State of California – Natural Resources Agency DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: City of Redondo Beach

PROJECT TITLE: City of Redondo Beach – Public Sewage Pumpout Dock (#1184) GRANT NUMBER: C8966470

The Grantee agrees to the terms and conditions of this grant, hereinafter referred to as Agreement, and the State of California, acting through its Director of Parks and Recreation agrees to fund the total grant amount indicated below for the project identified in Exhibit B which is a part of the agreement consisting of: "Grant Conditions and Project Cost Estimate", pages 1-2. Exhibit A "Boating Infrastructure Grant (BIG) Construction and Operation Grant Agreement", pages 1-29. Exhibit B "Redondo Beach Pumpout Dock Replacement Dock BIG Tier I Application", pages 1-60 and "Application for Federal Assistance SF-424", pages 1-4. Exhibit C "General Terms and Conditions", pages 1-4. Exhibit D "Contractor Certification Clauses", pages 1-4. Total Federal FY 21/22 award, F22AP00750-00 Boating Infrastructure Grant Program-Tier I, to California is: \$200,000.00.

Grantee:	City of Redondo Beach	Agency:	Department of Parks and Recreation Division of Boating and Waterways		
Address:	415 Diamond Street Redondo Beach, CA 90277	Address:	P.O. Box 942896 Sacramento, CA 94296-0001		
BY:		BY:			
(Authorized Signature)		(Authorized Signature)			
WILLIAM C. BRAND, MAYOR		KERE	<u>KEREN DILL, STAFF SERVICES MANAGER II</u>		
(Printed Name and Title of Authorized Representative)		(Printed Name and Title of Authorized Representative)			
Date		Date			

CERTIFICATE OF FUNDING

(FOR STATE USE ONLY)

GRANT	AMENDMENT NO	FI\$CAL SUPPLIER NO			PROGRAM
C8966470		00000	11808		2855015
AMOUNT ENCUMBERED BY THIS DOCUMENT \$200,000.00	FUND TITLE FEDERAL TRUST	FUND (F22AP00750-00)		AGENCY BILLIN	NG CODE NO
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00	GL / APPROP REF / FUND 3790-101-0890	CHAPTER 21	STATUTE (ENY)		FISCAL YEAR 2021/22
total amount encumbered to Date \$200,000.00	rptg structure 37900709	ACCOUNT / ALT ACCOUNT 5432000/ 5432000000	activity 68700		PROJECT 379065622200

Grant Conditions and Project Cost Estimate

- 1. This award is approved by the U.S. Fish and Wildlife Service (USFWS). Award conditions include authorization to request reimbursement for pre-award expenses incurred to support engineering, permits, and project management costs incurred by the City of Redondo Beach (City) estimated to be 17 percent of the total base construction cost. Pre-award expenses of \$106,477.12 are authorized to be applied toward the non-federal match requirement of \$53,238.56. Pre-award costs are those incurred prior to the effective date of this award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of award. Approved pre-award costs are portions of the engineering, administration, mobilization, and demobilization as identified in Exhibit B Part 1 pages 14-15.
- Grantee must conform to all conditions specified on the U.S. Army Corps of Engineers Letter of Permission #SPL-2020-00061-LP which is included in this agreement in Exhibit B Part 1.
- 3. The City, at its expense, must complete NEPA, CEQA and California Coastal Commission (if applicable) requirements by May 1, 2023. No reimbursement will occur until CEQA is complete.
- 4. The Division of Boating and Waterways (DBW) and US Fish and Wildlife Service (USFWS) must provide prior written approval for any changes to the project scope or project objective listed in Exhibit B of this agreement.
- 5. Prior written approval is required from DBW and USFWS for budget revisions between engineering and construction costs that exceed, or are expected to exceed, ten percent (10%) of the current total approved budget.
- 6. Per the City's BIG Proposal and this grant agreement, the minimum required match is 43% of the total eligible project costs. This minimum must be maintained at 43% of the BIG total eligible project costs even if the project costs exceed or fall below the proposed total project costs. Eligible project costs are those directly related to servicing recreational vessels of 26-feet or more in length.
- 7. The total project cost is projected to be \$978,684.00 and the BIG eligible project cost is estimated to be \$471,516; this is 50% of the total project cost which accounts for proration of ineligible users. This current cost estimate exceeds the original estimate submitted in the grant application, which was \$352,156.56. The City originally committed to contributing \$152,156.56 (or 43%) in cash match but due to current project cost estimates, the City has confirmed it will contribute all costs in excess of the original estimate. This exceeds the match total identified on the federal application SF-424, incorporated into this agreement as

part of Exhibit B. The City may contribute more than the minimum, but the minimum contribution of 43% remains. The City is free to find alternate grant sources for the difference.

- 8. If the City intends to provide in-kind match, within sixty (60) days from the execution of this agreement submit for DBW approval, a quote of staff, duties, qualifications, pay rate (direct costs and benefits excluding burden or overhead and estimated total hours per person). Submission of signed time sheets, clearly identifying tasks accomplished for the in-kind match shall be submitted quarterly.
- 9. The City will contribute all costs necessary for completion of the project that exceed the awarded grant funding amount of \$200,000.00.

Table 1: Project Cost Estimate and BIG				
CONSTRUCTION COSTS	Project Costs *	Eligible Project Costs (50% proration)	DBW/BIG FUNDING	
Mobilization	\$73,387.00	\$36,693.50	\$0.00	
Floating Docks	\$313,476.00	\$156,738.00	\$100,000.00	
Guide Piles	\$280,430.00	\$140,215.00	\$100,000.00	
Electrical	\$70,391.00	\$35,195.50	\$0.00	
Plumbing	\$28,522.00	\$14,261.00	\$0.00	
Pumpout Unit***	\$35,652.00	\$0.00		
Fire Extinguisher, Dock Boxes, Safety Ladder, Signage	\$5,655.00	\$2,827.50	\$0.00	
Demo & Disposal	\$52,512.00	\$26,256.00	\$0.00	
Construction Subtotal:	\$860,025.00	\$412,186.50	\$200,000.00	
NON-CONSTRUCTION COSTS	NON-CONSTRUCTION COSTS			
Permitting and Biological Surveys	\$12,182.00	\$6,091.00	\$0.00	
Engineering, Permitting, Administration, (pre-award	\$400 477 00			
costs):	\$106,477.00	\$53,238.50		
Non-Construction Subtotal:	\$118,659.00	\$59,329.50	\$0.00	
TOTALS:	\$978,684.00	\$471,516.00	\$200,000.00	
Estimate	ed City Match (\$):	\$271,516.00		
Estimated	City Match (%)**:	58%		

* Current Project Cost Estimate per City

** Minimum City Grant Match Requirement: 43%

*** Pumpout Unit funded under a separate grant

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ARTICLE 1. - DEFINITIONS

- A. ALLOWABLE PROJECT COSTS means those permitting, planning, signage, labor, design, material and construction costs which are necessarily incurred by the Grantee for the purpose of completing the Project and are covered by the Grant as eligible Grant activities; such Project costs shall not include any expenses incurred prior to the Effective Date of this Agreement nor any expenses incurred for ineligible activities unless otherwise noted in the Project Scope and Cost Estimate (Exhibit B). Such Project costs shall not include indirect or overhead charges claimed by the Grantee.
- B. DATE OF ACCEPTANCE means the date specified on the Project Completion
 Certification and which denotes the beginning of the twenty (20) year portion of the grant term in accordance with Article 3 of this exhibit.
- C. DEPARTMENT means the Department of Parks and Recreation, Division of Boating and Waterways (DBW).
- D. EFFECTIVE DATE means either the mutually agreed upon Project start date or the approval date by the Department of General Services (DGS), whichever is later. In cases where DGS approval is not required, this Agreement is of no force or effect until the date of the last signature. No work shall commence until the Effective Date.
- E. GRANT means the funds provided pursuant to U.S. Fish and Wildlife Service, Boating Infrastructure Grant Program, 50 CFR Part 86 Final Rules.
- F. GRANTEE means the person or entity identified as the Grantee on the face page of the Agreement.
- G. PROJECT means the Boating Infrastructure Grant proposal submitted by the Grantee to the Department and attached and made part of the Agreement as Exhibit B.
- H. PROJECT AREA means the area delineated in Exhibit B within which the Project will be undertaken.
- I. PROJECT COMPLETION CERTIFICATION means a fully executed Notice of Completion, or equivalent, which states the Grantee has accepted the Project as complete on a specific date (Date of Acceptance).

ARTICLE 2. - GRANTEE'S WARRANTIES

Grantee warrants that the obligation created by this Agreement will not create an indebtedness or liability contrary to the provisions of Section 18 of Article XVI of the Constitution of the State of California.

ARTICLE 3. - TERM OF AGREEMENT

- A. The term of this Agreement, subject to the provisions for prior termination, shall begin on the Effective Date of the Agreement and shall continue for twenty (20) years from the date that the Project is accepted by the Department.
- B. This Agreement may be extended, amended, or canceled upon written agreement of both the Department and the Grantee.

ARTICLE 4. - GRANT

- A. The Department hereby grants up to two hundred thousand dollars and no cents, (\$200,000.00) to the Grantee for the construction/renovation of boating facilities for recreational boats 26 feet or more in length at City of Redondo Beach Pumpout Dock in compliance with the regulations of the Boating Infrastructure Grant Program (50 CFR Part 86).
- B. The Grant provides for reimbursement for approved expenditures with Federal Funds [FED CATALOGUE 15.622].
- C. This Grant is contingent upon approval of the Project by the State and the U.S. Fish and Wildlife Service. The Grantee shall satisfy all applicable state and federal laws, regulations, and authorities; including but not limited to the following federal authorities 50 CFR Part 86, 2 CFR 200.
- D. The Project work shall be in accordance with the approved Proposal for National Boating and Infrastructure Grant Program, designated as Exhibit B, which is made part of this Agreement.
- E. This Grant is subject to the terms and conditions in Exhibits A, B, and C of this Agreement.

ARTICLE 5. - COMPLIANCE WITH LAW, REGULATION AND POLICY

Grantee shall comply with all applicable laws and regulations of the State of California, U.S. Fish and Wildlife Code of Federal Regulations (2 CFR 200, 50 CFR 86), Equal Opportunity (41 CFR 60-1.4(b)), Copeland "Anti-Kickback" Act (40 U.S.C. 3145), Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" (37 CFR Part 401), Clean Air Act (42 U.S.C. 7401-7671q.), and the Federal Water Pollution Control Act as amended (33 U. S.C. 1251-1387), Debarment and Suspension (Executive Orders 12549 and 12689), Byrd Anti-Lobbying amendment (31 U.S.C. 1352). Updated regulations are available at the U.S. Fish and Wildlife website http://www.fws.gov/grants/resources.html.

ARTICLE 6. - PROJECT COMPLETION DATE

The Grantee shall complete the construction/renovation of the boating infrastructure facility as described in the Project Scope (Exhibit B) and hereinafter referred to as "Project" no later than February 1, 2024.

ARTICLE 7. - LAND CONTROL

- A. The Grantee shall retain ownership or control of all land within the Project area and shall not sell, exchange, transfer, mortgage, hypothecate, lease, assign or sublease in any manner all or any portion of the real property within the Project area, or required in connection therewith, without advance written approval of the Department.
- B. The Grantee warrants that there shall be no encumbrance, lien, easement, license, title, cloud, or other interest, which may interfere with the Project or use thereof by the public. Certification by the Department that the Grantee has satisfied the conditions precedent to disbursement of the Grant shall not affect this warranty.
- C. The Grantee shall ensure that the facilities will continue to serve their intended purposes throughout their useful life. Facilities constructed or improved with Federal Aid funds must continue to serve the purpose for which acquired or constructed by the Grantee.
- D. Failure to comply with the requirements of Sections A, B, or C above shall be a breach of Grant Agreement for which the Department and U.S. Fish and Wildlife Service may require repayment of the Grant.

ARTICLE 8. - DESIGN AND CONSTRUCTION OF PROJECT

- A. All architectural and engineering contracts for plans and specifications shall require that the plans and specifications:
 - Be prepared by persons licensed by the State of California to undertake the type of design work required by the Project (engineer's/architect's certificate number to appear on construction contract design documents),
 - Be prepared in conformance with the most recent version of the Department of Boating and Waterways' *Layout & Design Guidelines for Marina Berthing Facilities,* when applicable,
 - Be submitted to the Department and Grantee in 11" X 17" hardcopy and on CD or DVD in full sized and 11" X 17" PDF format. Specifications shall also be submitted in hardcopy and in PDF format,
 - 4. Become the property of the Grantee,
 - 5. Provide for all Project facilities set forth in Exhibit B and
- B. The Grantee shall obtain from the Department advance written approval for the following:
 - 1. All bid documents prior to advertisement including plans and specifications,
 - 2. All contracts prior to award,
 - 3. All change orders of \$5,000 or more, for any work performed under this Agreement,
 - All changes to Project schedule discussed in Subpart D of this Article, of thirty (30) days or more, and
 - 5. Acceptance of the Project by the Grantee.
- C. All construction contracts for the Project shall:
 - Be awarded in accordance with all applicable laws and regulations, shall comply with Federal requirements 2 CRF identified in section §§200.318 General procurement standards through 200.326 Contract provisions,
 - 2. Contain the following clause: "The Department of Parks and Recreation, Division of Boating and Waterways and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project area for purposes of inspecting the Project area."

- 3. Contain a clause stating that the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including, but not limited to HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship,
- 4. Contain a clause that the construction contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes, which apply to the Project, and any work performed pursuant to the contract,
- 5. Contain a clause that requires the contractors to ensure the structural integrity and safety of the Project,
- 6. Require that the Project be constructed according to the plans and specifications prepared for the Project, and that quality control shall be performed and compliance with specifications shall be verified, by qualified professionals selected by the Grantee or Grantee's representative, and
- Shall contain the requirements of Article 13 Liability and Fire Insurance and Article 17 Liability of this Agreement.
- D. The Grantee shall, within sixty (60) days of approval of this Agreement, provide the
 Department with a Project schedule showing the proposed dates of the following Project
 phases or milestones:
 - 1. Beginning and ending dates of Project design consultant selection by Grantee,
 - 2. Submission of the consultant services agreement to the Department for approval,
 - 3. Beginning and ending of Project design,
 - 4. Submission of plans and specifications to the Department for approval at 30%, 60%, 90%, and 100% completion,
 - 5. Beginning and ending dates of Grantee advertising of Project for bids,
 - 6. Project bid opening date,
 - 7. Submission of the construction Agreement to the Department for approval,

- 8. Beginning and ending dates of Project construction,
- 9. Acceptance of Project by the Grantee, and
- 10. Submission of a Project Completion Certification to the Department.
- E. Prior to the commencement of the construction of the Project, the Grantee shall cause the contractor and a corporate surety acceptable to the Department to furnish in favor of the Grantee and the Department, as their interests may appear, bonds or other security interests as allowed pursuant to PCC 10263 & 22300 in the minimum amounts indicated below and copies shall be furnished to the Department:
 - 1. Faithful performance one hundred percent (100%) of the total contract bid price.
 - 2. Labor and materials one hundred percent (100%) of the total contract bid price.
- F. The Grantee's personnel and construction of the Project shall be under the supervision of qualified inspectors.
- G. Inspection reports and related inspection data shall at all reasonable times be accessible to the Department personnel, and on request copies of such reports and data shall be provided to the Department by the Grantee.
- H. The Grantee shall provide at least quarterly written reporting to the Department as to the progress and status of the Project using the form provided by the Department unless
 Grantee has a form otherwise approved by the Department in writing.

ARTICLE 9. - OPERATION AND MAINTENANCE OF PROJECT

A. The Grantee shall operate the Project and all other improvements placed in the Project area as a recreational transient boating facility. The Project area shall be open to all recreational vessels, including vessels powered by 2-stroke and 4-stroke gasoline engines, at all times except as approved by the Department. Notwithstanding Harbors and Navigation Code Section 660, any non-emergency restrictions related to time-of-day use, speed zones, special-use areas, or pollution control measures in the Project area, which results in closure or partial closure of the waterway to any recreational vessel shall be subject to prior approval by the Department. Failure to obtain prior approval of the Department for such restrictions shall constitute a breach of this Grant Agreement and subject the Grantee to the penalties set forth in Article 19 of this exhibit.

- B. The Grantee shall maintain and repair any and all buildings, structures or other improvements, which are or may, hereafter, be constructed in the Project area, and the Department, shall not be liable for any costs of such maintenance, management, control or operation.
- C. The Grantee shall allow reasonable access to the Project by all recreational vessels for the useful life of the facilities constructed with the Grant funds. The Grantee shall insure that the facilities are accessible to the public. "Accessible to the public" means located where the public can reasonably reach the facility; where boats typical to that facility can easily use it; where only reasonable fees, as defined in Section H of this Article, are charged; and that are open for reasonable periods as determined and approved by the Department. The Grantee shall allow public access to the shore and basic features such as fuel and restrooms in facilities that have them. The Grantee shall provide precise details of the public access to the Department for approval. Any work to construct or renovate tie-up facilities under the Grant must comply with the Americans with Disabilities Act.
- D. All facilities located within the Project area shall be maintained and operated with due regard to public safety and in accordance with all applicable laws, ordinances, and regulations. All contracts relating to the operation of the Project shall include a clause requiring adherence to all applicable state and federal nondiscrimination laws.
- E. The Grantee shall operate and maintain the Project and all improvements funded by this Grant Agreement in a manner that ensures a safe and useable condition of the Project at all times during the time of this Grant Agreement. The Department may make periodic inspections to determine if the facility is being operated and maintained accordingly. Failure to operate and maintain the facility in accordance with this section is a breach of this Grant Agreement and shall preclude the Grantee from receiving any future Grants and may subject the Grantee to other remedies available to the Department as described elsewhere in this Grant Agreement. The Department and its agents may, at any and all reasonable times during the term of this Grant Agreement, enter the Project for purposes of inspecting the Project.

