AGENDA

REGULAR MEETING OF THE LAKEPORT CITY COUNCIL

(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)*

Tuesday, April 16, 2024, 6:00 p.m.

City Council Chambers, 225 Park Street, Lakeport, California 95453

**All references to "City Council" include those other agencies which are listed above*

The City Council may discuss and/or take action on any or all of the items listed on the agenda irrespective of how the agenda items are described. The council may establish and make appointments to a Council committee (made up of two Councilmembers) with respect to any item appearing on this agenda.

I. CALL TO ORDER & ROLL CALL: 6:00 p.m.

II. PLEDGE OF ALLEGIANCE:

III. ACCEPTANCE OF AGENDA/ URGENCY ITEMS: Move to accept agenda as posted or move to add or delete items.

To add item, Council is required to make a majority decision that an urgency exists (as defined in the Brown Act) and a 2/3rds determination that the need to take action arose subsequent to the agenda being posted.

IV. CONSENT AGENDA: *The following Consent Agenda items are expected to be routine and noncontroversial. They will be acted upon by the Council at one time without any discussion. Any Council Member may request that any item be removed from the Consent Agenda for discussion under the regular Agenda. Removed items will be considered following the Consent Calendar portion of this agenda.*

A. Ordinances: Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per *Government Code* Section 36934.

B. Minutes: Approve minutes of the City Council the special meeting of March 28, 2024 and the regular meeting of April 2, 2024.

C. Application 2024-016: Approve application 2024-016, with staff recommendations, for the Missing and Murdered Indigenous People Day walk.

D. Records Retention Schedule: Adopt the proposed resolution adopting a records retention schedule, and authorizing destruction of certain City records and rescinding Resolution No. 2908 (2023).

E. Notice of Completion: Adopt the resolution accepting construction of the Lakefront Park Project by Builder Solutions, Inc. and authorize the filing of the Notice of Completion.

V. PUBLIC PRESENTATIONS/REQUESTS:

A. Public Input: *Any person may speak for 3 minutes about any subject within the authority of the City Council, provided that the subject is not already on tonight's agenda. Per Government Code §54954.3(a), the City Council cannot take action or express a consensus of approval or disapproval on any public comments regarding matters which do not appear on the printed agenda.*

B. Employee Introductions: Introduce new City employee Melissa Carpenter.

C. Proclamation: Present a proclamation designating April 2024 as Child Abuse Prevention Month.

D. Proclamation: Present a proclamation designating April 2024 as Sexual Assault Awareness Month

VI. PUBLIC HEARINGS:

A. Fire Mitigation Fee: Introduce the proposed ordinance revising Lakeport Municipal Code Chapter 3.34, Fire Mitigation Fees and direct City staff to schedule a public hearing for the second reading of the ordinance for May 7, 2024. Additionally, Further, continue the public hearing accepting the fire mitigation fee nexus report and resolution setting revised

fire mitigation fees for the Lakeport Fire Protection District to the next regular City Council meeting of May 7, 2024.

VII. COUNCIL BUSINESS:

A. Community Development Director

1. Fair Housing — Adopt a resolution Affirmatively Furthering Fair Housing (AFFH) in Lakeport.

B. Public Works Director

1. Contract Award: — Approve the plans, specifications and working details and award a construction contract to T&T Paving, Inc. dba Valley Paving for the South Main Street Sidewalk Project and authorize the City Manager to execute the construction contract for the bid amount of $334,279.15.

VIII. CITY COUNCIL COMMUNICATIONS:

A. Travel, Calendar, and Miscellaneous Reports, if any:

IX. ADJOURNMENT:

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 225 Park Street, Lakeport, California, during normal business hours. Such documents are also available on the City of Lakeport's website, www.cityoflakeport.com, subject to staff's ability to post the documents before the meeting.

The City of Lakeport, in complying with the *Americans with Disabilities Act (ADA)*, requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office, (707) 263-5615, 72 hours prior to the scheduled meeting to ensure reasonable accommodations are provided.

_____

Hilary Britton, Deputy City Clerk

MINUTES

NOTICE AND CALL OF SPECIAL MEETING OF THE LAKEPORT CITY COUNCIL

Thursday, March 28, 2024
6:00 p.m.
City Council Chambers, 225 Park Street, Lakeport, California 95453

1. Call to Order and Roll Call:	Mayor Froio called the meeting to order at 6:00 p.m., with Council Members Costa, Disney, Mattina and Mayor Froio present, with Council Member Parlet absent.
2. Silveira Community Center ADA Improvements:	The staff report was presented by Assistant City Manager Walker. A motion was made by Council Member Mattina, seconded by Council Member Costa and unanimously passed by voice vote, with Council Member Parlet absent, to authorize the City Manager to sign the statement of assurances and submit an application for State Community Development Block Grant Disaster Recovery /Mitigation and Resiliency Infrastructure Program Set Aside (CDBG-DR/MIT-RIP).
Adjournment:	Mayor Froio adjourned the meeting at 6:04 p.m.

_____
Michael Froio, Mayor

Attest:

_____
Kelly Buendia, City Clerk

MINUTES

REGULAR MEETING OF THE LAKEPORT CITY COUNCIL

(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)*

Tuesday, April 2, 2024, 6:00 p.m.

City Council Chambers, 225 Park Street, Lakeport, California 95453

**All references to "City Council" include those other agencies which are listed above*

The City Council may discuss and/or take action on any or all of the items listed on the agenda irrespective of how the agenda items are described. The council may establish and make appointments to a Council committee (made up of two Councilmembers) with respect to any item appearing on this agenda.

I. CALL TO ORDER & ROLL CALL: Mayor Froio called the meeting to order at 6:03 p.m., with Mayor Froio, Council Members Costa, Disney, Mattina, and Parlet present.

II. PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Barbara Clark.

III. ACCEPTANCE OF AGENDA/ URGENCY ITEMS: City Clerk Buendia noted that item 5.B Employee Introductions would need to be pulled due to a scheduling conflict.

A motion was made by Council Member Mattina, seconded by Council Member Disney, and unanimously carried by voice vote 5-0-0-0 to accept agenda as amended with the removal of item 5.B.

To add item, Council is required to make a majority decision that an urgency exists (as defined in the Brown Act) and a 2/3rds determination that the need to take action arose subsequent to the agenda being posted.

IV. CONSENT AGENDA: *The following Consent Agenda items are expected to be routine and noncontroversial. They will be acted upon by the Council at one time without any discussion. Any Council Member may request that any item be removed from the Consent Agenda for discussion under the regular Agenda. Removed items will be considered following the Consent Calendar portion of this agenda.*

A.	Ordinances:	Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per *Government Code* Section 36934.
B.	Minutes:	Approve minutes of the City Council the regular meeting of March 5, 2024.
C.	Warrants:	Approve the warrant register of March 22, 2024
D.	Emergency Resolution:	Approve the continuation of the proclamation declaring a Local State of Emergency due to severe weather conditions including heavy rain, and extreme wind.
E.	Application 2024-013:	Approve application 2024-013, with staff recommendations, for the 2024 Memorial Day Pancake Breakfast.
F.	Application 2024-015:	Approve application 2024-015, with staff recommendations for the 2024 Autism Advocacy and Awareness Spring Carnival.
G.	Out of State Travel:	Authorize Out-of-State Travel for two (2) utility staff members to attend the California Rural Water Association's Annual Expo.
	Vote on Consent Agenda:	A motion was made by Council Member Disney, seconded by Council Member Parlet, and unanimously carried by voice vote 5-0-0-0 to adopt the Consent Agenda, items A-G.

V. PUBLIC PRESENTATIONS/REQUESTS:

A.	Public Input:	Sandra Campos spoke on the dying retail in the downtown, requesting photo opportunity stops within the downtown or other ways to drive foot traffic downtown.

Anita Sangervasi spoke regarding struggling small businesses in the downtown.

Laura McAndrews Sammal, CEO of the Lake County Chamber of Commerce noted the efforts that the Chamber is making to support local businesses, including hosting master mind groups.

B. Employee Introductions: This item was removed from the agenda.

C. Proclamation: Mayor Froio presented a proclamation designating April 2024 as Arts, Culture and Creativity Month to members Barbara Clark, Mike Adams, and Laura McAndrews Sammal of the Lake County Arts Council.

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

A. Assistant City Manager

1. Contract Award: The staff report was presented by Assistant City Manager Walker.

A motion was made by Council Member Costa, seconded by Council Member Disney, and unanimously carried by voice vote 5-0-0-0 to authorize the City Manager to execute a professional services agreement with Willdan Financial Services for a Comprehensive Citywide Cost of Service Fee Study in an amount not to exceed $28,000.

B. City Manager

1. FY 2024/25 Goals: A Strategic Planning Workshop for Fiscal Year 24/25 Citywide Departmental Goals was conducted with the City Manager presenting the City Council Priority Areas and department heads presenting departmental goals.

VIII. CITY COUNCIL COMMUNICATIONS:

A. Travel, Calendar, and Miscellaneous Reports, if any: City Attorney Ruderman had no report.

City Manager Ingram thanked Clearlake PD for helping Lakeport PD and covering services while LPD attended leadership training. He also reported on the business visits he made with Congressman Thompson this week. In addition, he announced the next Homelessness and Mental Health outreach event will take place on May 1st, with a Pathways to Stability presentation.

Police Chief Rasmussen had no report.

Public Works Director Ladd was absent.

Community Development Director Hejnowicz had no report.

Administrative Services Director Buendia had no report.

Assistant City Manager Walker had no report.

Utilities Director Harris had no report.

Council Member Parlet reported on the Caltrans sign on highway 20, and the restrooms are still not open in the County Park.

Council Member Costa met with City Manager Ingram to brainstorm ideas for applying for grant opportunities through Redwood Region RISE.

Council Member Disney attended the Lake County Recreation Agency meeting. They are working branding and community engagement.

Council Member Mattina attended the Housing Community Economic Development Committee for the League of California Cities meeting and they reviewed legislation coming out of the State.

Mayor Froio had no report.

IX. ADJOURNMENT: Mayor Froio adjourned the meeting at 9:01 p.m.

_____
Michael Froio, Mayor

Attest:

_____
Kelly Buendia, City Clerk

CITY OF LAKEPORT

225 Park Street
Lakeport, CA 95453

Please Note:
Bounce Houses and Waterslides are prohibited

Phone: (707) 263-5615, Ext. 102
Fax: (707) 263-8584

APPLICATION FOR USE OF PUBLIC AREAS

Please note: *City Council meetings are held the* ***FIRST*** *and* ***THIRD TUESDAY*** *of the month. Application forms require City Council approval and must be completed and submitted to the City Clerk* ***at least one month*** *prior to the Council meeting at which they will be considered.*

This section to be completed by City:

Application Received (Date): 04/08/2024	Application No. 2024-016
☐ $15.00 Application Fee Paid	For Council Meeting of (Date): 04/16/2024

This section to be completed by Applicant (please answer all questions with as much detail as possible):

Applicant Name: HABEMATOLEL HHS DEPT		Organization Name: HEALTH & HUMAN SERVICES
Address: 10250 DEWEL RD EXT UPPER LAKE, CA 95485		Address: SAME
Home Phone:	Work Phone: (707) 900-6912	Mobile Phone:
Email Address: JMORRISON@hpultribe-NSN.gov		Website/Facebook Page: hpultribe-NSN.gov
Other Contact: TATIANA CANTRELL		Phone for Other Contact: (707) 841-6027
Organization is: ☑ Nonprofit Organization ☐ For Profit Organization		

Name of Event: MMIP WALK (Missing, Murdered Indigenous Peoples)		
Description of Event: We would like to gather in honor & memory of our missing Murdered Indigenous Peoples. Food booth, information booth, March		
Public Area of Use: ☐ Main Street ☐ Library Park ☐ Silveira Community Center Parking Lot ☑ Xabatin Community Park		
Specific Location of Event (Map Must be Attached): Xabatin Park & main street sidewalks		
Does this use involve public right of way, streets, or sidewalk? ☑ Yes ☐ No If yes, please indicate specific location:		
If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences: No business will be affected for our 20 minute march around Park		
Date(s) of Event: May 8, 2024	Total Number of Days: 1	Set Up Time: 10:00 AM Time of Event: 12:00pm Tear Down Time: 4:00pm
Specify anticipated number of people (both participants and the public): 100		
Will any vendors be present? Yes ☑ No ☐	Will any food booths be present? Yes ☑ No ☐	

Requirements: ☐ Electricity (cannot be guaranteed by City) ☐ Barricades ☑ Street/Sidewalk Closures 12 pm - 12:30 pm ☐ No irrigation in park prior to event ☐ Other (please specify): *Coordination of these requirements must be made through the Public Works Department: (707) 263-0751*	Specific City Staff Needs: ☐ Police ☐ Public Works ☐ Parks ☐ Other (please specify): *The City reserves the right to bill applicant for related City costs.*

INSURANCE CERTIFICATE REQUIRED

Note: *The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements, including Waiver of Subrogation. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City. The minimum coverage amount required is $2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.*

USE OF ALCOHOL: Is a permit for alcoholic beverages requested? ☐ Yes ☑ No

If you have checked yes, you must obtain a signed permit from the Lakeport Police Department and attach it to this application. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

COVID-19 WAIVER

I, the undersigned, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and others attending my event may be exposed to or infected by COVID-19. I agree to having all attendees follow CDC and Lake County Department of Public Health recommendations for enhanced health and safety measures related to COVID-19 and follow all posted instructions while using City facilities; including requirements for social distancing, wearing of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

Signature of Applicant
Responsible Official of Applicant Organization

Dated: 4/8/2024

STAFF RESPONSE

This section to be completed by City and Other Affected Agencies:

