immediately terminate this Agreement, upon delivery of written notice; or (ii) take out the minimum insurance necessary to rectify the lapse and pay the premium(s) thereon, at CONSULTANT's expense.

e. Self-Insured Retention or Deductible – CONSULTANT shall be responsible for all deductibles and self-insured retentions on CONSULTANT's insurance policies, except when CLIENT makes a claim as an additional insured, in which case CLIENT shall be responsible.

f. Subcontractors – CONSULTANT subcontractors must also carry insurance policies of the type described in Section 8.a., but only to the extent and for the duration they directly perform CONSULTANT Services, as opposed to services performed for CONSULTANT and/or for the general operation of CONSULTANT's business, including, but not limited to secretarial services, accountancy services, and legal services to assist CONSULTANT in drafting and negotiating this Agreement, for example.

9. INDEPENDENT CONTRACTOR – Both parties agree that CONSULTANT shall perform CONSULTANT Services as an independent contractor, not as an employee of CLIENT. Accordingly, CONSULTANT shall retain the right to perform similar and different services for others during the term of this Agreement; shall determine the means, methods, timing, and manner of performing CONSULTANT Services, subject only to the requirements of the Agreement; and shall be the primary provider of the tools and supplies needed to perform CONSULTANT Services.

 PC (CONSULTANT's initials) ZB MH (CLIENT's initials)

10. ASSIGNMENT AND SUBCONTRACTING – A substantial inducement to CLIENT for entering this Agreement is to avail itself of CONSULTANT's unique combination of experience, reputation, and skill in delivering CONSULTANT Services. Therefore, CONSULTANT agrees to refrain from assigning this Agreement or subcontracting any portion of CONSULTANT Services to a third party, without prior written permission from CLIENT. However, nothing in this Section shall prohibit CONSULTANT, with or without prior written permission from CLIENT, from hiring independent contractors or employees to provide support services for the general operation of CONSULTANT's business, including, but not limited to secretarial services, accountant services, and legal counsel to assist CONSULTANT in drafting and negotiating this Agreement, for example.

11. COMPLIANCE WITH LAWS – CONSULTANT agrees to comply with all federal, state, county and local laws, ordinances, and regulations applicable to CONSULTANT, except as otherwise inconsistent with Section 2.b or any other provisions of this Agreement. CONSULTANT'S obligation includes, but is not limited to, a) applying for any business license required by CLIENT for businesses working but not maintaining offices in CLIENT's jurisdiction, and b) filing Forms 700. However, CONSULTANT shall be required to comply with a) and b), *only* if/when CLIENT notifies CONSULTANT in writing of any such requirements, each applicable year. CLIENT's notification obligation, related to b), is consistent with FPCC policy, as indicated by its July 26, 2016 Informal Assistance letter, File No. I-16-062, stating, in part "The City must have a method in place to review current and future City contracts and identify those contracts ... For the contracts identified, the City has a responsibility to notify each contractor of the contractor's obligation to file."

12. CONFIDENTIALITY – All data, documents, discussions, and other information developed or received by CONSULTANT in performing CONSULTANT Services shall be deemed confidential ("Confidential Information"), except that which is either immaterial, shared in communications with representatives of CLIENT bargaining units, publicly available, generally known, and/or released by CLIENT to the public. CONSULTANT shall not disclose Confidential Information, except as CONSULTANT reasonably and in good faith determines is either required by law, authorized by CLIENT, helpful in order either to perform CONSULTANT Services or to execute any other provision this Agreement, or is otherwise reasonable, as in the event of a dispute between CONSULTANT and CLIENT.

13. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY –

    a. Ownership of Intellectual Property – CONSULTANT owns the copyright to any and all reports, documents, and other written material provided by CONSULTANT to CLIENT in the performance of this Agreement ("Written Products"). Therefore, CLIENT shall not attempt to register copyright or resell any version of such Written Products. CONSULTANT may take, retain, disclose, reformulate, reuse, resell and

 PC (CONSULTANT's initials) TB (CLIENT's initials)

register copyright versions of such Written Products from which any and all of CLIENT's confidential information has been removed.

b. Licensing of Intellectual Property – This Agreement creates a nonexclusive and perpetual license for CLIENT to copy, use, modify, or reuse any and all Written Products, for direct use by CLIENT.

14. RECORDS AND INSPECTIONS – CONSULTANT shall maintain materially complete records with respect to CONSULTANT Services for a period of three years after the termination of this Agreement, digitized at CONSULTANT's option. CLIENT shall have the right, at its own expense, to request, access, examine, and make copies such records, during normal business hours, pursuant to specific, reasonable date, time, and other relevant logistical arrangements made in advance with CONSULTANT.

15. TERMINATION OF AGREEMENT –

a. Elective Termination – Either party, CONSULTANT or CLIENT, may terminate this Agreement, either i) with 30 days advance written notice, with or without cause; or ii) immediately upon delivery of written notice, with cause, as defined by Section 8.d.i. or Section 5.b.

b. Automatic Termination – If the Compensation Cap described in Section 7.c is reached, this Agreement shall automatically terminate, except to the extent renewed or extended per the terms of Section 16.

c. Requirements Upon Termination – In the event of termination, in accordance with either Sections 15.a. or 15.b., CLIENT shall compensate CONSULTANT for CONSULTANT's Time Worked, and billed Billable Expenses, incurred up to the date of termination, within thirty days of CONSULTANT's delivery to CLIENT of both a final invoice, and all significant work product generated prior to the date of termination but not yet provided to CLIENT, if any.

16. RENEWAL OR EXTENSION OF AGREEMENT – In the event a date of termination is established, in accordance with Section 15.a or 15.b, this Agreement may be renewed or amended to extend beyond that date of termination only by written agreement of the parties, to increase or eliminate the Compensation Cap entered into either before or within 30 days after that date of termination. However, nothing in this Section, or in this Agreement generally, *requires* either party to renew or extend this Agreement or to enter into negotiations regarding the renewal or extension of this Agreement.

17. NO THIRD PARTY BENEFICIARY – This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors, heirs, and assigns, and no other person or entity may have or acquire any right by virtue of this Agreement.

PC (CONSULTANT's initials) _____ (CLIENT's initials)

18. NOTICE – Any notice required by Section 8, 15, or Attachment B of this Agreement shall be in writing and either delivered personally or sent by prepaid, first class mail, to the applicable party's physical address, provided below. Any other notice required by this Agreement may be emailed, to the applicable party's email address, provided below. Either party may change its addresses or phone number by notifying the other party in writing of the change. Any notice, request, or other communication between the parties, whether required by this Section or in voluntary compliance with it, shall be deemed communicated upon personal delivery, or within 72 hours from the time of mailing or emailing, if sent as provided in this Section.

If to CLIENT:
City of South Lake Tahoe
Attn.: City Manager
1908 Airport Rd
South Lake Tahoe, CA 95150
Tel: (530)542-6043

If to CONSULTANT:
Patrick Clark Consulting
Attn.: Patrick Clark
770 L Street, Suite 950
Sacramento, CA 95814
Tel: (916) 838-2806
Email: pc@patrickclarkconsulting.com

19. ENTIRE AGREEMENT – This Agreement and all other agreements, exhibits, attachments, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties, pertaining to CLIENT hiring CONSULTANT to perform CONSULTANT Services, and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties pertaining thereto. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty, except those expressly set forth in this Agreement.

20. SEPARATE WRITINGS AND EXHIBITS – The following agreements, exhibits, attachments, schedules, or other separate writings, as executed contemporaneous herewith or as amended in the future in accordance with Section 21, constitute a part of this Agreement and are incorporated into this Agreement by this reference:

a. ATTACHMENT A – Scope of Work
b. ATTACHMENT B – Compensation Rates, Definitions, and Policies
c. Any additional exhibits, attachments, schedules, or other separate writings, added to this Agreement in the future, by amendment, in accordance with Section 21.

 PC (CONSULTANT's initials) ZB (CLIENT's initials)

If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, attachment, schedule, or other incorporated writing, the provisions of this Agreement shall control.

21. AMENDMENTS – This Agreement and its attachments may be supplemented, amended, or modified only by a writing signed by both parties, except as allowed by Attachment B.

22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected. However, notwithstanding the foregoing, this clause shall not be applied so as to defeat the primary purpose of the parties, which is CLIENT hiring CONSULTANT to perform CONSULTANT Services in exchange for compensation described in Section 7 and Attachment B.

23. JURISDICTION OF LAW; VENUE – The laws of the State of California shall govern the validity, construction, and effect of this Agreement, except to the extent said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the El Dorado County Superior Court, if Consultant is plaintiff, and in Sacramento County Superior Court, if Client is plaintiff.

24. CAPTIONS – The captions in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

25. WAIVER – No delay or omission to exercise any right, power, or remedy accruing to parties under this Agreement shall impair any right, power, or remedy of parties, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy; or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

26. AUTHORITY TO ENTER AGREEMENT – Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement on behalf of each respective party.

PC (CONSULTANT's initials) (CLIENT's initials)

CLIENT (City of South Lake Tahoe)
By:

Joe Irwin
City Manager

2/8/23
Date

CONSULTANT (Patrick Clark Consulting)
By:

Patrick Clark
Consultant

1/31/23
Date

CLIENT APPROVED AS TO FORM:
By:

Heather Stroud
City Attorney

CLIENT ATTESTATION:

By:

Susan Blankenship
City Clerk

2/7/2023

PC (CONSULTANT's initials) (CLIENT's initials)

ATTACHMENT A

SCOPE OF WORK

As limited by Section 2.a. of this Agreement; as otherwise consistent with this Agreement; and to the extent under the direction and supervision of CLIENT's City Manager, and/or a duly authorized designee, and in consultation with and with review and approval by CLIENT's duly provided, appropriate, relevant, necessary, and desired complementary/sub-specialists and licensed professionals, including, but not necessarily limited, to those described in Section 2.b. of this Agreement, "CONSULTANT Services" to include:

1. Serve as the CLIENT's Labor Negotiations Advisor and Labor Negotiator;
2. Allow CLIENT's City Council the opportunity to create the guidelines and parameters for ensuing discussions with CLIENT's recognized employee group(s);
3. Meet with CLIENT's Negotiation Committee and City Council to ensure proper relations with CLIENT's City Council and to assist in the formulation of CLIENT's position(s) for forthcoming meetings with CLIENT's recognized employee group(s);
4. Collaboratively develop guidelines, proposals, counter-proposals, strategies, and human resources and labor relations documents as are necessary to negotiations, specifically in cooperation with CLIENT's duly provided complementary/sub-specialists and licensed professionals, needed, or desired for input, review, or approval, as described in Section 2.b. of this Agreement, including, but not necessarily limited to, CLIENT's Negotiation Committee members and, without limitation, CLIENT's City Council, as well as CLIENT's legal counsel and actuary(ies), if/as necessary or desired.
5. Assist in developing tentative agreements, and MOU provisions, as are reasonable and/or necessary to negotiations, specifically at the direction of CLIENT's Negotiation Committee and CLIENT's City Council, and with the cooperation, review, and/or approval of any other appropriate, duly provided CLIENT complementary/sub-specialists and licensed professionals, as described in Section 2.b. of this Agreement, including, but not necessarily limited to CLIENT'S legal counsel, where CLIENT shall ensure that all tentative agreements and MOU provisions are subject to final review and approval by CLIENT's legal counsel and any other necessary or desired Section 2.b. complementary/sub-specialists and licensed professionals, prior to MOU adoption by CLIENT's City Council.
6. Serve as the CLIENT's Labor Negotiations Advisor and Labor Negotiator in any impasse proceedings or unit determination disputes.

PC (CONSULTANT's initials) (CLIENT's initials)

ATTACHMENT B

COMPENSATION RATES, DEFINITIONS, AND POLICIES

1. CONSULTANT Invoices: CONSULTANT invoices shall include brief descriptions of Time Worked, including dates and amount of time spent, and amounts for Time Worked at CONSULTANT's Rate, and, at CONSULTANT's discretion, amounts for Billable Expenses, if any, in accordance with the following definitions and related rates and policies.
2. Definitions:
    a. "Time Worked": Time Worked shall include both CONSULTANT's time spent performing Consultant Services and CONSULTANT's related drive time, including time spent driving between CLIENT's location(s) and CONSULTANT's office, home, or any other location.
    b. "CONSULTANT's Rate": CONSULTANT's Rate is $250.00 per hour, billable in increments of 15 minutes.
    c. "Billable Expenses:" CONSULTANT'S actual, reasonable, documented expenses shall be considered "Billable Expenses," and shall be reimbursed by CLIENT at cost, without mark-up, if and when billed by CONSULTANT.
3. Amendments to Attachment B: With 30 days advance written notice, CONSULTANT shall be entitled to unilaterally increase Consultant's Rate, set herein, or otherwise amend this Attachment.

PC (CONSULTANT's initials) (CLIENT's initials)

CONTRACT /AGREEMENTAUTHORIZATION ROUTING FORM

STAFF CONTACT INFORMATION

- NAME: Ember Buckman
- DEPARTMENT: Human Resources
- PHONE: 530 542 6050
- DATE OF SUBMITTAL: 2/7/23

CONTRACT/ AGREEMENT INFO.

- NAME: Patrick Clark Consulting
- CONTRACTOR/CONSULTANT: Patrick Clark
- START: END: OPTION TO RENEW: ☑
- AMOUNT OF CONTRACT: $ 50,000 NTE

BUDGET INFORMATION

ACCOUNT NO.: 100/01320/42010
BUDGET AVAILABLE: $35,000
FUNDING VERIFIED:
GRANT FUNDING? Source N/A Federal? Yes ☐ No ☑

Type of Contract

Professional Services Agreement ☑ License ☐ MOU ☐ Lease ☐
Purchase Order ☐ Purchase Agreement ☐ Construction ☐
Revenue Contract ☐ Operation/Concession Agreement ☐ Deed ☐
Maintenance Agreement ☐ Public Works Contract ☐ Vehicle ☐
Motorized Equipment ☐ IT/Electronic Equipment ☐

Brief Description:
The City received three responses to an RFP for a Labor Negotiation Consultant. After review of all three responses, the City has selected Patrick Clark Consulting as our 2023 Labor Negotiations Consultant. Please find attached PSA and Scope of Services.

Does this contract involve the following: construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and/or repair work involving any publicly owned, leased, or operated facility?
Yes ☐ No ☑ If **yes**, forward to Public Works for review
(Public Works Director authorization required)

Does this contract require special permitting, environmental review, CEQA/NEPA, Planning Dept. review, Commission approval? Yes ☐ No ☑ If yes, forward to Development Services Department for review ***(Director of Developmental Services authorization required)***

Reviewing Authority	Signature	Date Signed
Department Head	L Baker	02/07/2023
Public Works Director *(where applicable)*		
Dev. Services Director *(where applicable)*		
Finance Director	O Tikkanitova	02/08/2023
City Attorney		2/8/2023
City Manager	Joseph D.	2/8/23
City Clerk		2/7/2023

City Council Meeting Date ***(over $50K or where applicable)***: N/A - Falls under CM signing authority

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 14

Agenda Item: Lease to Locals Program Update

Executive Summary: The intent of the Lease to Locals program and ongoing efforts is to unlock existing housing for local workers. Since the program started almost four years ago, the program has unlocked 59 households, housed 144 residents, including children.Â As of today, fifty grants have been closed and completed. City Council will be considering options related to the future operations of the program including whether to terminate the agreement with Placemate to bring the program in-house, and whether to add more funding for incentive grants.

Requested Action / Suggested Motions: Pass a Motion to either: 1) Terminate the Professional Services Agreement with Placemate in 30 days, bring Program management in-house, and change the name to Long-Term Rental Incentive Program; 2) Allocate additional funding for incentive grants and continue with the Professional Service Agreement with Placemate; 3) Allocate additional funding for incentive grants and bring operation in-house; or, 4) Allow the Professional Services Agreement term to run its course until January 31, 2026, to gradually close the second grants.

Responsible Staff Member: Lydia Zuniga, Associate Management Analyst

Reviewed and Approved By: Zach Thomas, Director of Development Services Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01_-_Staff_Report_Lease_to_Locals_Update__1_ (2).docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 12, 2025

Title: Lease to Locals Program Update

Location: Citywide

Responsible Staff Member: Lydia Zuniga, Associate Management Analyst

Background: On October 19, 2021, the City Council adopted Resolution No. 2021-082 appropriating $500,000 in American Rescue Plan Act (ARPA) funds to initiate a long-term rental incentive grant pilot program. The Resolution authorized $72,000 for program administration, $14,000 for marketing cost, $200,000 for incentive grants to property owners. Leaving a remaining balance of $214,000 for a property management incentive program. During the meeting staff was also directed to execute a sole source Professional Service Agreement (PSA) with Landing Locals to administer the pilot program.

During the City Council meeting of August 9, 2022, staff provided an update on the status of the Lease to Locals program. The update included the success of the program, modifications to the guidelines, including the recommendation to allocate $214,000 towards the continuance of the Lease to Locals program, an extension of the program until December 2023, with a request to return to Council with an amended PSA with Landing Locals; to allow for the continuation of the administration of the program. Shortly after the update, Landing Locals rebranded and changed their name to Placemate. This action included $105,000 towards administrative cost and $9,000 towards marketing efforts.

At the November 21, 2023 City Council meeting, council approved the amended Professional Services Agreement (PSA) authorizing the mayor to enter into Amendment No. 2. This Amendment is to continue administration of the “Lease to Locals” Rental Incentive Grant Program until January 15, 2025 to coincide with the administrative billing cycle. An additional $91,000 was allocated to the administration of the program and $9,000 was allocated towards marketing.

On October 22, 2024, during Councilmember Reports and Comments, Councilmember Robbins requested a change in the Lease to Locals Program Guidelines to include a six-month lease option for half of the grant. Mayor Bass seconded the item to be brought back to City Council on November 19, 2024.

At the November 19, 2024, City Council meeting, City Council directed staff to renew the contract with Placemate for twelve months and to amend the Lease to Locals Program Guidelines to allow six-month leases for half of the incentive.

On January 28, 2025, City Council approved the Resolution No. 2025-005, authorizing the budget appropriation of $90,000 and authorized the Mayor to execute Amendment Number 3, to the Professional Services Agreement to continue administration of the “Lease to Locals” Rental

Incentive Grant Program until January 31, 2026. The action also included amending Program Guidelines for the addition of a 6-month lease option and increasing the incentive grant amount to $4,500 per qualified tenant for a 12-month lease and $2,000 per qualified tenant for a 6-month lease.

On June 3, 2025, City Council was provided a quarterly update on the Lease to Locals Program. During the meeting staff highlighted that as of the day of the report, staff had only approved 2 grants during 2025. Shortly after the council meeting, staff received several grants, below is a timeline of when how many grants were received:

- On June 3, the Quarterly Housing report was provided to Council. At that time $57,000 was available in the Lease to Locals budget for incentive grants.
- On June 4, Placemate submitted 3 grant requests totaling $31,500. That brought the remaining budget to $25,500.
- On June 6, Placemate submitted 1 grant request totaling $9,000. That brought the remaining budget to $16,500.
- On June 9, Placemate submitted 1 grant for totaling $13,500. That brought the remaining budget to $3,000.
- On June 13, Housing staff denied one grant request for falsifying proof of income. That brought the remaining budget to $12,000.
- On June 18, Placemate submitted 1 grant request totaling $4,500. That brough the remaining budget to $7,500.

As of the date of this report, the available balance for Placemate to administer and market the program is $47,513.79 and the remaining balance for the incentive grants is $7,500. The report highlights how the budget is difficult to track in real time. Additionally, staff spend a substantial amount of time tracking, reviewing the grant applications for completeness, tracking the budget, preparing payment requests and submitting the payments to Finance.

The Professional Services Agreement with Placemate ends on January 31, 2026. Below is a table illustrating the funds allocated and spent to date.

	Placemate	Marketing	Lease 2 Locals Program
Year 1 (2021-2022)	$72,000.00	$14,000.00	$200,000.00
Year 2 (2023)	$105,000.00	$9,000.00	$100,000.00
Year 3 (2024)	$91,000.00	$9,000.00	$0.00
Year 4 (2025)	$90,000.00	$0.00	$0.00
Total amount	$358,000.00	$32,000.00	$300,000.00

Remaining Balance for Professional Services Including Marketing	Grants Commited for 2025 second payments	Grants Committed for 2026 second payments	Remaining Balance for New Grants	Grand Total Remaining Balance
47,513.79	**$5,000.00**	**$33,750.00**	**$7,500.00**	**$93,763.79**

Issue and Discussion:
The intent of the Lease to Locals program and ongoing efforts is to unlock existing housing for local workers. Since the program started almost four years ago, the program has unlocked 59 households, housed 144 residents, including children. As of today, fifty (50) grants have been closed and completed.

	Year	Number of Grants Provided to Households	People Housed inc. Children	Grants Closed	Leases Renewed
Year 1	2021-2022	23	58	23	13
Year 2	2023	14	31	14	12
Year 3	2024	15	38	13	7
Year 4	2025	7	17		
	TOTAL	**59**	**144**	**50**	**32**

As previously reported the program has demonstrated a tendency to slow during the Holidays and Summer months, which aligns with other markets. The 2022-2027 Housing Element states that, there's also a need to provide quality, moderate income housing for year-round residents. As of today, the Lease to Locals program is the only active program within the city that's geared towards Moderate-Income residents.