- F. The Grantee that has entered into, or will enter into a concession agreement for operation of the Project shall require that the operation and maintenance of the facility by the concessionaire be continued with in accordance with all conditions of Article 9 of this exhibit, Sections A-H.
- G. All Department signs shall be kept permanently in place.
- H. The Grantee (or any lessee or concessionaire operating under the authority of the Grantee) may charge the users of the facilities provided with the Grant funds a reasonable fee, based on the prevailing rate in the area. The fees charged by the Grantee shall not pose an unreasonable competitive amount on the publicly or privately owned facilities in the area. The Grantee shall obtain written approval from the Department for all fee structures and any proposed future changes to the fee structures. The fees charged for use of the facilities shall be the same for all users.

ARTICLE 10. - DISBURSEMENT OF GRANT

Conditions Precedent - The Department shall have no obligation to disburse money under this Grant unless and until the Grantee demonstrates to the satisfaction of the Department that the Grantee has satisfied all State and Federal grant requirements per Article 4 (C) of this exhibit and the Department has received written verification from the U.S. Fish and Wildlife Service that the Project has been approved.

Conditions Precedent – The Department shall have no obligation to disburse money under this Grant unless and until the Grantee demonstrates to the satisfaction of the Department that the Grantee has title to, or adequate interests in, the real property comprising the Project area, including but not limited to the following:

- 1. Land access to the Project area by a maintained way,
- 2. A right of passage over a waterway, open to the public, between the Project and navigable waters, and
- 3. Easements or other rights of way outside the Project area to provide utilities and services to the Project.

The Department shall provide a Grant to the Grantee up to the maximum amount stated on the face page of the Agreement, however: No funds shall be disbursed for work performed prior to

the Effective Date of this Agreement. The Department shall have no obligation to disburse any of the Grant to cover construction costs unless and until the Grantee demonstrates that it has acquired all permits necessary to construct and operate the Project. Grant disbursements to cover Project Costs shall be made in arrears as follows:

- A. Grantee shall request a Grant disbursement in arrears at least quarterly, but not more frequently than monthly, for any and all reimbursable expenses incurred during that period, using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing. Paid invoices or other evidence of Grantee's payment of Project Costs must accompany Grant disbursement requests. When Grantees' staff completes work, Grantee shall submit signed time sheets showing the time worked on the Project, the date, and the work completed towards the Project during that time. Direct pay amounts, including benefits, for each installer must be provided.
- B. Grant disbursement requests shall be submitted in duplicate hardcopy to the Department. Two complete sets are required. In the event no reimbursable expenses were incurred during a quarter, the Grantee shall report to the Department any progress made on the Project, or explanation of no progress made on the Project, at least quarterly.
- C. Grantee shall request final Grant disbursement no later than thirty (30) days following the Date of Acceptance of the Project by the Grantee.
- D. The Department may withhold any Grant disbursement if the Grantee fails to comply with any of the provisions of this Agreement.
- E. The Department shall retain Grant funds equal to ten percent (10%) of approved Project Costs until the Department has approved the acceptance of the Project.
- F. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States government for the fiscal years covered by the term of construction as limited by the completion date stated in Article 6 of this exhibit. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms or funding of this Grant in any manner. It is mutually agreed the Department has the option to void or cancel the Grant if funds are not available with thirty (30) days advance written notice or to amend the Grant to reflect any reduction in funds.

ARTICLE 11. - COST SHARING OR MATCHING (2 CFR 200.306)

- A. All shared costs, matching funds, and contributions, including cash and third party inkind contributions, shall meet all of the following criteria:
 - 1. Shall be clearly and specifically detailed in writing, and verified by Grantee,
 - 2. Shall not be included as contributions for any other Federal award,
 - Shall be necessary and reasonable for accomplishment of Project or program objectives,
 - 4. Shall be allowable under Section E of this Article,
 - 5. Shall not be paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for that program may be applied to matching or cost sharing requirements of other Federal programs,
 - 6. Shall be provided for in the approved budget when required by the Federal awarding agency, and
 - 7. Shall conform to other provisions of this part, as applicable.
- B. Unrecovered indirect costs, including indirect costs on cost sharing or matching, may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate.
- C. Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved Project or program. Rates for third-party volunteer services must be consistent with those paid for similar work by the non-Federal entity. In those instances in which the required skills are not found in the non-Federal entity, rates must be consistent with those paid for similar work in the labor market in which the non-Federal entity competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, necessary, allocable, and otherwise allowable may be included in the valuation.
- D. When a third-party organization furnishes the services of an employee, these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable and otherwise allowable, and indirect costs at

either the third party organization's approved federally negotiated indirect cost rate or, a rate in accordance with §200.414. Indirect (F & A) costs, paragraph (d), provided these services employ the same skill(s) for which the employee is normally paid. Where donated services are treated as indirect costs, indirect cost rates will separate the value of the donated services so that reimbursement for the donated services will not be made.

- E. Donated property from third parties may include such items as equipment, office supplies, laboratory supplies, or workshop and classroom supplies. Value assessed to donated property included in the cost sharing or matching share must not exceed the fair market value of the property at the time of the donation.
- F. The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.
- G. The value of loaned equipment must not exceed its fair rental value.
 - 1. For third-party in-kind contributions, the fair market value of goods and services must be documented and to the extent feasible supported by the same methods used internally by the non-Federal entity.
 - For Institutes of Higher Education, see also OMB memorandum M-01-06, dated January 5, 2001, Clarification of OMB A-21 Treatment of Voluntary Uncommitted Cost Sharing and Tuition Remission Costs.

ARTICLE 12. - PROJECT REPRESENTATIVES

The Grantee and the Department shall each designate in writing specific staff representatives for the purposes of communication between parties. Grantee's representative shall be confirmed by delegation of authority, signed by the person designated by Resolution to sign the Agreement or any amendments, and to make decisions concerning the Agreement.

ARTICLE 13. - LIABILITY AND FIRE INSURANCE

A. The Grantee shall, at a minimum, maintain in full force and effect during the term of this Agreement the following insurance:

Bodily Injury or Death:

\$1,000,000 each person \$1,000,000 each occurrence

Property and Product Damage	\$1,000,000 each occurrence	
	\$1,000,000 aggregate	
Fire Insurance	90% of the full insurable value of all	
	insurable components of the Project	
lieur en religion a ball constain the following and an one on the		

- B. All policy or policies shall contain the following endorsement: The State of California, its officers, agents, employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of both the Grantee and the Department in respect to the Project, and this policy shall not be cancelled without thirty (30) days prior written notice to the Department.
- C. The Grantee agrees that all contracts between it and the contractor (or contractors) responsible for construction of the Project shall contain a clause which requires the contractor(s) to obtain insurance in the minimum amounts and kinds specified above in Subpart A.
- D. The insurance requirements specified above in Subpart A, may be satisfied to the extent that the Grantee can provide comparable protection for the Grantee and the Department by virtue of the Grantee's participation in any "risk management" plan, self insurance program, insurance pooling arrangement, or any combination of these, provided that the protection plan has been approved by the Department.
- E. The Grantee agrees that all contracts between it and the designer (or designers) responsible for design and preparation of plans and specifications of the Project shall contain a clause requiring said designer(s) to obtain Architect's Professional Liability (errors and omissions) Insurance in the amount of \$1,000,000.
- F. Copies of any policy or policies, including any new or renewal policy, shall be in a form satisfactory to the Department. Copies of such policy or policies shall be submitted to the Department at least twenty (20) days prior to the Effective Date or dates thereof.
- G. Loss under any fire insurance policy shall be payable to the Department for deposit in an appropriate trust fund with the State of California. The proceeds may be paid to the Grantee upon the Grantee's application for the reconstruction of the destroyed facilities.
- H. The Department shall not be responsible for the payment of any premiums or assessments on Grantee's insurance policies.

I. Grantee shall provide proof of insurance to the Department annually and upon written request by the Department.

ARTICLE 14. - INSTALLATION OF OTHER FACILITIES

- A. The Grantee may at its own expense place or cause to be placed within the Project area any structure or structures, or make any alterations or improvements in addition to those set forth herein, and described in Exhibit B, provided that such facilities:
 - 1. Are constructed, maintained and operated for the use, enjoyment, protection and service of the public,
 - 2. Are in compliance with Article 9 of this exhibit,
 - 3. Do not directly or indirectly reduce the service capacities for the boating public called for in Exhibit B, including the sanitary and parking facilities, and
 - 4. Have the prior written approval of the Department. Approvals shall not be unreasonably withheld.
- B. The Department shall not be obligated to make or cause to be made any alterations, improvements or repairs to any facilities within the Project area in addition to the original construction of the Project as provided for herein.

ARTICLE 15. - ASSIGNMENT, SALE OR TRANSFER

- A. No assignment, sale or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by Grantee shall be valid unless and until it is approved in writing by the Department and made subject to such reasonable terms and conditions as the Department may impose.
- B. Grantee shall require, as a condition of assignment, sale or transfer of the property on which the Project is constructed, that the assignee, purchaser of transferee of the property assume, in writing, in such manner as shall be satisfactory to the Department, the obligations of this Agreement. Failure to comply with this provision shall constitute a default and shall be grounds for Department to terminate this Agreement and seek all available legal remedies.

ARTICLE 16. - ADOPTION OF RULES AND REGULATIONS FOR CONCESSION AGREEMENTS

The Grantee agrees that such concession agreements as may be entered into, and such rules and regulations as may be promulgated by it for the use and enjoyment of the Project area and all facilities therein, shall conform to and be consistent with the rules, regulations, and policies promulgated by the Department and generally applicable to the Department small craft launching facilities Grant program; further, such concessions agreements shall have the written approval of the Department prior to award of a concession agreement by the Grantee. Also, such concessions agreements should be entered into only when the Grantee can demonstrate that private sector operation is the best available alternative. Concession agreements of a short-term duration (five years or less) are preferred, with renewal based upon performance reviews by both the local governmental agency and the Department. If a long-term concession agreement is entered into, the Grantee shall include in the concession agreement a capital investment requirement for the concessionaire.

ARTICLE 17. - LIABILITY

- A. The Grantee waives all claims and recourse against the Department including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this Agreement.
- B. The Grantee agrees to indemnify, defend and hold harmless, the Department, 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, entity 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, entity or corporation who may be injured or damaged by Grantee in the performance of this Agreement or by any aspect of the Project during the term of this Agreement.
- C. The Grantee shall indemnify, hold harmless, and defend the Department, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability connected with or arising out of the acquisition, design, construction, operation, maintenance, existence or failure of the Project.

D. If the Department is named as a co-defendant, the Grantee shall notify the Department and represent it unless the Department elects to represent itself. If the Department undertakes its own defense, it shall bear its own litigation costs, expenses, and attorney's fees.

ARTICLE 18. - IMPLEMENTATION OF PROJECT

All contracts for the Project shall be awarded in accordance with all applicable laws and regulations.

ARTICLE 19. - BREACH OF GRANT AGREEMENT

The Department through written notice may require the Grantee to remedy (to Department's satisfaction) any breach of this Agreement within ninety (90) days of the date of such notice. The Department may extend the time permitting remedy of the breach if the Grantee begins such remedy within the said period; however, if the Grantee fails to proceed with or complete any remedial action within the time allowed, then the Department may take one or more of the following steps:

- A. The Department may take any and all reasonable and necessary actions to correct the breach. The Grantee shall be liable for all actual costs, including administrative costs, incurred in the course of correcting the breach.
- B. The Department may require the Grantee to repay the Department for all Project costs funded by the Grant. Grantee shall make such repayment within one-hundred and eighty (180) days of the date that written notice for repayment was sent to Grantee.
 Repayment shall be determined by the Department and the U.S. Fish and Wildlife Service on a prorated unexpired term basis (the remainder of the twenty (20) year term) as determined in Article 3 of this exhibit.
- C. In the event the Grantee has failed to obtain prior approval of the Department for any time-of-day, speed zones, special-use area, or pollution control measure which restricts the Project area, or results in its closure or partial closure, to any form of recreational vessel, the Department may determine the percentage of boaters affected and may require the Grantee to repay the Grant money on a prorated unexpired term basis for that percentage of all Project costs covered by the Grant. The Grantee shall make such repayment within ninety (90) days of which written notice for repayment is made.

Repayment shall be made according to a schedule determined by the Department after consultation with Grantee.

ARTICLE 20. - DISPUTE RESOLUTION

Any dispute arising under the terms of this Agreement, which is not disposed of within a reasonable period of time by the Grantee and Department representatives normally responsible for the administration of this Agreement, shall be brought to the attention of the Deputy Director of the Division of Boating and Waterways or the Deputy Director's designee. At the request of either party, the Department shall provide a forum for the discussion of the disputed matter(s). If agreement cannot be reached, either party may assert its other rights and remedies within this Agreement in a court of competent jurisdiction.

ARTICLE 21. - SIGN REFERRING TO STATE AND FEDERAL FINANCING

The Grantee shall cause a permanent sign to be installed within the Project area, which shall include a statement that the Project was financed by the Department under the Federal Aid in the Wildlife and Sport Fish Restoration Program. The sign may contain additional statements, which recognize the participation of other government agencies in the Project and shall include the Sport Fish Restoration Logo. The sign shall be installed before the Project is made available to the public. The location and make-up of the sign, including the dimensions, materials, language and lettering shall be approved by the Department.

ARTICLE 22. - DIRECTIONAL SIGNS

The Grantee shall at the direction of the Department cause permanent directional signs to be installed so as to provide adequate directions to the public for reaching the Project area. The locations and the make-up of the signs, including the dimensions, materials and lettering, shall be as approved by the Department.

ARTICLE 23. - MEETINGS

Upon the request of DBW, the Grantee shall participate in joint meetings with representatives of DBW to review the Project status. These meetings shall be held at the Grantee's premises or in Sacramento at DBW headquarters at the discretion of the DBW Project Representative.

ARTICLE 24. - WAIVER OF RIGHTS

Any waiver by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a continuing waiver with respect to that default, or to any other default or matter.

ARTICLE 25. - REMEDIES NOT EXCLUSIVE

The use by either the Department or the Grantee of any remedy specified in the Agreement for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE 26. - OPINIONS AND DETERMINATIONS

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review, or determination of either the Department or Grantee, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 27. - SUCCESSORS AND ASSIGNS OBLIGATED

This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties to this Agreement.

ARTICLE 28. - AUDIT

In addition to the audit requirements specified in other sections of this Agreement, Grantee understands and agrees that, as a recipient of Federal Funds, it must comply with all applicable audit requirements imposed by federal law, regulations or policy, including but not limited to the Single Audit Act and the reporting requirements set forth in 2 CFR 200 Subpart F.

ARTICLE 29. - ANTITRUST CLAIMS

The Grantee by signing this Agreement hereby certifies that if these services or goods are obtained by means of competitive bid, the Grantee 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:

- "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, and
- "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Government Code Section 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. Sec. 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 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. (Government Code Section 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. (Government Code Section 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. (Government Code Section 4554)

ARTICLE 30. - PRIOR TERMINATION

The Agreement shall terminate on the date specified in Article 6 of this exhibit if by such date (1) the Grantee has not met all conditions precedent to disbursement under this Agreement by such date, or (2) if the Department has disbursed no part of the Grant funds.

ARTICLE 31. - TERMINATION

A. <u>TERMINATION FOR CONVENIENCE</u>

- The Department may terminate this Agreement at any time for the convenience of the State upon thirty (30) days prior written notice, delivered by certified mail or in person to Grantee. Upon notice of such termination, Grantee shall, within thirty (30) days, return by check payable to the Department all unexpended Grant funds not previously approved for expenditure by the Department.
- 2. Grantee may terminate this Agreement at any time upon thirty (30) days prior written notice, delivered by certified mail or in person to the Department, provided, however, that upon any such termination of the Agreement, Grantee shall, within thirty (30) days of such termination, reimburse by check payable to the Department all funds contributed by the Department to the Project on a prorated basis as determined by the Department.

B. <u>TERMINATION FOR DEFAULT</u>

The Department may at any time upon ninety (90) days prior written notice of default, and, when applicable, after having afforded Grantee an opportunity to cure any breach pursuant to Article 20 of this exhibit, terminate this Agreement if the Grantee has failed to abide by any applicable provision of this Agreement. In such case, Grantee shall, within ninety (90) days of its receipt of a notice of termination, reimburse by check all funds contributed by the Department to the Project.

ARTICLE 32. - WAIVERS

No delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver of that right, power, or privilege, nor shall any written waiver on the part of any party of any right, power or privilege under this Agreement, nor any single or partial exercise of any right, power or privilege under this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement. A written waiver of any breach of any kind shall not be construed as a waiver of any subsequent breach of the same kind.

ARTICLE 33. - WAIVER OF THE STATUTE OF LIMITATIONS

Grantee waives the benefit of any statute of limitations affecting its liability under this Agreement or the enforcement of this Agreement to the extent permitted by law.

ARTICLE 34. – WAIVER OF RIGHTS

Any waiver by either party hereto of its rights with respect to a default of any other matter arising in connection with the Agreement shall not be deemed to be a continuing waiver with respect to that default, or to any other default or matter.

ARTICLE 35. - NOTICES

Notices required between the parties shall be deemed to have been given when mailed to the respective addresses listed in this Agreement, first-class postage fully prepaid thereon, unless otherwise required by law.