Staff Name:		Department:	
☐ No Fiscal Impact	☐ Fiscal Impact (Describe/Include Estimated Costs)	☐ Police ☐ Public Works ☐ Parks	☐ Other (please specify):

The following will be Required:

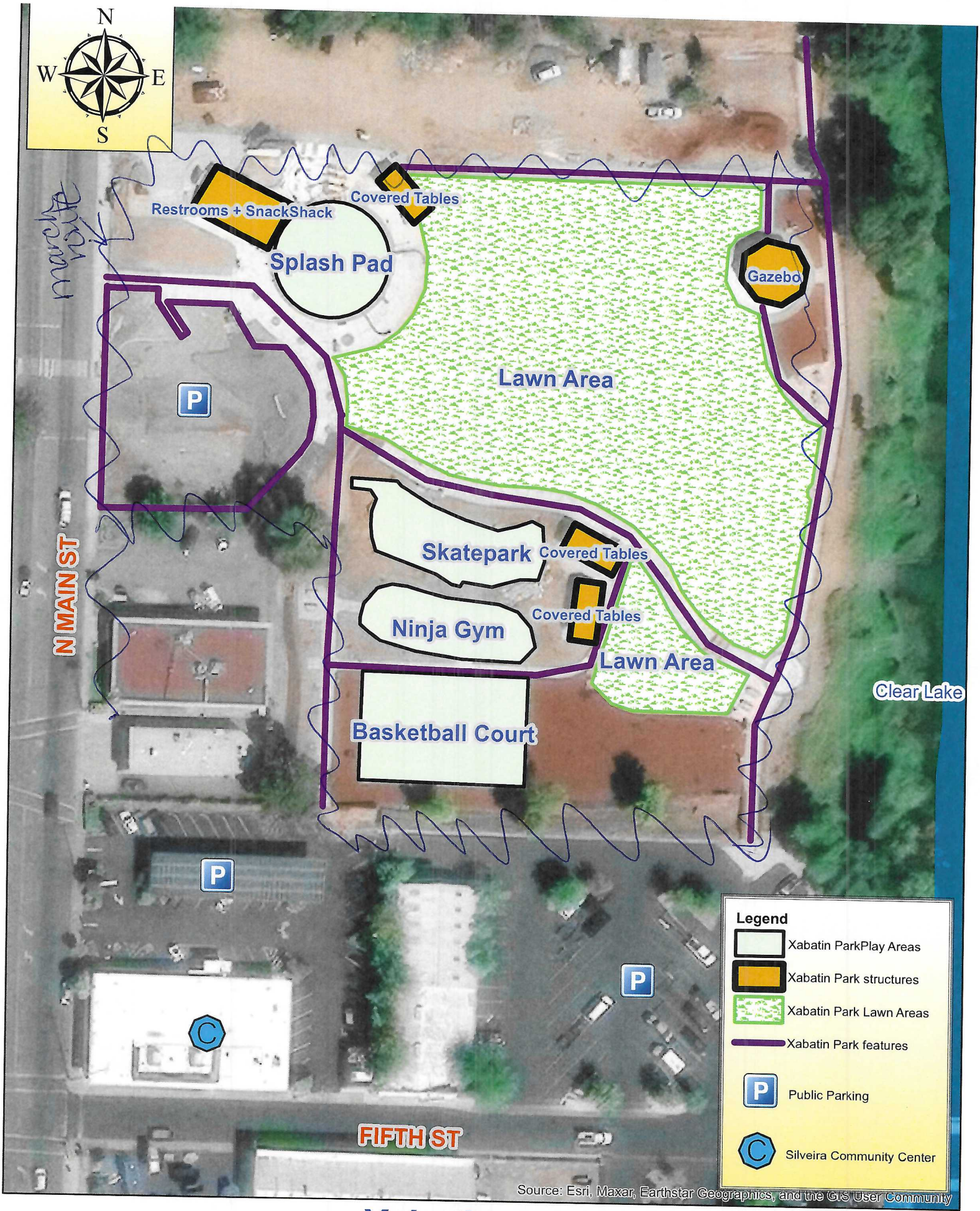
☐ Business License
☐ ABC License
☐ Health Department Permit
☐ Other (Specify):

Staff Comments:

This section to be completed by City Clerk following Council meeting:

Considered at Council Meeting (Date):	☐ Application Approved ☐ Application Denied ☐ Application Approved With Conditions (See Below)
Conditions of Approval:	

☐ **Attachments (specify):**



Xabatin Community Park

Map Prepared by City of Lakeport
Public Works Department
abritton@cityoflakeport.com

Noemi C. Doohan, M.D.; Ph.D.; M.P.H.
Public Health Officer

Craig Wetherbee
Environmental Health Director

COUNTY OF LAKE
Health Services Department
Environmental Health Division
922 Bevins Court
Lakeport, California 95453-9739
Telephone 707/263-1164
FAX 707/263-1681

Promoting an Optimal State of Wellness in Lake County

Memorandum

DATE: April 9, 2024

TO: Hilary Britton, Deputy City Clerk/Records Supervisor

FROM: Pheakdey Preciado, Senior EHS

RE: May 8, 2024, MMIP Walk (Missing and Murdered Indigenous Peoples)/SR0005458

APN: 025-601-07

The Lake County Chamber of Commerce (**Sponsor**) must apply and pay for a **sponsor** temporary permit for a community event at least two weeks prior to the event from the Lake County Environmental Health Division Office. The **food vendors** must apply and pay for the temporary permit for the community event from the Lake County Environmental Health Division Office at least two weeks prior to the event.

Please note: The temporary permit, once issued, is not transferable, and is only good for that specific community event only.

CITY OF LAKEPORT

City Council ☒
City of Lakeport Municipal Sewer District ☐
Lakeport Redevelopment Successor Agency ☐
Lakeport Industrial Development Agency ☐
Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE: Records Retention Schedule Update: Version 12.0	**MEETING DATE:** 04/16/2024
SUBMITTED BY: Kelly Buendia, Administrative Services Director	
PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to adopt a resolution modifying its current Records Retention Schedule.

BACKGROUND/DISCUSSION:

The Administrative Services Director/City Clerk administers the City's Records Management Program, including its records retention policies. A consultant, Gladwell Governmental Services, Inc., was brought in as an expert in local government records to assist with the Records Management Program.

The purpose of the program is to apply efficient and economical methods to the creation, utilization, maintenance, retention, preservation and disposal of all records managed by the City. The retention schedule is not intended to be a static document, but instead, should be updated periodically to reflect current laws and best practices.

The City adopted a retention schedule created by Gladwell Governmental Services for the records retention policy in 2015, and has subsequently amended the retention schedule annually to reflect changes in statutes that affect recommended retention periods. This is the legal update for 2022-23, version 11.0.

Ms. Gladwell recommended the City modify the retention period for several records series in order to be in alignment with current statutes (as of 2024), best practices of other cities, and in full compliance with law. In addition, the City Attorney's office and appropriate department heads have also reviewed and approved the updates. These changes are incorporated as Exhibit A of the proposed resolution, and highlighted in strike-through format as Attachment 1 to this staff report.

Notable among the proposed changes are as follows:

1. Housing:
    - New Item: HOU-005.5: Preliminary Application Form (required for a housing development project that includes residential units; form is provided by California Department of Housing & Community Development – Retention: 5
2. Finance:
    a. FIN-029 – W-2s – Retention Change from P to 5 years (PERS now requires each pay period be documented, and most agencies have now gone to 5 years for all payroll, because they don't have the staff to provide this level of service to former employees.)

3. Police:
    a. New item (change in statute of limitations): PD-044.5 - CRIME REPORTS / SEALED RECORDS: Sealed Juvenile and Ward Cases -(Childhood Sexual Assault Only) – Retention = Keep for the lifetime of the victim

4. Information Technology – New Retention Schedule

OPTIONS:

Adopt revised retention schedule or provide direction to staff.

FISCAL IMPACT:

☒ None ☐ $ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☐ No If yes, amount of appropriation increase: $

Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments: The City will realize significant savings both in labor and storage expenses; including the avoidance of future storage and/or construction costs.

COUNCIL PRIORITIES:

☐ Priority #1: Public Safety & Crisis Response

☐ Priority #2: Disaster Resiliency

☒ Priority #3: Good Governance & Fiscal Stability

☐ Priority #4: Capital Infrastructure Improvement

☐ Priority #5: Safe, Sustainable & Attractive Neighborhoods

☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to adopt the proposed resolution adopting a records retention schedule, and authorizing destruction of certain City records and rescinding Resolution No. 2908 (2023).

☒ **Attachments:**

1. Proposed Resolution
2. Proposed Changes to Retention Schedule in Strike-Through Format

RESOLUTION NO. XXXX (2024)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT ADOPTING A RECORDS RETENTION SCHEDULE, AND AUTHORIZING DESTRUCTION OF CERTAIN CITY RECORDS AND RESCINDING RESOLUTION NO. 2908 (2023)

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Lakeport; and

WHEREAS, Section 34090 of the *Government Code* of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

WHEREAS, the City of Lakeport has adopted guidelines for retention period for various government records, which the City previously adopted pursuant to Resolution No. 2746 (2020);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEPORT DOES RESOLVE AS FOLLOWS:

Section 1. Resolution 2908 (2023) is hereby rescinded.

Section 2. The records of the City of Lakeport, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon the request of the Department Head and with the consent in writing of the City Clerk and City Attorney, without further action by the City Council of the City of Lakeport.

Section 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 4. This resolution shall become effective immediately upon its passage and adoption.

The foregoing Resolution was passed and adopted at a regular meeting of the City Council on the 16th day of April, 2024, by the following vote:

AYES:
NOES:
ABSTAINING:
ABSENT:

_____

MICHAEL FROIO, Mayor

ATTEST:

_____

KELLY BUENDIA, City Clerk

HOW TO USE RETENTION SCHEDULES

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A legend explaining the information presented in the retention schedule; please read this for an explanation of every column.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and electronic format (a computer file on a hard drive), **all electronic and paper records should be destroyed (or deleted / erased) after the specified period of time has elapsed** and authorization to destroy has been obtained.

Copies or duplicates of records should never be retained longer than the prescribed period for the official (original) record, and drafts and copies should be destroyed as soon as they are no longer required.

The term "records" shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers as defined by the California Public Records Act.

STRUCTURE: CITYWIDE, DEPARTMENTS & DIVISIONS

The City-wide retention schedule includes those records all departments have in common (letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record, and therefore responsible for maintaining the official (original) record for the prescribed length of time.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. Where appropriate, the department retention schedules are organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the City-wide retention schedule. An index will be provided for your reference.

BENEFITS

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the City with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free filing cabinet and office space
- Reduce the cost of records storage
- Eliminate duplication of effort within the City
- Find records faster
- Easier purging of file folders
- Determine what media should be used to store records

For questions, please contact the City Clerk.

AUTHORIZATION TO DESTROY RECORDS:

Destruction of an official (original) record that has exceeded its retention period must be authorized according to City Policies & Procedures prior to destroying it.

- If there is a **minimum** retention ("**Minimum 2 years**"), destruction of the document must be authorized before it is destroyed, as it is an official (original) record.

Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed "When No Longer Required."

- If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized prior to destruction, as it is a preliminary draft / transitory record or a copy.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. "**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or resolution).**"

RECORDS RETENTION SCHEDULE LEGEND

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OFR (Office of Record): The department that keeps the Official (original or "record copy") record for its retention period, then authorizes destruction. Usually it is the department that originates the record.

Records Description: The record series (a group of like records).

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Retention/Disposition:
Active: How long the file remains in the immediate office area (*guideline*)
Inactive: How long the file is in off-site storage, stored on Optical Disk or Microforms (*guideline*)
Total Retention: The total number of years the record is retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.
P = Permanent
Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated.

Vital? = Those records that are needed for basic operations in the event of a disaster.

Media Options (*guideline*) – the form of the record:
Mag = Electronic Computer Magnetic Media (Hard drives, Networks, USB Drives, Cloud, etc.)
Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)
Ppr = Paper
OD = Optical Disk, CD-r, DVD-r, WORM, or other **media** which **does not allow changes**

Scan / Import (*guideline*)**:**
"S" indicates the record should be scanned into the document imaging system;
"I" indicates the record should be electronically imported into the document imaging system;
"M" indicates the record was microfilmed

Destroy Paper after Imaged & QC'd (quality checked) / Trustworthy Electronic Record: "Yes" means the **electronic** record may serve as the **OFFICIAL** record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format;) **IF (legal requirements)** the electronic record is also **placed on Unalterable Media, Immutable Cloud Media, Optical Disk (OD), DVD-R, CD-R, Blue-ray-R, or WORM**, **or microfilmed**) which is **stored in a safe & separate location**. Employees are required to Quality Check ("QC'd") both the images and the indexes, and ensure the electronic record **contains all significant details from the original and be an adequate substitute for the original document for all purposes,** and other legal mandates apply. Includes all electronic records which are to serve as the Official Record.