In early Spring of this year, the Development Services Department introduced the new Community Development Software. Currently Housing staff is utilizing the program to track the housing inspections as well as the Rental Assistance Program. The new software has created improved efficiency and tracking abilities, should the Long-Term Incentive Program be brought in-house, this software would aid the efficiency of the program. Additionally, the Development Services Department has been utilizing Parcel Quest for many years to verify property owner(s) and property information.

The table below summarized options for the Council to consider regarding the future operation of the Program. Option one, which is for staff to administer and manage the Program in-house is the most cost-effective option. As previously noted, there is already a substantial amount of staff time in processing the grants. As such, a significant portion of program administration is currently done in-house. Any option in the below table would support the Strategic Plan 2025-2030 Priority 1. Ability for Everyone Who Works Here to Live Here.

Option	Summary	Pro	Con
Option 1	End the Professional Services Agreement with Placemate in 30 days. Bring Program management in-house. Change the name to Long-Term Rental Incentive Program.	Reallocate the remaining balance of $47,513.79 to pay for grants. No additional budget allocated to administer the program.	Remaining compliance and second grants are handed off to City staff, which will require staff time. Continuation of the Long-Term Rental Incentive Program may require allocating additional funds in the future.
Option 2	Allocate additional funding for incentive grants and continue with the Professional Service Agreement with Placemate.	Program continuity	Additional funding is required for incentive grants and continued administration of the Program by Placemate.
Option 3	Allocate additional funding for incentive grants and bring operation in-house.	Program continuity and cost savings by bringing Program administration in-house	Additional staff time would be required. Additional funding would be needed for grant payments.
Option 4	Allow the Professional Services Agreement term to run its course until January 31, 2026, to gradually close the second grants.	Reduce administrative fee by 50% to $3,750/month.	No additional properties onboarded by Placemate and Program would cease operation.

Staff recommends that the City Council pass a Motion consistent with one of the options provided in the above table.

Financial Implications: The ARPA established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. This program is intended to provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19 and assist efforts to mitigate impacts on communities, residents, and businesses. Council Resolution 2021-082 appropriated $500,000 in ARPA funds to initiate the long-term rental incentive grant pilot program. The funds associated with ARPA have largely been spent. Future funding of the Program will require and allocation from the General Fund Undesignated Reserve.

Environmental Considerations: The recommendation in this report is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The effort to increase the use of existing housing stock for long-term rental is identified as the first housing action item in the City's 2025-2030 Strategic Plan

The Lease to Locals program is also consistent with the following adopted General Plan Housing Element policies and programs:

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 2-3 The City shall encourage a range of housing options so that people who work in South Lake Tahoe can choose to live in the City.

Policy 2-5 The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and support programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the City.

Program 3-9 Landlord/Tenant Matching Program

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 15

Agenda Item: Citizen Appointment to the Building and Housing Board of Appeals

Executive Summary: City Council will review the application received to fill the vacancy on the Building and Housing Board of Appeals, and either 1) pass a Motion appointing the applicant to fill the vacancy on the Board for a term expiring in February 2027; or 2) Direct the City Clerk to continue to solicit for applications to fill the vacancy on the Building and Housing Board of Appeals.

Requested Action / Suggested Motions: Review the application received, and either 1) pass a Motion appointing the applicant to the Building and Housing Board of Appeals or 2) Direct the City Clerk to continue soliciting for applications to the Building and Housing Board of Appeals.

Responsible Staff Member: Michelle Davis, Assistant City Clerk

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report- Appointment to the Building and Housing Board of Appeals.docx
02- BBOA Application- May (Redacted).pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 12, 2025

Title: Citizen Appointments to City Boards and Commissions

Location: Citywide

Responsible Staff Member: Michelle Davis, Assistant City Clerk

Background: Consistent with Resolution 2024-016, the City Clerk's Department began soliciting applications for citizen appointments to the Airport Land Use Commission; Building Board of Appeals; Parks and Recreation Commission; Planning Commission; Arts, Culture, & Tourism Commission; and Police Advisory Commission.

Issue and Discussion: One vacancy remains on the Building and Housing Board of Appeals. This is a two-year term that is scheduled to expire in February of 2027. One application to fill this vacancy was received on June 23, 2025.

Financial Implications: Costs associated with staff support of the individual commissions/boards have been budgeted for within the department who oversees the commission.

Environmental Considerations: This is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies)

Policy Implications: The solicitation and appointment of citizens to various boards and commissions meets the requirements set forth in Resolution 2024-016 and conforms to City Council Protocols.

CITY OF SOUTH LAKE TAHOE

VOLUNTEER COMMISSION/BOARD MEMBER APPLICATION

Please Legibly Print or Type

NAME: FIRST	MIDDLE INITIAL	LAST	COMMITTEE AND/OR CATEGORY APPLYING FOR:
DAN	N	MAY	BUILDING & HOUSING BOARD OF APPEALS

RESIDENCE: STREET ADDRESS	CITY	STATE	ZIP CODE
[redacted]	SOUTH LAKE TAHOE	CA	96150

MAILING ADDRESS: P.O. BOX	CITY	STATE	ZIP CODE
SAME AS ABOVE			

RESIDENCY: (Please select one)
CITY RESIDENT [ ] EL DORADO COUNTY RESIDENT [X] DOUGLAS COUNTY RESIDENT [ ] STATE OF NEVADA RESIDENT [ ]

PHONE NUMBER(S): RESIDENCE:	BUSINESS:	EMAIL ADDRESS:
[redacted]	775-589-5321	[redacted]

EMPLOYER: TAHOE TRANSPORTATION DISTRICT

EDUCATION/EXPERIENCE:
BACHELOR'S DEGREE: BUSINESS ADMINISTRATION - ACCOUNTING

CERTIFIED PUBLIC ACCOUNTANT

PLEASE LIST ANY PAST OR PRESENT COMMUNITY INVOLVEMENT AND/OR GROUP AFFILIATIONS:
N/A

WHAT DO YOU SEE AS THE RESPONSIBILITIES OF THIS COMMITTEE AND WHAT DO YOU HOPE TO ACCOMPLISH IF APPOINTED?
I SEE MY RESPONSIBILITIES AS APPLYING CITY BUILDING AND RELATED CODES AS THEY APPLY TO SPECIFIC APPEALS. I HOPE TO IMPROVE THE TRUST THAT OUR COMMUNITY HAS WITH THE CITY BY BRINGING MY EXPERIENCE TO ENSURE THAT APPEALS ARE APPROPRIATELY PROCESSED.

Have you taken the opportunity to attend any previous commission meeting prior to the notice of this vacancy?
YES [ ] NO [X]

Please list any potential conflict of interests that you may foresee if appointed to the Commission that you've applied:
I HAVE NO POTENTIAL CONFLICTS OF INTEREST.

If appointed to the Airport Land Use Commission, Planning Commission Building Board of Appeals, Parks & Recreation Commission, Arts, Culture and Tourism Commission or Independent Citizens' Oversight Commitee, you will be required by the State of California Fair Political Practices Commission to file a Conflict of Interest Statement with the City Clerk. Will you be willing to comply with this requirement?

YES [X] NO [ ]

CERTIFICATE OF APPLICANT:
I certify that all statements made in this application are true and complete. I understand that any false statement or omission of material facts will subject me to disqualification or dismissal.

DATE: 06/23/2025 SIGNATURE: [redacted]

RECEIVED
JUN 23 2025
City of South Lake Tahoe
Office of the City Clerk

WHEN COMPLETED RETURN FORM
TO: Office of the City Clerk
Attn: Michelle Davis - City Clerk 1901
Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150
PH: (530) 542-6004
medavis@cityofslt.us

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 16

Agenda Item: Ordinance Amending South Lake Tahoe City Code to Lower Speed Limits on Sections of Sierra Boulevard (First Reading)

Executive Summary: On November 19, 2024, the City Council adopted an ordinance to lower speed limits on sections of Pioneer Trail, Ski Run Blvd, and Lake Tahoe Blvd. The Council also requested an Engineering and Traffic Survey (E&TS) to be conducted for Sierra Boulevard. The City entered into a contract with JLB Traffic Engineering, Inc. to conduct the E&TS. JBL has utilized the Caltrans Traffic Operations Policy Directive (No. 09-04), effective July 1, 2009, which clearly defined these changes and incorporated new requirements into the California Traffic Control Manual. Section 2B.13 of the 2014 Edition of the California Traffic Control Manual now requires as a standard that a speed limit shall be established at the nearest 5 mph increment of the 85th percentile speed, except that the posted speed may be reduced by 5 mph from the nearest five mph increment of the 85th percentile speed in compliance with CVC Sections 627 and 22358.5. For cases in which the nearest 5 mph increment of the 85th percentile speed would require rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed if no further reduction is used. Staff recommends lowering the speed limit on Sierra Boulevard from 35 mph to 30 mph.

Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by the title only) of an Ordinance Amending South Lake Tahoe City Code Chapter 4.25 (Motor Vehicles and Traffic), Article IV (Operation of Vehicles), Sections 4.25.160 and 4.25.170 to Modify the Speed Restrictions on Sierra Boulevard, and refer to second reading and adoption to the meeting on September 9, 2025.

Responsible Staff Member: Anush Nejad, Director of Public Works and Doug Sentell, Administrative Lieutenant

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - Amendment to Speed Restrictions Ordinance Sierra.docx
02-Ordinance-Speed Limit Reduction on Sierra Blvd.docx
03 - R20250724 Sierra Boulevard ETS - Signed.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 12, 2025

Title: Amendment to Speed Restrictions Ordinance

Location: Sierra Blvd

Responsible Staff Member: Anush Nejad, Director of Public Works and Doug Sentell, Administrative Lieutenant

Background: Speed limits establish a reasonable and safe operating speed for a specific section of roadway. Per California Vehicle Code (CVC) Section 22349, the maximum speed limit on a multilane highway and two-lane undivided roadway is 65 mph and 55 mph, respectively. Cities conduct Engineering and Traffic surveys (E&TS) to post speed limits that are lower than these speed limits. Engineering and traffic surveys are also referred to as speed zones. California law requires cities to conduct a speed survey every 10 years for a speed limit to be enforceable, even if no changes have been made to the roadway.

Engineering and Traffic Survey (E&TS):

An E&TS establishes speed limits by considering the following:

- Prevailing speeds (or 85th percentile speeds).
- Collision History
- Highway, traffic, and roadside conditions not readily apparent to the driver.
- Other factors that may be considered while developing E&TS are business or residential density and pedestrian and bicyclist safety.

The most widely accepted method of determining the posted speed limit is to set it at the “85th percentile speed,” at or below which 85 percent of the traffic is moving. The 85th percentile speed is the single most influential indicator of what is safe and reasonable, and it is used to determine the speed limit by rounding to the nearest five mph increment and posting the speed limit at that speed. Suppose sufficient conditions are not readily apparent to the driver, as determined by a registered engineer. In that case, the posted speed limit can be lowered by five (5) mph, and such a decision must be documented in the E&TS. With a valid E&TS, the Police Department can use the radar or lidar to enforce the speed limits within the ten-year validity period.

The procedures used to formulate recommendations meet the requirements of the California Vehicle Code (CVC) Section 235, Section 515, Section 627, Sections 22349 through 22358 under Division 11, Chapter 7 “Speed Laws,” Section 40802 and others referenced herein, and the 2014 Edition of the CA MUTCD. The CA MUTCD is an amended version of the Federal Highway

Administration MUTCD for use in California. Summarized below are applicable portions from the CVC related to the preparation of an engineering and traffic survey for speed limit

California Vehicle Code (CVC) Summary

- CVC Section 235 – Business District: An area in which at least 50 percent of the properties are used for business for a minimum distance of 600 feet on one side or 300 feet on both sides of a highway.

- CVC Section 515 – Residence District: An area outside of the Business District along a highway with a minimum of 13 separate dwelling units on one side or 16 on both sides within a quarter mile.

- CVC Section 627 – Engineering and Traffic Survey: A survey of highway and traffic conditions following methods determined by the California Department of Transportation (Caltrans) for use by State and local authorities, which shall include consideration of prevailing speeds as determined by traffic engineering measurements, accident records, and highway, traffic, and roadside conditions not readily apparent to the driver. Local authorities may also consider residential density as defined in Section 515 and safety of bicyclists and pedestrians, with increased consideration for vulnerable groups.

- CVC Section 22349 – Maximum Speed Limits: Provides that no person shall drive a vehicle upon a highway at a speed greater than 65 mph. An exception to this, as stated in CVC Section 22356, is that Caltrans or the appropriate local agency may increase the speed. These increases can only be made after consultation with the California Highway Patrol (CHP) and based on an engineering and traffic survey.

- CVC Section 22350 – Basic Speed Law: Provides that no person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent, having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed that endangers the safety of persons or property. Reasonable is defined in Webster's New World Dictionary as "just, of sound judgment, and not excessive." Prudent is defined as "exercising sound judgment in practical matters, cautious and discreet in conduct, not rash and managing carefully.

- AB 43 Legislation – Assemblymember Laura Friedman of District 43 brought forward the AB 43 Legislation related to traffic safety. The Governor approved this bill on October 08, 2021. This bill authorizes the local authorities to consider the safety of vulnerable pedestrian groups and designate safety corridors. Under AB 43, the local authority can after completing an engineering and traffic survey and finds that the speed limit is still more than is reasonable or safe, the local authority may, by ordinance, determine and declare a prima facie speed limit that has been reduced an additional five miles per hour for either of the following reasons:

  (1) The portion of the highway has been designated as a safety corridor. A local authority shall not deem more than one-fifth of their streets as safety corridors.

  (2) The portion of the highway adjacent to any land or facility that generates high concentrations of bicyclists or pedestrians, especially those from vulnerable groups such as children, seniors, persons with disabilities, and the unhoused.

Issue and Discussion: The existing E&TS has expired, and a current E&TS is required to enforce the speed limits. Furthermore, with the AB 43 Legislation, the City can consider lower speed limits within its guidelines.

The City entered into a contract with JLB Traffic Engineering, Inc. to conduct the E&TS. JLB has completed the preparation of the Engineering and Traffic Survey Report for the segment of Sierra Boulevard between Lake Tahoe Boulevard and Barbara Avenue in the City of South Lake Tahoe. The Engineering and Traffic Survey was prepared pursuant to the latest editions of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and the California Vehicle Code (CVC). JLB's main objective for this assignment is to prepare an Engineering and Traffic Survey and recommend the appropriate speed limit consistent with the laws and practices of the State of California.

This report, along with its appendices, provides the data and findings utilized to complete the Engineering and Traffic Survey (See Attachment 04). The current standard as described in the CA MUTCD is to consider the speed limit at the nearest five miles per hour (MPH) increment of the critical speed. However, a reduction of five mph is allowable to meet the needs of the community if justification is provided in accordance with the CVC through an engineering and traffic survey. Significant factors in determining reasonable and safe speed limits that are most appropriate to facilitate the orderly movement of traffic include: prevailing speeds, collision rates, unexpected roadway conditions and adjacent land uses, including residential and commercial densities.

JBL has utilized the Caltrans Traffic Operations Policy Directive (No. 09-04), effective July 1, 2009, which clearly defined these changes and incorporated new requirements into the California Traffic Control Manual. Section 2B.13 of the 2014 Edition of the California Traffic Control Manual now requires as a standard that a speed limit shall be established at the nearest five mph increment of the 85th percentile speed, except that the posted speed may be reduced by five mph from the nearest five mph increment of the 85th percentile speed in compliance with CVC Sections 627 and 22358.5. For cases in which the nearest five mph increment of the 85th percentile speed would require rounding up, the speed limit may be rounded down to the nearest five mph increment below the 85th percentile speed if no further reduction is used.

Section 2B.13 further states that justification for reducing speed limits can be based on residential density, pedestrian/bicyclist safety, and other factors not readily apparent to drivers but essential to meet the traffic safety needs of the community. The following factors may be considered to adjust and determine the final speed limits:

- Road characteristics, shoulder condition, grade, alignment, and sight distance
- Ten mph pace speed (a 10-mile range in speeds in which the highest number of data is recorded)
- Roadside development and environment
- Parking practices and bicycle/pedestrian activity
- Reported collision experience for at least 2 months.

Based on the above procedures, the following are the recommendations for new speed limits. Table 1 summarizes the results of the E&TS and recommendations.

Table I: Sierra Boulevard

Limits		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Recommended Speed (MPH)	Method and Response
Take Tahoe Blvd	Barbara Avenue	**35**	**36**	**30**	CA MUTCD Method 1, this corridor has high pedestrian and bicyclist activity and contains a connection to trails through a park and to Lake Tahoe Community College

Attachments 02 and 03 are the proposed amendments to the Ordinance and the completed E&TS.

Financial Implications: Existing signs must be removed and replaced to implement the proposed speed limit changes. This conversion will cost about $2,000 and can be covered with the current approved operating budget.

Environmental Considerations: The actions proposed in this item are exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301 (Existing Facilities).

Policy Implications: This project advances the City Council's Strategic Priorities and Goals related to traffic safety and neighborhood preservation.

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe City Council

August 12, 2025

An Ordinance Amending South Lake Tahoe City Code Chapter 4.25 (Motor Vehicles and Traffic), Article IV (Operation of Vehicles), Sections 4.25.160 and 4.25.170 to Modify the Speed Restrictions on Sierra Boulevard

FINDINGS

A. Speed limits establish a reasonable and safe operating speed for a specific section of roadway. Per California Vehicle Code section 22349, the maximum speed limit on a multilane highway and two-lane undivided roadway is 65 mph and 55 mph, respectively. Cities conduct Engineering and Traffic surveys (E&TS) to post speed limits that are lower than these speed limits.

B. Engineering and traffic surveys are also referred to as speed zones. California law requires cities to conduct a speed survey every 10 years for a speed limit to be enforceable, even if no changes have been made to the roadway.

C. The City signed a contract with JLB Traffic Engineering, Inc. (JBL) to conduct the E&TS for Sierra Blvd.

D. Caltrans Traffic Operations Policy Directive (No. 09-04), effective July 1, 2009, clearly defined requirements in the California Traffic Control Manual. Section 2B.13 of the 2014 Edition of the California Traffic Control Manual now requires as a standard that a speed limit shall be established at the nearest five mph increment of the 85th percentile speed, except that the posted speed may be reduced by five mph from the nearest five mph increment of the 85th percentile speed in compliance with CVC Sections 627 and 22358.5. For cases where the nearest five mph increment of the 85th percentile speed would require rounding up, the speed limit may be rounded down to the nearest five mph increment below the 85th percentile speed if no further reduction is used.

E. Based on the E&TS and recommendations of the Public Works Director/City Traffic Engineer, the speed limit on Sierra Boulevard from Lake Tahoe Boulevard to Barbara Avenue is recommended to be lowered from 35 mph to 30 mph.

Now, therefore, the City Council of the City of South Lake Tahoe does ordain as follows:

SECTION 1. Section 4.25.160 (Speed restrictions on certain streets – 30 mph) of the South Lake Tahoe City Code is hereby amended to read as follows:

> There is hereby established a 30-mile-per-hour prima facie speed limit on the following portions of city streets, when signs are placed as required by law:

A. Keys Boulevard, from Lake Tahoe Boulevard (U.S. Highway 50) to Venice Drive.
B. Pioneer Trail, from Keller Road to Ski Run Boulevard.
C. Ski Run Boulevard, from Lake Tahoe Boulevard (U.S. Highway 50) to Pioneer Trail.
D. Lake Tahoe Boulevard, from State Route 89 to D Street.
E. Sierra Boulevard, from Lake Tahoe Boulevard (U.S. Highway 50) to Barbarra Avenue)

SECTION 2. Section 4.25.170 (Speed restrictions on certain streets – 35 mph) of the South Lake Tahoe City Code is hereby amended to read as follows:

There is hereby established a 35-mile-per-hour prima facie speed limit on the following portions of city streets when signs are placed as required by law:

A. Lake Tahoe Boulevard, from Lake Tahoe Boulevard (U.S. Highway 50) westward to the city limits.
B. Johnson Boulevard, from the intersection of Treehaven Drive, southward to the intersection of Happy Home Cemetery Road.
C. Pioneer Trail, from Ski Run Boulevard to Al Tahoe Boulevard.
D. Ski Run Boulevard, between Pioneer Trail and Needle Peak Drive.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Council finds that the adoption of the proposed Ordinance is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301(c) (Existing Facilities) because the Ordinance addresses speed limits on existing roadways.

SECTION 5. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 6. This Ordinance shall become effective thirty days after the date of its adoption.

Adopted by the City of South Lake Tahoe City Council on September 9, 2025, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Mayor

Attest:

_____

Susan Blankenship, City Clerk

First Reading:
Second Reading:
Effective:

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Engineering and Traffic Survey Report

City of South Lake Tahoe

Prepared for:

City of South Lake Tahoe – Public Works Department
1740 D Street
South Lake Tahoe, CA 96150

July 24, 2025

Project No. 060-002

Traffic Engineering, Transportation Planning, & Parking Solutions
516 W. Shaw Ave., Ste. 103
Fresno, CA 93704
Phone: (559) 570-8991
www.JLBtraffic.com

Traffic Engineering, Transportation Planning, & Parking Solutions

Engineering and Traffic Survey Report

City of South Lake Tahoe, California

July 24, 2025

This Engineering and Traffic Survey Report has been prepared under the direction of a licensed Traffic Engineer. The licensed Traffic Engineer attests to the technical information contained therein and has judged the qualifications of any technical specialists providing engineering data from which recommendations, conclusions and decisions are based.