ARTICLE 36. - SUPERSEDING GENERAL TERMS AND CONDITIONS

- A. The reference to the Contractor in Exhibit C is the Grantee in this Agreement.
- B. Notwithstanding Section 13 in Exhibit C, payment to Grantee for expenses shall be limited as provided for in Article 11 of this exhibit.
- C. Section 5 in Exhibit C is replaced by Article 17 of this exhibit.

ARTICLE 37. - GRANTEE IDENTIFICATION NUMBER

Each Grantee who enters into an Agreement with the State of California must provide their Federal Employee Identification Number (FEIN), or Social Security Number (SSN), whichever is applicable.

ARTICLE 38. - REPORTABLE PAYMENT IDENTIFICATION AND CLASSIFICATION

Grantee shall comply with State and Federal Reportable Payment Identification and Classification Requirements by fully completing the "Vendor Data Record" Std. 204. By signing this Agreement, Grantee understands and agrees that if Grantee does not fully complete the "Vendor Data Record" the State shall reduce the total Grant amount by twenty-one percent (21%) for federal backup withholding, and seven percent (7%) for state income tax withholding.

ARTICLE 39. - NATIONAL LABOR RELATIONS BOARD CERTIFICATION

By signing this Agreement, the Grantee affirms under penalty of perjury, that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Grantee or any of its contractors within the immediately preceding two year period because of Grantee's failure to comply with an order of a federal court which ordered the Grantee to comply with an order of the National Labor Relations Board. (California Public Contract Code §10296)

ARTICLE 40. - INCORPORATION OF NONDISCRIMINATION CLAUSE

The Grantee shall include the nondiscrimination clause and its compliance provisions into all contracts and subcontracts to perform work under this Agreement.

ARTICLE 41. - NONDISCRIMINATION CLAUSE

- A. During the performance of this Agreement, the Grantee and all of its contractors and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, national origin, physical handicap, disability (including but not limited to HIV and AIDS), cancer related medical condition, age, or marital status. Grantee and all of its contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employees and applicants for employment are free from such discrimination and harassment.
- B. Grantee and all of its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12900, et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated herein by reference, and made a part hereof as if set forth in full. Grantee and all of its contractors and subcontractors shall give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE 42. - OUTSIDE SERVICES (NON-EXCLUSIVITY)

DBW shall, at its sole discretion, have the right to obtain services relating to the subject and objectives of this Agreement outside the terms of this Agreement.

ARTICLE 43. - COMPLIANCE WITH FEDERAL REQUIREMENTS

Grantee shall comply with all applicable Federal laws, regulations, and policies, including those summarized in Part 523, Chapter 1 of the U.S. Fish and Wildlife Service Handbook. These requirements include provisions for nondiscrimination, environmental standards, historic and cultural preservation, and other administrative guidelines, and are incorporated herein by this reference as if fully set forth.

ARTICLE 44. - STATEMENT OF COMPLIANCE

By signing this Agreement, the Grantee certifies under penalty of perjury under the laws of the State of California, unless specifically exempted, that it has complied with California Government Code §12990 and the California Code of Regulations, Title 2, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program.

ARTICLE 45. - BYRD ANTI-LOBBYING AMENDMENT (31.U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000.00 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 U.S.C. 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.

ARTICLE 46. - REVISION OF BUDGET AND PROGRAM PLANS (2 CFR 200.308)

 A. The approved budget for the Federal award summarizes the financial aspects of the Project or program as approved during the Federal Award process. It may include either the Federal and non-Federal share (see §200.43 Federal share) or only the Federal

share, depending upon Federal awarding agency requirements. It must be related to performance for program evaluation purposes whenever appropriate.

- B. Recipients are required to report deviations from budget or Project Scope or objective, and request prior approvals from Federal awarding agencies for budget and program plan revisions, in accordance with this section.
- C. Grantees must request prior written approval from DBW for any of the following deviations of the proposed workplan; as described in attached Exhibit B.
 - 1. Change in the scope or the objective of the Project (even if there is no associated budget revision requiring prior written approval).
 - 2. Change in a key person specified in the application.
 - The disengagement from the Project for more than three months, or a 25 percent (25%) reduction in time devoted to the Project.
 - 4. The transfer of funds budgeted for tasks defined in the workplan budget.
 - 5. Changes in the approved cost-sharing or matching provided by the Grantee.
 - 6. Need arises for additional funds to complete the Project.

ARTICLE 47. - MANDATORY DISCLOSURES

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. Failure to make required disclosures can result in any of the remedies described in §200.338 remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

ARTICLE 48. - ENHANCEMENT OF RECIPIENT AND SUBRECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTION

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in

writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

C. The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

ARTICLE 49. - EQUAL OPPORTUNITY CLAUSE

Federally assisted construction Grants. The applicant (Grantee) hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a Grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such Grant, contract, loan, insurance, or guarantee, the following equal opportunity clauses:

- 1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, 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. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Granting officer setting forth the provisions of this nondiscrimination clause.
- 2. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- The Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Granting officer, advising

the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Granting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6. In the event of the Grantee's non-compliance with the nondiscrimination clauses of this Grant or with any of such rules, regulations, or orders, this Grant may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government Grants in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7. The Grantee will include the provisions of paragraphs (1) through (7) in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. The Grantee will take such action with respect to any contract, subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the Grantee becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

- A. The applicant (Grantee) further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant (Grantee) so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Grant.
- B. The applicant (Grantee) agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency (Department) in the discharge of the agency's primary responsibility for securing compliance.
- C. The applicant (Grantee) further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction grants or contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Grantees and contractors by the administering agency or the Secretary of Labor pursuant to Part II, Section D of the Executive order. In addition, the applicant (Grantee) agrees that if it fails or refuses to comply with these undertakings, the administering agency (Department) may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant (Grantee) under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant (Grantee); and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each of Grantee's nonexempt prime contractors or subcontractors shall include the equal opportunity clause in each of its nonexempt subcontracts.

- A. Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- B. Other Incorporation. The equal opportunity clause shall be considered to be a part of every one of Grantee's contracts and subcontracts and all such contracts and subcontracts shall be deemed to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
- Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.



State of California – Natural Resources Agency DEPARTMENT OF PARKS AND RECREATION

DIVISION OF BOATING AND WATERWAYS (DBW) BOATING FACILITIES DEVELOPMENT AND FINANCING PROGRAMS

APPLICATION COVER SHEET FOR BOAT INFRASTRUCTURE GRANT TIER I & TIER II

This form plus additional application requirements must be completed and received by DBW no later than **JULY 31**, **2020**. A fillable version of this form can be obtained from the DBW website at <u>http://dbw.parks.ca.gov/BIG</u>.

For DBW Use Only: Assigned to:					
1. DATE SUBMITTED: July 31, 2020	2. RECEIVED BY DBW:	APPLICATION NUMBER:			
APPLIC	ANT INFORMATION				
3. LEGAL NAME OF APPLICANT:	4. TYPE OF APPLICANT:				
City of Redondo Beach	XCity	County			
Public Works Department	Special District	_Federal Government			
Engineering Services Division	Other Public Agency (specify):				
5. MAILING ADDRESS OF APPLICANT:	6. CONTACT INFORMATION:				
415 Diamond St	415 Diamond St Name: Geraldine Trivedi				
Redondo Beach, CA 90277	Title: Civil Engineer				
	Address (if different):				
	Telephone: 310-372-1171 E-mail: geraldine.trivedi@reondo.org				
	ROJECT INFORMATION				
7. NAME OF PROJECT: Redondo Beach Public	Sewer Pump Out Dock Replacen	nent			
8. PROJECT LOCATION AND BODY OF WATER PR	OUECT IS LOCATED ON: (Attach a site	man)			
 PROJECT LOCATION AND BODY OF WATER PROJECT IS LOCATED ON: (Attach a site map) King Harbor, Redondo Beach, CA 					
9. GRANT AMOUNT REQUESTED:					
BIG Tier I - \$200,000					
APPLICANT ACKNOWLEDGEMENT AND SIGNATURE					
APPLICANT ACKNO	WLEDGEMENT AND SIGNATURE	APPLICANT ACKNOWLEDGEMENT AND SIGNATURE			

Under penalty of perjury, I hereby certify that I am an authorized representative of the Applicant, and that I have been authorized by the Applicant by resolution to execute this Application for DBW funding.

AUTHORIZED SIGNATURE:	PRINT NAME AND TITLE:	DATE:		
Je Husse -	City Manager	07/21/2020		
DIVISION OF BOATING AND WATERWAYS				

Project Summary

1. Project Summary

The City of Redondo Beach (City) operates and maintains King Harbor, located in Los Angeles County. The harbor is a major destination for tourism, sport fishing, and recreational boating in the southern California area. It also offers several amenities for boaters including two public sewage pump out stations. One of the stations is on a dedicated dock and the other is located directly adjacent on a shared dock within the City Harbor Patrol facilities. Both facilities are approaching the end of their useful life. Due to extensive damage there is concern that the deficiencies identified could result in operational use limitations, pose a risk to safety, and increase ongoing maintenance cost. This project will extend the useful life of the facilities for an additional 30-plus years.

The existing public pump out facility is located in the King Harbor main entrance channel on the outside of a concrete sheet pile breakwater and consists of a concrete floating dock system (400 SF), supported by two (2) round concrete guide piles approximately eighteen (18) inches in diameter, which provides mooring for one (1) vessel up-to 45-feet in length. The second existing pump out, is located just on the inside of the breakwater within the Harbor Patrol facility, which can also accommodate one (1) vessel up-to 45-feet in length. It is proposed to move all pump out operations to a new facility in the same location as the existing dock on the outside of the breakwater in the main entrance channel.

The new pump out dock will allow for use of multiple transient recreational vessels at one time, as well as increase the allowable vessel size up-to 100-feet in length. According to information provided by the City Harbor Patrol, it is not uncommon for both of the existing pump out stations to be in use at the same time and to have other vessels circling in a queue waiting to use the pump out facilities. The City would like to alleviate issues with boaters potentially dumping waste into the harbor, which has also commonly occurred in the past. In addition, it is often that one pump out is taken offline due to maintenance or malfunction and the ability to have two pump outs adds redundancy to the system. Thus, it is necessary to provide two new pump out stanchions at the new facility.

The new dock will be wider to create a more stable walking surface. The proposed facility is located in the main channel of the marina and is affected by the wake of other vessels. Engineering studies have shown that a wider and longer dock is needed to provide a facility that is desirable by transient recreational vessels. Providing a 100-ft long berth allows multiple vessels simultaneously. The 100-ft berth is required to provide safety for larger vessels to tie up when using a pump out, especially during stormy conditions. The dock will also have potable water fixtures for use by recreational boaters and maintenance personnel. The proposed facility consists of a concrete floating dock system (1,200 SF), supported by five (5) new round concrete guide piles approximately twenty-four (24) inches in diameter and will be designed in accordance with the latest edition of the California Building Code.

To-date, multiple stakeholder meetings have taken place between M&N, City Staff, City Harbor Patrol Department (Harbor Patrol), and the public to understand operational needs and provide input on conceptual layouts for proposed floating dock replacement. Key input from these stakeholder meetings for future improvements include accommodating larger transient recreational vessels (up-to 100ft in length) and separating the public sewage pump out operations from Harbor Patrol operations for public safety and security. The City and M&N have also developed concept plans and applied for regulatory permits from the applicable agencies. Final design began in the 2nd quarter of 2020 and once the final design is completed and all permits are approved, the City will seek bids for construction. Construction is anticipated to start around the 3rd quarter of 2021 and to be completed by 2nd quarter of 2022.

Project Statement

1. Need

Redondo Beach is a city located in the South Bay portion of Los Angeles County, California. The population was estimated at roughly 66,750 people at the 2010 census. The City is home to one of the five major harbors, King Harbor, in Los Angeles County. The others are Marina del Rey, the Port of Los Angeles, Port of Long Beach/Shoreline, and the Port of Long Beach/Los Alamitos. King Harbor is owned and operated by the City and provides numerous recreational and leisure activities, as well as commercial, residential, retail, and youth education lease holders.

The City is a major tourist destination in the southern California area with multiple waterfront tourist attractions including the Seaside Lagoon, a 4 acres saltwater lagoon designed for families. The Redondo Beach Pier and Fisherman's Wharf is another notable landmark featuring over 50 dining, entertainment, and retail establishments. These locations also host several special events throughout the year including farmers markets, summer concerts, and festivals. The harbor is also a major destination for sportfishing and whale watching with multiple commercial charter vessels departing daily. Youth education is offered through the Sea Lab facilities for teachings on marine biological resources.

The harbor is also home to over 1,400 vessel berths for both permanent and public transient dock usage, which includes 25 moorings dedicated specifically for transient recreational vessels between 26 and 60 feet in length. The harbor draws visitors from a wide area and can accommodate visiting boaters staying between one and seven days. Based on the number of available transient boater slips available and yearly visits from transient boaters to King Harbor, it is estimated that approximately 2,500 transient recreational boaters visit the harbor each year. The City wants to capitalize on its unique location and existing tourism industry to drive further public engagement with the waterfront.

Investment in infrastructure to support the recreational boater usage of the harbor is greatly needed. The existing two sewer pump outs with one stanchion each are currently the only public accessible pump out facilities in the harbor. Both pump out docks are in need of structural repairs and are not sufficiently long to accommodate larger vessels. The nearest facility that offers sewer pump out facilities is in Marina del Rey, which is more than 10 miles from the King Harbor. Providing boaters with a new pump out facility will support the City's objective to support and grow the number or recreational boaters visiting the harbor. In addition, this will promote the better water quality within the harbor and align with the City's goal of making improvements that lead to more environmentally sustainable solutions.

2. Purpose

The proposed project consists of replacement of two existing pump out stanchions and associated floating docks that serve King Harbor in the City of Redondo Beach. The first existing pump out stanchion is located on a dedicated 50 ft long dock in the main entrance channel on

EXHIBIT B PART 1

GRANT AGREEMENT C8966470

the outside edge of an existing concrete sheet pile breakwater, directly adjacent to the City Harbor Patrol facility. The second existing pump out stanchion is located on a 45 ft finger that is part of the City Harbor Patrol dock facilities, just inside the existing breakwater. The existing sewer pump out docks are approaching the end of their useful service life. The exact age of docks is not known, however, based on historical photos and the age of adjacent docks, it is estimated that they were constructed in the later 1970's to early 1980's. The existing floating docks are deteriorating and in need of replacement. Additionally, one of the piles supporting the pump out that is joined with the harbor patrol facility has failed (April 2020) and the dock is not currently in service.

Due the dock's condition, there is concern that the deficiencies identified could result in operational use limitations, pose a risk to safety, and increase ongoing maintenance cost. At the recommendation of City Staff, these facilities have been recommended for demolition and replacement. Additionally, since the existing sewer pump out facilities were first designed and constructed, building codes have undergone substantial change. Preliminary calculations of the various load parameters needed for design of the new facilities per the current building code (California Building Code (CBC), 2019) have shown an increase in demand, and therefore a need for higher structural capacity of the structural support system. Increasing the size and number floating dock guide piles will allow us to increase the capacity to meet current requirements.

The purpose of this project is to provide a new sewer pump out dock dedicated to public use for transient recreational boaters. The new pump out dock will be expanded to allow operations from multiple transient recreational vessels at one time, as well as increase the allowable vessel size up-to 100-feet in length. The dock will also be wider to create a more stable walking surface and include new pump out equipment. In addition, separating the public sewage pump out operations from Harbor Patrol operations will increase public safety and security. The new facility will encourage local boating and utilization of the City's waterfront resources.

3. Objectives

The following items will be constructed and rehabilitated with the grant funding:

- The new pump out facility will have the service capacity of the two existing facilities, with the added benefit of increase in the allowable vessel size up-to 100-feet in length.
- The new pump out facility will have potable water service for use by transient recreational boaters and maintenance personnel.
- The existing concrete floating dock will be removed and demolished. New concrete floating docks will be installed. The new floating docks will provide an expanded footprint (approximately 1,200 sq. ft. total) necessary to provide a stable platform and sufficient room to the size and quantity of transient recreational vessels that use this facility.

GRANT AGREEMENT C8966470

• Five new 24-inch diameter concrete floating dock guide piles will be installed for the new pump out facility. The existing pump out docks are supported by two piles each.

Construct facility by 1st quarter 2022, with an assumed start of construction in the 3rd quarter of 2021. The construction duration is estimated to be 8 months.

4. Results and Benefits Expected

The new public sewer pump out dock will be located in the main channel of King Harbor within protected waters and readily visible and accessible for the boating community. Water, electric, and sewer utilities will be connected to the municipal system and all wastewater will be discharged to the local sewer system. Potable water will be provided from the City's municipal potable water system.

There are currently two pump out stations on the existing docks. The intent is to maintain the same level of service for vessel pump out within the harbor and to increase accessibility. The City has had issues in the past with one pump out being out of service for until maintenance can be completed, so the ability to have redundancy greatly improves serviceability. According to Harbor Patrol personnel, most boaters prefer to use the pump out dock that is located in the same location as the proposed replacement. It is believed that this is because this location is more visible to the boating public and the typical prevailing wind conditions make it easier to dock there. For novice boaters in particular, it is easier to dock at this location. Additionally, according to information provided by the City Harbor Department, it is not uncommon for both of the existing pump out stations to be in use at the same time and to have other vessels in a queue waiting to use the pump out facilities. By expanding the pump out services at the preferred location, more boaters would be likely to use this facility. The City wants to maximize the number of transient recreational vessels using proper waste disposal practices and avoid having to turn away vessels due to insufficient capacity.