Legend for legal citations (§: Section)

CC: Civil Code (CA)
CFC: California Fire Code
EVC: Evidence Code (CA)
FTB: Franchise Tax Board (CA)
HUD: Housing & Urban Develop. (US)
PC: Penal Code (CA)
UFC: Uniform Fire Code
W&I: Welfare & Institutions Code (CA)
B&P: Business & Professions Code (CA)
CCP: Code of Civil Procedure (CA)
CFR: Code of Federal Regulations (US)
FA: Food & Agriculture Code
GC: Government Code (CA)
LC: Labor Code (CA)
PRC Public Resources Code
USC: United States Code (US)
CBC: California Building Code
CCR: California Code of Regulations (CA)
EC: Elections Code (CA)
FC: Family Code (CA)
H&S: Health & Safety Code (CA)
Ops. Cal. Atty. Gen..: Attorney General Opinions (CA)
R&T: Revenue & Taxation Code (CA)
VC: Vehicle Code (CA)

RECORDS RETENTION SCHEDULE: ADMIN. SERVICES / CITY ATTORNEY

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
If the record is not listed here, refer to the Retention for City-Wide Standards										
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
ADMINISTRATIVE SERVICES / CITY ATTORNEY										
Lead Dept.	CA-001	City Attorney Opinions	~~When No Longer Required –~~ Minimum 2 years		~~When No Longer Required –~~ Minimum 2 years	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090
Admin. Services / City Attorney	CA-002	Closed Session Material	~~When No Longer Required –~~ Minimum 2 years		~~When No Longer Required –~~ Minimum 2 years		Mag, Ppr			Some material may be required for reference, depending upon subject; GC §34090
Admin. Services / City Attorney	CA-003	Lawsuits / Litigation - **Historical** Cases	Resolution	P	P	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S	Yes: After Settled	Department Preference for historical purposes; CCP §§ 337 et seq.; GC §§ 34090, 34090.6; PC §832.5(b)
Admin. Services / City Attorney	CA-004	Lawsuits / Litigation - **Routine** Cases	Resolution	5 years	Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S	Yes: After Settled	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 34090, 34090.6; PC §832.5(b)
Admin. Services / City Attorney	CA-005	Subject / Project Files (Cable TV, etc.)	~~When No Longer Required –~~ Minimum 2 years		~~When No Longer Required –~~ Minimum 2 years		Mag, Ppr			Some material may be required for reference, depending upon subject; GC §34090

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RECORDS RETENTION SCHEDULE: ADMIN. SERVICES / CITY CLERK

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
ADMINISTRATIVE SERVICES / CITY CLERK										
Lead Dept.	CC-001	Affidavits of Publications / Legal Advertising / Affidavits of Posting	2 years		2 years		Mag, Mfr, OD, Ppr			Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; GC §§34090, 54960.1(c)(1)
Admin. Services / City Clerk	CC-002	Agendas (Face Sheets) - City Council, Redevelopment, Successor Agency, Oversight Board, Public Financing Authority, Housing Authority, Municipal Finance Authority, Industrial Development Authority	2 years		2 years	Yes: Until After Meeting	Mag, Mfr, OD, Ppr	S	No	Department Preference; GC §34090 et seq.
Admin. Services / City Clerk	CC-003	Agenda Packets / Staff Reports - City Council, Redevelopment, Successor Agency, Oversight Board, Public Financing Authority, Housing Authority, Municipal Finance Authority, Industrial Development Authority	10 years		10 years	Yes: Until After Meeting	Mag, Mfr, OD, Ppr	S	No	Department Preference; GC §34090 et seq.

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Admin. Services / City Clerk	CC-004	Agreements - **ALL - Approved If Imaged, Infrastructure, CIPs, DDAs, OPAs, MOUs, MOAs** *Agreement or Contract includes all contractual obligations (e.g. Amendments, Scope of Work or Successful Proposal) & Insurance Certificates* **Examples of Infrastructure:** Architects, CIPs (Capital Improvement Projects,) City Manager employment contracts, franchise agreements, subdivision improvement agreements, development, Joint Powers, MOUs, retirement, water rights, etc.	Completion	P	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S	Yes: Upon Completion	Other contracts are maintained by the Lead Department managing the contract; Department Preference; All infrastructure, JPAs, & Mutual Aid contracts should be permanent for emergency preparedness; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §337 et. seq., GC §34090; Contractor has retention requirements in 48 CFR 4.703

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Admin. Services / City Clerk	CC-005	Agreements - **ALL - Approved Non-Infrastructure that are NOT Imaged** *Agreement or Contract includes all contractual obligations (e.g. Amendments, Scope of Work or Successful Proposal) & Insurance Certificates* **Examples of NON-Infrastructure:** Consulting, disposal, leases, loans, mutual aid, professional services, settlement, services, etc.	Completion	10 years	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S/I	Yes: Upon Completion	Other contracts are maintained by the Lead Department managing the contract; Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; ~~Statewide guidelines propose termination + 5 years;~~ CCP §337 et. seq., GC §34090
Admin. Services / City Clerk	CC-006	Applications for Boards, Commissions or Committees - **Successful**	Term of Office + 2 years		Term of Office + 2 years		Mag, Ppr			Department preference; GC §34090
Admin. Services / City Clerk	CC-007	Applications for Boards, Commissions or Committees - **Unsuccessful**	2 years		2 years		Mag, Ppr			GC §34090
Admin. Services / City Clerk	CC-008	Committee **Rosters** / Boards, Commissions and Committees (Maddy Act)	2 years		2 years		Mag, Ppr			GC §34090

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Admin. Services / City Clerk	CC-009	Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **ALL**	2 years	5 years	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	City maintains original statements; GC §81009(e)&(g); GC §81009(f)&(g); 2 CCR 18615(d)
Admin. Services / City Clerk	CC-010	Ethics Training Certificates / Harassment Prevention Training Certificates	5 years		5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	GC § §53235.2(b); 53237.2(b)
Admin. Services / City Clerk	CC-011	FPPC Form 801 (Gift to Agency Report)	7 years		7 years		Mag, Ppr			Must post on website; GC §81009e; GC §34090;
Admin. Services / City Manager	CC-012	FPPC Form 802 (Event Ticket / Pass Distributions Agency Report)	7 years		7 years		Mag, Ppr			Must post on website for 4 years; GC §81009€; GC §34090
Admin. Services / City Clerk	CC-013	FPPC Form 803 (Behested Payment Report)	7 years		7 years		Mag, Ppr			GC §81009e; GC §34090
Admin. Services / City Clerk	CC-014	FPPC Form 804 (Agenda Report of New Positions)	P		P		Mag, Ppr			FPPC Regulation 18734(c); GC §81009e; GC §34090
Admin. Services / City Clerk	CC-015	FPPC Form 805 (Agency Report of Consultants)	P		P		Mag, Ppr			FPPC Regulation 18734(c); GC §81009e; GC §34090
Admin. Services / City Clerk	CC-016	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		7 years		Mag, Ppr			Must post on website; 2 CCR 18702.5; GC §34090; GC §81009(e)

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ELECTIONS - CONSOLIDATED										
Admin. Services / City Clerk	CC-017	Campaign Filings (FPPC 400 Series Forms & Form 501): **SUCCESSFUL CANDIDATES** (Elected Officials)	2 years	P	P		Mag, Mfr, OD, Ppr	S	Yes: After 2 years	Effective 1/2021, statements must be posted on line within 72 hours of the applicable filing deadline, and remain on line for 4 years; Paper must be retained for at least 2 years; GC §81009(b)(g); 84616
Admin. Services / City Clerk	CC-018	Campaign Filings (FPPC 400 Series Forms & Form 501): **UNSUCCESSFUL CANDIDATES**	5 years		5 years		Mag, Mfr, OD, Ppr	S	Yes: After 2 years	Effective 1/2021, statements must be posted on line within 72 hours of the applicable filing deadline and remain on line for 4 years; Paper must be retained for at least 2 years; GC §81009(b)(g); 84616
Admin. Services / City Clerk	CC-019	Campaign Filings (FPPC 400 Series Forms): **THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK** (copies)	4 years		4 years		Mag, Ppr			Paper must be retained for at least 2 years; GC §81009(b)(g)
Admin. Services / City Clerk	CC-020	Campaign Filings (FPPC 400 Series Forms): **OTHER COMMITTEES** (PACS - not candidate-controlled)	7 years		7 years		Mag, Ppr			Effective 1/2021, statements must be posted on line within 72 hours of the applicable filing deadline and remain on line for 4 years; Paper must be retained for at least 2 years; GC §81009(c)(g); 84616

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Admin. Services / City Clerk	CC-021	Elections - **GENERAL, WORKING or ADMINISTRATION** Files (Correspondence, Applications for vacancies on the Council, Precinct Maps, County Election Services, Candidate Statements to be printed in the Sample Ballot, etc.)	2 years		2 years		Mag, Ppr			GC §34090
Admin. Services / City Clerk	CC-022	Elections - **HISTORY** Files (Sample Ballot, Results)	P		P		Mag, Mfr, OD, Ppr	S	No	Department preference; GC §34090
Admin. Services / City Clerk	CC-023	Elections - Petitions (Initiative, Recall or Referendum)	Results + 8 months, or Final Examination if No Election + 1 year after petition examination if petition is insufficient		Results + 8 months, or Final Examination if No Election + 1 year after petition examination if petition is insufficient		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
(End of Elections Section)										
Admin. Services / City Clerk	CC-039	Enterprise System Catalogue (posted on line)	Minimum 2 years		Minimum 2 years		Mag			GC §34090

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Admin. Services / City Clerk	CC-024	Historical Records & Historical Projects (e.g. Incorporation, City Seal, Awards of significant historical interest, etc.)	P		P		Mag, Mfr, OD, Ppr	S	No	City Clerk determines historical significance; records can address a variety of subjects and media. Some media (e.g. audio and video tape) may be limited because of the media's life expectancy; GC §34090
Admin. Services / City Clerk	CC-025	Minutes - City Council, Redevelopment, Successor Agency, Oversight Board, etc.	P		P	Yes (all)	Mag, Mfr, OD, Ppr	S	No	GC §34090
Admin. Services / City Clerk	CC-026	Municipal Code Administration, Distribution, etc.	When No Longer Required		When No Longer Required		Mag, Ppr			Preliminary drafts not retained in the ordinary course of business; GC §34090
Admin. Services / City Clerk	CC-027	Municipal Code and History File (always retain 1 supplement)	2 years	P	P		Mag, Mfr, OD, Ppr	S	No	GC §34090
Admin. Services / City Clerk	CC-028	Ordinances (City Council)	P		P	Yes (all)	Mag, Mfr, OD, Ppr	S	No	GC §34090 et. seq.
Admin. Services / City Clerk	CC-029	Petitions (submitted to Council on any subject - Dog Parks, Parking, Traffic Calming, etc.) See Elections for Initiative, Recall or Referendum Petitions	1 year		1 year		Ppr			Law requires 1 year for petitions; GC §50115
Admin. Services / City Clerk	CC-038	Proclamations	2 years		2 years		Mag, Ppr			GC §34090

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Lead Dept.	CC-030	Proof of Publication / Public Hearing Notices / Certificate of Posting / Legal Advertising (Usually kept with Project Files)	2 years		2 years		Mag, Ppr			Statute of Limitations on Municipal Government actions is 3 - 6 months; CCP§337 et seq; GC §34090
Admin. Services / City Clerk	CC-031	Real Property - Records that Affect the Title to Real Property (Deeds, Easements, Liens, Rights of Way, etc.)	2 years	P	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090
Admin. Services / City Clerk	CC-032	Recordings / Tapes of City Council Meetings - **Audio Recordings**	2 years		2 years		Mag, OD			Department Preference; State law only requires for 30 days; GC §54953.5(b)
Admin. Services / City Clerk	CC-033	Recordings / Tapes of City Council Meetings - **Video Recordings / DVD-R**	2 years		2 years		Mag, OD			Department preference; Video recording of meetings are only required for 90 days; GC §§34090.7, 34090
Admin. Services / City Clerk	CC-034	Records Destruction Lists / Certificates of Records Destruction	P		P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
Admin. Services / City Clerk	CC-035	Records Retention Schedules / Amendments to Records Retention Schedules	10 years	P	P		Mag, Mfr, OD, Ppr	I		GC §34090 et. seq.
Admin. Services / City Clerk	CC-036	Request for Public Records	2 years		2 years		Mag, Ppr			GC §34090
Admin. Services / City Clerk	CC-037	Resolutions City Council, Redevelopment, Successor Agency, etc.	P		P	Yes (all)	Mag, Mfr, OD, Ppr	S	No	GC §34090 et. seq.

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Admin. Services / City Clerk	CC-040	Secretary of State Statement of Facts - Registry of Public Agencies	2 years		2 years		Mag, Ppr			GC §34090 et seq.

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RECORDS RETENTION SCHEDULE: ADMIN. SERVICES / CITY MANAGER

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
ADMINISTRATIVE SERVICES / CITY MANAGER										
Admin. Services / City Manager	CM-001	City Manager Correspondence (Interoffice, Citizens, Legislative Positions, Organizations, etc.)	~~When No Longer Required~~ Minimum 2 years		~~When No Longer Required~~ Minimum 2 years		Mag, Ppr			GC §34090
Admin. Services / City Manager	CM-002	Department Files	~~When No Longer Required~~ Minimum 2 years		~~When No Longer Required~~ Minimum 2 years		Mag, Ppr			Department Preference; GC §34090
Admin. Services / City Manager	CM-006	Grand Jury Reports & Responses regarding City Operations	5 years		5 years		Mag, Ppr			Department Preference; GC §34090
Admin. Services / City Manager	CM-003	Projects, Programs, Events, Economic Development, Subject & Issues (Issues and/or projects will vary over time - e.g. Hotels, Developments, etc.)	~~When No Longer Required~~ Minimum 2 years		~~When No Longer Required~~ Minimum 2 years	Yes: While Active Issues	Mag, Ppr			GC §34090
Admin. Services / City Manager	CM-004	Special Event Permits	~~When No Longer Required~~ Minimum 2 years		~~When No Longer Required~~ Minimum 2 years	Yes: While Before Expiration	Mag, Ppr			GC §34090
Lead Dept.	CM-005	Speech Notes / PowerPoint Presentations	When No Longer Required		When No Longer Required		Mag, Ppr			Notes, drafts, or preliminary documents; GC §34090 et seq.