Prepared by:

Jose Luis Benavides, PE, TE

President

REGISTERED PROFESSIONAL ENGINEER
JOSE LUIS BENAVIDES
No.T 2328
Exp:06/30/27
TRAFFIC
STATE OF CALIFORNIA

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Introduction and Summary

JLB Traffic Engineering, Inc. (JLB) has completed the preparation of the **Engineering and Traffic Survey Report** for the segment of Sierra Boulevard between Lake Tahoe Boulevard and Barbara Avenue in the City of South Lake Tahoe. The Engineering and Traffic Survey was prepared pursuant to the latest editions of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and the California Vehicle Code (CVC). JLB's main objective for this assignment is to prepare an Engineering and Traffic Survey and recommend the appropriate speed limit consistent with the laws and practices of the State of California. This report, along with its appendices, provides the data and findings utilized to complete the Engineering and Traffic Survey.

Introduction

This report presents the results of the Engineering and Traffic Survey for the segment of Sierra Boulevard between Lake Tahoe Boulevard and Barbara Avenue conducted by JLB for the City of South Lake Tahoe. The roadway segment included in the Engineering and Traffic Survey was selected through coordination with the City's Police Department and Public Works Department. The survey includes a summary of the radar speed survey, daily traffic count, traffic collisions and an analysis of roadway conditions for the segment of Sierra Boulevard between Lake Tahoe Boulevard and Barabara Avenue in the City of South Lake Tahoe in the County of El Dorado.

The purpose of this survey is to recommend the speed limits appropriate for enforcement and to provide any recommended speed limit changes in accordance with current State of California regulations and guidelines. The CVC Section 40802 requires that an engineering and traffic survey for speed limits should be conducted once every five, seven or fourteen years by governing municipalities in order to use radar or any other electronic device as a means of speed limit enforcement. Streets defined as "local street or road" as described in the amended subdivision (b)(1) of Section 40802 Speed Trap of the CVC, effective January 1, 2022, are exempted.

Speed limits are established primarily for the purpose of protecting the public from the unreasonable behavior of reckless, unreliable or dangerous drivers. Speed limits are generally established at or near the 85th percentile speed. The 85th percentile speed, also referred to as the critical speed, is defined as the speed which 85 percent of traffic is moving at or below in free flow conditions. Speed limits established on this basis conform to the consensus of those who drive on the roadways as to what speed is reasonable and safe under normal driving conditions.

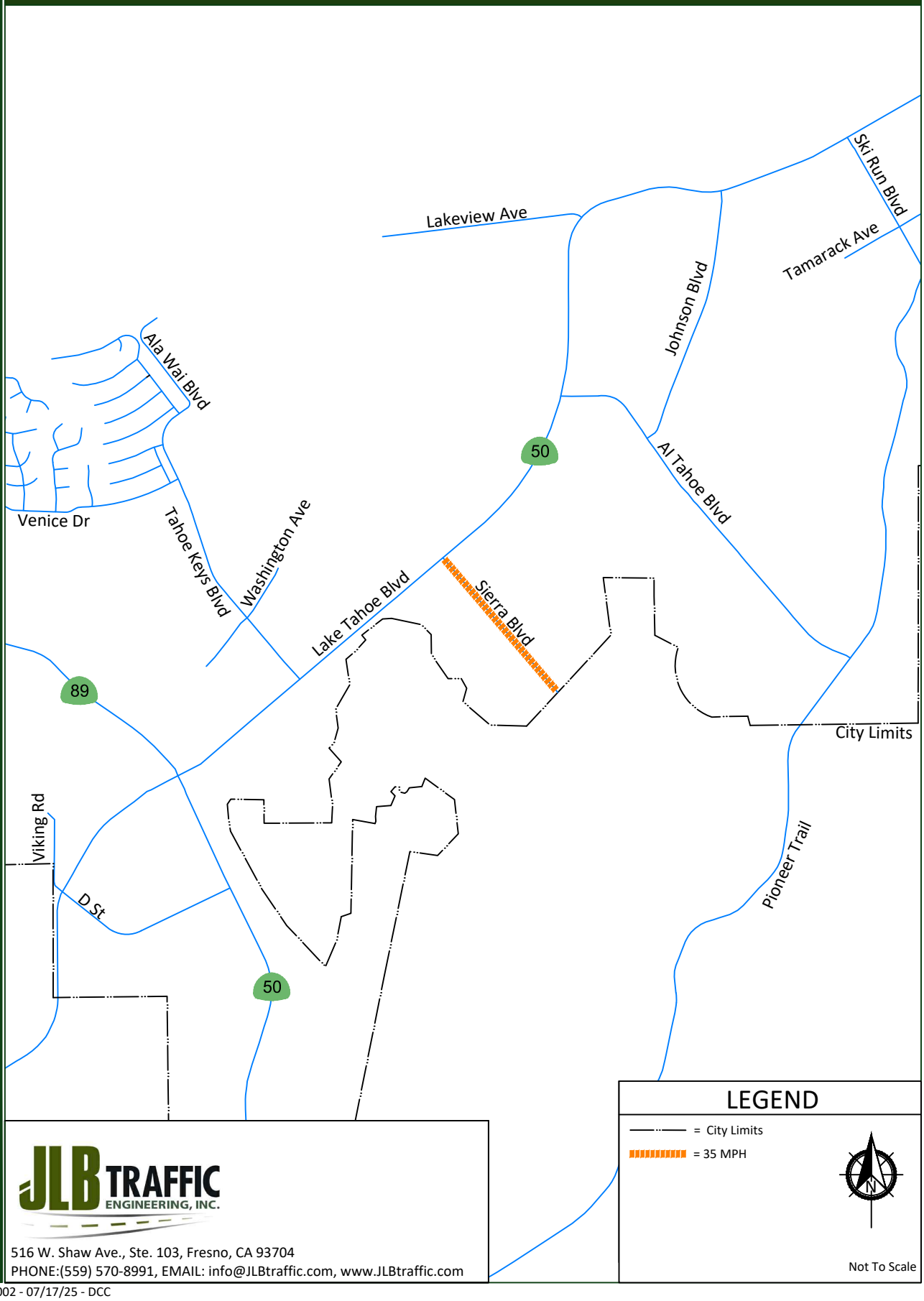
The current standard as described in the CA MUTCD is to consider the speed limit at the nearest five miles per hour (MPH) increment of the critical speed. However, a reduction of five mph is allowable to meet the needs of the community if justification is provided in accordance with the CVC through an engineering and traffic survey. Significant factors in determining reasonable and safe speed limits that are most appropriate to facilitate the orderly movement of traffic include: prevailing speeds, collision rates, unexpected roadway conditions and adjacent land uses, including residential and commercial densities. A more detailed discussion of current State regulations and guidelines is provided in the Speed Limit Recommendations section of this Report. Applicable CVC Code sections are summarized in the California Vehicle Code Summary section.

Existing Conditions

JLB conducted a drive through in both directions for the study segment and took notes on the roadway conditions, circulation, signage and posted speed limits. Figure 1 displays the existing study segment and its posted speed limit. It is recommended that all signs on this study segment are verified to be to the standards specified in the CA MUTCD. The bottom of all regulatory speed limit signs should be verified to be a minimum of five (5) feet above the edge of travel way.

City of South Lake Tahoe E&TS
Existing Posted Speed Limit

Figure 1



JLB TRAFFIC ENGINEERING, INC.
516 W. Shaw Ave., Ste. 103, Fresno, CA 93704
PHONE:(559) 570-8991, EMAIL: info@JLBtraffic.com, www.JLBtraffic.com

060-002 - 07/17/25 - DCC

Summary

Based on current State regulations and guidelines, it is recommended that the City of South Lake Tahoe adopt the recommended speed limit for Sierra Boulevard as noted in Table I. Copies of speed survey data are included in Appendix A, the traffic counts are included in Appendix B, Collision Reports for the study segment are included in Appendix C and Table I displays the data as well as the speed limit recommendations for the study segment. Figure 2 illustrates the recommended speed limit for Sierra Boulevard.

The procedures used to formulate recommendations in this report meet the requirements of the California Vehicle Code (CVC) Section 235, Section 515, Section 627, Sections 22349 through 22358 under Division 11, Chapter 7 "Speed Laws", Section 40802 and others referenced herein, and the 2014 Edition of the CA MUTCD. The CA MUTCD is an amended version of the Federal Highway Administration MUTCD for use in California. Summarized below are applicable portions from the CVC related to the preparation of an engineering and traffic survey for speed limits.

California Vehicle Code (CVC) Summary

CVC Section 235 – Business District: An area in which at least 50 percent of the properties are used for business for a minimum distance of 600 feet on one side or 300 feet on both sides of a highway.

CVC Section 515 – Residence District: An area outside of the Business District along a highway that has a minimum of 13 separate dwelling units on one side, or 16 on both sides within a distance of a quarter mile.

CVC Section 627 – Engineering and Traffic Survey: A survey of highway and traffic conditions in accordance with methods determined by the California Department of Transportation (Caltrans) for use by State and local authorities, which shall include consideration of prevailing speeds as determined by traffic engineering measurements, accident records, and highway, traffic, and roadside conditions not readily apparent to the driver. Local authorities may also consider residential density as defined in Section 515 and safety of bicyclists and pedestrians, with increased consideration for vulnerable groups.

CVC Section 22349 – Maximum Speed Limits: Provides that no person shall drive a vehicle upon a highway at a speed greater than 65 mph. An exception to this, as stated in CVC Section 22356, is that Caltrans or the appropriate local agency may increase the speed and these increases can only be made after consultation with the California Highway Patrol (CHP) and on the basis of an engineering and traffic survey.

CVC Section 22350 – Basic Speed Law: Provides that no person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed that endangers the safety of persons or property. Reasonable is defined in Webster's New World Dictionary as "just, of sound judgment, and not excessive." Prudent is defined as "exercising sound judgment in practical matters, cautious and discreet in conduct, not rash and managing carefully."

CVC Section 22351 – Speed Law Violations: States that the speed of any vehicle upon a highway not in excess of the limits specified in Section 22352 of the CVC or established as authorized in the CVC is lawful unless clearly proved to be in violation of the Basic Speed Law. This same section also states that the speed of any vehicle upon a highway in excess of the prima facie speed limits in Section 22352 of the CVC or established as authorized in the CVC is unlawful unless the defendant establishes by competent evidence that the speed in excess of said limits did not constitute a violation of the Basic Speed Law at the time, place and under the conditions then existing.

CVC Section 22352 – Prima Facie Speed Limits: Establishes prima facie speed limits for Local Roads and Streets. The literal definition of the phrase "prima facie" is "first appearance". It is also defined at "first view" and "before investigation". Prima facie evidence is evidence sufficient to establish fact, or to raise presumption of fact, unless rebutted. Prima facie speed limits are those that are defined in CVC Section 22352. These speed limits shall be applicable unless changed as authorized in the CVC and, if so changed, only when signs have been erected giving notice thereof.

A speed limit of 15 mph applies at railroad crossings, at uncontrolled highway intersections with obstructed view, and on alleys. A speed limit of 25 mph applies on any highway other than State highways in any business or residence district, unless a different limit is established by procedures described in the CVC. The 25 mph limit also applies in school zones and on a roadway segment which passes adjacent to a senior center or facility primarily used by senior citizens which are posted with "SCHOOL" or "SENIOR" warning signs.

CVC Sections 22357 (Increase of Local Speed Limits to 65 mph) and 22358 (Decrease of Local Speed Limits): Authorizes local authorities to establish prima facie speed limits on streets and roads under their jurisdiction, on the basis of an engineering and traffic survey.

CVC Sections 22358.3 (Decrease on Narrow Streets) and 22358.4 (Decrease of Local Limits Near Schools or Senior Centers): Authorizes local agencies to reduce prima facie speed limits to 20 or 15 mph on narrow streets (with roadway width less than 25 feet), school zones, or senior centers on the basis of engineering and traffic surveys.

CVC Section 22358.5 – Downward Speed Zoning: Physical conditions such as width, curvature, grade, and surface conditions, or any other condition readily apparent to a driver, in the absence of other factors, would not require special downward speed zoning, as the basic rule of section 22350 is sufficient regulation as to such conditions.

CVC Section 22358.6 – 85th Percentile: The CA MUTCD has been updated to require the local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic.

In cases in which the speed limit needs to be rounded down to the nearest five miles per hour increment of the 85th-percentile speed, the Department of Transportation or a local authority may lower the speed limit by five miles per hour from the nearest five mile per hour increment of the 85th-percentile speed, in compliance with Sections 627 and 22358.5 and the CA MUTCD, if the reasons for the lower speed limit are documented in an engineering and traffic survey.

In cases in which the speed limit needs to be rounded up to the nearest five miles per hour increment of the 85th-percentile speed, the Department of Transportation or a local authority may decide to instead round down the speed limit to the lower five miles per hour increment. If the speed limit is rounded down pursuant to this subdivision, the speed limit shall not be reduced any further.

Furthermore, a local authority may additionally lower the speed limit as provided in Section 22358.7. However, the total reduction of the speed limit pursuant to subdivisions (a) to (d) of CVC 22358.6, inclusive, shall not exceed 12.4 miles per hour from the 85th percentile speed.

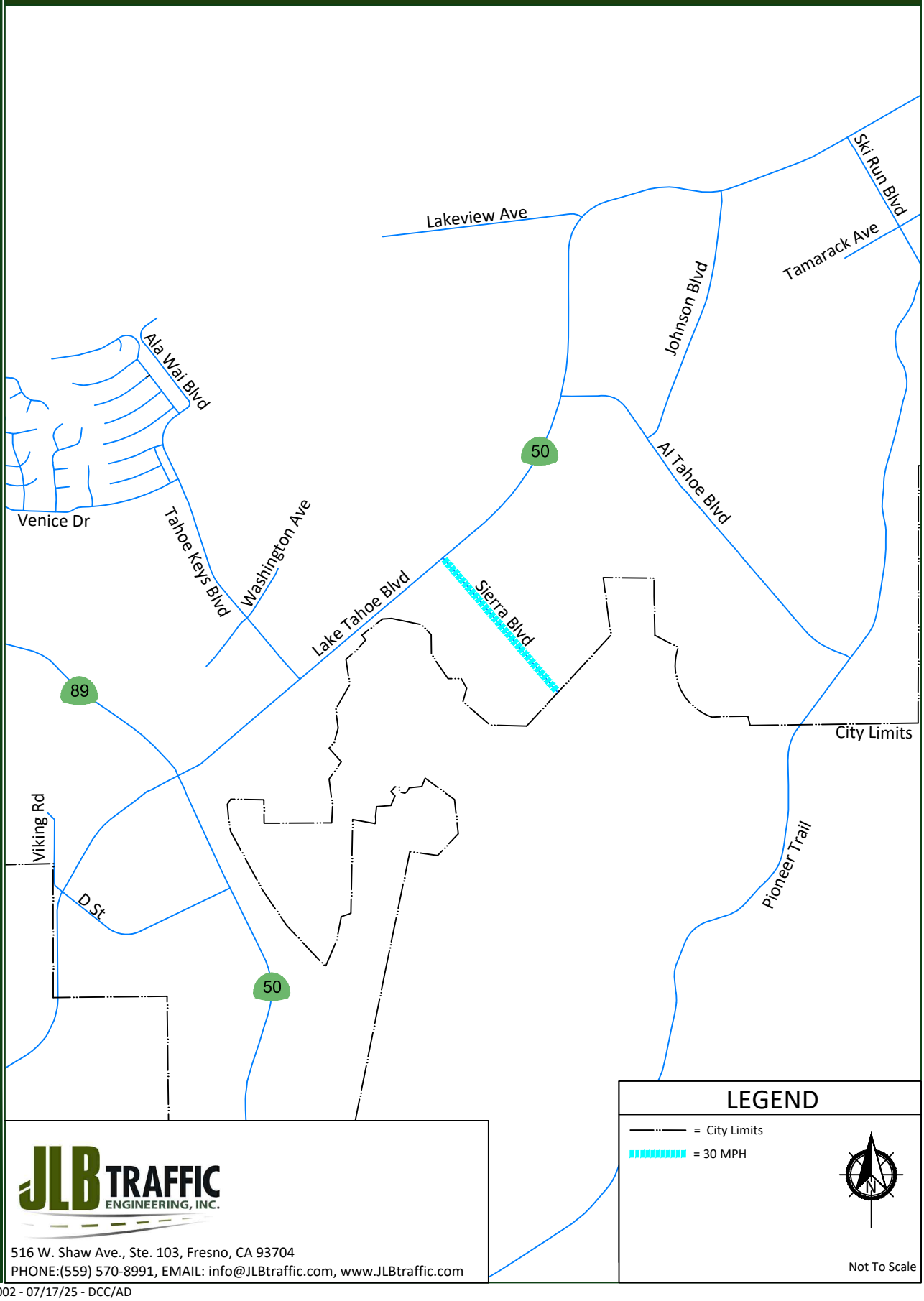
CVC Section 22358.7(a) – Downward Speed Zoning: Authorizes a local authority to determine a prima facie speed limit that has been reduced an additional five miles per hour, after completing an engineering and traffic survey, based on the following reasons. The portion of highway has been designated a safety corridor which shall not be classified for more than one-fifth of all streets or the portion of highway is adjacent to a land use that generates a high concentration of bicyclists or pedestrians, especially those from groups such as children, seniors, persons with disabilities, and the unhoused.

CVC Section 22358.7(b)(d) – Safety Corridor: A "safety corridor" shall be defined by the Department of Transportation in the next revision of the CA MUTCD. In making this determination, the department shall consider highways that have the highest number of serious injuries and fatalities based on collision data that may be derived from, but not limited to, the Statewide Integrated Traffic Records System. When Section 22358.7(a) is used to lower a speed 10 miles per hour from the 85th percentile, a local authority shall issue only warning citations for violations of exceeding the speed limit by 10 miles per hour or less for the first 30 days that a lower speed limit is in effect as authorized by this section.

CVC Section 40802 (a)(2) – Prima Facie Speed Limits: Provides that prima facie speed limits established under CVC Sections 22352(b)(1), 22354, 22357, 22358, and 22358.3 may not be enforced by radar unless the speed limit has been justified by an engineering and traffic survey within the last five years, seven or fourteen years if a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred, including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume. This CVC section does not apply to a local street, road or school zone. A local street or road is defined by the latest functional usage and federal-aid system maps, or a street or road that primarily provides access to abutting residential property and meets the following criteria: (1) roadway is not more than 40 feet in width; (2) roadway is not more than one-half mile of uninterrupted length; and (3) roadway is not more than one travel lane in each direction.

City of South Lake Tahoe E&TS
Recommended Speed Limit

Figure 2



JLB TRAFFIC ENGINEERING, INC.
516 W. Shaw Ave., Ste. 103, Fresno, CA 93704
PHONE:(559) 570-8991, EMAIL: info@JLBtraffic.com, www.JLBtraffic.com

060-002 - 07/17/25 - DCC/AD

Survey Methodology

Radar Checks

The traffic speed surveys for the study segments were conducted in June 2025 with a calibrated radar gun on days with fair weather, dry pavement and clear visibility. An effort was made to ensure that the presence of radar survey equipment did not affect the speed of the traffic being surveyed. Locations were selected where the prevailing speeds were representative of the entire street segment. The CA MUTCD provides guidance for the completion of an Engineering and Traffic Survey. Under the Guidance section of the MUTCD it is recommended that a minimum sample of 50 observations be used, but for purposes of this study a minimum of 100 observations were used or a maximum period of two hours if 100 observations are not achieved. The results of the radar speed survey data are shown in Appendix A.

Analysis of Speed Data

The radar speed survey data were compiled and analyzed to determine the 50th percentile speed, 85th percentile speed, 10 mph pace speed, the number and percent of vehicles observed within the 10 mph pace speed, and the range of speed observed for each surveyed location. A description of these terms is provided below:

50th Percentile Speed (Median Speed): The speed above and below which 50 percent of the sample speeds were observed. This value indicates the speed that a driver may choose to drive without the influence of any speed limits, speed signs, or enforcement.

85th Percentile Speed (Critical Speed): The speed at or below which 85 percent of the sample speeds were observed. The 85th percentile speed of a spot speed survey is the primary indicator of the appropriate speed limit for a section of the roadway.

10 mph Pace Speed: The 10 mph increment (range) of speeds containing the greatest number of vehicles. In almost all cases, the 85th percentile speed and the recommended speed lie within the range, frequently in the middle to upper range of the interval. The percent of vehicles that fall within the pace speed is an indicator of the bunching of vehicular speeds. The number of observed vehicles within the 10 mph pace is often between 60 and 80 percent of the entire sample.

The speed limit for Sierra Boulevard was recommended after determining the 85th percentile speed, pace speed and considering other significant factors like existing land use, roadway design characteristics and collision rates (based on collision records for a two-year period) for the study segment.

Traffic Counts

The average daily traffic (ADT) count was conducted at Sierra Boulevard by National Data & Surveying Services (NDS). This count was used to determine the collision rate for this segment of Sierra Boulevard, which in turn were used as a factor in determining the appropriate speed limit. The traffic count is included in Appendix B.

Collision Data

Collisions reported at study roadway segments were obtained from the City of South Lake Tahoe Police Department for a period of two (2) years from January 2023 through December 2024 as this was the most recent data available at the time of the preparation of this study. Collision rates are a significant factor in determining the appropriate speed limits. The number of collisions was then used to determine the collision rate to compare that with the Statewide Average Collision Rate of similar roadways. The collision data can be found in Appendix C. A table that includes the Collision Rate and the Statewide Average Collision Rate can be found in Appendix D.