Community members have expressed concerns over condition of the existing floating docks which host the sewer pumps. The existing docks are unstable due to their narrow width and location outside the Harbor Patrol breakwater in the main channel of the marina. Prior engineering analysis have been conducted to develop the proposed 12-foot dock width. Given the location of the dock within the main entrance channel of the harbor, it is subject to more significant wake and wave action. The wider dock provides better stability in such an environment. In addition, a series of public outreach meetings have taken place that were put together by the City. Public input helped to arrive at the proposed dock size, this helped address specific public concerns related to stability of the existing dock which is only 8-ft wide. In addition, providing a 100-ft long berth allows multiple vessels to pump out simultaneously. There are many berths for transient recreational vessels (50+ feet) in the marina, so it is possible that multiples of these vessels will want to utilize the pump out at the same time. The 100-foot berth is also required to provide safety for larger vessels to tie up when using pump out, especially during stormy conditions. Even though only accessing the dock for short periods of

time, in adverse weather conditions it can be risky if not given the ability to practice proper mooring techniques. The proposed floating dock with new piles will address this concern by providing a more modern structure that meets current building codes in a readily accessible area.

5. Approach

5.1 Engineering and Permitting

The City has identified Moffatt & Nichol (M&N) to act on their behalf to provide preliminary engineering, permitting, final design engineering, and construction support services for the sewer pump out dock replacement. Services completed to date include development of conceptual alternatives, a marine biological resources assessment, preparation of CEQA documents, and preparation of regulatory permit applications. The biological survey did not identify any significant biological resources and as such procurement of a Department of Fish and Wildlife permit is not necessary. The CEQA application was prepared as a Type II/ Type III Categorical Exemption. Additional permit applications submitted include a Coastal Development Permit, Water Quality Control Board Section 401 Certification, and US Army Corps of Engineers Permit. Moffatt & Nichol presented concept plans for the improvements at three City Harbor Commission meetings to gather public comments and City input. The commission provided "Approval in Concept" for the conceptual plan as well as a Conditional Use Permit and Commission Design Review approval in March of 2020. Additional information on CEQA environmental review and current status of permit applications is provided in the Environmental Compliance and Permit Requirements portion of this application.

The City and M&N are working to obtain final permit application approvals and are currently proceeding with final engineering design. Geotechnical studies are being conducted to determine the design requirements for existing piles to support the new floating dock and appropriate installation methods. Structural analysis will then be completed to design and detail the floating dock system, including the number of new piles needed. All design will be completed to comply with the latest edition of the California Building Code. Additional considerations will be given for adaptation for future sea level rise. Final design plans will include the necessary structural, electrical, and utility details needed to facilitate construction.

5.2 Sewer Pump Out Dock Construction

The preliminary design for the sewer pump out calls for a 100-foot long by 12-foot wide floating dock. The dock segments will be precast concrete cells and shall be joined be timber walers and steel through rods. The dock will be supported laterally by five, 24-inch diameter precast concrete guide piles at equal spacing. The City recently completed surveys and characterization of the harbor soils in support of routine maintenance dredging. The mudline depths at the project site vary between -13 feet and -25 ft MLLW. Dredging projects are planned for other

EXHIBIT B PART 1

locations in the harbor to ensure the safe navigation of vessels, but no dredging is anticipated as part of this project.

This project will be delivered in coordination with the City's Harbor Patrol dock replacement project. As mentioned previously, the new sewer pump out dock will consolidate the existing sewer pump out dock with the stand alone pump out stanchion on the Harbor Patrol dock into a single facility. To ensure that there is at a least one pump out stanchion throughout construction, a phased construction approach will be utilized such that the new sewer pump out dock would be completed prior to the demolition of the stanchion on the Harbor Patrol dock. All utilities required for future improvements are currently installed and available at the landside portion of the site, and only new connections to the new floating dock facilities are needed. These include potable water, electrical, and sewer lines.

Once the final plans and permits have been approved, the City will seek bids for the construction of the project. The selected contractor will be responsible for the procurement of all building materials and sewage pump out equipment. M&N will also act on the City's behalf to provide construction support services. The docks will be inspected prior to opening to the public. Signage with the Sport Fish Restoration logo and credit to the BIG Program will be placed in a prominent location along with other boater instructional signage.

5.3 Facility Management

It is understood that as the recipient of grant funding through Cal Boating, the City of Redondo Beach is required to operate and maintain the facility for the amortization period of the grant (assumed to be 20 years). The existing facilities are currently maintained by City staff at regular intervals. The City employs a full-time maintenance and operations staff that are familiar with the existing sewer pump out facilities and the requirements for yearly maintenance that expect to remain relatively unchanged with the proposed facility improvements. In addition, Minor, Moderate, and Severe modifications are built into the yearly budget for operations and maintenance of these facilities in accordance with a 20-year maintenance service life.

5.4 Timeline

Period of Performance: July 1, 2020 - March 30, 2022

July 2020 – April 2021: Final Engineering and permitting May – June 2021: Bid solicitation and selection of contractors July 2021 – March 2022: Construction of sewer pump out dock

5.5 Key Personnel

CA State Parks Representative	Owner's Representative	Owner's Engineer
(CA BIG Coordinator)	(City of Redondo Beach)	(Moffatt & Nichol)
Deborah Holmes –	Geraldine Trivedi – Project	Jerry Holcomb – Project
Grant Coordinator	Manager	Manager

Division of Boating and	Engineering Services Division	Waterfront Destinations
Waterways		Group
One Capital Mall, Suite 500 Sacramento, CA 95814	415 Diamond St., Door 2 Redondo Beach, CA 90277	4225 E. Conant St. Long Beach, CA 90808
(916) 327-1822	(310) 318-0661	(562) 426-9551
deborah.holmes@parks.ca.gov	Geraldine.Trivedi@redondo.org	jholcomb@moffattnichol.com

6. Relationship with Other Grants

The City also intends to apply for a grant from the state for Clean Vessel Act funds to pay for sewer pump equipment and installation to serve the harbor. No other grants funding programs are anticipated to be applied for relevant to this project.

7. Single Audit Reporting Statement

The City of Redondo Beach was required to submit the most recent Single Audit Report and Comprehensive Annual Financial Report for fiscal year 2018-2019 to the Federal Audit Clearinghouse and the California State Controller's Office. It is available on the Federal Audit Clearinghouse Single Audit Database website under the City's EIN 952662063 or upon request. There were no audit findings reported for the fiscal year.

8. Conflict of Interest Disclosure

The City of Redondo Beach, at the time of this application, is not aware of any actual or potential conflicts of interest that may arise during the life of this award which may affect the City, its employees, or its subrecipients. Should an actual or potential conflict of interest arise during the period of performance, the City will notify the WSFR Regional Office.

9. Overlap or Duplication of Effort Statement

There are no overlaps or duplication between this application and any of our other Federal applications or funded projects in regard to activities, costs, or time commitment of key personnel. All non-Federal and Federal grant requests described in the Budget Narrative are supplemental to this Federal funding request.

Project Timetable

1. Project Timetable and Schedule

Below is an overall project schedule showing timeline of project activities. Projected dates are included for engineering, permitting, bid solicitation, construction contract, construction, and the proposed project completion date. Additional information regarding permitting requirements and deliverables is provided in the permits section.

									Month	ţ									
		Ñ	2020							2	2021						5	2022	-
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Budget Narrative

1. CA Tier 1: Redondo Beach Sewer Pump Out Dock Replacement

1.1 Budget Narrative

Total Requested Federal Share:	\$200,000 (57%)
Total Non-Federal Share:	<u>\$152,156.56 (43%)</u>
Total BIG Project Cost:	\$352,156.56

All funds awarded to the California Department of Parks, Division of Boating and Waterways will be sub-awarded to the City of Redondo Beach. The following budget was provided for the project:

ltem Number	Total Project Cost	Description	Total Eligible BIG Cost
1	\$96,477.12	Engineering and Permit Support (Prorated at 50%)	\$48,238.56
2	\$10,000.00	Project Oversight and Project Administration (Prorated at 50%)	\$5,000.00
3	\$137,171.00	Mobilization/Demobilization (Prorated at 50%)	\$68,585.50
4	\$28,250.00	Demolition and Construction Waste Management (Prorated at 50%)	\$14,125.00
5	\$15,975.00	Construction Best Management Practices	\$7,987.50
6	\$244,940.00	Dock Materials and Construction (Prorated at 50%)	\$122,470.00
7	\$28,500.00	Sewer Pump Out Stanchions (Not included in BIG Funding; Applied for as part of CVA Grant)	\$0.00
8	\$39,000.00	Electrical Installation & Service Connections (Prorated at 50%)	\$19,500
9	\$11,425.00	Water Installation & Service Connections (Prorated at 50%)	\$5,712.50
10	\$16,525.00	Sewer Installation & Service Connections (Prorated at 50%)	\$8,262.50
11	\$160.00	Signage (Prorated at 50%)	\$80.00
12	\$104,390.00	Construction Contingency (20% of Total Construction Cost (Items 3-11)	\$52,195.00
	\$732,813.12	TOTAL	\$352,156.56

Pre-award Costs

Engineering, permit support, and project management service costs incurred by the City of Redondo Beach prior to award of grant are estimated to be approximately 17% of the total BASE construction cost (10% Engineering, 5% Permit Support, and 2% Project Management). Total BASE construction cost includes Item 3 through Item 12, or \$626,336.00. Therefore, total cost incurred prior to award is (\$626,336.00 x 17% = \pm \$106,477.12). For the BIG Tier I grant, it is requested that this pre-award costs be counted towards the City's minimum required match in the amount of \$53,238.56 (Item 1 and Item 2) of the total Federal share (Prorated at 50%).

Construction Allowances

The total project cost in the table above includes allowances for construction observation, construction site best management practices (BMP's), and a contingency. Construction site best management practices include water pollution control BMP's such as containment boom, erosion control measures, and a biological survey at the start of construction. Previous biological survey investigations have been conducted, which did not identify any sensitive biological habitats within the project area. Consequently, biological monitoring during construction is not anticipated.

A contingency of 20% is also included in the cost estimates which is appropriate for the current level of design and field investigations. Costs for each line item reflect an assumed cost escalation of 2% over 1 year.

Match and Partner Contributions

The required minimum cost share (25%) will be contributed as cash from local funds. A grant application for Clean Vessel Act funds is also being prepared to assist with the cost of the sewer pump out equipment. However, required matching funds from the CVA grant program are considered separate from the BIG matching funds and are excluded from this application. In addition, concurrent with the pump out dock replacement, the existing Harbor Patrol facility floating docks will be replaced. Funds for the concurrent Harbor Patrol project are excluded from this summary and will be paid through local City funding.

Funding Source	Total Project Contribution	Total Eligible BIG Contribution
BIG Grant	\$200,000.00	\$200,000.00
(Federal Funds)	(± 28% total project)	(± 57% of BIG Eligible project)
Pre-award Expense	\$106,477.12	\$53,238.56
(City Funds) (Item 1 + Item 2)		
City Cash for Remaining	\$426,336.00	\$98,918.00
Project Costs (City Funds)		
Total City Match (Pre-award	\$532,813.12	\$152,156.56
Expense + City Cash)	(± 72% total project)	(± 43% of BIG Eligible project)
TOTAL	\$732,813.12	\$352,156.56



Cost Proration

The replacement sewer pump out dock is intended to be open to the general boating community, are free to use, and are available to the public 24 hours per day. The majority of users are recreational vessels and transient recreational vessels over 26 feet long with a small number of commercial vessels using the pump out dock infrequently. Transient recreational vessels 26 feet or more in length are a combination of overnight stays and day boaters. The harbor is home to over 1,400 vessel berths for both permanent and public transient dock usage, which includes 25 moorings dedicated specifically for transient recreational vessels between 26 and 60 feet in length.

Dedicated Transient Vessel Moorings (Total 25 Existing Moorings)

Transient vessels moorings are limited to a maximum of 7 days per vessel over a 30-day period. Due to increase in maintenance costs and budgetary expenditures, the City is looking into potential savings for budgetary needs and is looking at removing some moorings. However, transient recreational boaters are still accessing the 25 available moorings in significant numbers. The City recorded approximately 700 total mooring reservations for 2019. So, it estimated that the removal of these moorings would not change the demand from these users. Additional overnight berthing space for transient recreational vessels is provided at the King Harbor and Redondo Beach yacht clubs located in the marina. The exact number of transient recreational vessels 26 feet or greater that each of these facilities host in a given year is not known, but it is conservatively estimated at 100.

Day Boat Users (From other harbors that do not use transient moorings for overnight) According to Harbor Patrol personnel, it is common for boaters from adjacent marinas to visit Redondo Beach on the weekends. Temporary berthing space for 5 transient recreational vessels 26 feet or greater is provided at the docks in Basin 3 adjacent to the launch hoist. These spaces are typically completely full on weekends, which translates to 104 days per year, or 520 transient recreational vessels. Transient recreational boaters that cannot obtain one of these berths typically anchor in place in the harbor, which is allowed for short non-overnight stays. According to Harbor Patrol staff, the number of boaters staying in the marina using this method typically far exceeds the number of boats on the moorings. Consequently, the annual number of these transient recreational boaters 26 feet or greater in length temporarily anchoring in the harbor and/or utilizing available transient berths in basin 3 is estimated at 1,300 per year.

Day Boat Users (From Boat Launch Hoist)

Transient recreational boaters also launch their boats within the harbor using the marina boat hoist located in Basin 3 of King Harbor. According to records provided by the hoist operator a total of approximately 1,500 vessels were launched in 2019. According to Harbor Patrol staff, it

is estimated approximately 500 of these vessels are transient recreational vessels 26 feet or greater.

There is some variability in usage depending on the season, but the harbor personnel estimate an average between 12 to 15 users of the pump out dock each day or approximately 100 each week. Assuming a 52-week year, this would translate to approximately 5,200 users per year. It is estimated that 2,500 transient recreational vessels 26 feet or longer visit King Harbor each year. Based on previously discussed estimates this includes 700 transient over-night mooring users, 1,300 transient day boat users, and 500 transient boat launch hoist users each year. It is estimated that each vessel utilizes the public pump out at least once during their stay, and often times vessels will utilize pump out facilities more than once in a 7-day period. Consequently, transient recreational vessels 26 feet or greater represent half of the sewer pump out usage and BIG costs are prorated by 50%.

The marina is also home to non-transient boaters and live-aboard vessels. Additional pump out services are available for these vessels such as mobile pump out services provided by Honey Bucket. As a result, non-transient and live aboard vessels do not necessarily need to utilize the public pump out on a regular basis.

Program Income

Program income will not be generated, as the City of Redondo Beach does not charge fees for use of the public pump out dock.

Equipment

No pump out equipment will be purchased through this BIG award.

Useful Life

Docks – 30-plus years

The docks will be constructed with modern materials (concrete floating docks) and designed to comply with modern building codes. Specifications provided from the engineers and contractors for that project estimated a useful life of 30-plus years based on experience with projects of a similar size and scope.

Indirect Cost Statement

We are a CA city agency that will charge all costs directly.

Environmental Compliance/Permits

1. Environmental Compliance

The City has determined in accordance with Chapter 3, Title 10, Section 10-3.301 (a) of the Redondo Beach Municipal Code, the project is Categorically Exempt from the preparation of environmental review documents pursuant to the CEQA Guidelines. CEQA Guidelines Section 15302 for Class 2 Replacement or Reconstruction exempts projects that entail the "replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced." Section 15303 for Class 3 New Construction or Conversion of Small Structures exempts projects that entail the "construction and location of limited numbers of new, small facilities or structures." Examples of these exemptions include structures not involving the use of significant amounts of hazardous substances not exceeding 2,500 square feet in floor area and replacement or reconstruction of capacity. Therefore, the proposed project is exempt from environmental review as documented in the City's Exemption Declaration Letter.

2. Permit Requirements

Permit requirements and status are documented in the attached matrix.