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RECORDS RETENTION SCHEDULE: ADMIN. SERVICES / HUMAN RESOURCES

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ADMINISTRATIVE SERVICES / HUMAN RESOURCES										
Admin. Services / Human Resources	HR-027	1095-C, 1094-C (Employer-Provided Health Insurance Offer and Coverage & Transmittal Form)	2 years	3 years	5 years		Mag, Ppr			Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090
Admin. Services / Human Resources	HR-001	Benefit Plan Documents (CalPERS, Optical, Dental, etc.)	Duration of the Contract + 2 years		Duration of the Contract + 2 years	Yes: For Duration of Contract	Mag, Ppr			EEOC / ADEA (Age) requires 1 year after benefit plan termination; 29 CFR 1627.3(b)(2); 29 USC 1027; GC §§12946, 12960, 34090
Admin. Services / Human Resources	HR-002	CalPERS Benefit Administration (Includes contract amendment, actuarial reports, service credit reports, annual employee listing, etc.)	6 years		6 years		Mag, Ppr			Department Preference; 6 years for retirement benefits; State Law requires 2 years after action; 29 CFR 1627.3(b)(2); 29 USC 1027; GC §§12946, 12960, 3409
Admin. Services / Human Resources	HR-003	CalPERS Reports - Annual Employer Statements	2 years	3 years	5 years		Mag, Ppr			Department Preference; Retained to match other auditing periods; GC §34090

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Admin. Services / Human Resources	HR-004	Classification / Reorganization Studies (for employee classifications and department structures)	~~When No Longer Required -~~ Minimum 3 years		~~When No Longer Required -~~ Minimum 3 years		Mag, Ppr			Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 12960, 4090
Admin. Services / Human Resources	HR-005	Classification Specifications	~~When No Longer Required -~~ Minimum 4 ~~3~~ years		~~When No Longer Required -~~ Minimum 4 ~~3~~ years		Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 ~~2 -3~~ years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
Admin. Services / Human Resources	HR-006	Compensation Surveys & Studies	~~When No Longer Required -~~ Minimum 3 years		~~When No Longer Required -~~ Minimum 3 years		Mag, Ppr			Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 12960, 34090
Admin. Services / Human Resources	HR-006.1	COVID-19 Notifications to Employees of potential COVID-19 exposures	3 years		3 years		Mag, Ppr			LC §6409.6(k), GC §34090

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Admin. Services / Human Resources	HR-007	California Civil Rights Department (CRD) / Department of Fair Employment & Housing (DFEH or EEOC) Claims / Harassment Claims	Final Disposition + 3 years		Final Disposition + 3 years		Mag, Ppr			All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 12960, 34090
Admin. Services / Human Resources	HR-008	DMV Pull Notices	When Superseded or Separated		When Superseded or Separated		Mag Ppr			Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
Admin. Services / Human Resources	HR-009	Drug & Alcohol Test Results (All - Positives and Negatives)	2 years	3 years	5 years		Mag Ppr			D.O.T. Requires 5 years for positive tests, refusals, annual summaries, etc., 1 year for negative tests; EEOC / FLSA / ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; 29 CFR 1627.3(b)(1)(v), GC §§12946, 12960, 34090; 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq. 49 CFR 653.71
Admin. Services / Human Resources	HR-010	EEO-4 Reports and records required to generate EEO-4 report (Self-Identification Form, etc.)	3 years		3 years		Mag, Ppr			29 CFR 1602.30; 29 CFR 1602.31, 29 CFR 1602.32; GC §34090

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Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
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Admin. Services / Human Resources	HR-011	I-9s	Separation + 3 years		Separation + 3 years		Mag, Ppr			Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960, 34090
Admin. Services / Human Resources	HR-012	Labor Relations Files (Negotiation Notes, Correspondence, Interpretation of MOU Provisions, Documentation, etc.)	5 years	5 years	10 years		Mag, Ppr			Department Preference; GC §34090
Admin. Services / Human Resources	HR-013	Personnel **Background Packet - POLICE & OTHER EMPLOYEES - SUCCESSFUL Employees** (Hired)	Separation + 4 ~~3~~ years		Separation + 4 ~~3~~ years		Mag, Ppr			Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 ~~2 3~~ years; 29 CFR 1602.31 & 1627.3(b)(ii), GC §§12946, 12960, 34090

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Admin. Services / Human Resources	HR-014	Personnel **Background Packet - POLICE & OTHER EMPLOYEES Unsuccessful** (not hired)	4 ~~3~~ years		4 ~~3~~ years		Mag, Ppr			Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 ~~2~~ ~~3~~ years; 29 CFR 1602.31 & 1627.3(b)(ii), GC §§12946, 12960, 34090
Admin. Services / Human Resources	HR-015	Personnel Files - **Employees** Includes Oaths of Office, and Disaster Service Workers Oaths	Separation + 7 years		Separation + 7 years		Mag, Mfr, OD, Ppr	S	Yes: After Separation + 1 year	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 ~~2~~ ~~3~~ years; 29 CFR 1602.14, 1602.31 & 1627.3(b)(ii), GC §§12946, 12960, 34090; 29 USC 1113, GC §3105; LC §1198.5

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Admin. Services / Human Resources	HR-016	Personnel Files - **Medical** File (all employees) Pre-employment Clearances, ADA Accommodations, Respiratory Fit Tests, Hearing Tests, Incidents / Accidents where no medical services were provided, etc.	Separation + 7 years	Whichever is Longer: Separation + 20 years; OR Termination of Benefits + 5 years; OR Death of Employee + 5 years	Whichever is Longer: Separation + 30 years; OR Termination of Benefits + 5 years; OR Death of Employee + 5 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After Separation + 1 year	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090
Admin. Services / Human Resources	HR-017	Recruitment and Testing File (Includes Advertisements, Applications for Unsuccessful Candidates, Job Brochures, Test Data, Testing Analysis & statistical Metric, Interview Notes, Job Analysis, Rating Sheets, Scantrons, Rater's Profile & Confidentiality Agreement, Flowchart, Eligible Lists, etc.)	4 years		4 years		Mag, Ppr			Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 ~~2~~ 3 years; 29 CFR 1602.31 & 1627.3(b)(ii), GC §§12946, 12960, 34090
Admin. Services / Human Resources	HR-018	Studies & Surveys Conducted on Behalf of the City (Sick Leave, Attrition, Benefits, etc.)	~~When No Longer Required~~ Minimum 3 years		~~When No Longer Required~~ Minimum 3 years		Mag, Ppr			Department preference; GC §34090

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Admin. Services / Human Resources	HR-018.5	Verifications of Employment, Child Support, etc.	When No Longer Required		When No Longer Required		Mag Ppr			Not an Agency record / Content does NOT relate in a substantive way to the conduct of the public's business; GC §34090 et seq
Admin. Services / Human Resources	HR-019	Workers Compensation Claim Runs	5 years		5 years		Mag Ppr			Meets auditing standards; GC §34090
Admin. Services / Human Resources	HR-020	Workers Compensation Claims	Separation + 10 years	Whichever is Longer: Separation + 20 years; OR Termination of Benefits + 5 years; OR Death of Employee + 5 years	Whichever is Longer: Separation + 30 years; OR Termination of Benefits + 5 years; OR Death of Employee + 5 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After Separation + 1 year	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090
RISK MANAGEMENT										
Admin. Services / Human Resources / Risk Manage.	HR-021	Accident, Incident, Injury Reports That do NOT Result in a Claim	2 years		2 years		Mag, Ppr			Department Preference; GC §34090

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Admin. Services / Human Resources / Risk Manage.	HR-022	Actuarials	10 years		10 years		Ppr			Department preference; GC §34090
Admin. Services / Human Resources / Risk Manage.	HR-023	Claims (Liability Claims)	Final Resolution + 5 years		Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 34090, 34090.6; PC §832.5
Admin. Services / Human Resources / Risk Manage.	HR-024	Insurance Policy Applications / Policies (City-owned Policies)	P		P	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Admin. Services / Human Resources / Risk Manage.	HR-025	Loss Runs	When No Longer Required		When No Longer Required		Mag Ppr			Department Preference (the Claims Management System is the original); GC §34090
Admin. Services / Human Resources / Risk Manage.	HR-026	OSHA Inspections & Citations, Log 200 and Log 300, 301, 301A	5 years		5 years		Ppr			Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR 14300.33, 8 CCR §3203(b)(1), GC §34090; LC §6429c

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RECORDS RETENTION SCHEDULE: INFORMATION TECHNOLOGY

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
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HOLDS: Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).										
INFORMATION TECHNOLOGY										
Information Technology	IT-001	Backups (Computer Backups (ALL Disaster Recovery Computer Backups)	When No Longer Required		When No Longer Required	Yes	Mag.			Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.
Information Technology	IT-002	Network Configuration Maps & Plans	When No Longer Required		When No Longer Required	Yes	Mag.			Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
Information Technology	IT-003	Software Licenses, Warrantees, Installation Media	When No Longer Used		When No Longer Used		Mag.			Department Preference; GC §34090 et seq.
Information Technology	IT-004	UNALTERABLE MEDIA / IMMUTABLE CLOUD BACKUP / WORM / DVD-r / CD-r / Blue Ray-R or other unalterable media that does not permit additions, deletions, or changes		P	P		OD			For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, 12168.7, EVC 1550, 2 CCR 22620 et seq

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Approved:

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COMMUNITY DEVELOPMENT / BUILDING & SAFETY										
Comm. Develop. / Building	BL-001	Building Permit **Database**	Indefinite - Permanent		Indefinite - Permanent	Yes (all)	Mag			Data is interrelated; Permits are required for the Life of the Building or Activity, or Minimum 5 years; CFC §§ 104.6 – 104.6.4; GC §34090; H&S §19850
Comm. Develop. / Building	BL-002	Building Permits / Address Files	P		P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	~~Statewide guidelines propose permanent;~~ CBC §106.4.2, GC §34090, H&S §19850
Comm. Develop. / Building	BL-003	Building Plans - **Expired or Withdrawn**	P		P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Preliminary drafts not retained in the ordinary course of business; CBC §104.7; H&S§19850, GC §34090
Comm. Develop. / Building	BL-004	Building Plans and Construction Documents - **Finalled - SINGLE FAMILY RESIDENTIAL - SFR and APPURTENANCES**	180 days		180 days	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Law does not require plans to be filed for dwellings less than 2 stories, garages & appurtenances, farms/ranches, 1-story with bearing walls less than 25'; CBC requires 180 days from completion date; CBC 104.7 & 107.5, H&S§19850, GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Comm. Develop. / Building	BL-005	Building Plans and Construction Documents - **Finalled** - **INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION, TENANT IMPROVEMENTS** (includes commercial structural plans, Hazardous Materials Questionnaire, etc.)	P		P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Law requires for the life of the building for commercial and common interest dwellings only; ~~Statewide guidelines propose 2 years for blueprints & specifications;~~ CBC 104.7 & 107.5, H&S§19850, GC §34090
Comm. Develop. / Building	BL-006	Certificates of Occupancy	P		P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090
Comm. Develop. / Building	BL-007	**Construction Notices / Inspection Notices** (correction notices, compliance orders, stop work notices, etc.)	Until Cleared or Project Completion		Until Cleared or Project Completion		Mag, Ppr			Preliminary Drafts; GC §34090
Comm. Develop. / Building	BL-008	Private Land Developer **Trust Accounts** / Deposits	Close + 5 years		Close + 5 years		Mag, Ppr			Department Preference; (meets municipal government auditing standards); GC §34090
Comm. Develop. / Building	BL-009	**Reports:** Building Activity	When No Longer Required		When No Longer Required		Mag, Ppr			Preliminary drafts not retained in the ordinary course of business; GC §34090 et seq.
Comm. Develop. / Building	BL-010	Requests & Permissions to Receive Copies of Plans (to and from Architects)	2 years		2 years		Mag, Ppr			GC §34090 et seq.

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Comm. Develop. / Building	BL-011	Uniform Building Codes / California Building Codes	When Superseded		When Superseded		Mag, Ppr			GC §50022.6
CODE ENFORCEMENT										
Comm. Develop. / Code Enforce.	CE-001	Citations / Notice of Violations	2 years		2 years		Mag, Mfr, OD, Ppr	S/I	Yes: When Inactive	GC §34090
Comm. Develop. / Code Enforce.	CE-002	Code Enforcement / Abatement Case Files (Includes appeals and Code Enforcement Complaint Letters)	~~When No Longer Required~~ Minimum 2 years		~~When No Longer Required~~ Minimum 2 years	Yes: Until Resolution	Mag, Ppr			Department preference; Case is open until satisfactorily resolved (some cases are not resolved); GC §34090
Comm. Develop. / Code Enforce.	CE-003	Liens	P		P	Yes: Until Resolution	Mag, Ppr			GC §34090(a)

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RECORDS RETENTION SCHEDULE: COMM. DEVELOP. / BUSINESS LICENSE

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
COMMUNITY DEVELOPMENT / BUSINESS LICENSE										
Comm. Develop. / Business License	BL-001	**Business License Applications and Renewals**	2 years	3 years	5 years		Mag, Ppr			Department preference; Meets auditing standards; GC §34090 et seq.
Comm. Develop. / Business License	BL-002	Business License **Database**	Indefinite - Minimum 5 years		Indefinite - Minimum 5 years	Yes	Mag			Data Fields / Records are interrelated; meets municipal government auditing standards; GC §34090
Comm. Develop. / Business License	BL-003	Collections / Collection Agency Statements	7 years		7 years		Mag, Ppr			Department preference; Delinquencies remain on credit reports for 7 years; GC §34090 et seq.
Comm. Develop. / Business License	BL-004	Small Claims Court Judgments	Judgment + 5 years		Judgment + 5 years		Mag, Ppr			Department preference; Meets auditing standards; GC §34090 et seq.