Speed Limit Recommendations

Establishment of speed limits can be controversial and requires a rational, defensible and consistent evaluation process. Speed limits are typically set near the 85th percentile speed which establishes an upper limit of what is considered reasonable and prudent. With all of the statistics inherent to the engineering and traffic speed survey process, there is a great deal of engineering judgment required. Speed limits should be reasonable and realistic regardless of the results of the field studies. Reasonable speed limits are those which responsible motorists would drive without enforcement and/or signage and depend on the voluntary compliance of the greater majority of motorists. Speed limits cannot be set arbitrarily low as this would create violators of the majority of drivers and would not command the respect of the public.

In 2004, in order to better conform to the intent of the federal standards as established in the Federal Highway Administration's Manual on Uniform Traffic Control Devices, and also to address some of the widespread disregard of the 5 mph special downward speed zoning provision, the California Traffic Control Manual replaced the Traffic Manual, and the speed zoning section of the Traffic Manual was changed to require rounding the 85th percentile to the nearest 5 mph increment rather than the lower 5 mph increment. This specific guideline revision resulted in raising certain street speed limits and had become a challenge to state and local jurisdictions.

In 2007, the California Traffic Control Devices Committee (CTCDC) ruled to approve a language change in the California Traffic Control Manual to clarify how local speed limits should be set. The CTCDC was prompted to make this change due to major variations in the interpretation and application of the California Traffic Control Manual Section 2B.13 "Speed Limit Sign (R2-1)" and to better distinguish the differences between "within" 5 mph of the 85th percentile speed and "round to the nearest" 5 mph of the 85th percentile speed for setting local speed limits. The changes included:

Method1: For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with the California Vehicle Code.

Method 2: For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used.

Caltrans ultimately issued a Traffic Operations Policy Directive (No. 09-04), effective July 1, 2009, which clearly defined these changes and incorporated new requirements into the California Traffic Control Manual. Section 2B.13 of the 2014 Edition of the California Traffic Control Manual now requires as a standard that a speed limit shall be established at the nearest 5 mph increment of the 85th percentile speed, except that the posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed in compliance with CVC Sections 627 and 22358.5.

Section 2B.13 further states that justification for reducing speed limits can be based on residential density, pedestrian/bicyclist safety and other factors not readily apparent to drivers, but essential to meet the traffic safety needs of the community. The following factors may be considered to adjust and determine the final speed limits:

Road characteristics, shoulder condition, grade, alignment, and sight distance
10 mph pace speed (a 10 mph range in speeds in which the highest number of data is recorded)
Roadside development and environment
Parking practices and bicycle/pedestrian activity
Reported collision experience for at least a 12-month period

Table I summarizes existing speed limit, critical speed, recommended speed limit, rounding method and reason used to justify speed limit reduction if any were used for the segment. Based on the above guidelines, it is recommended that the recommended speed limit as noted in Table I be adopted by the City of South Lake Tahoe. Before any changes to the current posted speed limit are made, the City of South Lake Tahoe shall pass a resolution or ordinance as appropriate which defines the appropriate speed limit for the street segment identified in Table I. A table that summarizes the segment, speed, and collision data for the study segment can be found in Appendix D.

Table I: Sierra Boulevard

Limits		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Recommended Speed (MPH)	Method and Reason
Lake Tahoe Boulevard	Barbara Avenue	35	36	30	CA MUTCD Method 1, this corridor has high pedestrian and bicyclist activity and contains a connection to trails through a park and to Lake Tahoe Community College.

Recommendations

Based on the results of the Engineering and Traffic Survey, it is recommended that the City of South Lake Tahoe consider adopting the Engineering and Traffic Survey for Sierra Boulevard. Before speed limit signs are updated, it would be necessary for the City of South Lake Tahoe to pass the appropriate ordinance or resolution needed to post a speed limit sign. Upon approval of this E&TS, the appropriate regulatory speed limit signage will need to be installed pursuant to the CA MUTCD. Enforcement of the speed limit can commence after the regulatory speed limit signage has been in place for a minimum of 30 days.

Study Participants

JLB Traffic Engineering, Inc. Personnel:

Jose Luis Benavides, PE, TE	Project Manager
Matthew Arndt, EIT	Project Engineer – Traffic Operations
Christian Sanchez, EIT	Project Engineer –Design
Adrian Benavides	Engineer II
Derian Cervantes	Engineer I
Diana Cortez	Engineering Aide
Arjun Dhillon	Engineering Aide

Persons Consulted:

Anush Nejad, PE	City of South Lake Tahoe Public Works Development
Andra Burnam	City of South Lake Tahoe Public Works Development
Doug Sentell	City of South Lake Tahoe Police Department
Justin Brock	City of South Lake Tahoe Police Department

References

Caltrans. 2023. "California Manual on Uniform Traffic Control Devices". Sacramento: State of California.

Department of Motor Vehicles. Online Edition. “California Vehicle Code”. State of California.

City of South Lake Tahoe. 2011. “General Plan Update Final Environmental Impact Report”. South Lake Tahoe: County of El Dorado.

Appendix A: Speed Survey

Spot Speed Study

Prepared by: National Data & Surveying Services

City of South Lake Tahoe

DATE: 6/3/2025 **Location:** Sierra Blvd 400' E/O Knox Ave
TIME: 11:00-13:30 **Posted Speed:** 35 MPH **Weather:** Clear/Dry **Project #:** 25-070140-001

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	3
22	1
23	
24	5
25	7
26	16
27	12
28	22
29	26
30	29
31	41
32	45
33	47
34	53
35	47
36	21
37	14
38	15
39	6
40	5
41	4
42	
43	1
44	1
45	1
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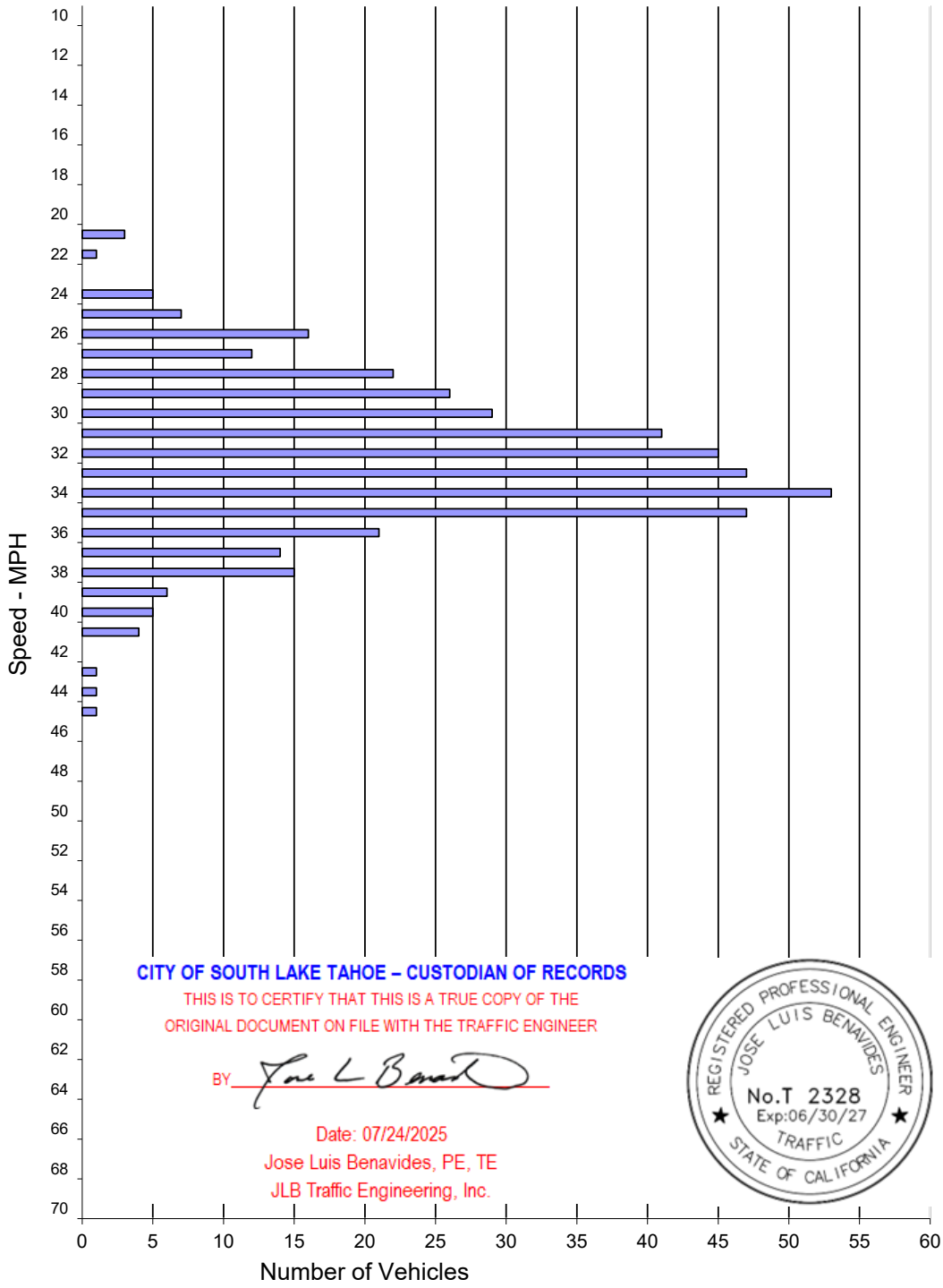
>=70	



CITY OF SOUTH LAKE TAHOE – CUSTODIAN OF RECORDS
THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE
ORIGINAL DOCUMENT ON FILE WITH THE TRAFFIC ENGINEER
BY
Date: 07/24/2025
Jose Luis Benavides, PE, TE
JLB Traffic Engineering, Inc.

REGISTERED PROFESSIONAL ENGINEER
JOSE LUIS BENAVIDES
No.T 2328
Exp:06/30/27
TRAFFIC
STATE OF CALIFORNIA

SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	422	21 - 45	33 mph	36 mph	28 - 37	345	82%	10% / 44	8% / 33

Appendix B: Traffic Count

Prepared by National Data & Surveying Services

VOLUME

Sierra Blvd Bet US 50/Lake Tahoe Blvd & Barbara Ave (38.921592,-119.982122)

Day: Tuesday
Date: 6/3/2025

City: South Lake Tahoe
Project #: CA25_070139_001

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,988	2,277	4,265

15-Minutes Interval

TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00			7	0	7	12:00			38	44	82
0:15			2	3	5	12:15			34	48	82
0:30			2	1	3	12:30			32	42	74
0:45			0	1	1	12:45			41	42	83
1:00			1	0	1	13:00			37	44	81
1:15			3	2	5	13:15			21	25	46
1:30			1	1	2	13:30			41	39	80
1:45			3	0	3	13:45			40	32	72
2:00			1	0	1	14:00			33	37	70
2:15			0	1	1	14:15			46	35	81
2:30			1	0	1	14:30			35	48	83
2:45			0	0	0	14:45			37	42	79
3:00			0	1	1	15:00			41	39	80
3:15			2	1	3	15:15			36	43	79
3:30			2	2	4	15:30			26	40	66
3:45			0	0	0	15:45			57	39	96
4:00			0	1	1	16:00			47	54	101
4:15			0	2	2	16:15			51	36	87
4:30			1	1	2	16:30			55	47	102
4:45			1	7	8	16:45			44	49	93
5:00			0	5	5	17:00			51	36	87
5:15			1	1	2	17:15			33	61	94
5:30			3	4	7	17:30			40	49	89
5:45			3	14	17	17:45			25	36	61
6:00			5	6	11	18:00			49	26	75
6:15			5	17	22	18:15			39	26	65
6:30			13	16	29	18:30			34	21	55
6:45			19	31	50	18:45			37	30	67
7:00			9	15	24	19:00			32	28	60
7:15			13	33	46	19:15			34	24	58
7:30			25	39	64	19:30			24	12	36
7:45			41	70	111	19:45			27	23	50
8:00			31	68	99	20:00			19	11	30
8:15			23	61	84	20:15			15	17	32
8:30			23	49	72	20:30			33	22	55
8:45			40	45	85	20:45			18	17	35
9:00			17	40	57	21:00			15	14	29
9:15			25	40	65	21:15			16	7	23
9:30			31	38	69	21:30			17	14	31
9:45			33	38	71	21:45			11	9	20
10:00			24	51	75	22:00			13	5	18
10:15			21	36	57	22:15			5	4	9
10:30			24	30	54	22:30			4	7	11
10:45			18	38	56	22:45			8	8	16
11:00			27	39	66	23:00			7	4	11
11:15			22	38	60	23:15			2	1	3
11:30			27	23	50	23:30			6	0	6
11:45			29	28	57	23:45			3	3	6
TOTALS	0	0	579	937	1516	TOTALS	0	0	1409	1340	2749
SPLIT %	0%	0%	38%	62%	36%	SPLIT %	0%	0%	51%	49%	64%

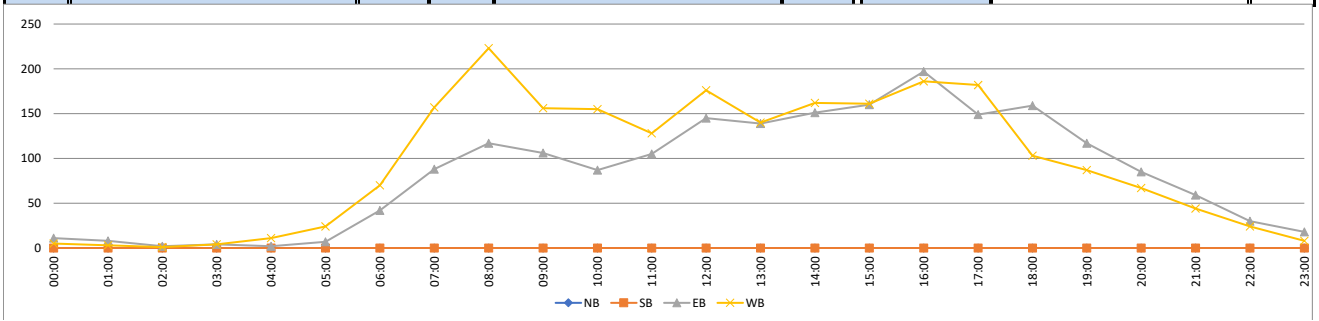
DAILY TOTALS

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00			11	5	16
01:00	02:00			8	3	11
02:00	03:00			2	1	3
03:00	04:00			4	4	8
04:00	05:00			2	11	13
05:00	06:00			7	24	31
06:00	07:00			42	70	112
07:00	08:00			88	157	245
08:00	09:00			117	223	340
09:00	10:00			106	156	262
10:00	11:00			87	155	242
11:00	12:00			105	128	233
12:00	13:00			145	176	321
13:00	14:00			139	140	279
14:00	15:00			151	162	313
15:00	16:00			160	161	321
16:00	17:00			197	186	383
17:00	18:00			149	182	331
18:00	19:00			159	103	262
19:00	20:00			117	87	204
20:00	21:00			85	67	152
21:00	22:00			59	44	103
22:00	23:00			30	24	54
23:00	00:00			18	8	26

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume			579	937	1516
Peak Hour			7:30	7:45	7:45
Peak Volume			120	248	366
Peak Hour Factor			0.732	0.886	0.824
Peak Period	12:00	to	00:00		
Volume			1409	1340	2749
Peak Hour			15:45	16:45	15:45
Peak Volume			210	195	386
Peak Hour Factor			0.921	0.799	0.946
Peak Period	07:00	to	09:00		
Volume			205	380	585
Peak Hour			7:30	7:45	7:45
Peak Volume			120	248	366
Peak Hour Factor			0.732	0.886	0.824
Peak Period	16:00	to	18:00		
Volume			346	368	714
Peak Hour			16:15	16:45	16:00
Peak Volume			201	195	383
Peak Hour Factor			0.914	0.799	0.939



Appendix C: Collision Reports

Location	Distance	Direction	Collision Type	Involved With	PCF	Party No	Party Type	Dir of Travel	Movement
SIERRA BLVD - LAKE TAHOE BLVD	89	Direction: SOUTH	Broadside	Other Motor Vehicle	Auto R/W Violation				
						Party 1	Vehicle	EAST	Making Left Turn
						Party 2	Vechicle	NORTH	Proceeding Straight
SIERRA BLVD - PALMIRA AVE	0'	Direction: Not Stated	Broadside	Other Motor Vehicle	Unsafe Speed				
						Party 1	Driver	EAST	Entering traffic
						Party 2	Driver	NORTH	Proceeding Straight
SIERRA BLVD - CHRIS AVE	0'	Direction: Not Stated	Head-On	Other Motor Vehicle	Auto R/W Violation				
						Party 1	Driver	NORTH	Making Left Turn
						Party 2	Driver	SOUTH	Proceeding Straight

Appendix D: Segment Information

Table 1: 2025 Engineering and Traffic Survey

Road Segment Number	Street Name	Direction	Limits		Number of Lanes	Posted Speed Limit (MPH) [A]	Determination of the Recommended Speed										
							Average Daily Traffic (ADT)	Number of Reported Collisions (24 Months)	Collision Rate	Statewide Average Collision Rate	Length (Miles)	10 MPH Pace (MPH)	Number In Pace	% In Pace	50%tile Speed (MPH)	85%tile Speed (MPH)	Recommended Speed Limit (MPH)
1	Sierra Boulevard	EB/WB	Lake Tahoe Boulevard	Barbara Avenue	2	35	4265	3	1.55	1.68	0.62	28-37	345	82%	33	36	30

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THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE
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BY
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REGISTERED PROFESSIONAL ENGINEER
JOSE LUIS BENAVIDES
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TRAFFIC
STATE OF CALIFORNIA

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 17

Agenda Item: Delegation of City Engineer and City Traffic Engineer and Agreement with Lefrancois Engineering for On-Call Engineering and Traffic Engineering Services

Executive Summary: City Council will consider a formal, on-call relationship with Lefrancois Engineering, and subconsultant LSC Transportation Consultants, Inc., engineering consulting firms, for on-call City Engineering and City Traffic engineering services. The proposed agreement specifies hourly rates and includes a not-to-exceed amount of $300,000 for services performed through FY 2025/2026. As of August 15th, 2025, the City will not have a dedicated City Engineer, nor a licensed Traffic Engineer on staff in the Public Works Department. Retaining the services of on-call engineering/traffic engineering will allow immediate access to licensed engineers to provide technical assistance and recommendations to the City. City Code and Business & Professions Code require at least one licensed engineer shall be designated the person in responsible charge of professional engineering work for each branch of professional engineering practiced in any department or agency of the state, city, county, or city and county. City Code requires an analysis completed by a licensed traffic engineer to implement various changes to speed limits, regulatory signage, road closures, no parking zones, and other transportation system adjustments.

Requested Action / Suggested Motions: Pass a Resolution 1) Authorizing and directing the Mayor Pro Tem to execute Professional Services Agreement with Lefrancois Engineering for an amount not to exceed $300,000; 2) Appropriating $300,000 from General Fund Undesignated Excess Reserves into account 100-03210-42025; 3) Delegating to Michael Lefrancois, P.E., an employee of Lefrancois Engineering, the authority to act as City Engineer; 4) Delegating to Bill Suen, P.E. (Traffic) an employee of LSC Transportation Consultants, Inc., a subconsultant to Lefrancois Engineering, the authority to act as City Traffic Engineer.

Responsible Staff Member: Ricky Riddle, Construction Facilities and Program Manager

Reviewed and Approved By: Anush Nejad, Director of Public Works Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - On Call Engineering Services.docx
02-Agreement - Lefrancois Engineering.pdf
03-Resolution-City Engineer and Traffic Engineer.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: August 12, 2025

Title: Professional Services Agreement for On-Call City Engineer and Traffic Engineer Services

Location: Citywide

Responsible Staff Member: Ricky Riddle, Construction and Facilities Program Manager

Background: On July 14, 2025, the City of South Lake Tahoe issued a Request for Proposals (RFP) for On-Call Engineering and Traffic Engineering Services (Addendum 1, issued July 14, 2025). The RFP was advertised on PlanetBids website. The RFP sought qualified consultants to provide professional engineering and traffic engineering services to support the City's Capital Improvement Program and ongoing infrastructure/community needs. Proposals were due by July 22, 2025, at 5:00 P.M. PST, with a tentative award date of August 12, 2025. There were 27 prospective bidders, with three (3) proposals submitted. Each proposing firm was invited to a panel interview with City Staff.

The scope of services includes, but is not limited to:

- Evaluation and analysis of City streets and intersections as directed by the Department of Public Works.
- Preparation of written reports summarizing street or intersection analyses, including recommendations, evident warrants, and supported conclusions.
- Signing and Stamping Construction Plans prior to bidding
- Presentations and oral reports to the City Council as needed.
- Compliance with California Business and Professions Code (BPC) Section 6732, requiring licensed civil engineers to perform or directly supervise engineering work.

Following a competitive evaluation process, Lefrancois Engineering was selected as the preferred consultant based on the criteria outlined in the RFP, including company/team history, designated engineer(s) experience, scope of work/implementation, project budget, and references.

Michael Lefrancois, PE is designated as the licensed City Engineer proposed by Lefrancois to fulfill the City's on-call engineering service request. Mr. Lefrancois has extensive experience of providing on-call engineering services to other communities in the Lake Tahoe Basin.

Bill Suen, PE (Traffic) is designated as the licensed traffic engineer proposed by LSC Transportation Consultants, Inc., which will be a subconsultant to Lefrancois, to fulfill the City's on-call traffic engineering service request. LSC has similar experience of providing on-call traffic engineering services to other communities, including the City of South Lake Tahoe from 2006-2010.