Permit Requirements 07/22/2020

Rebondo Beach Public Sewer Pump Out Dock Replacement

Agency	Permit/Approval Type	Reason Why Permits are/not Required	Permit Application Requirements	Application Status	Application
FEDERAL					Processing Time
US Army Carps of Engineers (USACE)	f Section 10 Standard Individual Permitsion .E) Letter of Permission	Section 10 applies to construction of structures in navigable Waters of the U.S. USACE permit processing will likely involve informal consultation with USFWS, NMFS, USEPA and State Historic Preservation Office.	Complete application with preliminary drawinge in Corps format. Detailed description of all water-side work. Will require RWOCB and CCC approval prior to final Corps permit issuance. A marine biological resources assessment is required for the permit process.	Biological surveys and report have been completed. The Section 10 permit application has been developed and submitted to the USACE. The USACE has issued the notification to agencies.	~0.5 - 1 year (May vary depending upon impacts)
US Coast Guard (USCG)	Local Notice to Mariners	Local Notice to Mariners into can be found on http://www.usog.mi/d11/dp/dpw/LNINSubmission.htm	LWM needs to be submitted to the USCG at least 14 days prior to construction activity (up to 6 months prior) and include. 6 months prior) and include. 1-type of operation, including LatLong & geographical position, -1- -Loration of operation, including latt and completion dates. 1-brankin of operation, including latt and completion dates. 1-brankin of non-predimenting att at an completion dates. 1-brankin of non-predimenting latt and completion dates. 2-brankin of contact and 24 hour phone number.	The LNM has not been developed, the project is still in the conceptual design phase. This will be required prior to start of construction.	14 days
STATE					
California Coastal Commission (CCC)	Coastal Development Permit (CDP)	California Coastal Act of 1976 requires CDP application for construction of structures in waters surrounding the coastline of California.	Complete application with preliminary drawings in CCC formet. Detailed description of all water-side work. Will require RWOCB and USACE concurrent with permit issuance. Also, requires "local approval" from local government agency having jurisdiction prior to approval. A marine biological resources assessment is required for the permit process.	Biological surveys and report have been completed. The CDP application has been developed and CCC staff is reviewing the permit application.	~9 months - 1 year
State Lands Commission (SLC)	N/A	Redondo Harbor tidelands jurisdiction has been delegated to the City of Redondo Beach. Therefore no approval heressary by SLC.		NA NA	N I I
REGIONAL					MIN
Regional Water Quality Control Board (RWQCB)	401 Water Quality Certification	Regional Water Quality Control Board (RWOCB). A Section 401 Water Quality Certification will be required in support of the USACE Section 10 permit, i.e. for work in waters of the U.S.	Complete application form in RWOCB formet, including project description, impacts analysis, Includents minimization, alterinatives, proposed compensationy mitigation where applicable and CECpA and information is required.	The RWOCB application has been developed and has been submitted to the RWOCB for review.	~6-8 months
LOCAL					
City of Redondo Beach, Planning Dept and Harbor Commission	Approval of CEQA Document	The City is the lead agency for the CEOA document and has determined that the project fails under a Categorical Exemption (CE). The CEOA CE document has been approved by the Harbor Commission.	Complete project description and conceptual drawings showing proposed project information is required.	The CEQA review has been completed and the Notice of Exemption filed with the County Clerk and the State Clearinghouse on March 10, 2020.	~3 months
City of Redondo Beach, Planning Dept and Harbor Commission	Harbor Commission Design Review Application	Generally the City requires participation in their preliminary review process which would involve an appointment to review the connect plans, the applications and the approval process. The Harbor Commission meets the second Movied of every month Approval by the Harbor Commission would then be followed by approval by the Coastal Commission. Thereafter, the applicant would be in a position to apply for a building permit.	Completion of application form and approval by Harbor Commission during a regular public meeting.	The Harbor Commission provided design review approval during their March 2020 meeting.	2-4 weeks
City of Redondo Beach, Planning Dept and Harbor Commission	Harbor Commission Approval in Concept	Generally the City requires participation in their preliminary review process which would involve an appointment to review the concept plans, the applications and the approval process. The habor Commission meets the second volved y approval by the Habor Commission would then be followed by approval by the Castal Commission. Thereafter, the applicant would be in a position to apply for a building permit.	Completion of application form and approval by Harbor Commission during a regular public . meeting.	The Harbor Commission provided approval in conept during their March 2020 meeting.	2-4 weeks
City of Redondo Beach, Planning and Building Dept	Building Permit	Perrnit required for work within City property. The building perrnit would need to be reviewed and approved by the Pranning, Building, Engineering and Fire Departments.	Submittal of Building Permit application.	Not yet submitted, pending preparation of design documents.	4-6 weeks
Notes/Assumptions:	15:				

Organizational Chart

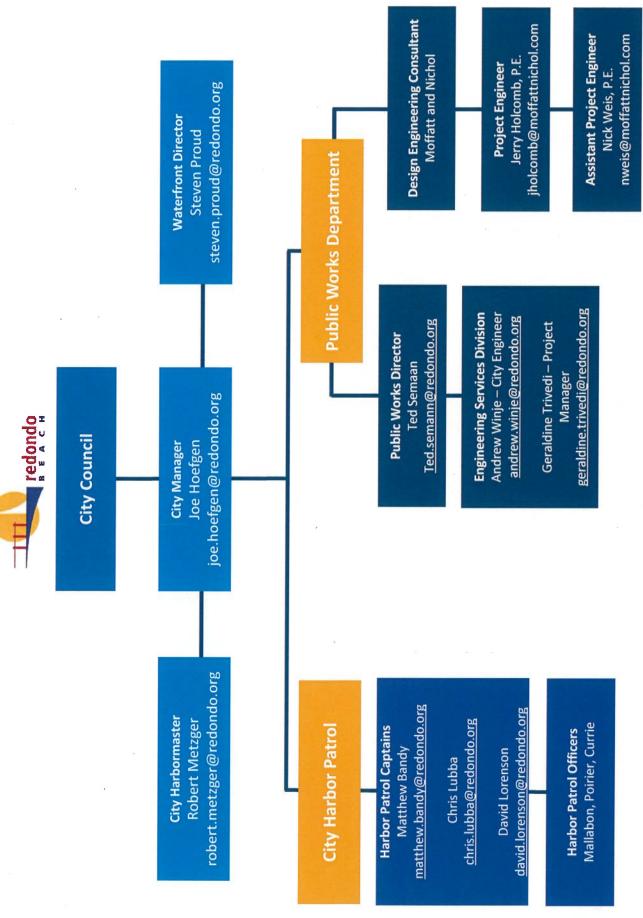


EXHIBIT B PART 1

GRANT AGREEMENT C8966470

Response to Ranking Criteria

1. Will the proposed boating infrastructure meet a need for more or improved facilities?

Yes, the project will provide an improved public sewer pump out dock that is more convenient and safer to use. There are currently two public pump out stations located in the harbor, one of which is shared with the harbor patrol facility. The existing sewer pump out docks are approaching the end of their service life and do not meet the functional needs of many boaters. The pile supporting the pump out dock that is joint with the Harbor Patrol facility has recently failed and the dock is not currently in service (Refer to Figures 1 and 2 below). Significant rehabilitation and/or replacement of these existing facilities is required to maintain public access for recreational boating activities. The existing pump out docks are 50 feet in length and can accommodate one vessel at a time each. The proposed replacement pump out dock will be 100 feet in length and have two pump out stations. Consequently, it will be able to serve two smaller vessels at one time or one larger vessel up to 100 feet in length.





Figure 1: Existing Public Pump Out Dock, Looking East

Figure 2: Existing Shared Public Pump Out/Harbor Patrol Dock, Looking North

The next closest pump out facility is over 10 miles away, so providing these improvements would be a great benefit to the local boating community. Since the existing sewer pump out facilities were first designed and constructed, building codes have undergone substantial change. Preliminary calculations of the various load parameters needed for design of the new facilities per the current building code (California Building Code (CBC), 2019) have shown an increase in demand, and therefore a need for higher structural capacity of the structural support system. Increasing the size and number floating dock guide piles will allow us to increase the capacity to meet current requirements.

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EXHIBIT B PART 1

GRANT AGREEMENT C8966470

2. Will eligible users receive benefits from the proposed boating infrastructure that justify the cost of the project?

The total project cost is estimated at \$732,813.12 of which \$352,156.56 was determined to be eligible for BIG funding contribution. A significant portion of the project cost is providing new and larger piles to support the proposed dock. Additionally, vessel sizes have increased over the years, and building codes have developed more stringent requirements. Some allowance for sea level rise is also an important consideration as the higher sea level results in a longer guide pile design length. As a result, the proposed floating dock and pile structural system is more robust than the current condition and is a major component of the project cost.

Total benefits for each year are determined by multiplying the estimated number of pump outs by the cost of using alternate pump out services. There is some variability in usage depending on the season, but the harbor personnel estimate an average between 12 to 15 users of the pump out dock each day or approximately 100 each week. Assuming a 52-week year, this would translate to approximately 5,200 users per year. The cost of using alternate pump out services is estimated at \$100 per use, based on the distance to alternate pump out locations (Marina del Rey Harbor). Over a 20-year period, this corresponds to approximately \$10.4M. Discounting this total back to a present value using Equation 1 below, assuming a 5% interest rate, results in an estimated total project benefit of approximately \$3.6M. In the equation PV is the present value, FV is the future value, r is the interest rate, and n is the period in years.

$$PV = FV \ \frac{1}{(1+r)^n}$$

Equation 1: Present Value Equation

In addition to the benefits above, traveling to the next nearest pump out facilities in Marina del Rey Harbor would not be feasible during certain weather conditions. Given the travel distance and typical weather conditions in winter storm months, it is estimated that vessels in King Harbor would not have access to public pump out services for a period of 4-6 weeks in a year if they were required to travel to the next nearest pump out facilities in Marina del Rey Harbor.

3. Will the proposed boating infrastructure accommodate boater access to significant destinations and services that support transient boater travel?

Redondo Beach is a city located in the South Bay portion of Los Angeles County, California. The population was estimated at roughly 66,750 people at the 2010 census. The City is home to one of the five major harbors, King Harbor, in Los Angeles County. The others are Marina del Rey, the Port of Los Angeles, Port of Long Beach/Shoreline, and the Port of Long Beach/Los Alamitos. King Harbor is owned and operated by the City and provides numerous recreational and leisure activities, as well as commercial, residential, retail, and youth education lease holders.



EXHIBIT B PART 1

GRANT AGREEMENT C8966470

The City is a major tourist destination in the southern California area with multiple waterfront tourist attractions including the Seaside Lagoon, a 4 acres saltwater lagoon designed for families. The Redondo Beach Pier and Fisherman's Wharf is another notable landmark featuring over 50 dining, entertainment, and retail establishments. These locations also host several special events throughout the year including farmers markets, summer concerts, and festivals. The harbor is also a major destination for sportfishing and whale watching with multiple commercial charter vessels departing daily. Youth education is offered through the Sea Lab facilities for teachings on marine biological resources.

The harbor is also home to over 1,400 recreational vessel berths for both permanent and public transient dock usage, which includes 25 moorings dedicated specifically for transient recreational vessels between 26 and 60 feet in length. The harbor draws visitors from a wide area and can accommodate visiting boaters staying between one and seven days. Based on the number of available transient boater slips available and yearly visits from transient boaters to King Harbor, it is estimated that approximately 2,500 transient recreational boaters visit the harbor each year. The City wants to capitalize on its unique location and existing tourism industry to drive further public engagement with the waterfront.

The degree of safety at the facility will be a high priority. The proposed replacement dock is adjacent to the City Harbor Patrol and Fire Department emergency services. Additionally, it will only be accessible from the water, such that only boaters will have access to it.

4. Will the proposed project include private, local, or State funds greater than the required minimum match?

Yes, based on the projected project cost and the maximum BIG Tier 1 funding amount, the City will be required to supply funds in excess of the minimum match. Based on the current estimates, it is estimated that the City will provide approximately 72% of the total project cost which corresponds to 43% of the eligible BIG project cost as described in the Budget Summary.

5. Will the proposed project include contributions by private or public partners that contribute to the project objectives?

No financial contributions are proposed by outside public or private partners. However, several public agencies are stakeholders in the project including the City of Redondo Beach, Los Angeles County Lifeguards, and California Department of Fish and Wildlife. Each of these entities utilize the adjacent Harbor Patrol facilities and will be affected by the changes to usage.

6. Will the proposed project include physical components, technology, or techniques that improve eligible user access?

One of the obstacles presented to marina operators is interaction of marine life with their facilities. Redondo Beach has experienced challenges with sea lions sunbathing on docks which can result in structural damage in older docks and lead to negative interactions between



humans and wildlife. The City has taken steps to reduce these cases in recent years. In 2015, a rolling railing system was installed at the sewer pump out station connected to the Harbor Patrol docks to make it more difficult for sea lions to access the dock. The City also installed a floating dock specifically for sea lions and seals to reduce their presence elsewhere in the harbor. The rolling railing system has been noted to be very effective by Harbor Patrol staff, and greatly improved the usability of the dock. The proposed project would adopt similar deterrent measures to ensure that boaters have an easier experience accessing the pump out facilities and do not need to compete with marine life for dock space.

In addition, the older outdated pump out machines will be replaced with newer state-of-the art equipment. This equipment is more efficient which will lead to reduced usage of electricity and water, promoting sustainability goals of the City.

7. Will the proposed project include innovate physical components, technology, or techniques that improve the BIG-funded project?

The proposed dock will use the best available construction materials to ensure the longevity of the floating dock system and minimize maintenance cost. The proposed section is precast concrete with a polystyrene foam core. Timber walers and steel tie rods will be used to connect the precast floats. The concrete system is stronger and more durable than other materials, which is anticipated to improve the performance of the system over its service life.

The replacement floating dock system will also be designed for updated design codes which consider more extreme environmental conditions and larger vessels.

8. Has the facility where the project is located demonstrated a commitment to environmental compliance, sustainability and stewardship and has an agency or organization officially recognized the facility for its commitment?

The City of Redondo Beach is committed to environmental stewardship and preserving its natural resources, particularly, its beaches and harbors. The City falls under the County of Los Angeles MS4 Municipal NPDES Permit. A component of this is the Santa Monica Bay Beaches Bacteria Total Maximum Daily Load (TDML) criteria, which seeks to limit the amount of biological material discharged into the ocean waters each day. To comply with the permit requirements, the City administers its own stormwater program. Activities include public outreach, staff training on BMP's, construction site inspections, and illicit discharge investigations. The City also distributes pamphlets to its residents informing them of their programs and best practices for ways to minimize their pollution footprint.

The City has also completed several capital improvements programs related to environmental quality. One of the most notable was upgrades to the Redondo Beach pier in 2003-2005 to reduce runoff to the surrounding beaches. The project included replacement of the pier sewer lines, a fish cleaning station, covered trash enclosures that prevented bird access, and a 36" storm drain

GRANT AGREEMENT C8966470

diversion to a pollution removal system. As a result of its efforts, the City has greatly improved its water quality over the years. In the most recent annual beach report card prepared by the Heal the Bay organization, the City achieved a water quality grade of B or better for all seasons.

Location/Drawings/Maps/Photographs

1. Project Location and Access

The Redondo Beach marina lies on the Southern California coast, located approximately 25 miles south of the city of Los Angeles, 125 miles north of the city of San Diego, and 60 and 70 miles west of the inland population centers of Riverside and San Bernardino. Figure 1 shows the regional vicinity map, with a more precise location shown in Figure 2.

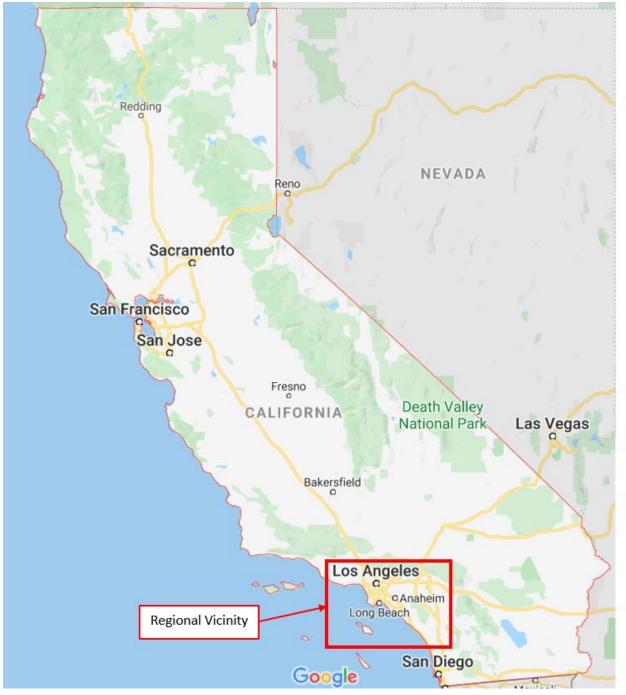


Figure 1: Project Location (Google)

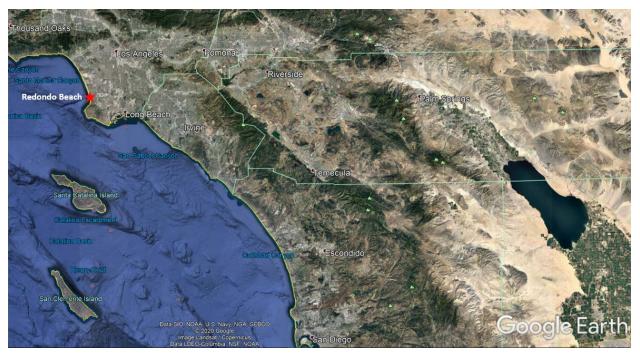


Figure 2: Project Vicinity (Google Earth)

The marina facilities may be accessed by land from either the north or south via the Pacific Coast Highway. Visitors from inland centers may reach the marina via SR-91, which connects with the San Diego Freeway (I-405) via SR-55, SR-261, or SR-133, providing a connection to the Pacific Coast Highway and the Redondo Beach Harbor. The existing public sewer pump out is located at 280 Marina Way, Redondo Beach, CA 90277 (33°50'48.5"N 118°23'55.5"W). The floating dock facilities described in this report are located along the waterfront on the western side of Mole B, adjacent to the Harbor Patrol docks. Because the sewer pump out dock is located within the Redondo Beach Harbor, it is in close proximity to all marina boating facilities and amenities.

2. Existing Facilities and Amenities

The Redondo Beach harbor has a total of approximately 1,400 slips for vessels of various sizes including 25 dedicated guest moorings for boats transiting the coastline. Additional harbor facilities include a City operated boat hoist (for boats up to 30 feet long), a fishing pier, a marine fuel dock, two yacht clubs, commercial sports fishing (and whale-watching) operations, a youth and adult sailing school, a sheltered swim beach/waterpark known as Seaside Lagoon, and a public pier featuring dining, shopping, and entertainment amenities. These features are shown in Figure 3. Figure 4 shows a close-up aerial image of the Harbor Patrol dock and sewer pump out



docks. Figure 5 shows a plan view schematic of the existing facilities with dimensions. Photos of existing facilities and attractions are shown in Figures 6-9.