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RECORDS RETENTION SCHEDULE: COMM. DEVELOP. / PLANNING

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COMMUNITY DEVELOPMENT / PLANNING										
Comm. Develop. / Planning	PL-001	Affidavits of Publications / Public Hearing Notices / Legal Advertising	2 years		2 years		Mag, Ppr			Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; CCP §§337 et seq, 349.4; GC §§34090, 54960.1(c)(1)
Comm. Develop. / Planning	PL-002	Annexations / Boundaries / Consolidations / LAFCO	5 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Land Records; GC §34090
Comm. Develop. / Planning	PL-003	Census, Demographics	When No Longer Required		When No Longer Required		Mag, Ppr			(Non-Records - Census Bureau is OFR)

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Comm. Develop. / Planning	PL-003.1	Correspondence and staff notes that provide insight into the project or the agency's CEQA compliance with respect to the project; related to a non-exempt CEQA action (Environmental Determinations: Environmental Impact Reports / EIRs, Negative Declarations, etc.)	Project Approval + 2 years		Project Approval + 2 years		Mag, Ppr			Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (County of San Diego, et al., Real Parties in Interest) (D076605, D076924, D076993) (4th Dist. 2020); PRC 21167,6; GC §34090
Comm. Develop. / Planning	PL-004	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) **Inside City boundaries**	P		P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090
Comm. Develop. / Planning	PL-005	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) **Outside City boundaries**	When No Longer Required		When No Longer Required		Ppr			Non-records; EIRs and Negative Declarations within the City Boundaries are with the project file

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RECORDS RETENTION SCHEDULE: COMM. DEVELOP. / PLANNING

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City Clerk	PL-006	General Plan, Elements and Amendments	Copies - When No Longer Required		Copies - When No Longer Required	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Clerk Maintains all Agenda Packets Permanently; GC §34090.7
Comm. Develop. / Planning	PL-007	Master Plans, Specific Plans, Bikeway Plans, Landscaping Plans, Street Master Plans, etc.	~~When No Longer Required -~~ Minimum 2 years		~~When No Longer Required -~~ Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Comm. Develop. / Planning	PL-008	Planning Commission **AGENDA PACKETS & AGENDAS**	~~When No Longer Required -~~ Minimum 2 years		~~When No Longer Required -~~ Minimum 2 years		Mag, Ppr			Original Staff Reports are filed in the project file; Brown Act challenges must be filed within 30 or 90 days of action; GC §§34090, 54960.1(c)(1)
Comm. Develop. / Planning	PL-009	Planning Commission **AUDIO RECORDINGS** of Meetings / Audio Tapes	~~When No Longer Required -~~ Minimum 2 years		~~When No Longer Required -~~ Minimum 2 years		Tape (Mag)			City preference; State law only requires for 30 days; GC §54953.5(b)
Comm. Develop. / Planning	PL-010	Planning Commission **MINUTES RESOLUTIONS & BYLAWS**	P		P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After 10 years	GC §34090

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Comm. Develop. / Planning	PL-011	**Planning Project Files - Approved Permanent Entitlements, Approved & Unapproved Temporary Entitlements, Not Exercised / Expired:** (Includes Associated CEQA Noticing, Conditions of Approval, Public Noticing, Environmental Determinations, Staff Reports, Plans & Maps) Examples: Conditional Use Permits (CUPs), Design Review, Lot Line Adjustments, Parcel Maps, Planned Unit Developments (PUD), Site Plans, Tentative Subdivisions, Variances, Zone Changes, etc.	5 years	P	P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preferences; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC§§34090, 34090.7
Comm. Develop. / Planning	PL-014	Preliminary Review File / Letters	~~When No Longer Required -~~ Minimum 2 years		~~When No Longer Required -~~ Minimum 2 years		Mag, Ppr			Department preference; Preliminary Documents (no application submitted); GC §34090
Comm. Develop. / Planning	PL-015	Project Log Index / Spreadsheet / Binders of Historic Actions	P		P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department Preference; GC §34090
Comm. Develop. / Planning	PL-016	Project Review Board - Employees **ALL** Records	2 years		2 years		Tape (Mag)			GC §54953.5(b)

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Comm. Develop. / Planning	PL-017	Special Studies	~~When No Longer Required -~~ Minimum 2 years		~~When No Longer Required -~~ Minimum 2 years		Mag, Ppr			Department Preference; GC §34090
Comm. Develop. / Planning	PL-018	Zoning Administrator Notice of Determinations (NOD)	P		P	Yes (all)	Mag, Mfr, OD, Ppr	S	No	Department Preference; GC §34090
Comm. Develop. / Planning	PL-019	Zoning Maps (Historically Significant)	P		P	Yes (all)	Mag, Mfr, OD, Ppr	S	No	Department Preference; City Clerk Maintains originals of all documents that were presented to Council; GC §34090.7
Comm. Develop. / Planning	PL-020	Zoning Ordinance Amendments, Reclassifications / Zone Change	P		P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department Preference (copies); GC §34090.7

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RECORDS RETENTION SCHEDULE: COMM. DEVELOP. / ENVIRONMENTAL RESOURCES

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COMMUNITY DEVELOPMENT / ENVIRONMENT RESOURCES										
Comm. Develop. / Environ. Resources	ER-001	Lake Water Quality Tests	10 years	P	P	Yes: Until Expiration	Mag, Ppr			Department Preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.
Comm. Develop. / Environ. Resources	ER-002	NPDES Monitoring, Inspections, Violations - Stormwater	10 years		10 years		Mag, Ppr			Department Preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.
Comm. Develop. / Environ. Resources	ER-003	NPDES Permits - Stormwater	10 years	P	P	Yes: Until Expiration	Mag, Ppr			Department Preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.

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RECORDS RETENTION SCHEDULE: ECONOMIC DEVELOPMENT

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
ECONOMIC DEVELOPMENT										
Economic Develop.	ED-001	Economic Development Projects and Programs	~~When No Longer Required~~ Minimum 2 years		~~When No Longer Required~~ Minimum 2 years	Yes: While Active Issues	Mag, Ppr			GC §34090
Economic Develop.	ED-002	Economic Development Loans	Loan Pay-off OR Forgiveness + 5 years		Loan Pay-off OR Forgiveness + 5 years		Mag, Ppr			Department preference; Meets Auditing Standards, GC §34090

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RECORDS RETENTION SCHEDULE: ENGINEERING

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
ENGINEERING										
Engineering	ENG-001	Abandonments / Vacations (Streets) / Survey File	P		P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Finals are maintained by City Clerk; Department file may include correspondence; GC §34090 et seq.
Engineering	ENG-002	Aerial Maps / Photographs - Analog or Digital & Index to Aerials	P		P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Engineering	ENG-003	Assessment District / Community Facilities Districts / Maintenance District / Landscape & Lighting / Street Improvement District Projects / Underground Utility Districts **(FORMATION, BOUNDARIES, ENGINEERS REPORTS, MAPS)**	P		P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 - 10 years (for Errors & Omissions); CCP §§337. 337.1(a), 337.15, 343; GC §34090.7
Engineering	ENG-004	Benchmarks	P		P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090

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Engineering	ENG-005	Capital Improvement Projects (CIP): **Administration File** Project Administration, Certified Payrolls, Construction Manager's Logs, Daily Inspections, Insurance Certificates, Project Schedules, Progress meetings, Punch Lists, Real Estate Appraisals, RFIs & Responses, etc.	Upon Completion	1 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Ppr			Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; ~~Statewide guidelines propose termination + 5 years;~~ CCP §337 et. seq., GC §34090
Engineering	ENG-006	Capital Improvement Projects (CIP): **Permanent File** Plans, Specifications & Addenda, Agreement / Contract, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Operations & Maintenance Manuals (O&M Manuals,) Materials Testing Reports, Grading Permits, Hazardous Materials Plans, Notice of Completion, Photos, Soils Reports, Studies, Submittals, Surveys, etc.	Upon Completion	P	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: Complet. + 10 years	Department preference; retained for disaster preparedness purposes; ~~Statewide guidelines propose Permanent for Infrastructure plans;~~ GC §34090
Lead Dept.	ENG-007	Correspondence - **Regulatory Agencies**	Minimum 2 years		Minimum 2 years	Yes: While Active Issues	Mag, Mfr, OD, Ppr	S	Yes: After QC	Department preference; Some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
City Clerk	ENG-008	Deeds, Easements, Liens	P		P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Finals are maintained by City Clerk; Department file may include correspondence; GC §34090 et seq.
Engineering	ENG-009	Design & Construction Standards	P		P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Engineering	ENG-010	Drawings, Maps, Plans and Record Drawings, Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Builts"	P		P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Drafts should be destroyed; Some maps are also retained by Planning; Selected maps are retained in Public Works for administrative purposes; GC §34090, 34090.7
Public Works / Land Develop.	ENG-011	Encroachment Permits: **Temporary** (Street Permits, Temporary Construction, Sidewalk Repairs, Traffic Control, Utility Cuts etc.)	Expiration + 4 years		Expiration + 4 years	Yes: Until Completion	Mag, Ppr			Covers statute of limitations for contracts (4 years); ~~Statewide guidelines propose Permanent;~~ CCP § 337 et. Seq.; GC § 34090
Engineering	ENG-012	Encroachments - **Permanent** (Permanent structures in the City's Right of Way)	P		P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090
Engineering	ENG-013	Engineering Studies / Surveys - Preliminary Studies / Project Assessments (**Not Acquired or Developed**)	Minimum 10 years		Minimum 10 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Engineering	ENG-014	Engineering Studies / Surveys **(City Built Projects)**	P		P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090

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Engineering	ENG-015	Geotechnical and Soils Reports; Hydrology Reports (Authored by the City or their contractors)	P		P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090
Engineering	ENG-016	Grading Plans	P		P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090
Building	ENG-017	Plan Checks for Building Permits	When No Longer Required		When No Longer Required		Mag, Ppr			Preliminary drafts; GC §34090 et seq.
Engineering	ENG-018	Private Land Development Bonds: **Subdivision Bonds/ Letters of Credit**	Release of Bond / Letter of Credit		Release of Bond / Letter of Credit		Mag, Mfr, OD, Ppr	S	No	Securities (Performance Bonds, Letters of Credit, CD's, etc.) are released after the Notice of Completion is issued and replaced with the Warranty Bond, which is released 1 year after the Notice of Completion date. GC §34090
Engineering	ENG-019	Private Land Development Projects / Job Files: **Administration File** Construction Inspections, Photos, Private Lab Verifications, Testing Lab Final Reports *Examples: CUPs, Lot Line Adjustments, Parcel Maps, Precise Alignment, Specific Plans, Split Lots, Subdivisions, Tracts,. TPMs, TSMs*	Upon Completion	10 years	Completion + 10 years	Yes: Until Completed	Mag, Ppr			Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; ~~Statewide guidelines propose termination + 5 years;~~ CCP §337 et. seq., GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Engineering	ENG-020	Private Land Development Projects / Job Files: **Permanent Files** Drainage, Driveway, Encroachments, Grading Plans, Rights of Way, Stormwater, etc. Dedications, Easements, Abandonments (City Clerk is OFR) *Examples: CUPs, Lot Line Adjustments, Parcel Maps, Precise Alignment, Specific Plans, Split Lots, Subdivisions, Tracts, TPMs, TSMs*	Upon Completion	P	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; ~~Statewide guidelines propose Permanent for Infrastructure plans;~~ GC §34090
Engineering	ENG-021	Reports: Geotechnical Reports, Soils Reports, Drainage, Special Studies	P		P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090
Engineering	ENG-022	Rights of Entry	P		P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §34090 et seq.
Engineering	ENG-022.1	Solid Waste Reduction / AB 939 Compliance / SB 1383 Compliance (Organic Waste Collection and Recycling)	10 years		10 years		Mag, Ppr			Department preference; SB 1383 compliance is required for 5 years; Low-Carbon Fuel Standard regulations credits can be received for 10 years, and are eligible for an extension; 14 CCR § 18995;.2 H&S §39730.7; GC §34090

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State of California	ENG-023	SWITRS - Statewide Integrated Traffic Records System	When No Longer Required		When No Longer Required		Mag Ppr			Non-Records (Sheriff)
Engineering	ENG-024	Traffic Complaints	2 years		2 years		Mag, Ppr			Department preference; GC §34090
Engineering	ENG-025	Traffic Signal Inventory	Superseded		Superseded	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Drafts should be destroyed; GC §34090
Engineering	ENG-026	Traffic Signal Locations	P		P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Drafts should be destroyed; GC §34090
Engineering	ENG-027	Traffic Signal Timing	Replaced + 5 years		Replaced + 5 years	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Drafts should be destroyed; GC §34090
Engineering	ENG-028	Traffic Studies / Traffic Counts / Transportation Studies / Pavement Management	~~When No Longer Required -~~ Minimum 10 years		~~When No Longer Required -~~ Minimum 10 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §34090
Engineering	ENG-029	Transportation Master Plans / Traffic Master Plans	P		P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Drafts should be destroyed; GC §34090
Lead Dept.	ENG-030	Underground Service Alerts (USA's) / Dig Alerts	3 years		3 years		Mag, Ppr			Department Preference (the Regional Notification Center has the obligation to retain the notice for 3 years); GC §§4216.2(f) & 4216.3(e~~d~~), 34090

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RECORDS RETENTION SCHEDULE: FINANCE