Issue and Discussion: The Director of Public Works, Anush Nejad, is leaving the city on August 15th. Mr. Nejad currently serves as the designated City Engineer and designated City Traffic Engineer. These positions are required by local and state laws for a City to operate in a functional capacity.

Specifically to traffic engineering, Public Works receives requests from citizens to install or change regulatory traffic signs throughout the City of South Lake Tahoe. Regulatory sign placement, road closures, no parking zones, changes to traffic signals, and other transportation-related scenarios typically require evaluation and recommendation by a licensed traffic engineer.

City Code, Chapter 4.25, Motor Vehicles and Traffic, delegates decision-making authority regarding specific traffic and transportation issues to the City's Traffic Engineer. Currently, there are no licensed traffic engineers within the City's Engineering Division. Retaining on-call consulting services will provide immediate access to a professional traffic engineer. An on-call service will provide the means of efficiently acquiring a response to the City's requirement of a traffic engineer's analysis and recommendation. The resolution attached to this staff report will authorize professionally licensed traffic engineer Bill Suen, employed by LSC Transportation Consultants, Inc., a subconsultant to Lefrancois Engineering, to act as the City Traffic engineer on an on-call basis.

California Business & Professions Code Section 6730, and 6730.2 deem that at least one licensed engineer shall be designated the person in responsible charge of professional engineering work for each branch of professional engineering practiced in any department or agency of the state, city, county, or city and county. An on-call service will provide the means of efficiently fulfilling the City's requirement of a licensed engineer being in responsible charge. The resolution attached to this staff report will authorize professionally licensed engineer, Michael Lefrancois, employed by Lefrancois Engineering, to act as the City Engineer on an on-call basis.

The Professional Services Agreement with Lefrancois Engineering for on-call engineering services would remain active through September 30th, 2026. However, the City or the consultant has the option to terminate the agreement upon a written 30-day notice.

Financial Implications: Staff recommend that the City Council approve the Professional Services Agreement with Lefrancois Engineering in the amount not to exceed $300,000. Based on the timing of the current City Engineer/Traffic Engineer's departure from the city, staff were not able to forecast this expenditure in current reflected budgets. Given this information, funding for this professional services agreement is recommended to be appropriated from General Fund Undesignated Excess Reserves into account 100-03210-42025.

Expenses associated with the traffic engineering service have been estimated not to exceed $50,000 based on the number and complexity of existing public inquiries, as well as current traffic studies in progress that will require an engineering review. The resolution accompanying this staff report includes authorization by City Council to appropriate undesignated reserves from the General Fund for the proposed City contract traffic engineer expenditures during FY 2024-2025. Unspent budget can be applied to the following year's annual operating budget for the City Traffic Engineering services.

Public Works typically receives requests for regulatory signs and pedestrian crosswalks in the past year. Regulatory sign and pavement striping requests are compiled within the City's VueWorks program, Council discussion, recent emails, and phone messages. There may be other traffic and transportation issues requiring more extensive traffic analysis. For larger, more complex issues with a need for additional budget, Public Works may propose amending the City Traffic Engineer budget or possibly issue a separate Request for Proposals (RFP) to match an independent budget to the specific scope of work.

Expenses associated with the City Engineering services have been estimated not to exceed $250,000 based on the current workload of the Public Works Department and the capital improvement projects in motion. The

resolution accompanying this staff report includes authorization by City Council to appropriate undesignated reserve from the General Fund for the proposed City contract engineer expenditures during FY 2024-2025. The unspent budget can be applied to the following year's annual operating budget for the City Engineering services.

Public Works currently has over $120 Million in CIP projects planned in the coming years. Most of these projects require oversight by a licensed engineer in responsible charge. The estimate for City Engineering services is derived from the time allocation necessary to ensure that the city's projects are designed and implemented to sound engineering standards, as well as city public improvement standards. Aside from a few occasions, the scope of this contract does not include the actual design work necessary to complete a project. CIP projects and other city projects requiring design documents to get through the permitting process and into implementation will still require separate budgets for design professionals.

Environmental Considerations: This action is not a project subject to review under the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15378(b)(5) (organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

Policy Implications: Retaining on-call City and Traffic Engineer services will allow the City to proceed with engineering related projects legally.

Retaining on-call traffic engineering services will allow the City to promptly evaluate citizen requests, City Department, and City Council requests for regulatory traffic signs and other traffic related applications in accordance with City Code. In addition, the expertise of a readily available traffic engineer will assist the Planning Division with third party evaluations and technical recommendations for traffic-specific elements necessary for a thorough analysis of development projects and planning studies.

This PSA will also provide direct support and assistance in the following current City strategic priorities:

5.2 - Complete the conceptual US50 Corridor Planning Study including transit options and cross-jurisdictional coordination (to include gondola, widened bike lanes, speed reduction, and Y mobility hub).

5.5 - Increase annual road repair through innovative maintenance and rehab program.

5.3 - Complete Traffic Calming Toolbox (including multi-modal traffic control device warrants).

5.6 - Prioritize the implementation of Complete Streets.

6.1 - Update the Storm Water and Drainage Master Plan.

6.2 - Identify areas that are suitable to serve as drainage basins.

6.3 - Ensure all storm water projects are in compliance with sediment total maximum daily load (TMDL) standards and always improve lake clarity.

7.1 - Complete the new Recreation and Swim Complex and maintain the current complex in the meantime.

7.2 - Implement the Vision Zero Plan.

7.3 - Increase connectivity and safety.

7.4 - Evaluate public pier options.

7.5 - Evaluate the possibility of building and maintaining a park in every neighborhood (pocket parks).

7.7 - Continue to improve access for people of all abilities to all public spaces.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the ____ day of August, 2025 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Lefrancois Engineering ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue through September 30, 2026.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $300,00.000 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by

any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

    In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement

or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any

Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the

insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: Michael Lefrancois, P.E.
Principal, Lefrancois Engineering
288 Village Blvd, Ste 5
Incline Village, NV 89451

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-

Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

   i. The dangers of drug abuse in the workplace;
   ii. The person's or organization's policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation and employee assistance program; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

   i. Will receive a copy of the Consultant's drug-free policy statement; and
   ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____
Cody Bass,
Mayor Pro Tem

Date _____

CONSULTANT:

By _____
Michael Lefrancois, PE
Principal

Date _____

Business License #_____

APPROVED AS TO FORM:

By_____

Date _____

Heather Stroud

City Attorney

ATTEST:

By_____

Date _____

Susan Blankenship

City Clerk

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

288 Village Blvd Ste 5
Incline Village, NV 89451
775-413-5055
info@l-eng.com
www.l-eng.com

A. COVER LETTER

SUBMITTED: July 22, 2025

Joe Irvin, City Manager
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

RE: Proposal for On-Call City Engineer & City Traffic Engineer Services

Dear Mr. Irvin and Selection Committee,

Lefrancois Engineering, in association with LSC Transportation Consultants, Inc., is pleased to submit this proposal to provide On-Call City Engineer and City Traffic Engineer services to the City of South Lake Tahoe. Our firms bring together more than four decades of combined experience in civil infrastructure design, plan review, construction oversight, and specialized traffic engineering. We have a long history of working in the Tahoe Basin and surrounding communities, with a deep understanding of the region's operational and regulatory requirements.

As a local firm headquartered in Incline Village, Lefrancois Engineering is committed to delivering responsive, in-person support whenever needed. Whether through regular meetings, project site visits, or emergency consultations, our team will be readily available to serve as an extension of City staff in supporting the Department of Public Works.

We have prepared this proposal in full compliance with the Request for Proposals issued by the City. Our proposal is valid for a period of no less than 120 calendar days from the date of submission. Should you have any questions or require additional information, please feel free to contact me directly at 775-413-5055 or mlefrancois@l-eng.com. Thank you for considering our team. We look forward to the opportunity to collaborate with the City of South Lake Tahoe to support your infrastructure and transportation goals.

Sincerely,

Michael Lefrancois, P.E., Principal / Contact Person for Proposal
Lefrancois Engineering with LSC Transportation Consultants, Inc.
288 Village Blvd, Ste 5 Incline Village, NV 89451

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B. EXECUTIVE SUMMARY

Lefrancois Engineering is pleased to submit our qualifications to serve as the City of South Lake Tahoe's on-call City Engineer and City Traffic Engineer. We understand this role is not simply about plan review but about preserving regulatory integrity, ensuring public safety, and helping the City steward over $120 million in active capital improvements while advancing long-term investments.

The City's Capital Improvement Program includes a diverse mix of ongoing and emerging projects, ranging from annual paving and facility maintenance work to trail construction, new structures and complete streets projects. Several projects appear actively in construction, or closeout phases, indicating an immediate need for field coordination, construction field and administrative support. Others are in design or pre-design stages, requiring consultant procurement support, task order development, and interagency permitting guidance. Our team is experienced with every stage of public infrastructure delivery and regulatory compliance, and is prepared to support road construction, utility work, storm drain improvements, vertical construction including structural and electrical work. This scope reflects both technical and administrative responsibilities that align directly with our local expertise, responsiveness, and knowledge of City processes.

We understand the City is operating with limited in-house engineering design staff and that we will serve in Responsible Charge, as defined under California Business and Professions Code §6730. We are prepared to represent the City in full oversight of capital improvement projects, review and approval of consultant and City-prepared plans, and execution of engineering responsibilities for standalone traffic and infrastructure needs. This includes stamping plans where required, advising City staff on construction and permitting issues, and serving as a technical resource to both internal departments and the public. This role is envisioned primarily as professional oversight of City Engineering activities to ensure compliance with laws and regulations, environmental standards and safety.

To meet the City's traffic engineering needs, we have partnered with LSC Transportation Consultants. LSC is a regionally respected firm with extensive experience in mountain and resort-area transportation planning. As a team we are currently collaborating on the Redwood Coast Transit Authority Short Range Transit Plan and have worked together on a variety of Lake Tahoe Basin projects over the years. LSC brings the expertise necessary to fulfill the City's expectations under Chapter 4.25 of its Municipal Code, including evaluating citizen requests, reviewing

temporary traffic control plans, supporting CIP-related traffic elements, and when requested providing reports, recommendations and oral presentations to City Council.

We understand that the level of effort for this contract will fluctuate, ranging from routine plan reviews and regulatory consultation to periods of heightened activity during capital project delivery or traffic-related inquiries. Our local presence enables us to participate in person when beneficial, while remaining flexible and responsive to City staff as workloads evolve. With our team's experience, reliability, and deep knowledge of the regional regulatory and physical landscape, we are confident in our ability to support the City's goals and deliver the services required. All services will be provided on an on-call, task order basis to ensure adaptability and cost-effective support.

C. COMPANY HISTORY, BACKGROUND, AND EXPERIENCE

Lefrancois Engineering - City Engineer and Prime Consultant
Founded: 2023
Headquarters: 288 Village Blvd, Ste 5, Incline Village, NV 89451
Company Size Incline Village Office: 6 employees

Lefrancois Engineering is a locally based civil engineering consulting firm providing infrastructure design, plan review, construction oversight, and capital project management to public agencies in the Lake Tahoe Basin and adjacent communities. Founded by Principal Michael Lefrancois, P.E., following more than two decades of experience in both public works and private consulting, the firm was established to offer highly responsive, senior-level engineering support grounded in deep regional knowledge. The Incline Village, NV office consists of the principal engineer (as City Engineer), a project coordinator, administrative staff as well as part-time field personnel and technical support staff.

Lefrancois Engineering has successfully managed roadway design and construction, drainage studies, utility designs, structural evaluations, and stakeholder coordination for public and private clients. The firm's project team maintains working relationships with TRPA, Lahontan Regional Water Quality Control Board, Caltrans, and El Dorado County.

Our firm is uniquely qualified to fulfill this role. We are a Tahoe-based, California licensed firm based nearby in Incline Village, Nevada with Nevada SBE and ESB-certifications. We have deep experience in managing similar municipal capital plans for roads, parks, building facilities, trails and beaches. We currently are a preferred consultant for the Lake Tahoe Unified School District Measure U initiatives and provide on-call plan review services for the City of Fernley, NV. We are presently wrapping up a significant project with the United States Forest Service (USFS) in El Dorado County in managing forest-wide roadway assessments and related construction documents. Michael has led projects on both the owner and consultant side, including stormwater retrofits, roadway rehabilitation, and utility coordination in environmentally sensitive and high-elevation settings with extensive experience navigating TRPA permitting, CEQA compliance, and El Dorado County development review processes.

Lefrancois Engineering maintains the capacity to provide City Engineer services for 20-30 hours per week, with the ability to scale up for larger task orders or emergency response. The firm's local presence supports real-time coordination and attendance at weekly Public Works meetings, plan review sessions, field inspections, and stakeholder meetings.

Core Service Areas Include:

- Civil Engineering Design and Constructability Review
- Pavement Maintenance plans, Roadway Rehabilitation and Pavement Design
- Vertical construction and owner representative
- NPDES compliance and Drainage Infrastructure Design
- Utility coordination and designs
- Stormwater Quality and Erosion Control
- Capital Project Budgeting and Scheduling
- Permitting and Interagency Coordination
- GIS data collection and mapping

LSC Transportation Consultants, Inc. - City Traffic Engineer (Subconsultant)
Founded: Tahoe City Office in 1993
Headquarters: 2690 Lake Forest Road, Tahoe City, CA 96145
Company Size Tahoe City Office: 14 employees

LSC Transportation Consultants, Inc. is a multimodal transportation engineering and planning firm, with offices in Tahoe City, CA as well as in Colorado. The Tahoe City office, established in 1993, is the only transportation planning/engineering consulting office in the Tahoe Basin. The Tahoe City office consists of four traffic engineers (principal, two senior engineers, and one engineer), one support administrator, one graphic technician, and three count technicians. Additionally, the firm includes five transportation planners.

Over the years, LSC has conducted over 400 traffic, parking, transit, and bicycle/pedestrian studies throughout the Tahoe Region. Clients have included every local jurisdiction in the basin, various public agencies, as well as private developers. The firm is the on-call traffic engineer for the Town of Truckee, the Town of Mammoth Lakes, and has also previously served as the on-call traffic engineer for the City of South Lake Tahoe from approximately 2006 to 2010. This work has given the LSC staff a very good understanding of the unique transportation conditions in the Lake Tahoe area.

LSC has the capacity to provide the City with on-call traffic engineering services for up to 20 hours per week, on an as-needed basis. Additionally, LSC has the internal capacity to allocate qualified staff, under the direction of the proposed designated City Traffic Engineer, to provide analysis needs as they arise. The proposed City Traffic Engineer is also available to regularly attend the City's biweekly engineering staff meetings, and City Council meetings upon request.

LSC provides the following services:

- Traffic Data Collection
- Traffic Engineering
- Travel Demand Management
- Vehicle Miles Traveled (VMT) Analysis
- Parking Analysis
- Traffic Impact Studies
- Roadway Capacity
- Intersection Evaluation
- Signal Warrant Analysis
- Access Planning and Design
- Bicycle-Pedestrian Circulation
- Local Roads Safety Study
- School Circulation and Safety
- Parking Feasibility Reports
- Parking Management System Design

Organizational Structure

Lefrancois Engineering will serve as the **Prime Consultant and City Engineer**, responsible for overall project management, civil engineering oversight, and plan review. LSC will serve as the **City Traffic Engineer** under our direction.

The core project team includes:

- **Michael Lefrancois, P.E.** - Principal Engineer / City Engineer
- **Bill Suen, P.E.** - Traffic Engineer (LSC) (Subconsultant)
- **Sanda Iancu, BS** - Project Coordinator, Lefrancois Engineering
- **Utility & Field Technicians** - As-needed construction support, documentation, and inspections

Resumes for all key personnel are included as attachments.

Experience and Capacity to Undertake Services

Our team has demonstrated background providing municipal engineering and traffic services to agencies with needs similar to those of City of South Lake Tahoe. Our current and past projects include:

- On-call plan review and staff augmentation support for the City of Fernley, NV
- Experience with Public works capital management for Incline Village GID
- Lake Tahoe Unified School District - Measure U CIP projects - preferred consultant
- Traffic and mobility plans with TRPA and the Town of Truckee (LSC)

We are fully prepared to undertake all assignments outlined in the RFP, including scheduled and emergency support. Our project coordinator, Sanda Iancu, will serve as a point of contact to coordinate all task orders and staff assignments. While actively supporting other regional clients, Lefrancois Engineering maintains approximately **70% capacity** assuring we are well-positioned to respond promptly to the City's on-call engineering needs with flexibility and focus.

Estimated Time Commitment and Availability

We estimate the following average monthly time commitments for core team members, based on the City's anticipated schedule through September 30, 2026, which can be adjusted as needed in response to the City's evolving workload:

Team Member	Role	Estimated Monthly Hours	Availability Commitment
Michael Lefrancois, P.E.	Principal / City Engineer	50–70 hrs	Weekly and 24/7 for emergency
Bill Suen, P.E.	City Traffic Engineer	20-30 hrs	Weekly or as needed
Sanda Iancu	Project Coordinator	20–30 hrs	Weekly support
Utility & Field Techs	Construction Support	As needed	As needed

Our team has a built-in capacity to begin work immediately and ensure reliable, long-term availability throughout the contract.

D. DESIGNATED ENGINEERS

Lefrancois Engineering and our traffic engineering subconsultant, LSC Transportation Consultants, offer a highly qualified and accessible team of professionals with the credentials and experience necessary to fulfill the duties of the City Engineer and City Traffic Engineer roles for the City of South Lake Tahoe.

Michael Lefrancois, P.E.
City Engineer (Designated Lead)

Michael Lefrancois is a California and Nevada licensed Civil Engineer with a depth of experience managing public infrastructure projects throughout Northern California and the Lake Tahoe Basin. His background includes serving as Project Manager for the Incline Village General Improvement District (IVGID), where he supported roadway and utility rehabilitation projects, public works building construction, golf clubhouse renovations, managed consultant contracts, ensured interagency coordination with Federal, State and Local agencies, and delivered public improvements from planning through construction.

Michael will serve as the designated City Engineer, responsible for plan review, capital project oversight, and emergency response. He is well-versed in the City's regulatory framework, including CEQA, TRPA permitting, Lahontan requirements, and building permit review. He has supported projects at all stages of the CIP lifecycle from assisting with bid evaluations and contractor award to guiding consultant selection for design-phase efforts. Michael maintains a flexible and responsive approach to availability, ensuring full participation in all required staff meetings and bi-weekly engineering meetings either in-person or virtual as appropriate.

Bill Suen, P.E.
City Traffic Engineer (Subconsultant)

Bill Suen is a Transportation Engineer in LSC's Tahoe City, California office. Since joining the firm in 2006, Bill has worked on a variety of public and private traffic engineering projects. He has worked on traffic impact studies in Calaveras County, Inyo County, El Dorado County, Nevada County, and Placer County in California as well as in the states of Nevada and Colorado. These analyses included the evaluation of existing traffic operations, level of service, intersection performance and improvement mitigation measures, parking demand, accident data evaluations,

parking studies, traffic calming measures, signal and pedestrian crossing warrants, and school circulation and safety improvement studies. As part of this work, Bill has become skilled in the implementation of a variety of traffic analysis software such as Traffix, Highplan, SIDRA, Highway Capacity Software, and Synchro/Sim Traffic.

Bill has worked on many projects in the Tahoe Basin including analysis of vehicle miles traveled (VMT) for both Placer County and the Tahoe Regional Planning Agency (TRPA) for both residential and commercial developments such as the Boatworks Redevelopment project in Tahoe City. He has also worked on traffic and parking studies for mixed-use developments such as the Bijou Park and the Old Colony Inn in South Lake Tahoe. Bill has managed large traffic data collection projects for the Town of Truckee, South Lake Tahoe, and TRPA.

In addition to the designated traffic engineer, Leslie Suen (Principal) and Sierra Brown (Senior Engineer), will provide additional engineering support.

Sanda Iancu, BS
Project Coordinator – Lefrancois Engineering

Sanda will serve as the primary administrative lead for this contract, supporting the City Engineer and City Traffic Engineer with coordination of task orders, billing, schedule tracking, and deliverable management. She brings over a decade of experience managing contracts, subconsultant coordination, and municipal reporting processes. Sanda is well-versed in documentation and audit needs of public infrastructure projects and will act as the first point of contact for invoicing, compliance logs, and administrative follow-up. Her involvement ensures a responsive, well-documented approach to the City's engineering support needs.

E. SCOPE OF WORK/IMPLEMENTATION

Lefrancois Engineering will provide on-call civil and traffic engineering services on a task order basis, tailored to meet the City's workload, capital delivery schedule, and staffing needs. Our approach is structured to support both City-performed and consultant-managed projects across all phases, including planning, design, permitting, bidding, construction, and closeout. We understand that each project type requires a different level of oversight, and our methodology reflects that flexibility. Our team emphasizes responsiveness, in-person coordination, and proactive issue resolution.

For City-performed projects such as the drainage system improvements and road construction projects, the City Engineer will provide plan review, technical redlines, stamping when required, and field consultation. These projects often move quickly and require a lean and responsive approach. For larger efforts led by outside consultants or design-build teams such as the Multi-Generational Recreation Center or the planned Fire Station 2 Replacement, we assist with preparing scopes of work, issuing RFPs or SOQs, negotiating and tracking task orders, reviewing deliverables, and coordinating permitting with agencies such as TRPA, Lahontan, and El Dorado County. These consultant-led projects often carry more administrative responsibility and greater financial exposure, which we manage through structured oversight and clear documentation.