Figure 3: Redondo Beach Harbor Facilities (Google Earth)



Figure 4: Project Location (Google Earth)

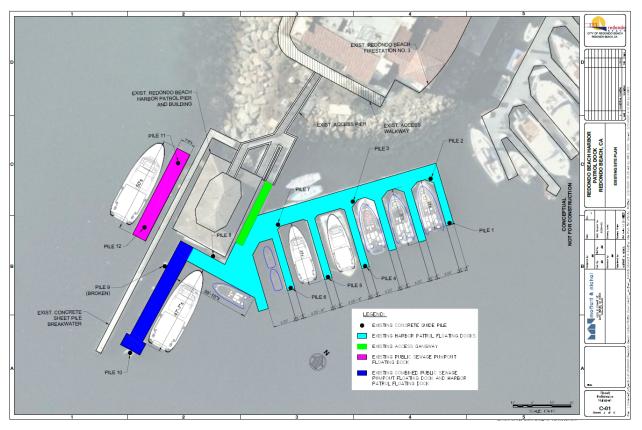


Figure 5: Existing Public Pump Out Facilities (M&N)



Figure 6: Existing Public Pump Out Dock



Figure 7: Existing Shared Harbor Patrol and Public Pump Out Dock

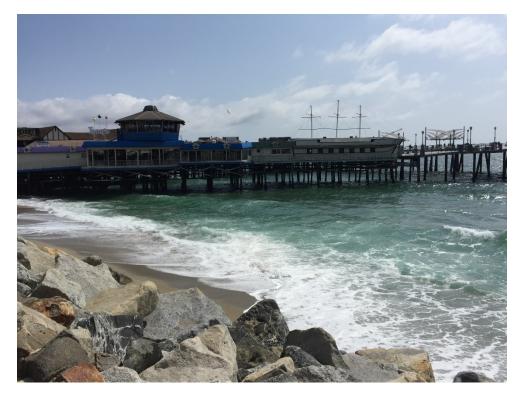


Figure 8: Redondo Beach Municipal Pier



Figure 9: Redondo Beach Sportfishing Pier

3. Proposed Project Improvements

The following items will be constructed and rehabilitated with the grant funding:

- The new pump out facility will have the service capacity of the two existing facilities, with the added benefit of increase in the allowable vessel size up-to 100-feet in length.
- The existing concrete floating dock will be removed and demolished. New concrete floating docks will be installed. The new floating docks will provide an expanded footprint (approximately 1,200 sq. ft. total).
- Five new 24-inch diameter concrete floating dock guide piles will be installed for the new pump out facility. The existing pump out docks are supported by two piles each.

The completed project will be accessible by boat in the harbor. No connection to the land is available in the current or the proposed public pump out dock. A general layout of the proposed replacement sewer pump out facilities are provided in Figure 10.

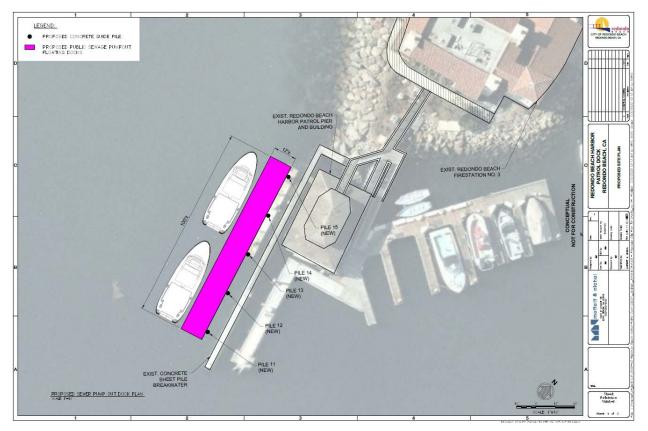


Figure 10: Proposed Project Improvements (M&N)

4. Site Bathymetry

Water levels and elevations for the project are referenced to the Mean Lower Low Water (MLLW) datum for the 1983-2001 tidal epoch. The tides at King Harbor are classified as mixed semidiurnal (two unequal highs and lows per day) and are measured from the local Port of Los Angles tide gage. Daily tidal fluctuations have a typical range of about 6 feet between Mean Lower Low Water (MLLW) and Mean Higher High Water (MHHW). Maximum annual high and low Spring tides can increase overall tidal fluctuations to over 11 feet with high tides around +8 (ft, MLLW) and low tides around -3 (ft, MLLW).

A topographical map of the existing pump out dock and harbor patrol facilities with bathymetry data for water depths is shown in Figure 11. Based on the figure, the minimum depth at the existing/proposed dock is approximately 13.5 feet, which is sufficiently deep to support the types of recreational vessels proposed to be supported by this facility.

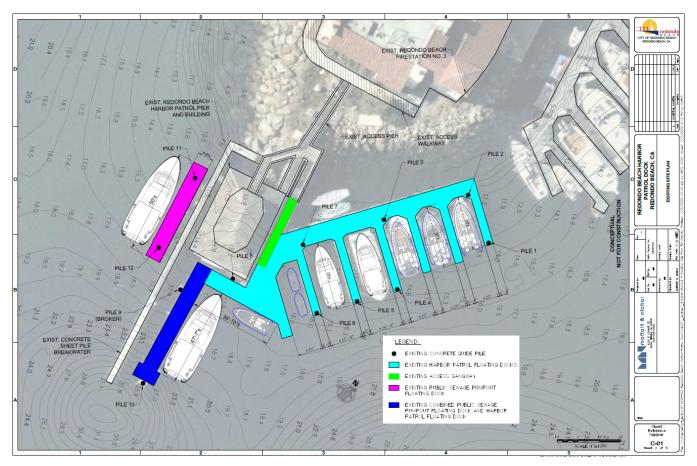
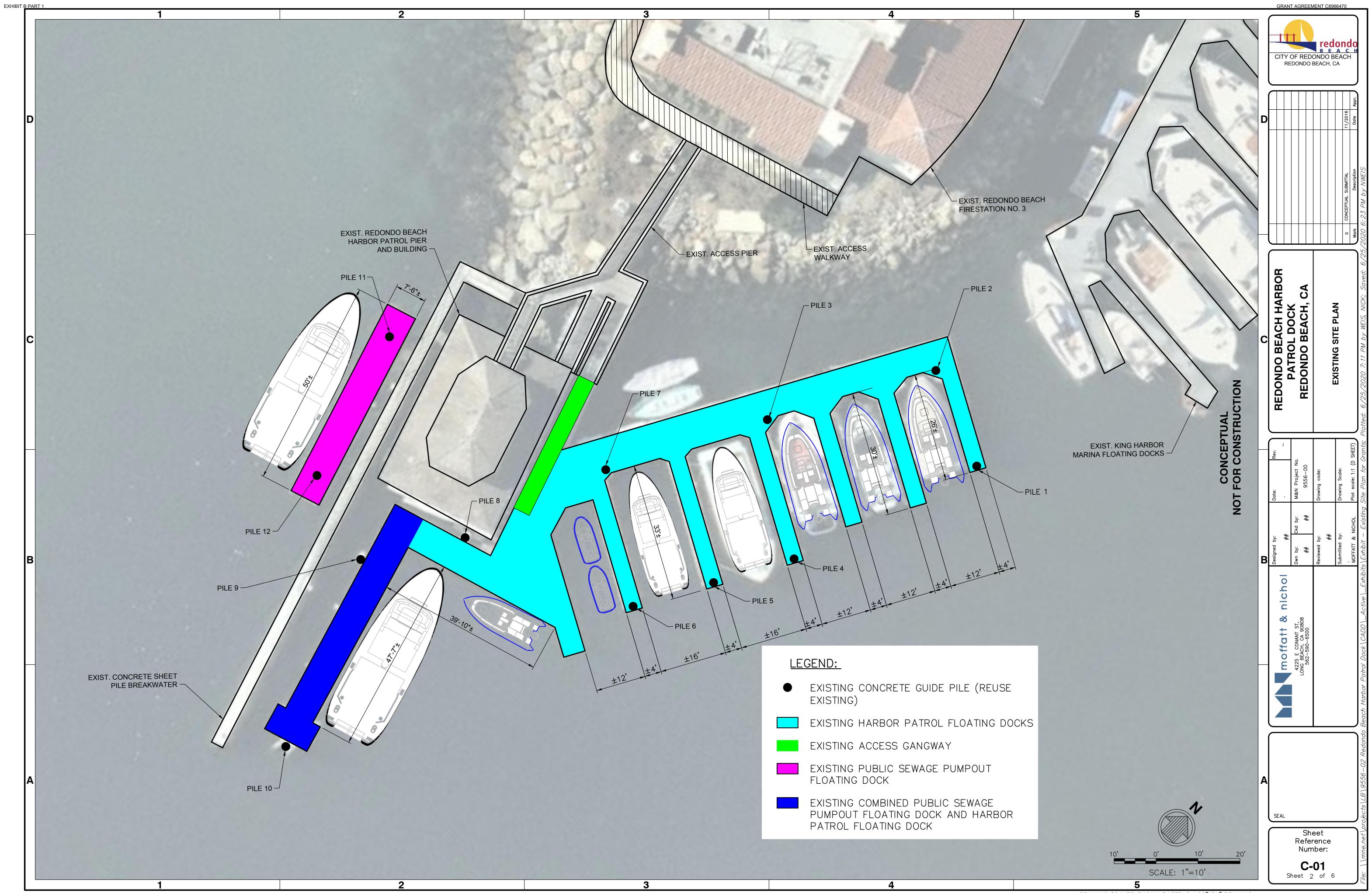
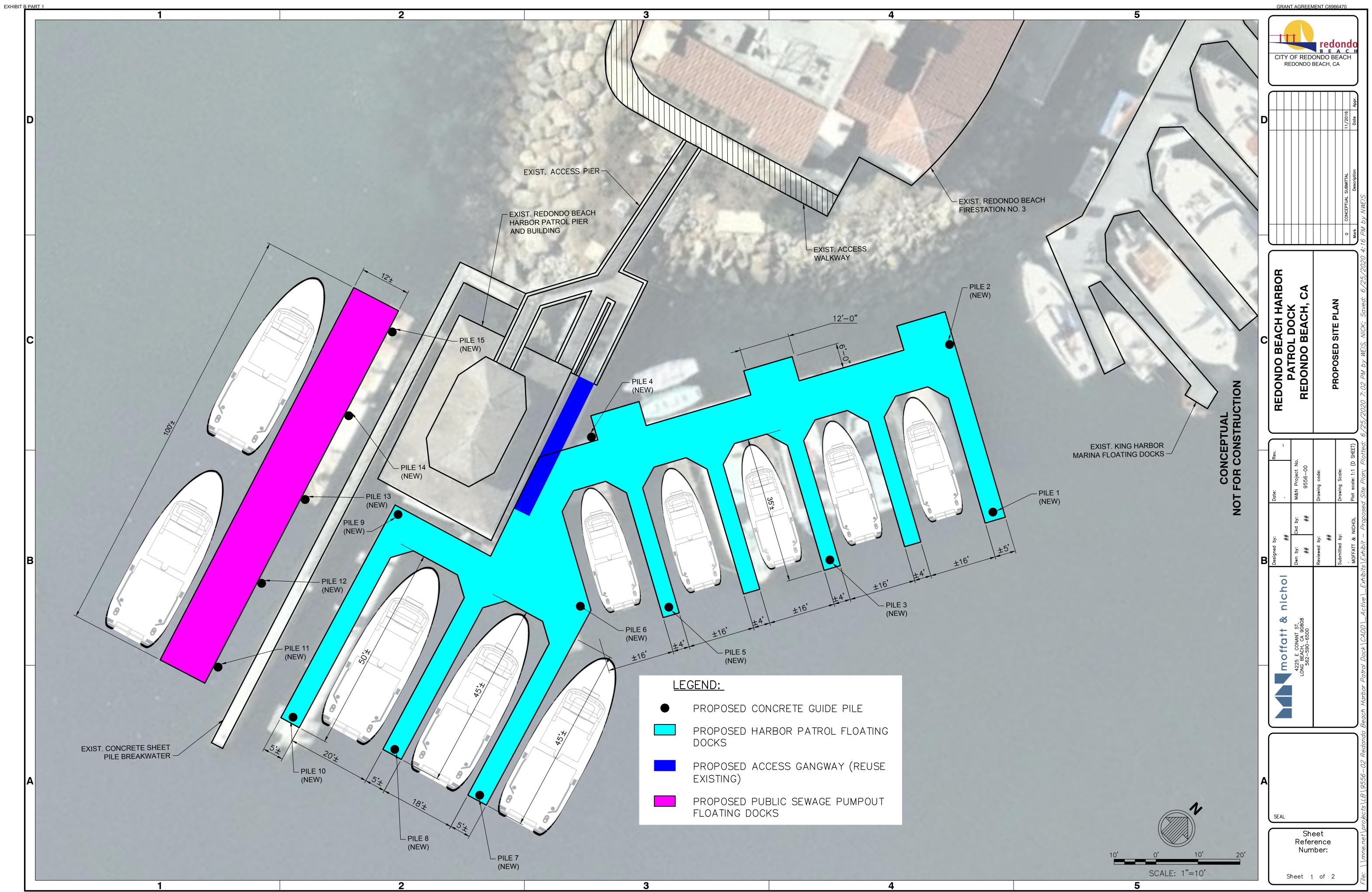


Figure 11: Existing Site Topography/Bathymetry Data (M&N)



DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



DEPARTMENT OF THE ARMY U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT 915 WILSHIRE BOULEVARD, SUITE 930 LOS ANGELES, CA 90017-3401

July 21, 2020

SUBJECT: Provisional Letter of Permission

Geraldine Trivedi City of Redondo Beach 415 Diamond St. Redondo Beach, California 90277

Dear Ms. Trivedi:

I am responding to your request SPL-2020-00061-LP for a Department of Army permit for your proposed project, Redondo Beach Harbor Patrol & Public Sewage Pump-out Docks Improvements. The proposed project is located in King Harbor, within the City of Redondo Beach, Los Angeles County, California, at approximately Latitude/Longitude: 33.846808, - 118.398628 degrees.

Enclosed is a "Provisional Letter of Permission" (provisional LOP) issued pursuant to Section 10 of the Rivers and Harbors Act of 1899. This provisional LOP is NOT VALID and does not constitute authorization for you to do work. The provisional LOP describes the work that will be authorized, including general and special conditions which will be placed on your final Department of Army (DA) permit, should you receive a Section 401 water quality certification/waiver from the California Regional Water Quality Control Board (RWQCB) and Coastal Zone Management (CZM) consistency concurrence from the California Coastal Commission (CCC). No work is to be performed until you have received a validated copy of the DA permit.

By Federal law, no DA permit can be issued until a Section 401 water quality certification has been issued or waived by the RWQCB. This requirement can be satisfied by obtaining 401 certification/waiver or providing evidence that 60 days have passed since you submitted a valid application to the RWQCB for certification. Furthermore, by Federal law, no DA permit can be issued until the state has concurred with a permit applicant's CZM consistency certification. This requirement can be satisfied by obtaining CZM consistency concurrence, or providing evidence that six months have passed since you applied to the CCC for concurrence. Be aware that any conditions placed on your 401 certification and/or CZM consistency concurrence will become conditions on your DA permit, unless the U.S. Army Corps of Engineers (Corps) deems these conditions to be either unreasonable or unenforceable.

WHEN YOU RECEIVE SECTION 401 WQC/WAIVER AND CZM CONSISTENCY CONCURRENCE, THE FOLLOWING STEPS NEED TO BE COMPLETED:

1. You must sign and date both copies of the provisional LOP indicating that he/she agrees to comply with all conditions stated in the permit.

2. You must include your name and title (if any) and it must be typed or printed below the signature.

3. You must return both signed copies of the provisional LOP to the Corps by email.

4. You must send the Section 401 WQC/waiver and CZM consistency concurrence to the Corps with the signed copies of the provisional LOP.

Should the Section 401 WQC/waiver and CZM consistency concurrence contain conditions which might result in a modification to the provisional LOP, by signing and dating both copies of the provisional permit and returning it to the Corps (along with the permit fee and Section 401 WQC/waiver and CZM concurrence), I will assume the applicant agrees to comply with all Section 401 and CZM conditions which are added to the final DA permit.

Also, should the RWQCB deny the required Section 401 WQC and/or CCC deny the required CZM consistency concurrence, the DA permit is considered denied without prejudice. If you subsequently obtain Section 401 WQC and/or CZM concurrence, you should contact me to determine how to proceed with your permit application.

Thank you for participating in the Regulatory Program. If you have any questions, please contact Lia Protopapadakis at (213) 452-3372 or via e-mail at Lia.Protopapadakis@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,

Theresa Stevens, Ph.D. Senior Project Manager North Coast Branch Regulatory Division

Enclosures



DEPARTMENT OF THE ARMY U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT 915 WILSHIRE BOULEVARD, SUITE 930 LOS ANGELES, CA 90017-3401

July 21, 2020

SUBJECT: Letter of Permission

Geraldine Trivedi City of Redondo Beach 415 Diamond St. Redondo Beach, California 90277

Dear Ms. Trivedi:

I am responding to your request SPL-2020-00061-LP for a Department of Army permit for your proposed project, Redondo Beach Harbor Patrol & Public Sewage Pump-out Docks Improvements. The proposed project is located in King Harbor within the City of Redondo Beach, Los Angeles County, California, at approximately Latitude 33.846808°, Longitude -118.398628°.

Under the provisions of Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403), you are hereby authorized to conduct the work described below in King Harbor within the city of Redondo Beach, Los Angeles County, California, as shown on the enclosed drawings.

Specifically, and as shown on the attached drawings, you are authorized to:

- 1. Remove 3,200 square feet of existing, timber, floating docks and 12 existing concrete guide piles.
- 2. Install 4,800 square feet of new, concrete floating docks and 15 new concrete guide piles.
- 3. Operate a floating barge with crane rig in an approximately 0.78-acre area encompassing the new dock footprint during construction.
- 4. Temporarily stage equipment and materials in approximately 0.3 acres of uplands at one (1) of two (2), pre-identified locations.

You must sign and date all copies of this Letter of Permission (LOP) indicating you agree to the work as described and will comply with all conditions. A signed copy of this Letter of Permission must be returned to the Corps of Engineers by email or regular mail. In addition, please notify this office as to the dates of commencement (within 10 calendar days prior to the start of construction) and completion of the activity (within 10 calendar days following the end of construction) using the enclosed forms.