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
FINANCE / ADMINISTRATION										
Finance / Admin.	FN-001	Assessment Districts / Community Facilities Districts, etc. - **Financial Records / Assessor Rolls**	2 years	3 years	5 years	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department Preference (meets municipal government auditing standards); ~~Statewide guidelines propose audit + 4 years; Published articles show 3 - 7 years;~~ GC §34090
Finance / Admin.	FN-002	Audit Reports / Annual Comprehensive Financial Report (ACFR) and related Audit Opinions	2 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department Preference (copies); GC §34090.7
Finance / Admin.	FN-003	Audit Work Papers	2 years	3 years	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department Preference (meets municipal government auditing standards); ~~Statewide guidelines propose audit + 4 years; Published articles show 3 - 7 years;~~ GC §34090
Finance / Admin.	FN-004	Budgets - Adjustments	5 years		5 years	Yes: Current Fiscal Year	Mag, Ppr			Department preference (Approved by the City Council); GC §34090 et seq.
Finance / Admin.	FN-005	Budgets - Adopted / Final	2 years	P	P	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department Preference; Must be filed with County Auditor; GC §34090.7, 40802, 53901
Finance / Admin.	FN-006	Budgets - Preliminary, Backup Documents	When No Longer Required		When No Longer Required	Yes: Current Fiscal Year	Mag, Ppr			Preliminary drafts; GC §34090
Finance / Admin.	FN-007	Single Audits / Transportation Audits / PERS Audit, etc.	5 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department Preference (meets municipal government auditing standards); GC §34090

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FINANCE / GENERAL ACCOUNTING										
Finance / General Accounting	FN-008	1099's / 1096's / DE542 (California Report of Independent Contractors)	5 years		5 years		Mag, Ppr			Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §34090, 29 USC 436
Finance / General Accounting	FN-009	Accounts Payable / Invoices and Backup (Excluding Grants) (Includes Invoices, Travel Expense Reimbursements, Warrant Request, etc.)	2 years	3 years	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department Preference (meets municipal government auditing standards); ~~Statewide guidelines propose audit + 4 years; Published articles show 3 - 7 years;~~ GC §34090
Finance / General Accounting	FN-010	Actuarial Valuation Reports	10 years		10 years		Mag, Ppr			Department Preference; GC §34090
Finance / General Accounting	FN-011	Bank Statements and Trustee Statements, Fiscal Agent Statements, Investment Account Statements, Bank Reconciliations, Bank Deposits, Bank Transmittal Advice	2 years	3 years	5 years		Mag, Ppr			Department Preference; ~~Published articles show 3 - 4 years;~~ GC §34090, 26 CFR 31.6001-1

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Finance / General Accounting	FN-012	Bond Official Statements / Transcripts / Certificates of Participations (COPs) - Includes Continuing Disclosure Reports See Bank Statements for statement retention.	Fully Defeased + 10 years		Fully Defeased + 10 years	Yes: Until Maturity	Mag, Ppr			Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336a(1) 337.5(a); 26 CFR 1.6001-1(e): GC §43900 et seq.
Finance / General Accounting	FN-013	Cash Receipts / Daily Cash Summaries / Cashiers Reports / Cash Reports	2 years	3 years	5 years		Mag, Ppr			Department Preference; ~~Published articles show 3 - 4 years;~~ GC §34090, 26 CFR 31.6001-1
Finance / General Accounting	FN-014	Checks / Warrant Register Report (issued)	2 years	3 years	5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090
Finance / General Accounting	FN-015	Checks / Warrants (Cashed)	2 years	3 years	5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; meets municipal government auditing standards; GC §34090, CCP § 337
Finance / General Accounting	FN-016	Escheat (Unclaimed money / uncashed checks)	5 years		5 years		Mag, Ppr			Department preference; All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; CCP §§340(d), 1519; GC §34090

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Finance / General Accounting	FN-017	Financial Services **Database**	Indefinite - Minimum 5 years		Indefinite - Minimum 5 years	Yes	Mag			Data Fields / Records are interrelated; meets municipal government auditing standards; GC §34090
Finance / General Accounting	FN-018	Investment Reports / Treasurer's Reports	5 years		5 years		Mag, Ppr			Department Preference; Meets auditing standards; GC §34090
Finance / General Accounting	FN-019	Investments / Arbitrage / Certificate of Deposit / Investment Bonds (Receipts / Advisor Reports / Trade Tickets / LAIF (Local Agency Investment Fund))	5 years		5 years	Yes: Until Paid	Mag, Ppr			Department Preference; Meets auditing standards; ~~Published articles show disposal + 7 years for security brokerage slips; statewide guidelines propose permanent;~~ FTC Reg's rely on "self-enforcement"; GC§§ 34090, 43900
Finance / General Accounting	FN-020	Journal Entries / Journal Vouchers	2 years	3 years	5 years		Mag, Mfr, OD, Ppr	S / I	No	Department Preference; meets municipal government auditing standards; Statute of Limitations is 4 years; ~~statewide guidelines propose Audit + 5 years; G~~C §34090, CCP § 337
Finance / General Accounting	FN-021	Reports / Finance Reports created from Database: Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, Revenue & Expenditure Reports, etc. (**MONTHLY OR PERIODIC**)	When No Longer Required		When No Longer Required		Mag, Ppr			Department preference (Financial System can re-create reports); GC §34090

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RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
If the record is not listed here, refer to the Retention for City-Wide Standards										
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.										
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Finance / General Accounting	FN-022	Reports: Annual State or Federal: State Controller's Report, Local Government Compensation Report, Gas Tax, MOE (Maintenance of Effort) Report, Fixed Charge Special Assessment Report, Public Self Insurer Report (SIP Report), Street Report, Jet Fuel Tax, Smog / Green Fee, etc.	5 years		5 years		Mag, Ppr			Department Preference; Meets auditing standards; GC §34090
Finance / General Accounting	FN-023	Vehicle Titles ("Pink Slips")	Sale or Disposal		Sale or Disposal		Mag, Ppr			Department Preference; GC §34090
Finance / General Accounting	FN-023.1	W-9's	Vendor Inactive + 3 years		Vendor Inactive + 3 years		Mag, Ppr			Meets IRS auditing standards; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
PAYROLL										
Finance / Payroll	FN-024	CalPERS Reports - Annual Valuation Reports, Actuarial Valuation Reports	2 years	3 years	5 years		Mag, Ppr			Department Preference; Retained to match other auditing periods; GC §34090
Finance / Payroll	FN-025	DE-6, DE-7, DE-9, DE-43, W-3, & DE-166, 941 Forms, IRS 5500 Forms (Employee Benefit Plans), PERS / FICA & Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	2 years	3 years	5 years		Mag, Ppr			Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; ~~Articles show 7 years;~~ 26 CFR §31.6001-1(e)(2), R&T §19530; 29 CFR 516.5 - 516.6, 29 USC 436, GC §34090
Finance / Payroll	FN-026	Deferred Compensation (City Statements)	2 years	3 years	5 years		Mag, Ppr			Produced by Deferred Comp. Provider; ~~consistent with proposed statewide guidelines; published articles for bank statements show 4-7 years;~~ GC §304090, 26 CFR 31.6001.1
Finance / Payroll	FN-028	Payroll Reports - **Periodic** (includes Deduction Registers, Leave Registers, Time Transaction Reports, etc.)	2 years	3 years	5 years		Mag, Ppr			Department preference; GC §34090
Finance / Payroll	FN-029	W-2's	2 years	3 years ~~P~~	5 years ~~P~~		Mag, Ppr			Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; ~~Articles show 7 years;~~ IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090

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Finance / Payroll	FN-039	W-4's	No Longer in Effect + 4 years		No Longer in Effect + 4 years		Mag, Ppr			IRS Regulation 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. GC §34090; 26 CFR 31.6001-1; GC §34090
PURCHASING										
Finance / Purchasing	FN-030	Purchase Orders & Backup	2 years	3 years	5 years		Mag, Ppr			Department preference; Meets auditing standards; GC §34090 et seq.
Finance / Purchasing	FN-031	Vendor List / Bidder List	When No Longer Required		When No Longer Required		Mag, Ppr			Preliminary drafts; GC §34090 et seq.
UTILITY BILLING / REVENUE SERVICES										
Finance / Revenue Services	FN-032	Accounts Receivable / **Utility Billing - ALL Revenue -** Transient Occupancy Tax (TOT) Applica+C33tions & Returns, Damage to Public Property, Invoices to Outside Entities, etc.	2 years	3 years	5 years		Mag, Ppr			Department preference; Meets auditing standards; GC §34090 et seq.
Finance / Revenue Services	FN-033	Bankruptcies - **NOT** pursued	When No Longer Required		When No Longer Required		Mag, Ppr			Preliminary drafts not retained in the ordinary course of business; GC §34090
Finance / Revenue Services	FN-034	Bankruptcies - **Where a claim is filed**	2 years	3 years	5 years		Mag, Ppr			Department Preference (negative information remains on credit ratings for 7 years); GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Finance / Revenue Services	FN-035	Collections / Collection Agency Statements	7 years		7 years		Mag, Ppr			Department preference; Delinquencies remain on credit reports for 7 years; GC §34090 et seq.
Finance / Revenue Services	FN-036	Small Claims Court Judgments	Judgment + 5 years		Judgment + 5 years		Mag, Ppr			Department preference; Meets auditing standards; GC §34090 et seq.
Finance / Revenue Services	FN-036.1	Water Billing: Appeals - Payment Delinquency & Impending Discontinuation	Final Decision + 2 years		Final Decision + 2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §34090; H&S §116908
Finance / Revenue Services	FN-036.2	Water Billing: Non-payment Notices / Notice of Payment Delinquency & Impending Discontinuation (Initial, Final)	2 years		2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §34090; H&S §116908
Finance / Revenue Services	FN-036.3	Water Billing: NSF Checks / Adjustments to Customer accounts	2 years		2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §34090; H&S §116908
Finance / Revenue Services	FN-036.4	Water Billing: Payment Plans: Amortization, Alternative Payment Plans, Deferrals, etc.	Expiration or Completion of Payment Plan + 2 years		Expiration or Completion of Payment Plan + 2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC §34090; H&S §116910
Finance / Revenue Services	FN-036.5	Water Billing: Policy on Discontinuation of Residential Service for Nonpayment	When Superseded - Minimum 2 years		When Superseded; Minimum 2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Must post to Website; H&S §116906; GC §34090
Finance / Revenue Services	FN-036.6	Water Billing: Report of Annual Discontinuations of Residential Service	Minimum 2 years		Minimum 2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Must post to Website; H&S §116918; GC §34090
ELECTRIC SERVICES										

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Finance / Electric Services	FN-037	Utility Billing **Database /** Cashiering **Database**	Indefinite - Minimum 5 years		Indefinite - Minimum 5 years	Yes	Mag			Data Fields / Records are interrelated; meets municipal government auditing standards; GC §34090

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RECORDS RETENTION SCHEDULE: HOUSING

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
HOUSING										
Housing	HOU-001	Bankruptcies - Housing Loans - **NOT** pursued	When No Longer Required		When No Longer Required		Mag, Ppr			Preliminary drafts not retained in the ordinary course of business; GC §34090
Housing	HOU-002	Bankruptcies - Housing Loans - **Where a claim is filed**	5 years		7 years		Mag, Ppr			Department Preference (negative information remains on credit ratings for 7 years); GC §34090
Housing	HOU-003	Housing Programs: Affordable Housing Projects, Rehabilitation, CDBG-funded Housing Projects, etc. **WITH a Recapture / Resale Restriction** Deeds are sent to City Clerk		After the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer	5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: When Inactive	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 2 CFR 200.333; 24 CFR 92.508(a)&(c) & 570.502(a)(16), 982.158, 884.214; 29 CFR 97.42, GC §34090

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Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.										
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Housing	HOU-004	Housing Programs: Affordable Housing Projects, Rehabilitation, CDBG-funded Housing Projects, etc. **WITHOUT a Recapture / Resale Restriction** Deeds and Insurance are sent to City Clerk	Loan Pay-off OR Forgiveness + 5 years		Loan Pay-off OR Forgiveness + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	HUD requires 5 years after the agreement terminates; Consistent with Consolidated Plan Requirements; Required for 3-4 years from expenditure or performance report; 2 CFR 200.333; 24 CFR 92.508(a)&(c) & 570.502(a)(16), 982.158, 884.214; 29 CFR 97.42, GC §34090
Housing	HOU-005	Loan Applications **Rejected** (First Time Home Buyers, Life/Safety, Rehabilitation, HOME, etc.)	2 years		2 years		Mag, Ppr			GC §34090
Housing	HOU-005.5	Preliminary Application Form (required for a housing development project that includes residential units; form is provided by California Department of Housing & Community Development	5 years		5 years		Mag, Ppr			Various benchmarks are placed using the number of residential dwelling units on the project site within the last five years; GC §§34090, 66300.
Housing	HOU-006	Site Clearance / Soils Remediation / Mitigation	P		P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §34090

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RECORDS RETENTION SCHEDULE: POLICE