Construction-phase projects may require review of pay applications, evaluation of change orders, and attendance at field meetings. We are familiar with typical closeout activities such as punch list review, record drawing processing, and retention release support. Lefrancois Engineering is available 24 hours a day, 7 days a week for emergency responses and is committed to attending weekly and biweekly staff meetings or as needed to ensure alignment with Public Works staff and evolving project needs.

Traffic engineering services will be provided by LSC an on-call basis as a subconsultant to Lefrancois Engineering. Anticipated efforts are two to four hours per week on average depending on the volume of open requests. These services will be led by **Bill Suen, P.E., T.E**. Under this proposal, LSC will respond to specific requests from City staff and Michael Lefrancois as City Engineer, to provide traffic engineering support for municipal projects, such as upgrades to City-owned signals or speed management. Services may include traffic analysis of proposed developments; intersection level of service (LOS) evaluations and recommended mitigations; safety evaluations of intersections, bike paths, and roadway segments (including sight distance checks); ADA and MUTCD compliance reviews; parking analyses; and collection of traffic, pedestrian, and bicycle volumes. The City Traffic Engineer will also evaluate citizen-initiated concerns related to signage, speed zones, stop control, and traffic calming in accordance with Chapter 4.25 of the City Code. In addition, LSC will review striping plans, provide input on temporary traffic control, perform VMT screening analyses, and assist in coordination with Caltrans District 3 and TRPA as needed. Results will be summarized in technical memoranda or written reports and may be presented to City Council or at public meetings upon request. All services will be performed on a time-and-materials basis, and only after receiving approval from the City of South Lake Tahoe Public Works Department.

Internally, we maintain strong quality control and supervision through organized task tracking, detailed plan reviews, and structured document management. The City Engineer will oversee all engineering tasks and deliverables, supported by our Project Administrator, Sanda Iancu, who will track assignments, coordinate subconsultants, and monitor billing milestones. All technical submittals will be reviewed internally to ensure consistency with City standards and contract requirements. Communication with City staff will be clear and proactive, with availability adjusted to meet the City's project schedules. Our work plan ensures that each assignment receives the technical attention, administrative oversight, and responsiveness needed for successful delivery.

Optional Support Capacity

While the City has indicated that design services and document production are not expected as part of this contract, Lefrancois Engineering maintains the capability to prepare design documentation, CAD drawings and ArcGIS mapping when needed. In addition, we maintain a trusted network of subconsultants who can provide specialized services such as environmental review, technical studies, surveying, and geotechnical engineering. These resources allow us to adapt to a wide range of project needs while maintaining quality and responsiveness.

F. PROJECT BUDGET

Lefrancois Engineering is committed to providing highly responsive, technically proficient services to the City of South Lake Tahoe.

Staffing Plan Overview

The following table outlines the proposed staffing structure, all-inclusive hourly rates, overtime rates, and estimated weekly hours based on anticipated demand under this on-call contract.

Lefrancois Engineering	**Role (Lead)**	**Hourly Rate**	**Overtime Rate**	**Average Est. Weekly Hours**
Michael Lefrancois, P.E.	City Engineer	$255.00	$382.50	14 hrs*
Sanda Iancu	Project Coordinator	$110.00	$165.00	6 hrs
Support Engineering	Field / Utility Support	$110.00	$165.00	As needed
LSC Transportation Consultants, Inc.	**Role (Subconsultant)**	**Hourly Rate****	**Overtime Rate**	**Average Est. Weekly Hours**
Bill Suen, P.E.	Designated Traffic Engineer	213.00	319.50	4-6 hrs
Leslie Suen, P.E.	Principal Engineer	287.00	430.50	As needed
Sierra Brown, P.E.	Senior Engineer	194.00	291.00	As needed
Support Staff	Engineer	168.00	252.00	As needed
Support Staff	Traffic Count Tech	85.00	127.50	As needed
Support Staff	Administrative	92.00	138.00	As needed

All rates are fully burdened and include labor, benefits, overhead, insurance, and routine travel. Overtime is only billed with prior written approval from the City.

**Costs are estimated based on anticipated deliverables required for CIP and other projects outlined in the Scope of Work and may vary depending on project type, phase, and complexity. Given that each project will differ in scope and timing, we propose allocating approximately 14 hours per week based on typical CIP phase activity, as follows:*

- *~4.0 hours for Planning*
- *~4.0 hours for Design*
- *~4.0 hours for Construction*
- *~2.0 hours for Closeout*

***A 10% administrative fee will be applied to all subconsultant invoices to cover coordination, contract management, and oversight provided by Lefrancois Engineering.*

Staffing Notes & Cost Efficiency

- **City Engineer Services** hours estimated are for standard conditions, with the ability to scale up for CIP planning, emergency response, or plan review workload.
- **City Traffic Engineer Services** will be provided on a responsive, on-call basis .
- Support roles such as project coordination, and field inspections are billed at reduced hourly rates to provide cost-effective support while maintaining high service quality.

Billing Methodology

- All services will be invoiced monthly on a **time-and-materials basis**.
- Detailed labor breakdowns will be included with each invoice, showing hours worked, roles, tasks performed, and hours categorized by assignment.
- All invoices will be managed by Lefrancois Engineering; subconsultants will invoice our firm directly, and we will in turn invoice the City to ensure streamlined billing and contract administration.
- Invoices will include a **brief written summary of accomplishments** and a running balance against the not-to-exceed contract amount.

Contract Maximums:

- City Engineer Services: $250,000
- City Traffic Engineer Services: $50,000

We understand that these budgets are billed against only as services are rendered and are not fixed or minimum-value contracts.

G. DESCRIPTION OF RECENT PROJECTS/REFERENCES

Lefrancois Engineering

1. Lake Tahoe Unified School District – Measure U CIP Projects
Client: Lake Tahoe Unified School District **Role:** Prime Consultant
Scope: Lefrancois Engineering was recently selected as a preferred consultant to provide on-call civil engineering, surveying, and environmental services under its Measure U capital program. Anticipated scope includes site design, drainage, utility coordination, and permitting support for school modernization projects. Work involves coordination with the City, TRPA, Lahontan, and El Dorado County, and reflects our ability to deliver responsive, task-order-based services in a multi-agency environment.
Contact: Jamie Brown, DBIA, Senior Project Manager, Cumming Group
Phone & Email: (916) 660-9030, Jamie.Brown@cumming-group.com

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2. Incline Village Roundabout Renovations and Utilities Feasibility Study – IVCBA Client: Incline Village Crystal Bay Business Association (IVCBA) **Role:** Prime Consultant **Scope:** Lefrancois Engineering provided preliminary planning and conceptual design support for a proposed roundabout renovation at the intersection of State Route 28 and State Route 431 in Incline Village, Nevada. Work included early-stage design development, and coordination with IVCBA, Washoe County, and NDOT to enhance scenic improvements, landscaping and utilities at this key regional junction.
Contact: Linda Offerdahl, Executive Director, IVCBA
Phone & Email : (775) 771-5856**,** linda@ivcba.org

3. City of Fernley, Nevada – On-Call Plan Review Services
Client: City of Fernley **Role:** Consultant
Scope: Lefrancois Engineering was selected to provide on-call civil plan review services for the City of Fernley. Our work supports City staff through the review of grading, utility, and roadway improvement plans for both municipal and private development projects. Responsibilities include coordination with applicants and staff to ensure compliance with Public Works standards as well as applicable state and federal regulations.
Contact: Benjamin Ferido, Project Manager, City of Fernley
Phone & Email: (775) 784-9918, bferido@cityoffernley.org

LSC Transportation Consultants, Inc.

1. Town of Truckee – On-Call Traffic Engineering Services
Client: Town of Truckee **Role:** On-Call Traffic Engineer
Scope: Provided ongoing traffic engineering and transportation planning services, including: traffic data collection, intersection evaluations, safety studies, peer review of development impact analyses, preliminary roundabout designs, recreational parking access studies, TransCAD model updates, and VMT/impact fee policy development.
Contact: Becky Bucar, Public Works Director and Town Engineer
Phone & Email: (530) 582-2932, bbucar@townoftruckee.gov
Address: 10183 Truckee Airport Road, Truckee, CA 96161

2. City of South Lake Tahoe – Pioneer Trail ATP Pedestrian and Bicycle Counts
Client: City of South Lake Tahoe **Role:** Subconsultant – Traffic Data Collection
Scope: Collected pedestrian and bicycle counts to support Active Transportation Program (ATP) pre-construction baseline requirements. Volume data was collected and reported in compliance with ATP grant guidelines.
Contact: Stephen Anderjack, Project Manager / Associate Engineer
Phone & Email: (530) 542-6033, sanderjack@cityofslt.us
Address: 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150

3. Inyo County – Local Roads Safety Plan and Planning Assistance
Client: Inyo County Public Works **Role:** Traffic Engineer and Transportation Planner
Scope: Prepared the Local Roads Safety Plan (LRSP), identifying high-risk roadway segments and supporting successful applications for two Highway Safety Improvement Program (HSIP) grants. Currently provides on-call traffic engineering support and planning services to Inyo County.
Contact: Justin Kokx, Transportation Planner
Phone & Email: (760) 878-0202, jkokx@inyocounty.us
Address: 168 N. Edwards Street, Independence, CA 93526

H. APPENDIX/RESUME

Lefrancois Engineering

Education
BS, Civil Engineering, University of Vermont

Registrations and Certifications
Engineer – Civil, NV #20115 Professional
Engineer – Civil, CA #64162 Professional
California QSP/QSD #843

Affiliations
Order of the Engineer
American Public Works Association
American Society of Civil Engineers
Tahoe Nordic Search and Rescue-2000 (Current Member)
Incline Village/Crystal Bay Citizens Advisory Board 2019-2021
IVGID – Capital Improvement Committee – 2024

MICHAEL LEFRANCOIS, PE

Michael has over two decades of experience in the Lake Tahoe area, encompassing both the Public and Private sectors. His expertise spans various facets, including water resources, data collection, ArcGIS, asset management, design, engineering, environmental processing, permitting, estimating, bidding, and construction oversight. Project work includes administration of USFS-funded improvements and related project reporting. Michael has demonstrated success in project management for public works and community service projects. He is adept at developing plans, reviewing technical reports, engineering designs, specifications, and construction document packages in collaboration with consultant teams. Furthermore, Michael has a track record of collaborating with public boards, representing clients, and engaging with State and local agencies during meetings.

<u>Representative Projects</u>

Community Services Projects, Incline Village General Improvement District, NV (IVGID)
Successfully managed various capital projects District-wide including beaches, golf, ski area, ballfields, and parks. Prepared budgetary estimates in support of capital plans and monitored budgets during project delivery. Procured district-wide pavement studies and executed pavement management program. Designed site plans and documents for bidding. Projects include beach safety improvements; clubhouse renovations, swimming pools, backflow improvements, ADA improvements; golf cart path systems, bocce ball courts, multipurpose trails, ballfield renovations, evaluations and TRPA permitting. Also provided supporting documents for Ski Area Master Plan, Federal Lands bills and administration office space evaluations.

STPUD Bijou 1 Water Line Replacement Project, STPUD, South Lake Tahoe, CA
Procured field and drone survey by Dundas Geomatics for street network impacted by the work.

Managed the design and estimate for 6,200 linear feet of water line in South Tahoe Public Utility District's Deer Park neighborhood through 90% construction documents. These improvements will improve water system reliability and fire flow. Work area includes several neighborhood streets and affects approximately 150 water service connections.

IVGID Roadway Asset Management, Incline Village, NV
Developed GIS mapping for existing roadway systems serving over 1,500 acres of open space, ski area and utility facilities. Oversaw IVGID's pavement management program and maintenance activities for forest road maintenance activities. Prepared construction drawings and bidding documents for related road restoration and repair projects.

Homewood Ski Resort – Phase 1B Project, JMA Ventures, LLC, Homewood, CA
Managed civil engineering design for residential condominium units and related water supply assessment as part of the Homewood Ski Resort redevelopment project. Supported Dundas Geomatics in Final Map process. Improvements include an aerial fire access road, pedestrian plaza, underground parking garage with perimeter drain system, improvements to County roads, utility design and relocations, stormwater best management practices, and high groundwater interception and reinfiltration facilities. Work included utility investigations, hydrologic and hydraulic analysis, grading and drainage, plans, specifications, and estimates, obtaining Placer County, TCPUD, and North Tahoe Fire Protection District approvals, and development of a Storm Water Pollution Prevention Plan.

Multipurpose Trails, Tahoe City Public Utility District, Tahoe City, CA
Prepared supporting documentation including plans and estimates for alternative analyses studies for the Meeks Bay, Homewood, and Sunnyside area trail proposals. Included linear assessments Drafted exhibits and represented the District in public forums. Created construction documents and provided bidding support for the Upper Sequoia trail safety improvements on Caltrans Highway 89. Prepared permit plans for new trail construction along a scenic corridor within the Tahoe basin. Challenges included narrow right- of-way and implementation of a video actuated vehicle warning system. Performed Agency Processing through TRPA and Caltrans.

Town of Mammoth Lakes — John Muir PSR
The scope of services entailed the preparation of a Project Study Report / Project Programming Request (PSR/PPR) to secure funding for future STIP cycles in accordance with California Local Assistance Procedures Manual requirements. This included designing and phasing construction for Upper and Lower John Muir Slope Protection, Upper and Lower John Muir Storm Drain, and Davison Road Storm Drain Projects, with exclusion of right-of-way acquisition appraisal but documentation of potential easement needs. The PSR/PPR encompassed tasks such as developing project background/description, recommendations, purpose and need statements, evaluating existing facilities and stormwater data, coordinating with town staff, exploring alternatives, summarizing community involvement, providing cost estimates for design and construction phases, conducting preliminary environmental assessments, identifying funding sources, outlining project schedules, suggesting phasing strategies, and reporting updates and revisions from previous project descriptions.

Douglas County Staff Augmentation, Douglas County, NV
Provided on-call professional development engineering review services, which included review of improvement plans for land development projects in accordance with Douglas County Code, Douglas County Design Standards, Standard Specifications for Public Works Construction, and other standards and requirements. Projects included Tahoe South Event Center, Bently Malthouse, Minden Industrial Subdivision, various residential projects.

IVGID Water Main Replacement CIP, Incline Village, NV
For these USFS-funded projects managed scope, design, permitting, bidding and execution of several fire protection enhancement projects totaling $5.4M and 21,000 linear feet. Collaboration with Sierra Ecotone Solutions for Environmental Studies. Work included customer outreach, service line evaluation, pipe bursting, boring and sliplining with fusible PVC and HDPE. Represented District as engineer, community liaison and managed third-party inspection. Provided supporting documents for Federal Fire Flow Enhancement Grant applications, NEPA and SHPO review.

TMWA California Ave Water Main, Reno, NV
Served as technical lead during construction of this utility's relocation project in support of Reno Consolidated roadway improvements. Participated in construction meetings, responded to RFI's and advised junior staff on plan revisions.

Squaw Valley Ski Area, Squaw Valley Ski Corp., Olympic Valley, CA
Under a Federal Mandate prepared Water Quality Improvement Plans (WQIP's) for numerous non-compliant forest roads and erosion areas identified on the mountain. Conducted field work and documentation of site-specific constraints and prepared exhibits and details illustrating the necessary culvert, ditch and slope rehabilitation projects.

IVGID Effluent Export Pipeline , Incline Village, NV
Administered $500,000 non-destructive condition assessment contract for 6 miles of aging high-pressure steel treated effluent pipeline. Managed $1.1M repair contract in State highway. Prepared supporting documents and represented the District for pipeline conflicts and construction support during construction of the East Shore Trail.

Sugar Bowl Gondola-North Subdivision, Norden, CA
Developed construction documents for roadway rehabilitation and infrastructure. Processed approvals processing through Placer County. Work included grading, drainage, and infrastructure design for approximately 3,000 lf of roadway and 25 lots. High groundwater and sensitive wetlands in this area demanded alternative stormwater treatment methods which were successfully planned and permitted. A drainage study was prepared in accordance with the Placer County Storm Water Management Manual.

Northstar at Tahoe Ski Area Roads, DMB Highlands, Placer Co, CA
Prepared construction drawings for Northstar-at-Tahoe's Lookout Mountain including related roadway extensions, trail extensions and snowmaking infrastructure to extend to adjacent the

Martis Camp neighborhood. The project involved extending the existing Lookout Mountain lift by 2,306 lineal feet, resulting in a total length of 5,128 feet and a vertical drop of 1,722 feet. Additionally, four Lookout Mountain trails were extended, and a new intermediate trail was added to the east of the lift. The expansion encompassed 46 acres of ski trails and 35 acres of snowmaking coverage.

IVGID Sewer Rehabilitation CIP, Incline Village, NV
As part of an ongoing capital project managed condition assessment and rehabilitation contracts for collection system mains and manholes. Prepared bidding documents and construction contracts for sewer bypass and rehabilitation with CIPP. Tracked deficiencies through Nexgen work order system and ArcGIS.

Woodbridge at Portola Subdivision, Portola, CA
As part of a project team prepared water and wastewater infrastructure studies for this proposed residential project encompassing 400 acres and approximately 1000 dwelling units in the City of Portola, CA. Provided calculations and estimates for Tentative Map development including a water system master plan for storage reservoirs, pumping and distribution. Work included hydraulic modeling with WaterCAD.

The Boulders at Truckee Subdivision, DMG Development, Truckee CA
Recently provided civil site plans for expanded development within this 18-acre phased residential project. Work included team collaboration with project architect and developer, grading and drainage improvements, roadway and parking plans. Prepared tentative maps and preliminary grading, drainage and utilities plans for early phases of development. Prepared Town of Truckee documents for Improvement Plans and final approvals. Provided engineering assistance with project cost estimating, bidding, and construction.

Tahoe City Marina Improvements, Tahoe City Marina, Tahoe City, CA
Collaborated with multiple design teams on several concurrent master plan projects including a parking garage, TCPUD pump station, marina expansion, multipurpose trail, and stormwater BMP retrofitting. Work included alternative studies, cost tracking and outside agency permitting. He prepared planning and environmental review documents. Michael successfully negotiated a cost-reducing stormwater treatment strategy TRPA. He prepared construction documents for related improvements including water mains, fire protection, forced main sewer, stormwater pump station, grading, drainage, parking, circulation, and erosion controls.

Road assessment and Engineering Services (2024), Great Basin Institute
Lefrancois Engineering is amid this extensive road assessment Project including data collection, survey and construction drawings for 700 miles of fire impacted forest roads. Work includes rigorous adherence to federal contracting protocols, problem solving and robust project management. Regular stakeholder coordination ensures alignment with project goals. Detailed field assessments using GPS and GIS technology will inform the initial deliverables.

Lefrancois Engineering

Education
BS, Biochemical Engineering, Babes-Bolyai University, Romania

Languages
English, Spanish, Romanian

Certifications
QuickBooks Online ProAdvisor

Affiliations
American Institute of Professional Bookkeepers

SANDA IANCU, BS

Sanda has over 18 years of experience in the Tahoe Basin, she has cultivated a diverse skill set that enriches the civil engineering firm's capabilities beyond traditional engineering tasks. Her background spans engineering, banking, accounting, water leak detection, and property management, providing valuable insights and expertise across various domains.

Representative Projects

Caldor Fire Road Restoration Project

As a Project Coordinator, she oversees client communication, coordinating meetings, and ensuring all necessary information requests are satisfied. She meticulously organizes client files, compiles detailed reports, and handles administrative tasks.

Lake Country Estates, HOA, Incline Village, NV

In the role of Planner, facilitated meetings with board members and conducted site investigations. Organized and evaluated historical property records provided by homeowners and established cooperation with property management companies for efficient document retrieval. Conducted thorough research on TRPA and Washoe County grading project requirements and gathered all necessary documents to assemble the Grading project application packet

Incline Village Skatepark, Spohn Ranch Skateparks

As a Planner, provided support to the civil engineering services necessary to develop 30% schematic documents for two alternative designs, with approximate improvement areas of 2,000 SF ± and 3,000 SF, respectively. Work is conducted in strict accordance with the directives and design standards set forth by the Incline Village General Improvement board (IVGID). Design services encompass a thorough evaluation of the site and design criteria documents, allowing us to provide accurate preliminary schedules and estimates. Supporting initial studies on stormwater analysis, parking and land coverage.

CalNeva Resort, Crystal Bay, NV

As a Planner, contributed to peer review of this project. The 13-acre Cal Neva resort is set to undergo extensive renovation, encompassing the rehabilitation of existing structures, the construction of new buildings, and various site improvements. Currently in an agency review process, the project is expected to commence construction in 2024. Lefrancois Engineering conducted a peer review of the construction drawings.

Stateline Residence, 705 Gary Lane, Stateline, NV
As a Planner, took charge of client communication, ensuring all necessary information was collected to draft comprehensive scopes of work. Meticulously organized client files and compiled detailed reports of billable time, and efficiently generated invoices, facilitating smooth payment processing.

Marques Remodel, Incline Village, NV
As a planner, collaborating closely with Holm Construction, ensured the project alignment and offered construction observations as needed

Prior Professional Experience

SubSurface Locators Inc. - Operations & Office Manager, Incline Village, NV, 11/2017 - 09/2023

- Established effective relationships with vendors to negotiate pricing and secure materials needed for production
- Performed cost analysis for various projects to determine budget requirements.
- Maintained accurate inventory records to track stock levels and minimize costs.
- Prepared monthly, quarterly, and annual financial statements in accordance with generally accepted accounting principles.
- Monitored cash flow, prepared bank reconciliations, and managed accounts payable and receivable functions.
- Analyzed data from daily reports to identify trends in sales performance metrics.
- Spearheaded the sale of the business and transfer off all assets and properties

Incline Property Management - Accounting Specialist, *Incline Village, NV*, *02/2015 - 11/2016*

- Reviewed, processed and reconciled accounts payable invoices and payments.
- Processed payments, refunds and adjustments to customer accounts.
- Collaborated with property managers to ensure accuracy of billing information provided by customers.