Furthermore, you are hereby advised that the Corps of Engineers has established an Administrative Appeal Process which is fully described in 33 CFR part 331. The complete appeal process is diagrammed in the enclosed Appendix B.

Thank you for participating in our regulatory program. If you have any questions, please contact Lia Protopapadakis at (213) 452-3372 or via email at Lia.Protopapadakis@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,

Theresa Stevens, Ph.D. Senior Project Manager North Coast Branch Regulatory Division

Enclosures

PERMITTEE

DATE

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this LOP will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

TRANSFEREE

DATE

Enclosure(s)

PERMIT CONDITIONS

General Conditions:

1. The time limit for completing the authorized activity ends on July 21, 2022. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

6. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

7. If a conditioned coastal zone management act consistency determination has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

Furthermore, you must comply with the following non-discretionary Special Conditions:

Special Conditions:

1. FINAL CONSTRUCTION PLANS: Thirty (30) days prior to initiating construction in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division final construction plans, including the selected staging area. All plans shall be in compliance with the Final Map and Drawing Standards for the South Pacific Division Regulatory Program

dated February 10, 2016

(http://www.spd.usace.army.mil/Missions/Regulatory/PublicNoticesandReferences/tabid/103 90/Article/651327/updated-map-and-drawing-standards.aspx). All plan sheets shall be signed, dated, and submitted on paper no larger than 11x 17 inches. No work in waters of the U.S. is authorized until the Permittee receives, in writing (by email), Corps Regulatory Division approval of the final construction plans. The Permittee shall ensure that the project is built in accordance with the Corps-approved plans.

2. EELGRASS SURVEYS: Prior to construction, a pre-project eelgrass survey should be conducted in accordance with the California Eelgrass Mitigation Policy (CEMP) (http://www.westcoast.fisheries.noaa.gov/publications/habitat/california_eelgrass_mitigation/ Final CEMP October 2014/cemp_oct_2014_final.pdf). The results of the survey must be submitted to the Corps at least 15 calendar days prior to the scheduled start date for work in waters of the United States. If the pre-project survey demonstrates eelgrass presence within 25 feet of the project footprint, the Permittee shall conduct two years of post-construction eelgrass monitoring surveys per the mapping guidelines in NOAA Fisheries' California Eelgrass Mitigation Policy (Policy)

(http://www.westcoast.fisheries.noaa.gov/publications/habitat/california_eelgrass_mitigation/ Final CEMP October 2014/cemp_oct_2014_final.pdf). All required post-construction monitoring surveys shall be submitted by the Permittee to the Corps and NOAA Fisheries within 30 calendar days of each survey completion date. Based upon the post-construction monitoring survey results and in accordance with the Policy, the Corps will determine the need and/or amount of Essential Fish Habitat (EFH) mitigation required to offset adverse impacts to such habitat. The Corps will transmit its determination to the Permittee in writing. Within 60 calendar days of receiving the Corps' determination specifying the need and amount of mitigation, the Permittee shall submit a draft EFH mitigation plan to the Corps for review and approval. The EFH mitigation plan shall be prepared in accordance with the Policy and the Corps' South Pacific Division Regional Compensatory Mitigation Guidelines and Monitoring Requirements, dated January 12, 2015. The Permittee shall fully implement the final EFH mitigation plan as approved by the Corps.

- 3. INTERFERENCE WITH NAVIGATION: The permitted activity shall not interfere with the right of the public to free navigation on all navigable waters of the United States as defined by 33 C.F.R. Part 329.
- 4. DISCHARGES: No discharges of dredge or fill material is authorized by this permit.
- 5. PILES: Creosote treated pilings shall not be placed in navigable waters unless all of the following conditions are met:
 - A) The project involves the repair of existing structures that were originally constructed using wood products;
 - B) The creosote treated pilings are wrapped in plastic;
 - C) Measures are taken to prevent damage to plastic wrapping from boat use. Such measures may include installation of rub strips or bumpers;
 - D) The plastic wrapping is sealed at all joints to prevent leakage; and

- E) The plastic material is expected to maintain its integrity for at least ten years, and plastic wrappings that develop holes or leaks must be repaired or replaced in a timely manner by the Permittee.
- 6. LIMITATIONS: No other modifications or work shall occur to the structure permitted herein.
- 7. CLEAN CONSTRUCTION PRACTICES: The Permittee shall discharge only clean construction materials suitable for use in the oceanic environment. The Permittee shall ensure no debris, soil, silt, sand, sawdust, rubbish, cement or concrete washings thereof, oil or petroleum products,, hazardous/toxic/radioactive/munitions from construction or dredging or disposal shall be allowed to enter into or placed where it may be washed by rainfall or runoff into waters of the United States. Upon completion of the project authorized herein, any and all excess material or debris shall be completely removed from the work area and disposed of in an appropriate upland site.
- 8. OBSTRUCTIONS: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers Regulatory Division, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
- 9. U.S. COAST GUARD NOTIFICATION: To ensure navigational safety, the Permittee shall provide appropriate notifications to the U.S. Coast Guard as described below:

Commander, 11th Coast Guard District (dpw) TEL: (510) 437-2980 Email: d11LNM@uscg.mil Website: http://www.uscg.mil/dp/lnmrequest.asp

U.S. Coast Guard, Sector LA-LB (COTP) Email: D11-DG-SectorLALB-WWM@uscg.mil

- A) The Permittee shall notify the U.S. Coast Guard, Commander, 11th Coast Guard District (dpw) and the U.S. Coast Guard, Sector LA-LB (COTP) (contact information shown above), not less than 14 calendar days prior to commencing work and as project information changes. The notification shall be provided by email with at least the following information, transmitted as an attached Word or PDF file:
 - 1) Project description including the type of operation (i.e. dredging, diving, construction, etc).
 - 2) Location of operation, including Latitude / Longitude (NAD 83).
 - 3) Work start and completion dates and the expected duration of operations. The U.S. Coast Guard needs to be notified if these dates change.
 - 4) Vessels involved in the operation (name, size and type).

- 5) VHF-FM radio frequencies monitored by vessels on scene.
- 6) Point of contact and 24 -hour phone number.
- 7) Potential hazards to navigation.
- 8) Chart number for the area of operation.
- 9) Recommend the following language be used in the Local Notice to Mariners: "Mariners are urged to transit at their slowest safe speed to minimize wake, and proceed with caution after passing arrangements have been made."
- B) The Permittee and its contractor(s) shall not remove, relocate, obstruct, willfully damage, make fast to, or interfere with any aids to navigation defined at 33 C.F.R. chapter I, subchapter C, part 66. Not less than 30 calendar days in advance of operating any equipment adjacent to any aids to navigation that require relocation or removal, the Permittee shall notify, in writing, the Eleventh U.S. Coast Guard District and the Corps Regulatory Division. The Permittee and its contractor(s) are prohibited from relocating or removing any aids to navigation until authorized to do so by the Corps Regulatory Division and the U.S. Coast Guard.
- C) The Permittee is prohibited from establishing private aids to navigation in navigable waters of the United States until authorized to do so by the Corps Regulatory Division and the U.S. Coast Guard. Should the Permittee determine the work requires the temporary placement and use of private aids to navigation in navigable waters of the United States, the Permittee shall submit a request in writing to the Corps Regulatory Division and the U.S. Coast Guard.
- D) The COTP may modify the deployment of marine construction equipment or mooring systems to safeguard navigation during project construction. The Permittee shall direct questions concerning lighting, equipment placement, and mooring to the appropriate COTP.
- 10. COMMENCEMENT AND COMPLETION NOTIFICATION: The Permittee shall notify the Corps Regulatory Division of the date of commencement of work in navigable waters of the United States (within 10 calendar days prior to the start of construction) and completion of the activity (within 10 calendar days following the end of construction) using the enclosed forms.
- 11. POST-CONSTRUCTION AS-BUILT SURVEY(S): Within 30 calendar days of completion of the project authorized by this permit, the Permittee shall conduct a post-project as-built survey indicating the location of all new structures and their features, or the modification of structures and their features, or post-dredge hydrographic surveys, within navigable waters. Within 45 calendar days of completion of the project, the Permittee shall forward a copy of the survey, as well as a copy of this permit, to the Corps Regulatory Division (via email at: lia.protopapadakis@usace.army.mil), and to the National Oceanic and Atmospheric Administration, Marine Charting Division for updating nautical charts (via email at: ocs.ndb@noaa.gov). Post-project surveys/as-built plans should be provided electronically in two formats: .pts (xyz) and one of, .pdf or GIS. Include the following header metadata: project name, surveyor's name and company, area surveyed (acres), type of survey method, date of survey, geographic control points (for example: latitude/longitude, plane coordinates), geographic coordinate system (use NAD83), geographic projection, units (use US Survey

Feet), and tide gage location. For all subsurface structures and dredge projects include elevation (z coordinate) datum indicated as a negative below MLLW, and also indicate the survey system and bin sizes as appropriate.

- 12. POST-CONSTRUCTION MEMORANDUM: Within 45 calendar days of completion of authorized work in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a post-project implementation memorandum including the following information:
 - A) Date(s) work within waters of the U.S. was initiated and completed;
 - B) Summary of compliance status with each special condition of this permit (including any noncompliance that previously occurred or is currently occurring and corrective actions taken or proposed to achieve compliance);
 - C) Color photographs (including map of photopoints) taken at the project site before and after construction for those aspects directly associated with permanent impacts to waters of the U.S. such that the extent of authorized fills can be verified;
 - D) One copy of "as built" drawings for the entire project. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches; and
 - E) Signed Certification of Compliance (attached as part of this permit package)

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give you favorable consideration to a request for an extension of this time limit.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

	KL	QUEST FOR AFFEAL			
Applic	ant: City of Redondo Beach	File Number: SPL-2020-00061-LP	Date: JULY 15, 2020		
Attach	ed is:	·	See Section below		
Х	INITIAL PROFFERED PERMIT (Stand	ard Permit or Letter of permission)	А		
	PROFFERED PERMIT (Standard Permi	В			
	С				
	APPROVED JURISDICTIONAL DETE	D			
	PRELIMINARY JURISDICTIONAL D	ETERMINATION	Е		
Additionat 33 C		s and options regarding an administrative ap ww.usace.army.mil/cecw/pages/reg_material			
au en de	thorized. Your signature on the Standard I tirety, and waive all rights to appeal the pe terminations associated with the permit.	ter of Permission (LOP), you may accept the Permit or acceptance of the LOP means that rmit, including its terms and conditions, and	you accept the permit in its approved jurisdictional		
• OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.					
B: PR	OFFERED PERMIT: You may accept or a	appeal the permit			
for au en	r final authorization. If you received a Lett thorized. Your signature on the Standard I	t, you may sign the permit document and rett ter of Permission (LOP), you may accept the Permit or acceptance of the LOP means that rmit, including its terms and conditions, and	ELOP and your work is you accept the permit in its		
	erein, you may appeal the declined permit	ered permit (Standard or LOP) because of ce under the Corps of Engineers Administrative	e Appeal Process by		

completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

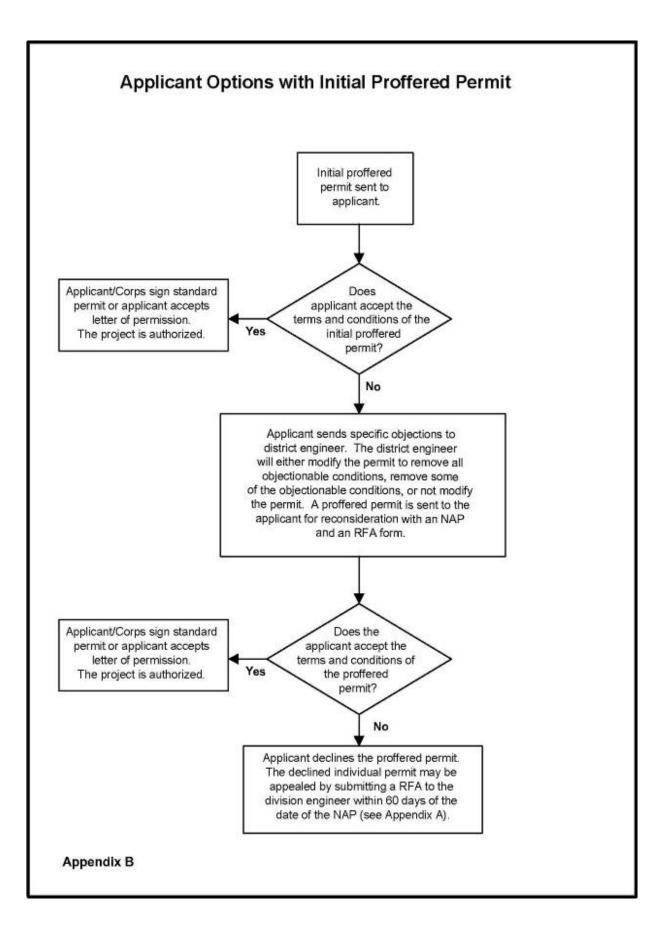
REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:					
If you have questions regarding this decision and/or the	If you only have questions regarding the appeal process				
appeal process you may contact: Lia Flynn	you may also contact: Thomas J. Cavanaugh				
Project Manager	Administrative Appeal Review Officer				
U.S. Army Corps of Engineers	U.S. Army Corps of Engineers				
Los Angeles District	South Pacific Division				
915 Wilshire Boulevard, Suite 930	450 Golden Gate Ave.				
Los Angeles, CA 90017-3401	San Francisco, California 94102				
Phone: (213) 452-3372	Phone: (415) 503-6574				
Email: Lia.Protopapadakis@usace.army.mil	Fax: (415) 503-6646				
	Email: <u>thomas.j.cavanaugh@usace.army.mil</u>				
RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any					

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

	Date:	Telephone number:
Signature of appellant or agent.		





LOS ANGELES DISTRICT U.S. ARMY CORPS OF ENGINEERS

NOTIFICATION OF COMMENCEMENT OF WORK FOR DEPARTMENT OF THE ARMY PERMIT

Permit Number:SPL-2020-00061-LPName of Permittee:City of Redondo Beach; Geraldine TrivediDate of Issuance:July 15, 2020

Date work in waters of the U.S. will commence:	
Estimated construction period (in weeks):	
Name & phone of contractor (if any):	

Please note that your permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to comply with this permit you may be subject to permit suspension, modification, or revocation.

I hereby certify that I, and the contractor (if applicable), have read and agree to comply with the terms and conditions of the above referenced permit.

Signature of Permittee

Date

At least ten (10) calendar days prior to the commencement of the activity authorized by this permit, sign this certification and return it using ONE of the following methods:

(1) EMAIL a statement including all the above information to: Lia.Protopapadakis@usace.army.mil

OR

(2) MAIL to the following address:
 U.S. Army Corps of Engineers
 Regulatory Division
 ATTN: CESPL-RG-SPL-2020-00061-LP
 915 Wilshire Boulevard, Suite 930
 Los Angeles, CA 90017-3401



LOS ANGELES DISTRICT U.S. ARMY CORPS OF ENGINEERS

NOTIFICATION OF COMPLETION OF WORK AND CERTIFICATION OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT

Permit Number:SPL-2020-00061-LPName of Permittee:City of Redondo Beach; Geraldine TrivediDate of Issuance:July 15, 2020

Date work in waters of the U.S. completed:	
Construction period (in weeks):	
Name & phone of contractor (if any):	

Please note that your permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to comply with this permit you may be subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of said permit.