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If the record is not listed here, refer to the Retention for City-Wide Standards										
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.										
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
POLICE / DISPATCH										
Police / Dispatch	PD-001	Audio Recordings or Tapes - **(CAD/RMS)** Recordings of Telephone & Radio Communications Dispatch Tapes (CAD)	180 days		180 days		Mag			Department Preference; ~~Statewide guidelines propose 180 days~~ (legally mandated for 100 days); (may be discoverable or made public in some circumstances), GC §§34090, 34090.6
Police / Dispatch	PD-002	Vehicle Repossession Notifications (Call for Service)	When No Longer Required		When No Longer Required		Mag, Ppr			Preliminary Drafts; GC§ 34090 et seq.
DETECTIVES / INVESTIGATIONS										
Police / Investigat.	PD-002.5	Drone (Unmanned Aerial Vehicle) Recordings	When No Longer Required		When No Longer Required		Mag			Does not record regular and ongoing operations; GC §34090.6 et seq.
Police / Investigat.	PD-003	Detectives Investigation Files and Arrest Files - Crimes **Other Than Homicide**	When No Longer Required		When No Longer Required		Mag, Ppr			Final reports and records are transferred to the case file stored in Records; GC §34090 et seq.
Police / Investigat.	PD-004	Detectives Investigation Files and Arrest Files - **Homicide**	P		P		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Final reports and records are transferred to the case file stored in Records; GC §34090 et seq.
Police / Investigat.	PD-005	Informant Files	5 years		5 years		Mag, Ppr			Informant information; Does not contain criminal intelligence information concerning individuals; Department preference GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Police / Investigat.	PD-006	Intelligence Files (Criminal Intelligence Files)	No Longer than 5 years		No Longer than 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: When Superseded	Files contain criminal intelligence information concerning an individual only if there is reasonable suspicion that the individual is involved in criminal conduct or activity and the information is relevant to that criminal conduct or activity. Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years; 28 CFR 23.20(h); GC §34090
Police / Investigat.	PD-007	Investigation Files	~~When No Longer Required~~ Minimum 2 years		~~When No Longer Required~~ Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: When Superseded	Department preference (Not Intelligence files); GC §34090
Police / Investigat.	PD-008	Pawn Slips	2 years		2 years		Mag, Ppr			Department Preference to provide information to other agencies; Non-records used for investigations; Originals entered into the State Automated Property System; most agencies retain for 2 years; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Police / Investigat.	PD-009	Registrants: Arson - **Adults**	5 years	P	P		Mag, Mfr, OD, Ppr	S/M/I	Yes: After 5 years	Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Investigat.	PD-010	Registrants: Arson - **Juveniles** released from California Youth Authority	Age 25 or Sealing Date + 5 years		Age 25 or Sealing Date + 5 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Pursuant to PC §457.1 et seq.; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Investigat.	PD-011	Registrants: Sex Offenders - **Adults**	P		P		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Police / Investigat.	PD-012	Registrants: Sex Offenders - **Juveniles**	P or Sealing Date + 5 years (or Court Order)		P or Sealing Date + 5 years (or Court Order)		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.; W&I §781;
Police / Investigat.	PD-013	Veterans Advisory Commission **AGENDA PACKETS & AGENDAS**	~~When No Longer Required~~ Minimum 2 years		~~When No Longer Required~~ Minimum 2 years		Mag, Ppr			Brown Act challenges must be filed within 30 or 90 days of action; GC §§34090, 54960.1(c)(1)

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
City Clerk	PD-014	Veterans Advisory Commission **MINUTES**	Copies - When No Longer Required		Copies - When No Longer Required	Yes	Mag, Mfr, OD, Ppr	S	Yes: After 10 years	Send originals to the City Clerk; GC §34090.7
PATROL										
Police / Patrol	PD-015	Canine (Police Dogs) Program Files / Training Files: **Animal Files**	Separation + 3 years		Separation + 3 years		Mag, Ppr			3 years is required for animal care / treatment records; FA §32003(e), PC §597.1(d); GC §34090 et seq.
Police / Patrol	PD-016	Canine (Police Dogs) **Program Files**: Action Reports, Monthly Reports	5 years		5 years		Mag, Ppr			Department preference; GC §34090 et seq.
Police / Patrol	PD-017	PAS Device Calibration Logs	5 years		5 years		Mag, Ppr			Department preference; GC §34090 et seq.
Police / Patrol	PD-018	Patrol Ride-A-Long Waiver Form	2 years		2 years		Mag, Ppr			GC §34090 et seq.
Police / Patrol	PD-019	Pursuit Critiques	2 years		2 years		Mag, Ppr			GC § 34090 et seq.
Police / Patrol	PD-020	Special Events / Ops Plan	~~When No Longer Required -~~ Minimum 2 years		~~When No Longer Required -~~ Minimum 2 years		Mag, Ppr			Department preference; GC §34090 et seq.
Police / Patrol	PD-021	Traffic Control: Radar Calibration Records	Life of the Equipment + 2 years		Life of the Equipment + 2 years		Mag, Ppr			Department preference; GC §34090 et seq.
Police / Patrol	PD-022	Use of Force Review (Involving Employees)	Incident + 5 years		Incident + 5 years		Mag, Ppr			Department preference; GC §§12946, 12960, 34090
PROPERTY & EVIDENCE / LABORATORY										

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Police / Property & Evidence	PD-023	Crime Report Photos	Follows the Retention Period of the Evidence		Follows the Retention of the Evidence		Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department Preference; GC §34090
Police / Property & Evidence	PD-024	Forfeiture Notification	5 years		5 years		Mag, Ppr			Per Federal DOJ requirements (Equitable Sharing Guide); GC §34090
Police / Property & Evidence	PD-025	Gun and Narcotics Destruction Log (Documents related to)	10 years		10 years		Mag, Ppr			Department Preference; GC §34090
Police / Property & Evidence	PD-026	Latent Print File	Follows the Retention Period of the Evidence		Follows the Retention of the Evidence		Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department Preference; GC §34090
Police / Property & Evidence	PD-027	Lost & Found Property (Documents related to)	2 years		2 years		Mag, Ppr			GC §34090
RECORDS										
Police / Records	PD-028	Backgrounds (Excludes Employees) - Local Criminal History Review	2 years		2 years		Mag, Ppr			GC §34090
Police / Records	PD-029	Citations - Moving Violations, Marijuana / Cannabis, Parking	2 years		2 years		Mag, Ppr			Department preference (the Statute of Limitation for collections is 5 years from the date of the last violation); CVC 40222(b); GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Police / Records	PD-070	Citations - Payment Plans for outstanding parking citations received by indigent persons	Fully Paid, Written off, or Forgiven + 5 years		Fully Paid, Written off, or Forgiven + 5 years		Mag, Ppr			Department preference (the Statute of Limitation for collections is 5 years from the date of the last violation); CVC 40222(b); GC §34090
Police / Records	PD-030	Crime Statistics / National Incident-Based Reporting System (NIBRS) / Uniform Crime Reports (UCR) - Summaries (BCS)	2 years		2 years		Mag, Ppr			GC §34090
Police / Records	PD-031	Field Investigation Cards (FI's) - **After Entry into to RMS**	When No Longer Required		When No Longer Required		Mag, Ppr			Preliminary Drafts; GC§ 34090 et seq.
Police / Records	PD-032	Field Investigation Cards (FI's) - **NOT entered into to RMS**	2 years		2 years		Mag, Ppr			GC §34090
Police / Records	PD-033	NCIC Validation	2 years		2 years		Mag, Ppr			GC §34090
Police / Records	PD-034	Personnel **Background Packet - POLICE EMPLOYEES or CADETS Unsuccessful** (NOT hired)	Send To Human Resources		Send To Human Resources	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After Separation + 1 year	Department preference; EEOC / FLSA / ADEA (Age) requires 3 years; State Law requires 2 - 3 years; 29 CFR 1627.3(b)(i), 29 CFR 1602.14 et seq.; 8 CCR §11040.7(7)(C) ; GC §§12946, 12960, 34090
Police / Records	PD-035	Pitchess Motion Files	Final Disposition + 5 years		Final Disposition + 5 years		Mag, Ppr			Department preference; GC §34090

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Police / Records	PD-036	POLICE REPORTS / INCIDENT REPORTS: **Firearms entered into CLETS (if not Permanent Retention) - Found / Recovered Firearms**	Firearm Found or Recovered		Firearm Found or Recovered	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC	PC§ 11108.2(b); GC§ 34090
Police / Records	PD-037	POLICE REPORTS / INCIDENT REPORTS: **Misdemeanor or Infraction - Adult Marijuana / Cannabis** - H&S §11357(b)(c)(d)(e) or H&S §11360(b) (with procedure in H&S §11361.5) - Except those with outstanding stolen property, including firearms, or lost firearms	2 years		2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	("Shall" Destroy); H&S §11361.5; GC §34090
Police / Records	PD-038	POLICE REPORTS / INCIDENT REPORTS: **ALL, Except Those Specifically Mentioned in the Schedule** e.g., 5150, Detention Reports, etc.	5 years		5 years	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290 Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq.

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Police / Records	PD-039	POLICE REPORTS / INCIDENT REPORTS: **Capital Crimes / Homicides / Major Crimes / Serious Felonies / Sex Crimes / Child Abuse / Felony DNA** (Crimes Subject to the Death Penalty), Sex Crimes, Substantiated Child Abuse or Severe Neglect (Adults Only) (PC §288, 290, WIC 707(b)), PC 803(h)	P		P	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; DOJ retains CACI (Child Abuse Central Index) information for adults 100 years; No limitations on commencement of action; Courts keep permanently PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, 290, 799, 803(h), 11169 et seq.; 11170(a); WIC 707(b)
Police / Records	PD-040	POLICE REPORTS / INCIDENT REPORTS: **Factually Innocent Petition Accepted Records** Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, or lost firearms	Date of Arrest + 3 years		Date of Arrest + 3 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Individual petitions District Attorney; Sheriff concurs that person is factually innocent, then seals record ("Shall" Destroy); GC §34090; PC §851.8(a)
Police / Records	PD-065	POLICE REPORTS / INCIDENT REPORTS: **Juvenile Child Abuse or Severe Neglect**	Date of Incident + 10 years, If No Subsequent Reports		Date of Incident + 10 years, If No Subsequent Reports	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC	PC §§11169(i); 11170(a); GC §34090

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Police / Records	PD-041	POLICE REPORTS / INCIDENT REPORTS: **Misdemeanor or Infraction - Juvenile Marijuana / Cannabis** - H&S §11357 - Except those with outstanding stolen property, including firearms, or lost firearms	Conviction or Arrest (if No Conviction) + 2 years		Conviction or Arrest (if No Conviction) + 2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	(Courts and other Agencies "Shall" Destroy); H&S §11361.5; GC §34090
Police / Records	PD-042	POLICE REPORTS / INCIDENT REPORTS: Misdemeanor or Infraction Marijuana / Cannabis §11357(d) - **Juvenile on School Grounds during School Hours** (with procedure in H&S §11361.5)	Offender is 18 Years Old		Offender is 18 Years Old	Yes	Mag, Ppr			(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., 11357(d)
Police / Records	PD-043	POLICE REPORTS / INCIDENT REPORTS: **Missing Persons (Returned)**	Until CLETS Entry No Longer Exists - **Minimum 2 years**		Until CLETS Entry No Longer Exists - **Minimum 2 years**	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; GC §34090

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Police / Records	PD-044	POLICE REPORTS / INCIDENT REPORTS: **Sealed Juvenile and Ward Cases** - Except Childhood Sexual Assault Child Abuse or Severe Neglect, (Substantiated),, those with outstanding stolen property, including firearms, or lost firearms	Sealing Date + 5 years (Or Court Order)		Sealing Date + 5 years (or Court Order)	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Statute of Limitations runs up to age of majority + 22 years, or within five years of date of discovery of injury / illness; sealed records for juveniles and wards of the Court must be destroyed 5 years after sealing date; CCP §§340.1, GC §34090; W&I §§389(a), 781(d)
Police / Records	PD-044.1	POLICE REPORTS / INCIDENT REPORTS: **Sealed Juvenile and Ward Cases** - Childhood Sexual Assault	Keep for Life of Victim		Keep for Life of Victim	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	CCP §§340.1, GC §34090
Police / Records	PD-044.5	POLICE REPORTS / INCIDENT REPORTS: **Vacatur Relief Granted by Court - Victim of Human Trafficking (Nonviolent Crimes)**	Upon Court Order, Not to Exceed 1 year		Upon Court Order, Not to Exceed 1 year		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Individual petitions Court ("Shall" Destroy); PC §§236.14(k)
Police / Records	PD-045	Public Information Requests	2 years		2 years		Mag, Ppr			GC §34090
Police / Records	PD-045.5	Registrants: Gang **Adults**	Minimum 5 years		Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (registration pursuant to PC 186.30(a)); GC §34090

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RECORDS RETENTION SCHEDULE: POLICE

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Police / Records	PD-045.6	Registrants: Gang **Juveniles**	Sealing Date + 5 years		Sealing Date + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (registration pursuant to PC 186.30(a)); Records are destroyed pursuant to W&I §781;GC §34090
Police / Records	PD-046	Registrants: Narcotic	5 years		5 years		Mag, Ppr			Department Preference; Registration is required for 5 years; GC §34090, H&S §11590 et seq., H&S §11594(a)
Police / Records	PD-047	**RMS Database**	Indefinite - Follows Retention of the Crime Report		Indefinite - Follows Retention of the Crime Report	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Police / Records	PD-047.5	STOP Source Data, Audit Log / Racial and Identity Profiling Act (RIPA) Annual Report	3 years		3 years		Mag, Ppr			11 CCR 999.228; 11 CCR 999.229; GC §34090
Police / Records	PD-048	Subpoenas (Police Civil Personal Appearance)	2 years		2 years		Mag, Ppr			GC §34090
TEMPORARY HOLDING FACILITY										
Police / Temp. Holding Facility	PD-049	Booking Folders (Property, Medical, etc.)	2 years		2 years		Mag, Ppr			Department preference; GC §34090 et seq.
Police / Temp. Holding Facility	PD-050	Booking Log	2 years		2 years		Mag, Ppr			Department preference; GC §34090 et seq.

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Police / Temp. Holding Facility	PD-051	Cell Checks / Cell Log / Sergeant's Log	2 years		2 years		Mag, Ppr			Department preference; GC §34090 et seq.
TRAINING / PROFESSIONAL STANDARDS										
Police / Training / Profess. Standards	PD-052	CCW (Carry Concealed Weapon) Permits - **Approved**	Expiration + 2 years		Expiration + 2 years	Yes	Mag, Ppr			Department Preference; GC § 34090 et seq.
Police / Training / Profess. Standards	PD-053	CCW (Carry Concealed Weapon) Permits - **Denied**	2 years		2 years	Yes	Mag, Ppr			GC § 34090 et seq.
Police / Training / Profess. Standards	PD-054	Department Policies & Procedures / Operation Directives / General Orders / Lexipol (Department Policies and Procedures)	~~When No Longer Required -~~ Minimum 5 years		~~When No Longer Required -~~ Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After superseded	Department Preference; GC § 34090 et seq.
Police / Operations	PD-066	Officer Recordings: Body-Worn Cameras – **LOGS of Access or Deletion of Data**	P		P		Mag			PC§ 832.18(b)(5)(E); GC §34090.6 et seq.
Police / Operations	PD-067	Officer Recordings: Body-Worn Cameras - **that ARE evidence, Officer Involved Shootings / Detention or Arrest / Complaints**	~~When No Longer Required -~~ Minimum 2 years		~~When No Longer Required -~~ Minimum 2 years		Mag			PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Operations	PD-068	Officer Recordings: Body-Worn Cameras - **that are NOT evidence**	60 days		60 days		Mag			PC§ 832.18(b)(5)(A); GC §34090.6 et seq.