Wells Fargo Bank - Service Manager, Incline Village, NV, *03/2009 - 03/2014*

- Developed and maintained relationships with customers, vendors, and suppliers.
- Managed service staff to ensure customer satisfaction and compliance with company policies and with applicable laws and regulations.
- Monitored service performance metrics to identify areas of improvement.

Bill Suen, PE
Senior Engineer

Education

Bachelor of Science in Mechanical Engineering,

California Polytechnic State University, San Luis Obispo

Professional Registrations

Registered Professional Engineer (Traffic) in California -TR 3038

Professional Memberships

Institute of Transportation Engineers (ITE)

PROJECT EXPERIENCE

Bill Suen is a Transportation Engineer in the Tahoe City, California office. Since joining the firm in 2006, Bill has worked on a variety of public and private traffic engineering projects. He has worked on traffic impact studies in Douglas County, Calaveras County, Inyo County, El Dorado County, Nevada County, and Placer County in California as well as in the states of Nevada and Colorado. These analyses included the evaluation of existing traffic operations, level of service, intersection performance and improvement mitigation measures, parking demand, accident data evaluations, parking studies, traffic calming measures, signal and pedestrian crossing warrants, and school circulation and safety improvement studies.

As part of this work, Bill has become skilled in the implementation of a variety of traffic analysis software such as Traffix, Highplan, SIDRA, Highway Capacity Software, and Synchro/Sim Traffic.

Bill has worked many projects in the Tahoe Basin including analysis of vehicle miles traveled (VMT) for Tahoe Regional Planning Agency (TRPA) for both residential and commercial developments such as the Boatworks Redevelopment project in Tahoe City, traffic and parking studies for mixed-use developments such as the Bijou Park and the old Colony Inn in South Lake Tahoe. Bill has managed large traffic data collection project for the Town of Truckee, South Lake Tahoe, and TRPA.

Bill's transportation work experience also includes transit and planning projects in Clear Lake, CA, Mt Shasta, CA, Yuba City, CA Woodland, CA and Inyo County, CA. These projects involve transit stop assessment, roadway network evaluation, downtown core one-way conversion, and local roads safety plans.

Previously, Bill worked as a mechanical engineer in the biomedical and aerospace industry. His work as a laser applications engineer involved the development and production of nickel titanium medical devices including arterial stents. He worked for Boeing as an analyst for the International Space Station Program.

TRANSPORTATION CONSULTANTS, INC.

Leslie Suen, PE
Principal

Education

Bachelor of Science in Environmental Engineering,

California Polytechnic State University, San Luis Obispo

Professional Registrations

Registered Professional Engineer (Traffic) in California

Professional Memberships

Institute of Transportation Engineers (ITE)

EXPERIENCE

Leslie Suen is the principal of the engineering team at the Tahoe City, California office. Since joining LSC Transportation Consultants, Inc. as a Transportation Engineer in 2006, Leslie has worked on a wide variety of public and private traffic and transportation engineering studies in California, Idaho, Nevada, and Colorado. These studies include the evaluation of existing traffic operations analyses, trip generation estimates, accident data evaluations, parking studies, traffic calming measures, bicycle and pedestrian access, and signal warrants. She has employed a variety of traffic analysis software, including Traffix, Highway Capacity Software (HCS), SIDRA, TransCAD, Synchro, and AutoTurn. Leslie is the primary transportation modeler of LSC's Tahoe office and in this role, she maintains the TransCAD models for the Town of Truckee. She has been a project manager in the Tahoe City office since 2016.

Leslie has managed many projects in the Tahoe Basin including analysis for Incline Village General Improvement District (IVGID) on pipeline replacement traffic control on SR 28, vehicle miles traveled (VMT) for Tahoe Regional Planning Agency (TRPA) for both residential and commercial developments, parking studies for large mixed-use developments, a roadway lane reduction project to enhance bicycle and pedestrian access on Lake Tahoe Boulevard, traffic impact analysis (TIA) for several residential and commercial developments. Leslie has worked with many of the different public agencies in the Tahoe Basin including TRPA, IVGID, Placer County, Washoe County, and the City of South Lake Tahoe.

Leslie also has substantial experience with the following:

- Analysis of traffic operations and level of service
- Bicycle facility design and bicycle safety programs
- Evaluation of traffic accident data
- Signal warrant analysis
- CEQA/NEPA environmental transportation analysis
- Environment Impact Reports (EIR) for general plans and circulation elements
- Traffic Impact Fee analysis
- Synchro/Simtraffic analysis and traffic simulation
- Traffic impact analyses that include trip generation, and Highway Capacity Software analyses

LSC TRANSPORTATION CONSULTANTS, INC.

Sierra Brown, PE
Senior Engineer

Education

Bachelor of Science in Civil Engineering,

University of the Pacific, Stockton, California

Certificates

Registered Professional Engineer in California, Nevada, and Colorado

Professional Memberships

Institute of Transportation Engineers (ITE)

TRANSPORTATION CONSULTANTS, INC.

PROJECT EXPERIENCE

Sierra Brown is a senior engineer in LSC Transportation Consultants' Tahoe City, California office. She is the primary Synchro/SimTraffic modeler in the Tahoe City, California office.

Sierra also has experience with the following:

- Analysis of traffic operations and level of service
- Evaluation of traffic accident data
- Signal warrant analysis
- Traffic impact analyses that include trip generation, Traffix, and Highway Capacity Software analyses
- Vehicle-Miles of Travel (VMT) analysis
- Evacuation Analysis
- Parking Analysis

Since joining LSC Transportation Consultants, Inc. as an Engineer in 2020, Sierra has worked on a wide variety of traffic and transportation engineering studies in California, Nevada, and Colorado. These studies include the evaluation of existing traffic operations analyses, trip generation estimates, accident data evaluations, parking studies, traffic calming measures, and signal warrants. She has employed a variety of traffic analysis software, including Traffix, Highway Capacity Software, SIDRA, Synchro, Vistro, and StreetLight Data. She became a project manager in the Tahoe City office starting in 2024.

Sierra has worked many projects in the Tahoe Basin including analysis of vehicle miles traveled (VMT) for Tahoe Regional Planning Agency (TRPA) for both residential and commercial developments such as the Barton Hospital Relocation in South Lake Tahoe, parking studies for large mixed-use developments such as the CalNeva, traffic impact analysis (TIA) for several residential and commercial developments such as the Dollar Creek Crossing development and the Latitude 39 Hotel and has assisted with TIAs for large mixed-use developments such as the studies for Boulder Bay/WALT and the CalNeva.

Sierra's previous experience included three years in geotechnical engineering. Her responsibilities included retaining wall design, structural design, writing geotechnical engineering reports, reviewing engineering calculations, and reviewing compliance to technical specifications. Sierra also has experience with modeling in AutoCAD Civil 3D.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

City Engineering Services (not to exceed)	**$250,000.00**
City Traffic Engineering Services (not to exceed)	**$50,000.00**
Total (not to exceed)	**$300,000.00**

Lefrancois Engineering	**Role (Lead)**	**Hourly Rate**	**Overtime Rate**	**Average Est. Weekly Hours**
Michael Lefrancois, P.E.	City Engineer	$255.00	$382.50	14 hrs*
Sanda Iancu	Project Coordinator	$110.00	$165.00	6 hrs
Support Engineering	Field / Utility Support	$110.00	$165.00	As needed
LSC Transportation Consultants, Inc.	**Role (Subconsultant)**	**Hourly Rate****	**Overtime Rate**	**Average Est. Weekly Hours**
Bill Suen, P.E.	Designated Traffic Engineer	213.00	319.50	4-6 hrs
Leslie Suen, P.E.	Principal Engineer	287.00	430.50	As needed
Sierra Brown, P.E.	Senior Engineer	194.00	291.00	As needed
Support Staff	Engineer	168.00	252.00	As needed
Support Staff	Traffic Count Tech	85.00	127.50	As needed
Support Staff	Administrative	92.00	138.00	As needed

All rates are fully burdened and include labor, benefits, overhead, insurance, and routine travel. Overtime is only billed with prior written approval from the City.

**Costs are estimated based on anticipated deliverables required for CIP and other projects outlined in the Scope of Work and may vary depending on project type, phase, and complexity. Given that each project will differ in scope and timing, we propose allocating approximately 14 hours per week based on typical CIP phase activity, as follows:*

- *~4.0 hours for Planning*
- *~4.0 hours for Design*
- *~4.0 hours for Construction*
- *~2.0 hours for Closeout*

***A 10% administrative fee will be applied to all subconsultant invoices to cover coordination, contract management, and oversight provided by Lefrancois Engineering.*

TIMELINE

Work will be begin from date of contract execution to September 30, 2026.

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Michael Lefrancois, Principal

By:_____

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

August 12, 2025

Delegating Authority to Lefrancois Engineering and LSC Transportation Consultants Inc. to Act as the City of South Lake Tahoe City Engineer & Traffic Engineer, and Appropriating $300,000 from General Fund Undesignated Excess Reserves for Related Agreement

BACKGROUND

A. California Business and Professions Code sections 6700-6799, known as the California Professional Engineers Act, dictates that In order to safeguard life, health, property and public welfare, any person, either in a public or private capacity, except as in this chapter specifically excepted, who practices, or offers to practice, civil engineering, electrical engineering or mechanical engineering, in any of its branches in this state, including any person employed by the State of California, or any city, county, or city and county, who practices engineering, shall submit evidence that he or she is qualified to practice, and shall be licensed accordingly as a civil engineer, electrical engineer or mechanical engineer by the board.

B. The City practices civil engineering as an essential function of Public Works. The City does not currently have a City Engineer position among the existing Engineering Division Staff. The current public works director appointed City Engineer is departing the city on August 15th, 2025.

C. Based on the CIP projects underway, and upcoming projects including those not listed on the CIP, in addition to the necessary functions of a City Engineer, the estimated expenses for City contract Engineer is $250,000 for Fiscal Years 2024-2025, and 2025-2026

D. The City of South Lake Tahoe (City) Code, Chapter 4.25, *Motor Vehicles and Traffic* delegates to the City Traffic Engineer, authority to install regulatory traffic signs within the public right-of-way.

E. The City does not have a registered traffic engineer among the existing Engineering Division staff. The current public works director appointed City Traffic Engineer is departing the city on August 15th, 2025.

F. Based on the current traffic safety studies underway, and projected citizen requests, the estimated expenses for City contract Traffic Engineer is $50,000 for Fiscal Years 2024-2025, and 2025-2026.

G. Lefrancois Engineering, a engineering consulting firm, has professional engineering staff consisting of State of California licensed professional engineers. Lefrancois will also execute a contract with LSC Transportation Consultants Inc., who has professional engineering staff consisting of State of California licensed traffic engineers.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, by the City Council of the City of South Lake Tahoe that:

1. The City Council delegates the authority to act as the City of South Lake Tahoe City Engineer to Michael Lefrancois, PE, Principal of Lefrancois Engineering, for the purpose of fulfilling California Business and Professions Code for City Engineer and person in responsible charge.

2. City Engineering Services shall be performed for the City by Michael Lefrancois, PE, on an on-call basis at the direction of the Department of Public Works.

3. The City Council delegates the authority to act as the City of South Lake Tahoe Traffic Engineer to Bill Suen, PE (Traffic), an employee of LSC Transportation Consultants Inc., for the purpose of fulfilling City Code requirements of a City Traffic Engineer.

4. Traffic Engineering Services shall be performed for the City by Bill Suen, PE (Traffic), on an on-call basis at the direction of the Department of Public Works.

5. Compensation to Lefrancois Engineering and their subconsultant LSC Transportation Consulting Inc., is administered by a professional services agreement between Lefrancois Engineering and the City at specified hourly rates provided in an amount not to exceed $300,000.

6. The City Council appropriates $300,000 from the City's General Fund Undesignated Excess Reserve to the Department of Public Works, Engineering Division Contract Services budget (100-03210-42025) to fund the services of City contract Engineering & Traffic Engineering Services.

Adopted by the City of South Lake Tahoe City Council on August 12, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor Pro Tem

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: August 12, 2025
Agenda Item #: 18

Agenda Item: Agenda Planning Calendar

Requested Action / Suggested Motions: Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.

Responsible Staff Member: Joseph Irvin, City Manager, and Susan Blankenship, City Clerk

Attachments:

APC - 08 07 2025.pdf

2025 Agenda Planning Calendar (Updated 08 07 2025)

Department		Agenda Item	Agenda Section
Aug. 26, 9:00 a.m.		Budget Workshop	NB
	City Manager	South Tahoe Transit JPA Discussion	NB
	HR	Employee Vacancies, Recruitment and Retention Report	PH
Sep.9, 9 a.m.	**City Clerk**	League Annual Conference Voting Deligate and Alternate Selection	NB
	City Manager	Economic Development "BRE" Program Update	NB
		Cannabis Tax Rate	UB
		Cannabis Grant Award Recommendation	UB
		Development Commodity Policy Amendments	NB
	CM/CA	Report on VHR Permitting	NB
	Dev Services	Pay for Success Agreement Tahoe Coalition for the Homeless	UB
		Emergency Shelter and Warm Room Discussion	NB
		Mid-Town Area Plan Draft Presentation and Implementation Discussion	NB
	Finance	Quarterly Budget & Financial Status Report as of June 2025	Consent
		Investment Portfolio Report as of June 2025	Consent

2025 Agenda Planning Calendar (Updated 08 07 2025)

		Investment Policy Update	Consent
	Fire	Contract Award for SNPLMNA hazardous fuels reduction project	Consent
	Parks & Rec	New Rec Center Donor Tiles Sponsorships	Consent
		Accept Donation from STPF & Award Batting Cages Contract	Consent
		Award Exercise Equipment Contract for New Rec Center	Consent
		Rec Center Boo Bash Event Fee Waiver	Consent
	PW/CA	2025 FAA AIP Grant Agreement	Consent
	Public Works	Additional contingency for Rockwood to Blackwood Drainage Improvements	Consent
		Contract Amendment with JKAE for Rec Center	Consent
		Grant Fund Authorization for TRPA bi-annual distribution	Consent
		Caltrans Easement	Consent
		Caltrans Signal Agreement	Consent
Sep. 23, 5:30 p.m.	**City Manager**	Legislative Agenda	NB
		SB 125 Funding Request for EV Charging Station	NB
		SSTMA Funding Agreement	NB
	City Attorney	Participation in Opioid Settlements	Consent

2025 Agenda Planning Calendar (Updated 08 07 2025)

	Finance	Draft User Fee Study Presentation	NB
	Public Works	Award Grant Writing Services for CIP Projects	Consent
		Award Contract for Hwy 50 Corridor Study	NB
		Award for Labor Compliance Services	Consent
		Award Material Testing Contract	Consent
		Snow Removal Contract Amendment	Consent
		Janitorial Contract Amendment	Consent
Oct. 21, 5:30 p.m.	**City Clerk**	Pet Wellness Awareness Month (Humane Society, Erin Ellis)	Proclamation
		Record Retention Policy Update	Consent
	CM/CC	City Commission Rolls	NB
	City Manager	Follow up report from RSG, Inc. on economic development of Chateau	UB
	Dev Services	2025 California Building Standards Code Adoption (First Reading)	NB
	Finance	GAAN Limit	Consent
		Fiscal Year 2024-2025 Budgeted Funds Re-Appropriation	Consent
Nov. 4, 9 a.m.	**City Clerk**	City Seal Alteration	NB
		City Council Representative Reports to Council	NB

2025 Agenda Planning Calendar (Updated 08 07 2025)

	City Attorney	Ethics Policy Revisions	Consent
	City Manager	Margaritaville Timeshare + Condo Opportunities	NB
	Dev Services	2025 California Building Standards Code Adoption (Second Reading)	Consent
		PC/APLUC/BBOA Annual Report	NB
	Finance	Independent Citizen's Oversight Committee Annual Report (Measure P)	Consent
		TID Annual Report	NB
	Parks & Rec	P&R, ACT Annual Reports	Consent
	Police	PAC Annual Report	Consent
		2025 Update to Parking Fees in the Bellamy Parking Garage	Consent
	PD/CA	SMD Ordinance (First Reading)	Ordinance
	Public Works	Facilities Condition Assessment Report	NB
		Award of PD Roof Replacement	Consent
Nov. 18, 5:30 p.m.	**City Clerk**	2026 City Council Meeting Schedule	NB
	Parks & Rec	Future of the Senior Center	NB
	PD/CA	SMD Ordinance (Second Reading)	Ordinance
Dec 9, 5:30 p.m.	**City Clerk**	City Council Protocols Update	NB

2025 Agenda Planning Calendar (Updated 08 07 2025)

	Finance	Annual ROPS Approval	Consent
		Quarterly & Financial Status Report as of September 2025	Consent
		Investment Portfolio Report as of September 2025	Consent
Unscheduled/Pending			
	CA/DS	Discussion: City Requirement to Replace Housing Units within the City	
	City Clerk	Pride Resolution Update	
	City Manager	Grants/Funding for Undergrounding Utilities	
	Dev Services	Res. Area Plan to Accommodate SB9 and Remove Tourist Accomodation	
		Competative PHLA Budget Appropriation and Loan Agreement	
		Discussion: Second Home Cap/Permit Options	
		Regional Housing Policy Subcommittee	
	Finance	Disolution STJPPFA	
	Fire		
	Parks & Rec	Events and Facitilies Naming Rights Discussion	
	Police	Barton Community Health Needs and Harm Reduction Update	
	Police/PW	Bike Paths, Bike Parking, Vehicle Parking	

2025 Agenda Planning Calendar (Updated 08 07 2025)

Public Works	Geothermal Use Discussion Item
	Award James-Eloise Drainage Upgrade
	TTD US 50 Plans Presentation
	Award Lakeview and Ski Run Electrical Upgrades
	Award PS&E for Sugar Pine Bike Path Project

PARTICIPATING DEALER AGREEMENT

Ingram Micro Public Sector OMNIA Partners Contract

Agreement Number PDA: OMNIA - _____ Effective Date: 2024-Nov-20

This **Participating Dealer Agreement** (including all addenda attached hereto or executed in connection herewith, this "Agreement") is made and entered into as of the date indicated by and between Ingram Micro Public Sector LLC ("Ingram Micro Public Sector"), an Indiana limited liability company, located at 10900 Pump House Road, Suite B, Annapolis Junction, MD 20701 and Cadence team inc ("Participating Dealer"), a Cadence team inc corporation, located at 9100 seavey lane loomis ca 95650 (each a "Party" and collectively the "Parties").

Whereas, Participating Dealer is providing support and generating sales interest in various products and product enabling services (collectively the "Products") listed on Ingram Micro Public Sector's OMNIA Contract Number R220802 ("Ingram Micro Public Sector Contract") to authorized customers;

Whereas, Ingram Micro Public Sector offers products and related services, manufactured by third parties, to Government agencies through the Ingram Micro Public Sector Contract.

Whereas, in connection with its support and sales generation, Participating Dealer is authorized to participate under the Ingram Micro Public Sector Contract and resell some or all of the Products within a specified territory.

Now therefore, in consideration of the mutual covenants and promises stated herein and in accordance with the terms and conditions of this Agreement and all Addenda hereto, the parties agree as follows:

1. Scope

1.1 Ingram Micro Public Sector authorizes Participating Dealer to participate under the Ingram Micro Public Sector Contract in accordance with the Ingram Micro Public Sector Contract requirements and any documents or notices that may be provided during the term of the Agreement.

1.2 Participating Dealer's sale of Products referencing an Ingram Micro Public Sector Contract vehicle, without authorization by Ingram Micro Public Sector is prohibited and considered an illegal order against the related contract vehicle.

1.3 Nothing in this Agreement will be construed to extend to Participating Dealer the right to resell any Product in any territory beyond those authorized by the manufacturer.

1.4 Under the Ingram Micro Public Sector Contract, manufacturers that are partnered with Ingram Micro Public Sector may require Participating Dealer to meet and/or maintain specific requirements for participation. In such cases, this Agreement will only be effective while Participating Dealer remains authorized by the manufacturer and in good standing and compliant with all terms and conditions so required by the manufacturer.

1.5 Participating Dealer agrees that nothing in a contract vehicle, this Agreement, or any Ingram Micro Public Sector Contract document may be used to establish privity of contract between Participating Dealer and any government customer or entity, or any non-governmental entity entitled to purchase under the Ingram Micro Public Sector Contract.

2. Requirements

2.1 Participating Dealer can quote manufacturers' products listed on the Ingram Micro Public Sector Contract for which Participating Dealer is authorized by the manufacturer/software vendors and Ingram Micro Public Sector / Ingram Micro Inc. to sell. Participating Dealer will be responsible for all Contract Administration Fees (CAF) on sales. Participating Dealer is authorized to discount pricing.

2.2 All Participating Dealer OMNIA quotes to government customers and purchase orders received by Participating Dealer from government customers shall be subject to the terms and conditions of the Ingram Micro Public Sector Contract's then-current contract terms and pricing.

2.3 Participating Dealer quotes to government customers and purchase orders received by Participating Dealer from government customers shall not exceed the Ingram Micro Public Sector Contract prices current at the time the order is received.