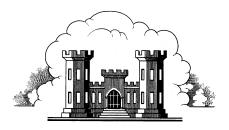
Date

Upon completion of the activity authorized by this permit, sign this certification and return it using ONE of the following methods:

(1) EMAIL a statement including all the above information to: Lia.Protopapadakis@usace.army.mil

OR

 (2) MAIL to the following address:
 U.S. Army Corps of Engineers Regulatory Division
 ATTN: CESPL-RG-SPL-2020-00061-LP
 915 Wilshire Boulevard, Suite 930
 Los Angeles, CA 90017-3401



LOS ANGELES DISTRICT U.S. ARMY CORPS OF ENGINEERS

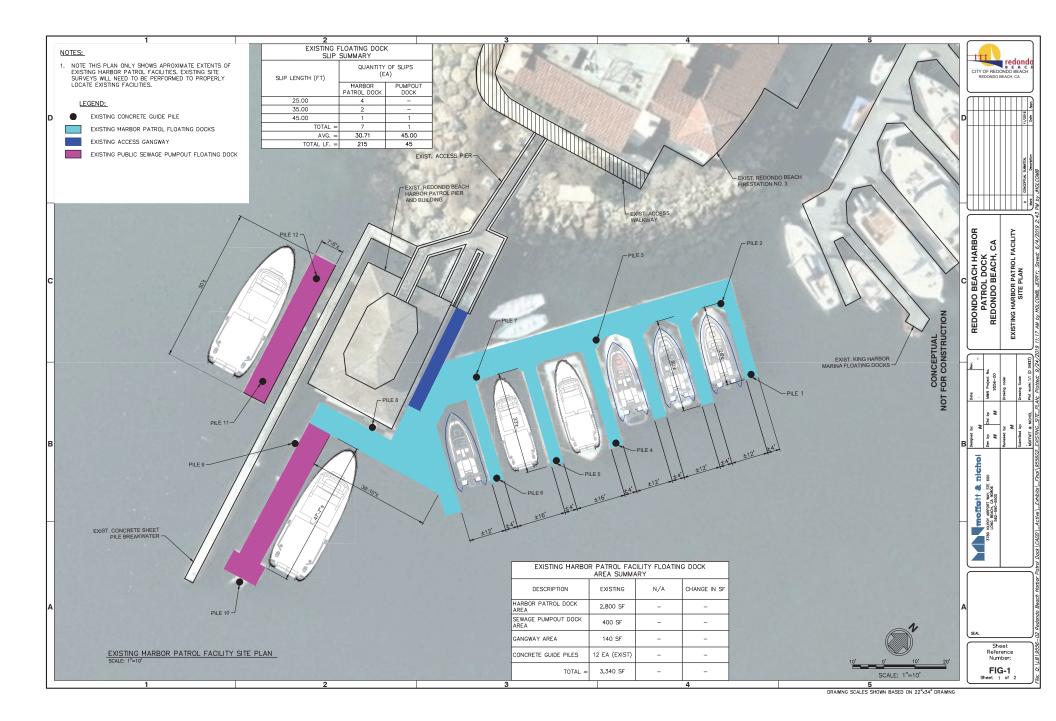
COMPLIANCE DELIVERABLES CHECKLIST FOR DEPARTMENT OF ARMY PERMIT

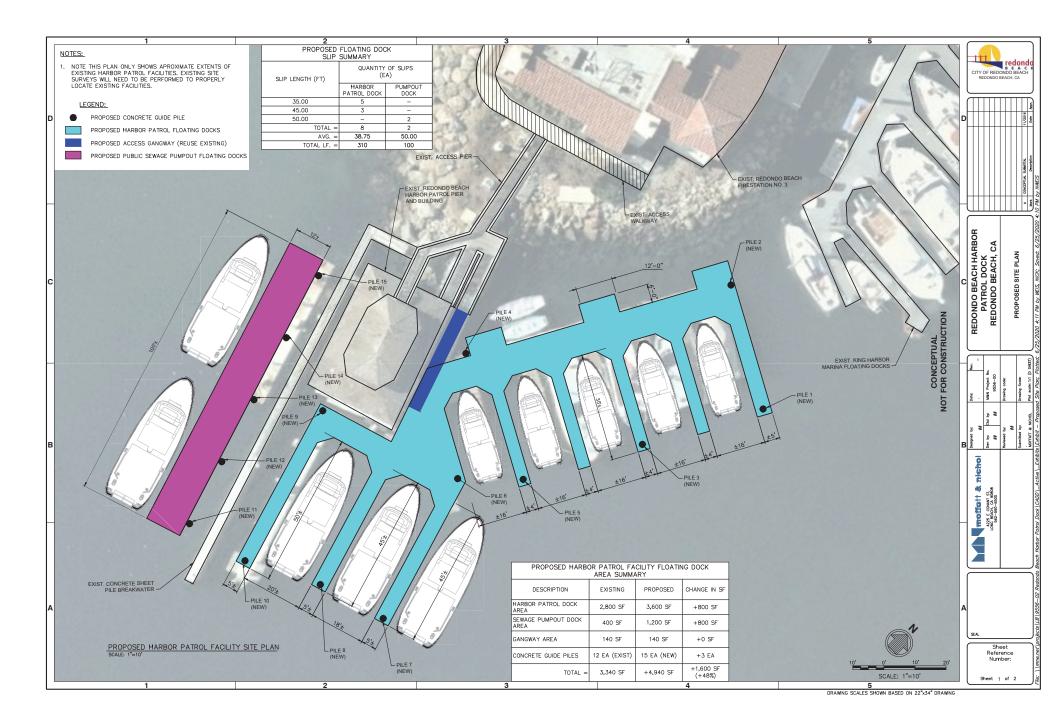
Permit Number:SPL-2020-00061-LPName of Permittee:Geraldine Trivedi, City of Redondo BeachDate of Issuance:July 15, 2020

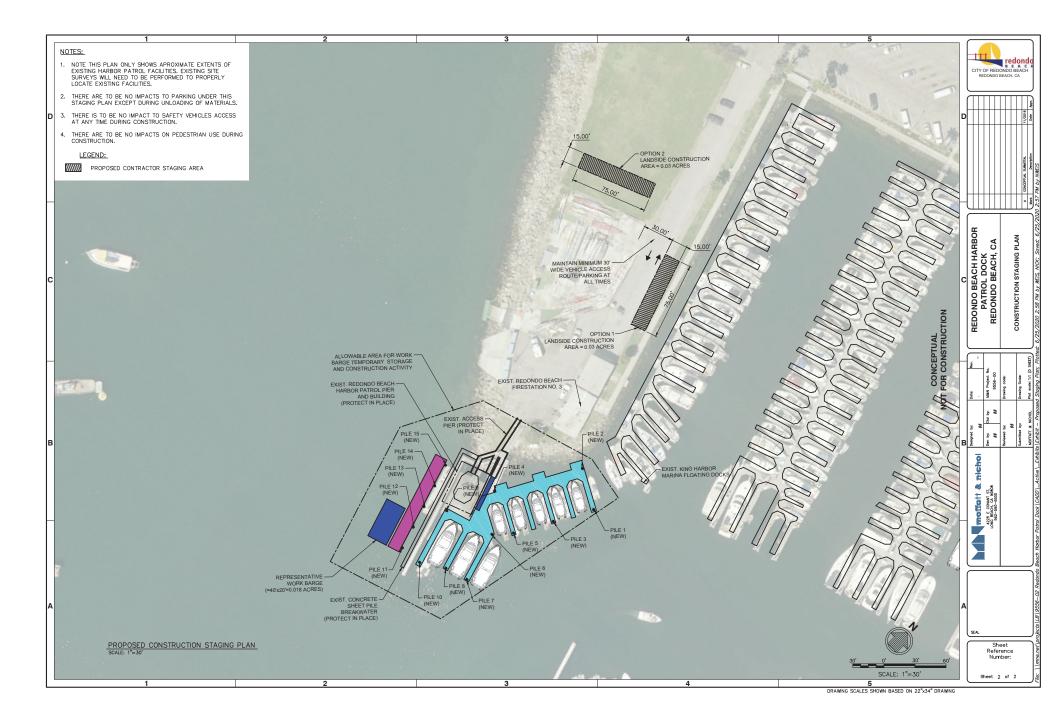
Please submit this checklist along with all required compliance deliverables (listed in the table below) to the Corps via email to splreglasb@usace.army.mil. Upon receipt, the Corps will review proffered deliverables for sufficiency and, if approved, return an electronically-signed/dated copy of this checklist to you. The Corps Project Manager will provide e-signature upon receipt/approval of each compliance deliverable and will return the signed checklist to the applicant/agent in a progressive manner.

Condition #	Compliance deliverable	Corps approval
Special Condition #1	Final Construction Plans	
Special Condition #2	Pre-Construction Eelgrass Surveys	
Special Condition #10	Notification of Commencement of Work	
Special Condition #11	Post-Construction As-Built Surveys	
Special Condition #12	Post-Construction Memorandum	
Special Condition #10	Notification of Completion of Work	
N/A	Certificate of Compliance with Department of the Army Nationwide Permit (10 days following)	

Upon receipt and approval of all items listed in the table above, the Corps will consider you in full compliance with compliance deliverable requirements in your permit authorization. Note, however, that any ongoing reporting obligations associated with the permit may remain unaffected by this compliance deliverables determination.







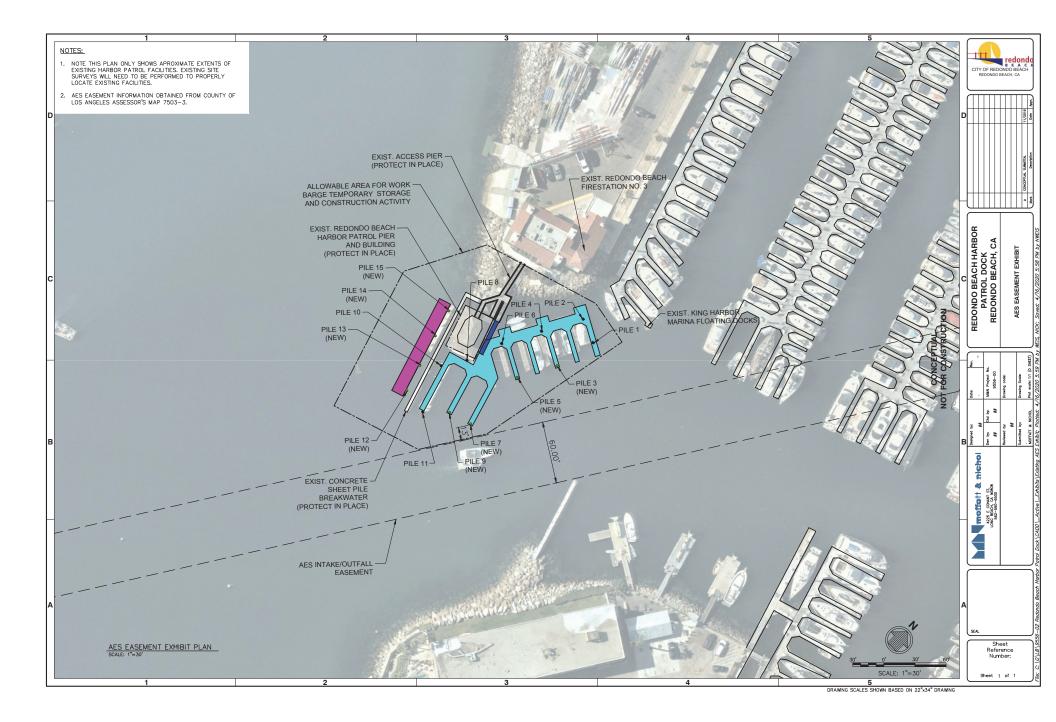


EXHIBIT B PART 2 Grant Agreement #C8966470

OMB Number: 4040-0004

Expiration Date: 1	2/31/2022
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Application for Federal As	Ssistance SF-424 Version	02
* 1. Type of Submission:	* 2. Type of Application: * If Revision, select appropriate letter(s):	
Preapplication	New	
Application	Continuation * Other (Specify)	
Changed/Corrected Application	Revision	
* 3. Date Received:	4. Applicant Identifier:	
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
* a. Legal Name:		
* b. Employer/Taxpayer Identificati	on Number (EIN/TIN): * c. Organizational DUNS:	
d. Address:		
* Street1:		
Street2:		
* City:		
County:		
* State:		
Province:		
* Country:		
* Zip / Postal Code:		
e. Organizational Unit:		
Department Name:	Division Name:	
f. Name and contact information	of person to be contacted on matters involving this application:	
Prefix:	* First Name:	
Middle Name:		
* Last Name:		
Suffix:		
Title:		
Organizational Affiliation:		
* Telephone Number:	Fax Number:	
* Email:		

Expiration Date: 12/31/2022

Application for Federal Assistance SF-424	/ersion 02
9. Type of Applicant 1: Select Applicant Type:	
Type of Applicant 2: Select Applicant Type:	
Type of Applicant 3: Select Applicant Type:	
* Other (specify):	
* 10. Name of Federal Agency:	
11. Catalog of Federal Domestic Assistance Number:	
CFDA Title:	
* 12. Funding Opportunity Number:	
* Title:	
Sportfishing and Boating Safety Act - BIG Tier 1	
13. Competition Identification Number:	
Title:	
Sportfishing and Boating Safety Act - BIG Tier 1	
14. Areas Affected by Project (Cities, Counties, States, etc.):	
14. Areas Anecleu by Project (Cities, Counties, States, etc.).	
* 15. Descriptive Title of Applicant's Project:	
Redondo Beach Pumpout Dock Replacement - City of Redondo Beach is requesting funds for the replacement of	their
existing pumpout docks.	
Attach supporting documents as specified in agency instructions.	

Expiration Da	te: 12/31/2022
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Application	for Federal	Assistance SF-4	24						Version 02
16. Congressio	nal Districts O	f:							
* a. Applicant					* b. Prograr	m/Project:]	
Attach an addition	onal list of Prog	ram/Project Congress	ional Districts if ne	eded.					
17. Proposed P	roject:								
* a. Start Date:					* b. Er	nd Date:]	
18. Estimated F	unding (\$):								
* a. Federal									
* b. Applicant									
* c. State									
* d. Local									
* e. Other									
* f. Program Inco	ome								
* g. TOTAL									
* 19. Is Applicat	tion Subject to	Review By State Un	der Executive Or	der 12372 P	rocess?				
	-	e available to the State				r review on			
		. 12372 but has not be							
	not covered by								
	-								
		ent On Any Federal I	Debt? (If "Yes", pr	ovide expla	nation.)				
Yes	X No								
		on, I certify (1) to the accurate to the best							
ply with any res	sulting terms i	f I accept an award. I or administrative per	am aware that ar	ny false, fict	itious, or frauc				
_	rinninai, civii, (or administrative per	laities. (0.3. Coue	, inte 210,					
× ** I AGREE									
** The list of cert specific instruction		ssurances, or an inter	net site where you	may obtain	this list, is conta	ained in the	announceme	nt or agency	
Authorized Rep	presentative:								
Prefix:			* First Name:						
Middle Name:]]
* Last Name:									
Suffix:									
L							1		
* Title:									
* Telephone Nur	mber:			Fax	Number:				
* Email:									
* Signature of A	uthorized Repre	esentative:		*	Date Signed:				
Authorized for L	ocal Reproduct	ion					Standard	Form 424 (Rev	/ised 10/2005)

andard Form 424 (Revised 10/2005) Prescribed by OMB Circular A-102

Application for Federal Assistance SF-424

* Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

Version 02

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. <u>APPROVAL</u>: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. <u>AMENDMENT</u>: 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 Agreement is binding on any of the parties.

3. <u>ASSIGNMENT</u>: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. <u>AUDIT</u>: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor 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. Contractor 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, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. <u>INDEMNIFICATION</u>: Contractor 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.

6. <u>DISPUTES</u>: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. <u>TERMINATION FOR CAUSE</u>: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. <u>INDEPENDENT CONTRACTOR</u>: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. <u>RECYCLING CERTIFICATION</u>: The Contractor 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).

10. 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 (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 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. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. <u>CERTIFICATION CLAUSES</u>: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. <u>TIMELINESS</u>: Time is of the essence in this Agreement.

Grant Agreement C8966470

13. <u>COMPENSATION</u>: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. <u>GOVERNING LAW</u>: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. <u>ANTITRUST CLAIMS</u>: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes 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. Government Code Section 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. Sec. 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 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. Government Code Section 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. Government Code Section 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. See Government Code Section 4554.

16. <u>CHILD SUPPORT COMPLIANCE ACT</u>: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor 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

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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 contractor, 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.

17. <u>UNENFORCEABLE PROVISION</u>: In the event that any provision of this 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 affected thereby.

18. <u>PRIORITY HIRING CONSIDERATIONS</u>: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. <u>SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING</u> <u>REQUIREMENTS</u>:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract 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. (PCC 10344(e).)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective GRANTEE to the clause(s) listed below. This certification is made under the laws of the State of California.

GRANTEE/Bidder Firm Name (Printed)		Federal ID Number
City of Oceanside		
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Salvatore Ted Schiafone, Harbor Manager		
Date Executed	Executed in the County of	
	San Diego County	

GRANTEE CERTIFICATION CLAUSES

1. <u>STATEMENT OF COMPLIANCE</u>: GRANTEE has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: GRANTEE 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:

 receive a copy of the company's drug-free workplace policy statement; and,
 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 GRANTEE may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the GRANTEE has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. <u>NATIONAL LABOR RELATIONS BOARD CERTIFICATION</u>: GRANTEE certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against GRANTEE within the immediately preceding two-year period because of GRANTEE's failure to comply with an order of a Federal court, which orders GRANTEE to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. <u>CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO</u> <u>REQUIREMENT:</u> GRANTEE hereby certifies that GRANTEE will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

GRANTEE agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. <u>EXPATRIATE CORPORATIONS</u>: GRANTEE 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.

6. <u>SWEATFREE CODE OF CONDUCT:</u>

a. All Contractors 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 contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <u>www.dir.ca.gov</u>, and Public Contract Code Section 6108.

b. The GRANTEE agrees to cooperate fully in providing reasonable access to the GRANTEE'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 GRANTEE's compliance with the requirements under paragraph (a).

7. <u>DOMESTIC PARTNERS</u>: For contracts of \$100,000 or more, GRANTEE certifies that GRANTEE is in compliance with Public Contract Code section 10295.3.

8. <u>GENDER IDENTITY</u>: For contracts of \$100,000 or more, GRANTEE certifies that GRANTEE is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. <u>CONFLICT OF INTEREST</u>: GRANTEE needs to be aware of the following provisions regarding current or former state employees. If GRANTEE 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 (Pub. Contract Code §10410):

1). 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.

2). No officer or employee shall contract on his or her own behalf as an independent GRANTEE with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). 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.

2). 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 12-month period prior to his or her leaving state service.

If GRANTEE violates any provisions of above paragraphs, such action by GRANTEE shall render this Agreement void. (Pub. Contract Code §10420)

Members of 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. (Pub. Contract Code §10430 (e))

2. <u>LABOR CODE/WORKERS' COMPENSATION</u>: GRANTEE needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and GRANTEE affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. <u>AMERICANS WITH DISABILITIES ACT</u>: GRANTEE 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 U.S.C. 12101 et seq.)

4. <u>GRANTEE NAME CHANGE</u>: An amendment is required to change the GRANTEE's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting 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.

b. "Doing business" is defined in 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.

c. 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 the Office of the Secretary of State.

6. <u>RESOLUTION</u>: 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 agreement.

7. <u>AIR OR WATER POLLUTION VIOLATION</u>: Under the State laws, the GRANTEE 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.

8. <u>PAYEE DATA RECORD FORM STD. 204</u>: This form must be completed by all contractors that are not another state agency or other governmental entity.