2.4 Pursuant to this Agreement, Participating Dealer will be authorized as a "Participating Dealer" on the Ingram Micro Public Sector Contract by modification. Notwithstanding this status, Participating Dealer is only authorized to sell products that are approved on the Ingram Micro Public Sector contract by Region 4 ECS.

2.5 Participating Dealer is not authorized under this Agreement to team with any third party or authorize any third party to submit a quotation or accept an order referencing the Ingram Micro Public Sector Contract.

2.6 Participating Dealer must demonstrate to Ingram Micro Public Sector an ability to track and agree to report all necessary information regarding activities contemplated under the Ingram Micro Public Sector Contract. Information to be tracked and reported upon is detailed on the OMNIA Sales Reporting Addendum attached hereto.

2.7 Participating Dealer shall: (1) Comply with the same terms and conditions regarding prices as Ingram Micro Public Sector for sales made under the Ingram Micro Public Sector Contract; (2) Maintain a system of reporting sales under the Ingram Micro Public Sector Contract which includes: (i) The date of sale; (ii) The ordering activity to which the sale was made; (iii) The service or product/model sold; (iv) The quantity of each service or product/model sold; (v) The price at which it was sold, including discounts; and (vi) All other significant sales data; (3) Be subject to audit by the Government, with respect to sales made under the Ingram Micro Public Sector Contract; and (4) Place orders and accept payments in the name of Ingram Micro Public Sector in care of the dealer. To carry out the obligations set forth in this paragraph, Participating Dealer shall utilize the ordering and billing addresses provided in the OMNIA Reseller Registration Form.

2.8 Participating Dealer will accept orders, invoice and accept payment from government agencies in the name of Ingram Micro Public Sector for the Products. Such orders shall be considered Ingram Micro Public Sector orders under the Ingram Micro Public Sector Contract and shall be recorded and reported as such in accordance with the procedures defined in this Agreement.

2.9 Participating Dealer shall maintain a system and prepare accurate and timely reports of sales made under the Ingram Micro Public Sector Contract that includes all data elements of the Sales Report defined in the OMNIA Sales Reporting Addendum.

Notwithstanding any other provision of this Agreement, Participating Dealer's failure to comply with the reporting obligations set forth in such OMNIA Sales Reporting Addendum ("Reporting Noncompliance") shall entitle Ingram Micro Public Sector to take the following actions:

2.9.1 In the case of the first Reporting Noncompliance, Ingram Micro Public Sector may issue to Participating Dealer a notice regarding such Reporting Noncompliance.

2.9.2 In the case of any Reporting Noncompliance after the first instance thereof, Ingram Micro Public Sector may, at its sole discretion, suspend or terminate Participating Dealer's participation as a dealer in connection with the Ingram Micro Public Sector Contract; provided, however, that Ingram Micro Public Sector may, at its sole discretion, subsequently permit Participating Dealer to participate as a Dealer in the event that the Participating Dealer can, within thirty (30) days of such Reporting Noncompliance and to Ingram Micro Public Sector's reasonable satisfaction, cure those deficiencies which gave rise to the Reporting Noncompliance.

2.10 Participating Dealer agrees that all sales referencing the Ingram Micro Public Sector Contract will be considered subject to this Agreement and will be included in all reports required herein.

2.11 Ingram Micro Public Sector will review all sales reported pursuant to this Agreement for discrepancies and will detail such discrepancies to Participating Dealer. Participating Dealer will have 30 days to resolve all outstanding discrepancies or will be found to be in material default of this Agreement.

2.12 Authority. For some manufacturers, Participating Dealer's authorization and/or certification to sell the manufacturer's products and/or services within a territory may be defined and subject to Participating Dealer's independent reseller agreement with the manufacturer. Nothing herein should be construed to expand Participating Dealer's product authorization or territory beyond that defined in Participating Dealer's agreement with the manufacturer or Ingram Micro Public Sector.

2.13 Contract Administrative Fee. Participating Dealer is required to remit to Ingram Micro Public Sector a contract administration fee for each sale of an item or service on the Ingram Micro Public Sector Contract in connection with this Agreement. Participating Dealer will be invoiced per the OMNIA Sales Reporting Addendum.

2.14 Sourcing/Order Fulfillment. Participating Dealer shall fulfill orders for the manufacturer products and services on the Ingram Micro Public Sector Contract, through Ingram Micro Public Sector or its Parent Company (Ingram Micro If Participating Dealer fails to comply with the Participating Dealer Fulfillment Requirement for

any order it receives ("Contract Order") in connection with the Ingram Micro Public Sector Contract, Participating Dealer shall be required to pay Ingram Micro Public Sector a fee equal to five (5) percent of the total price set forth in such Contract Order and pay the contract administration fee.

2.15 Compensation. Participating Dealer acknowledges that the compensation by Ingram Micro Public Sector to Participating Dealer for all orders accepted and invoiced by Ingram Micro Public Sector will be derived solely from Participating Dealer's purchase price and related charges including but not limited to (contract administration fee and Shipping fees) and the OMNIA Price quoted/sold to the customer unless otherwise agreed to in writing by Ingram Micro Public Sector.

3. Annual Review

3.1 Participating Dealer agrees to permit Ingram Micro Public Sector, upon thirty (30) days' prior written notice, to conduct an annual review of its activities as they relate to this Agreement. The review shall focus on sales activities related to the Products. Information to be reviewed shall include, at a minimum, sales records, purchase orders, invoices, payment receipts, and related notes, emails or letters, and any information reasonably requested to verify the content of reports submitted in accordance with the OMNIA Sales Reporting Addendum. Any such annual review of Participating Dealer will be conducted by Ingram Micro Public Sector at its own expense and in a manner so as not to unreasonably interfere with Participating Dealer's business.

3.2 In the event a discrepancy in reported sales is discovered during the course of an annual review, Ingram Micro Public Sector may require an additional review. Reviews beyond the annual review shall be performed at Participating Dealer's expense and may include reasonable professional fees for objective third-party auditors, accountants or legal professionals.

4. Indemnification

4.1 Participating Dealer shall, at its sole expense, indemnify, defend and hold harmless Ingram Micro Public Sector, its suppliers and its parent, affiliates, shareholders, directors, officers, employees, contractors, agents and customers from any and all damages, losses, costs (including, but not limited to, reasonable attorney's fees and costs) and claims based upon: (i) government audits, fines, litigation, debts, damages or penalties stemming from Participating Dealer's failure to accurately or timely report sales to Ingram Micro Public Sector;(ii) Participating Dealer's billing errors including charging prices in excess of those permitted under the relevant program or quote or billing inaccuracies; (iii) Participating Dealer's representation of items being on Contract, which are not; or (iv) Participating Dealer's activities related to the sale of the Products.

4.2 Ingram Micro Public Sector shall, at its sole expense, indemnify, defend and hold harmless Participating Dealer, its suppliers and its affiliates, shareholders, directors, officers, employees, contractors, agents and customers from any and all damages, losses, costs (including, but not limited to, reasonable attorney's fees and costs) arising from third party claims based upon matters related to the proper maintenance of the Ingram Micro Public Sector Contract.

5. Term and Termination

5.1 The term of this Agreement shall be twelve (12) months from the date first written above and shall renew for subsequent twelve (12) month periods unless written notice of non-renewal is provided no less than thirty (30) days before the expiry of the then-current term, or the Agreement is terminated by either party as set forth below.

5.2 Either party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the other party.

5.3 This Agreement may be terminated by either party for cause at any time, without limiting any party's other rights or remedies:

5.3.1 Upon written notice identifying with specificity the cause and providing a cure period of not less than ten (10) days if the non-terminating party commits a material breach of this Agreement, and such breach continues un-remedied for a period of five (5) days after receipt by the other party of written notice thereof;

5.3.2 immediately, without the obligation to give thirty (30) days' written notice, if the non-terminating party: (a) has a receiver appointed for itself or its property; (b) makes an assignment for the benefit of its creditors; (c) has any proceedings commenced by, for or against it under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not

5.3.3 dismissed within ninety (90) days of their commencement; or (d) is liquidated or dissolved; or immediately, without the obligation to give thirty (30) days' written notice, or Participating Dealer account is not in good standing.

5.4 Participating Dealer shall honor all orders placed prior to the date on which any termination becomes effective.

6. Reserved

7. Exclusion of Consequential Damages

EXCEPT AS EXPRESSLY STATED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE PRODUCTS, SOFTWARE OR SERVICES WHETHER FORSEEABLE OR NOT AND EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

8. Confidential Information

8.1 Each party agrees not to use any confidential information of the other party (whether oral or written) except in performance of this Agreement and not to disclose such information to third parties (other than, as determined by the receiving party in good faith, those persons with a genuine "need to know" and who agree to similarly limit the use and disclosure of the information, such as attorneys and accountants). All information which the disclosing party considers confidential shall be clearly identified as such.

8.2 With respect to both parties hereto, for the purposes hereof, confidential information shall not include any information that: (a) is now or becomes in the public domain through no breach of this Agreement; (b) is in the possession of the receiving party as of the date of execution hereof; (c) is independently learned by the receiving party from a third party without breach of this Agreement;
(d) is required by law or order of a court (in which case the other party shall be promptly notified before disclosure), administrative agency or other governmental body to be disclosed by the receiving party; or (e) is disclosed by the receiving party more than three (3) years after that party's receipt of such information.

9. Miscellaneous

9.1 Assignment and Subcontracting. Assignment of this Agreement is prohibited without the express written consent of the other Party; except that Ingram Micro Public Sector may assign this Agreement or any of its rights or obligations hereunder (including, without limitation, rights and duties of performance) to any of its affiliates. Ingram Micro Public Sector may also assign its interest in this Agreement in connection with a merger or other business combination in which Ingram Micro Public Sector is not the surviving entity. Any attempted assignment in violation of this provision will be null and void.

9.2 Relationship of the Parties. Participating Dealer and Ingram Micro Public Sector perform this Agreement as independent contractors. Each party has the sole obligations to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as may otherwise be agreed upon in writing by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Participating Dealer and Ingram Micro Public Sector. Neither party shall act nor attempt to act nor represent itself, directly or by implications, as an agent of the other or its affiliates or in any manner assume or create, or attempt to assume or create any obligation on behalf of, or in the name of, the other party or its affiliates.

9.3 Compliance with Laws. In the performance of this Agreement, Participating Dealer shall comply with the requirements of all applicable laws, ordinances, and regulations of the United States of America and any state, country, or other governmental entity. This Section incorporates by reference all provisions required by such laws, orders, rules, regulations and ordinances which are hereby incorporated with the same force and effect as if they were expressly set forth herein.

Participating Dealer shall indemnify, defend and hold Ingram Micro Public Sector harmless from and against any and all claims, actions or damages arising from or caused by Participating Dealer's failure to comply with this Section 9.3.

9.4 Choice of Law; Disputes.

9.4.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regards to the conflicts of law principles thereof. Any and all claims, controversies or disputes arising out of or in connection with this Agreement shall be resolved in accordance with this Section. California law shall apply unless the issue relates to federal procurement regulations or statutes and in such case federal procurement law as interpreted by the United States Boards of Contract Appeals and the United States Court of Federal Claims shall apply.

9.4.2 The party's consent to the exclusive jurisdiction of the state and federal courts located in Orange County, California, for any such action, suit or proceeding. Both parties' obligations under this Section survive termination or expiration of this Agreement. The prevailing party in any action shall be entitled to recover its costs and attorneys' fees.

9.5 Notices. All notices and other written communications required or permitted to be given or sent by this Agreement, shall be deemed given if mailed first class, postage paid or sent by facsimile, and if addressed as follows:

Participating Dealer:
Cadence team inc
Na
9100 seavey lane loomis ca 95650

Attn: Jeremy Caudill ceo
Phone: 9168991255
Fax:

Ingram Micro Public Sector:
10900 Pump House
Road Suite B
Annapolis Junction, MD
20701 Attn: Legal
Department Phone:
800.634.0255
Fax: 301.725.7869

Either party may, by a notice given in accordance with the foregoing, change its address or designated recipient for notices. Any notice given as aforesaid shall be deemed to have been received on the date of the overnight mail receipt, on the date imprinted by the facsimile machine, or five business days after deposit in the mail (first class, postage paid), whichever is applicable, unless the addressee party is able to establish conclusively that such notice was not received by it.

9.6 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court or board of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion(s) eliminated.

9.7 Entire Agreement. This Agreement constitutes the entire understanding and agreement of and between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations and agreements with respect to the subject matter hereof. This Agreement shall not be varied by any oral agreements or representations or otherwise except by an instrument in writing duly executed by authorized representatives of the parties.

9.8 Section Headings. The Section and paragraph headings herein are for convenience only and shall not limit in any way the scope of any provisions of this Agreement.

9.9 Non-waiver of Rights. The failure of either party to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any rights or remedies shall not be construed as a waiver of its right to assert any of the same or to rely on any such terms and conditions at any time thereafter.

9.10 Force Majeure. Neither Participating Dealer nor Ingram Micro Public Sector shall be deemed in default if its performance of obligations hereunder is delayed or becomes impossible or impractical by reason of any act of God, war, fire, earthquake, strike, epidemic, or any other cause beyond such party's reasonable control.

9.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.12 Survival. The terms and conditions set forth herein which by their nature should survive any termination of this Agreement shall survive.

In witness whereof, each of Participating Dealer and Ingram Micro Public Sector has caused this Agreement to be signed and delivered by its duly authorized representative as of the Effective Date.

Participating Dealer

DocuSigned by:

By: Jeremy Caudill

D341AD66509A4BE...

Print Name: Jeremy Caudill

Title: CEO

Ingram Micro Public Sector LLC

DocuSigned by:

By: Todd Hartung

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Print Name: Todd Hartung

Title: Director

OMNIA Sales Reporting Addendum

The Ingram Micro Public Sector Contract is subject to mandatory reporting of sales and payment of a Contract Administrative Fee (CAF) under the Ingram Micro Public Sector Contract by OMNIA. The reporting of sales and CAF payments under the contract by all participants are audited on a regular basis to ensure that they are current, accurate and complete. Failure to comply may result in fines, penalties, suspension and/or termination of Ingram Micro Public Sector's Contract.

1. Sales Reports

1.1 The OMNIA Sales Report templates and instructions, per current OMNIA reporting requirements, will be provided to Participating Dealer by Ingram Micro Public Sector as required.

1.2 The POS Sales Report template/format is subject to change at Ingram Micro Public Sector's reasonable discretion upon notification or at the Contract discretion of OMNIA.

1.3 Sales Reports must be submitted no later than the 10th of the month following the report period. (e.g., June sales reported July 10th). Reports shall be submitted with all fields completed. Copies of the Customer orders if not provided at time of order processing, in hard copy or .pdf form, shall be submitted by Participating Dealer with the Sales Report.

1.4 Participating Dealer shall furnish monthly reports of the dollar value (rounded to the nearest whole dollar) of invoices issued during the preceding month period in a format that will facilitate the preparation and submission of Ingram Micro Public Sector's OMNIA Sales Report. The report format will be provided for completion.

1.5 Participating Dealer shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. Ingram Micro Public Sector, or its designee, reserves the right to compare Sales Reports submitted by Participating Dealer for a period of four (4) years from the date Ingram Micro Public Sector receives such report. In addition, Ingram Micro Public Sector may engage a third party to conduct an independent audit of Participating Dealer 's monthly reports. In the event of such an audit, Participating Dealer shall provide all materials reasonably requested relating to such audit. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, Ingram Micro Public Sector will notify the Participating Dealer in writing. Participating Dealer will have thirty (30) days from the date of such notice to resolve the discrepancy to Ingram Micro Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest, and reimbursement of the costs and expenses related to such audit.

2. CAF Invoicing/Payments

2.1 Participating Dealer acknowledges that the OMNIA Price quoted/sold to the government customer is inclusive of the CAF.

2.2 Participating Dealer acknowledges that Participating Dealer must pay Ingram Micro Public Sector the CAF based on the sales price to the customer for all orders placed under the Ingram Micro Public Sector Contract.

2.3 Ingram Micro Public Sector will invoice Participating Dealer the CAF as a separate line item on each processed Program order.

2.4 The Product CAF percentage will range from 0.75% to a maximum 2.0% (based on the manufacturer, hardware, software, maintenance, or services). The total CAF Fee will be calculated by multiplying this percentage by the total gross sales price paid for product by Participating Dealer's customer as reflected in the End User Purchase Order or the Participating Dealer's monthly Sales Order Report. Ingram Micro Public Sector will invoice Participating Dealer the CAF Fee on all identified OMNIA orders processed. The CAF fee will be listed as a separate line item on the Order's Invoice. If not captured at time of order, CAF will be invoiced from monthly Sales Reports within 15 days of Ingram Micro Public Sector's receipt of Dealer's Sales Order Report. Payment is due within 30 days of the invoice date.

In witness whereof, each of Participating Dealer and Ingram Micro Public Sector has caused this Participating Dealer Agreement to be signed and delivered by its duly authorized representative as of the Effective Date

Participating Dealer

DocuSigned by:

By: Jeremy Caudill

D341AD66509A4BE...

Print Name: Jeremy Caudill

Title: CEO

Ingram Micro Public Sector LLC

DocuSigned by:

By: Todd Hartung

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Print Name: Todd Hartung

Title: Director

Attachment 1 - Region 4 ESC Flow Down Terms and Conditions

1. Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC or Participating Public Agency must purchase in an open market, Participating Dealer agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

2. Licenses. Participating Dealer shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Participating Dealer. Participating Dealer shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC or Participating Public Agency reserves the right to stop work and/or cancel the Contract if Participating Dealer's license(s) expire, lapse, are suspended or terminated.

3. Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Participating Dealer and Region 4 ESC or Participating Public Agency under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Participating Dealer shall survive expiration or termination of the Contract.

4. Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Participating Dealer must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

5. Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC or Participating Public Agency may make the determination to return the material to the Participating Dealer at no cost to Region 4 ESC. The Participating Dealer agrees to pay all shipping costs for the return shipment. Participating Dealer shall be responsible for arranging the return of the defective or incorrect material.

6. Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

7. Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC or Participating Public Agency must be notified immediately. Price increases must be approved by Region 4 ESC or Participating Public Agency and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

8. Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty.

9. Site Cleanup. Participating Dealer shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

10. Site Preparation. Participating Dealer shall not begin a project for which the site has not been prepared, unless Participating Dealer does the preparation work at no cost, or until Region 4 ESC or Participating Public Agency includes the cost of site preparation in a purchase order. Site preparation includes, but is

not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

11. Registered Sex Offender Restrictions. For work to be performed at schools, Participating Dealer agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Participating Dealer agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's or Participating Public Agency's discretion.

12. Safety measures. Participating Dealer shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Participating Dealer shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

13. Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

14. Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC or Participating Public Agency, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC or Participating Public Agency prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Participating Dealer against loss and damage. Participating Dealer agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC or Participating Public Agency and be separated from other materials. Region 4 ESC or Participating Public Agency must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC or Participating Public Agency, it shall be the Participating Dealer 's responsibility to protect all materials and equipment. Participating Dealer warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

15. Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC or Participating Public Agency's current revenue only. Region 4 ESC or Participating Public Agency retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC or Participating Public Agency to obtain appropriate funds for payment of the contract.

16. Indemnity. Participating Dealer shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Participating Dealer, Participating Dealer employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC or Participating Public Agency, its administrators and employees and agents will be in Harris County, Texas or the or Participating Public Agency venue of choice.

17. Marketing. Any use of Region 4 ESC or Participating Public Agency name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Participating Dealer must have prior approval from Region 4 ESC or Participating Public Agency and Ingram Micro Public Sector.

18. Certificates of Insurance. Participating Dealer shall maintain coverage as specified and deliver Certificates of insurance to the Region 4 ESC or Participating Public Agency prior to commencement of work. Participating Dealer shall give a minimum of ten (10) days' notice prior to any modifications or cancellation of policies.

Attachment 2 - OMNIA Partners Contract Flow Down Terms and Conditions

1. The Region 4 ESC Flow Down terms and conditions contained above shall apply to this Agreement except as expressly changed or modified by this Agreement. Participating Dealer acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

2. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Participating Dealer under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Participating Dealer's obligation to obtain appropriate insurance.

3. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Participating Dealer, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

4. OMNIA Partners shall not be responsible for Participating Dealer's performance under the Master Agreement, and Participating Dealer shall hold OMNIA Partners and Ingram Micro Public Sector LLC harmless from any liability that may arise from the acts or omissions of Participating Dealer in connection with the Master Agreement.

5. Participating Dealer acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

6. With regard to Personal Information that Participating Dealer collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Participating Dealer agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Participating Dealer and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Participating Dealer certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data

Regulations, as defined herein. Participating Dealer will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Participating Dealer collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Participating Dealer will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

7. Participating Dealer shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Participating Dealer shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

8. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Participating Dealer, the provisions of this Agreement shall prevail.

Attachment 3 - Required Documents

¨ Texas Government Code 2270 Verification Form

¨ **Federal Funds Certifications**

¨ ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

¨ FEMA SPECIAL CONDITIONS

¨ New Jersey Business Compliance (***Required to transact business on contract in New Jersey***)

INGRAM MICRO PUBLIC SECTOR

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jeremy Caudill, as an authorized representative of

CADENCE TEAM, INC, a contractor engaged by

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day, and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

DocuSigned by:
Jeremy Caudill
D341AD66509A4BE...

Signature of Named Authorized Company Representative

2024-Nov-20

Date

Insert Fed Grant and FEMA PDF Documents

Insert New Jersey Business Compliance Documents