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Police / Records	PD-069	Officer Recordings: **Mobile Audio Video (MAV) Recordings** (Mobile in-Car Video) that are **not** evidence	2 years		2 years		Mag			Consistent with Lexipol Section 446.10.1& LPD Policy 425.10; Those segments of videos that are determined to be evidence are copied onto a different tape and retained for the same length of time as the crime report (see crime reports for legal citations); GC §34090.6 et seq.
Police / Training / Profess. Standards	PD-056	Personnel **Discipline** File - Internal Affairs Investigations / Complaints: **CIVILIAN - GENERATED COMPLAINTS - WITHOUT Sustained Finding of Misconduct as defined in PC §832.7** (May include criminal acts, moral turpitude, complaints generated from a citizen)	Final Disposition + 5 years		Final Disposition + 5 years		Mag, Ppr			Consistent with Lexipol Policy; State requires for at least 5 years for Civilian's complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years after the discovery of the offense for misconduct in office; PC §§832.5, 832.7, 801.5, 803(c); EVC § 1045(b)(1), GC §§12946, 12960, 34090; VC §2547
Police / Training / Profess. Standards	PD-056.1	Personnel **Discipline** File - Internal Affairs Investigations / Complaints: **CIVILIAN - GENERATED COMPLAINTS - WITH Sustained Finding of Misconduct as defined in PC §832.7**	Final Disposition + 15 years		Final Disposition + 15 years		Mag, Ppr			PC §§832.5, 832.7; GC §34090

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Police / Training / Profess. Standards	PD-057	Personnel **Discipline** File - Internal Affairs Investigations / Complaints: **INTERNAL COMPLAINTS**	Final Disposition + 5 years		Final Disposition + 5 years		Mag, Ppr			Exceeds with Lexipol Policy; Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 2 - 3 years; 29 CFR 1627.3(b)(i), 29 CFR 1602.14 et seq. 2 CCR 7287.0(c)(2), GC §§12946, 12960, 34090
Police / Training / Profess. Standards	PD-058	Personnel Files - **Police Department Employees or Cadets** Includes Evaluations, Commendations, etc.	Send to Human Resources Upon Separation		Send to Human Resources Upon Separation	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After Separation + 1 year	Department preference; ~~Statewide guidelines propose 7 years;~~ Calif. Labor Division is required to keep their records 7 years; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 - 3 years; 29 CFR 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090

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Police / Training / Profess. Standards	PD-059	Personnel Files - **Training File** Includes Training Certificates, etc.	Send to Human Resources Upon Separation		Send to Human Resources Upon Separation	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After Separation + 1 year	Department preference; ~~Statewide guidelines propose 7 years;~~ Calif. Labor Division is required to keep their records 7 years; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 - 3 years; 29 CFR 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
Police / Training / Profess. Standards	PD-071	Report of data regarding the number, type, or disposition of complaints made against its officers (optional)	2 years		2 years		Mag, Ppr			Reports not otherwise falling under another category, e.g., PD-056 (example DOJ annual statistics); GC §34090 et seq.
Police / Training / Profess. Standards	PD-072	Report to the State Commission on Peace Officer Standards and Training (POST Commission) pursuant to §PC 13510.9	Disposition Reported to POST + 2 years		Disposition Reported to POST + 2 years		Mag, Ppr			PC §13510.9; GC § 34090 et seq.
Police / Training / Profess. Standards	PD-060	Reports and Studies regarding Police operations (not historical - staffing, overtime, etc.)	~~When No Longer Required~~ – Minimum 2 years		~~When No Longer Required~~ – Minimum 2 years		Mag, Ppr			Department Preference; GC § 34090 et seq.

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Police / Training / Profess. Standards	PD-061	Training - **COURSE RECORDS** (Attendance Rosters, Outlines and Materials; includes Use of Force training, safety training, etc.)	5 years		5 years		Mag, Ppr			Department preference; Rosters are sent to POST; ~~Statewide guidelines propose 7 years;~~ Calif. Labor Division is required to keep their records 7 years; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 - 3 years; 29 CFR 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
Police / Training / Profess. Standards	PD-062	Volunteer **Background Packet**	Send to Human Resources Upon Separation		Send to Human Resources Upon Separation	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After Separation + 1 year	Department preference; EEOC / FLSA / ADEA (Age) requires 3 years; State Law requires 2 - 3 years; 29 CFR 1627.3(b)(i), 29 CFR 1602.14 et seq GC §§12946, 12960, 34090
Police / Training / Profess. Standards	PD-063	Volunteer **Personnel Files** (CERT, etc.)	Send to Human Resources Upon Separation		Send to Human Resources Upon Separation	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After Separation + 1 year	Department preference; EEOC / FLSA / ADEA (Age) requires 3 years; State Law requires 2 - 3 years; 29 CFR 1627.3(b)(i), 29 CFR 1602.14 et seq GC §§12946, 12960, 34090
Police / Training / Profess. Standards	PD-064	Weapons Database / Department Weapons (Department-issued Weapons)	Indefinite - Permanent		Indefinite - Permanent	Yes	Mag			Data Fields / Records are interrelated; GC §34090

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RECORDS RETENTION SCHEDULE: PUBLIC WORKS / PARKS & BUILDING MAINT.

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PUBLIC WORKS / PARKS & BUILDING MAINTENANCE										
Public Works / Parks & Building Maint.	P&BM-001	AQMD Permits (Generators, etc.)	5 years		5 years		Mag, Ppr			Department Preference; GC §34090; 40 CFR 70.6
Public Works / Parks & Building Maint.	P&BM-002	Generator Operation Logs (for fixed / stationary generators) / Inspections	3 years		3 years		Mag, Ppr			Department Preference (2 years is required by AQMD); GC §34090
Public Works / Parks & Building Maint.	P&BM-003	Hazardous Waste Manifests / Certificates of Disposal	5 years	P	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (test results for hazardous waste generators are required for 3 years); 40 CFR 262.40, 8 CCR 3204(d)(1)(A), 22 CCR 66262.40
Public Works / Parks & Building Maint.	P&BM-004	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment		Life of Facility or Equipment		Mag, Ppr			Department Preference; GC §34090 et. seq.
Public Works / Parks & Building Maint.	P&BM-005	Playground Inspections	2 years		2 years		Ppr			GC §34090
Lead Dept.	P&BM-006	Pre-Trip Inspections / DOT Program / CHP Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		2 years		Ppr			GC §34090; 13 CCR 1234(3)

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Public Works / Parks & Building Maint.	P&BM-007	Underground Service Alerts (USA's) / Dig Alerts- Our Locate and Marks Only	3 years		3 years		Mag, Ppr			Department Preference (the Regional Notification Center has the obligation to retain the notice for 3 years); GC §§4216.2(f) & 4216.3(ed), 34090
Public Works / Parks & Building Maint.	P&BM-008	Used Oil Disposal	3 years		3 years		Mag, Ppr			22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
Public Works / Parks & Building Maint.	P&BM-009	Vehicle & Equipment **Database**	Indefinite - Disposal of Vehicle or Equipment + 2 years		Indefinite - Disposal of Vehicle or Equipment + 2 years	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Public Works / Parks & Building Maint.	P&BM-010	Vehicle & Equipment History Files Maintenance, Smog Certificates, Registrations	Disposal of Vehicle or Equipment + 2 years		Disposal of Vehicle or Equipment + 2 years		Mag, Ppr			Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. seq., 13 CCR 1234(f); GC §34090
Division Providing Service / Work	P&BM-011	Work Orders / Service Requests **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years		Indefinite - Minimum 5 years		Mag			Data is interrelated; GC §34090

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(OFR)			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Division Providing Service / Work	P&BM-012	Work Orders / Service Requests - **All Information Entered in CMMS Database** (Paper drafts)	When No Longer Required		When No Longer Required		Mag Ppr			Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	P&BM-013	Work Orders / Service Requests - **NOT entered in CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years		5 years		Mag Ppr			City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090

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RECORDS RETENTION SCHEDULE: PUBLIC WORKS / POOL

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
PUBLIC WORKS / POOL										
Public Works / Pool	POOL-001	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment		Life of Facility or Equipment		Mag, Ppr			Department Preference; GC §34090 et. seq.
Public Works / Pool	POOL-002	Pool Chemical **Additions**	30 years		30 years		Mag, Ppr			Department preference; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090
Public Works / Pool	POOL-003	Pool Chemical **Readings**	5 years		5 years		Mag, Ppr			Health Department regulations; GC §34090
Division Providing Service / Work	POOL-004	Work Orders / Service Requests **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years		Indefinite - Minimum 5 years		Mag			Data is interrelated; GC §34090
Division Providing Service / Work	POOL-005	Work Orders / Service Requests - **All Information Entered in CMMS Database** (Paper drafts)	When No Longer Required		When No Longer Required		Mag Ppr			Preliminary drafts (the database is the original); GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Division Providing Service / Work	POOL-006	Work Orders / Service Requests - **NOT entered in CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years		5 years		Mag Ppr			City Preference; CCP §§338 et seq., 340 et seq., 342; GC §34090

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RECORDS RETENTION SCHEDULE: PUBLIC WORKS / SEWER

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
PUBLIC WORKS / SEWER										
Public Works / Sewer	SEW-001	CCTV Collection Line Inspection Tapes / Video Inspections / Video Tapes or Digital Recordings	5 years		5 years		Mag			Department Preference; GC §34090 et seq.
Public Works / Sewer	SEW-002	Community Outreach / Notification of Projects	2 years		2 years		Mag, Ppr			Department Preference; GC §34090
Public Works / Sewer	SEW-003	Complaints	2 years		2 years		Mag, Ppr			Department Preference; GC §34090
Public Works / Sewer	SEW-004	Confined Space Entries	2 years		2 years		Mag, Ppr			8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6); GC §34090
Public Works / Sewer	SEW-005	Correspondence - **Regulatory Agencies**	Minimum 10 years		Minimum 10 years	Yes: While Active Issues	Mag, Ppr			Department Preference; Some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §34090
Lead Dept.	SEW-006	Emergency Call Out Logs / Storm Call Out Logs /	5 years		5 years		Mag, Ppr			Department preference (used for FEMA / OES reimbursements); GC §34090
Public Works / Sewer	SEW-007	Equipment History Files (See Fleet for Vehicles)	Disposal of Equipment + 2 years		Disposal of Equipment + 2 years		Mag, Ppr			Department Preference; GC §34090
Public Works / Sewer	SEW-019	FOG (Fats, Oil & Grease) / Source Control	3 years		3 years		Mag, Ppr			Department Preference; POTW reports are required for 3 years; 40 CFR 403.12; GC §34090
Public Works / Sewer	SEW-020	Generator Operation Logs (for **Portable /Emergency Generators)**	5 years		5 years		Mag, Ppr			AQMD Rule 1470; Form 400–E–13a instructions, GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Public Works / Sewer	SEW-008	Generator Operation Logs (for **Fixed / Stationary Generators)** / Inspections	3 years		3 years		Mag, Ppr			AQMD Rule 1470; GC §34090
Public Works / Sewer	SEW-009	Lift Station - Inspections, Maintenance, Repairs, Service Requests, Alarm Recording, Logs, Charts, Flow Monitoring, Voltage Readings, Permits	Minimum 2 years		Minimum 2 years		Mag, Ppr			Department Preference WC §13263.2(b) et seq.; 40 CFR 122.41(j)(2)GC §34090
Public Works / Sewer	SEW-010	Maintenance, Cleaning, Repairs, Stoppage Calls, Spills, Line Replacement	Minimum 3 years		Minimum 3 years		Mag, Ppr			Department Policy; WC §13263.2(b) et seq.; 40 CFR 122.41(j)(2)GC §34090
Lead Dept.	SEW-011	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment		Life of Facility or Equipment		Mag, Ppr			Department Preference; GC §34090 et. seq.
Public Works / Sewer	SEW-012	Sanitary Spills and Overflows (SSOs)	5 years		5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for a minimum of 5 years; SWRCB Order 2002-0103-DWQ & 2006-03; 40 CFR 122.41(j)(2); GC §34090
Public Works / Sewer & Water	SEW-013	SCADA Database / Historian	Indefinite - Minimum 5 years		Indefinite - Minimum 5 years	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Public Works / Sewer	SEW-014	Sewer System Management Plans (SSMP) and Audits / Sanitary Spills Overflow Prevention Plan (SSOPP) and Sanitary Sewer Overflow Response Plan	P		P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; SSMPs are required to be updated every 6 ~~5~~ years; SSOs are required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB General Order 2006-03; & 2022-0103-DWQ; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Lead Dept.	SEW-015	Underground Service Alerts (USA's) / Dig Alerts	3 years		3 years		Mag, Ppr			Department Preference (the Regional Notification Center has the obligation to retain the notice for 3 years); GC §§4216.2(f) & 4216.3(e~~d~~), 34090
Division Providing Service / Work	SEW-016	Work Orders / Service Requests **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years		Indefinite - Minimum 5 years		Mag			Data is interrelated; GC §34090
Division Providing Service / Work	SEW-017	Work Orders / Service Requests - **All Information Entered in CMMS Database** (Paper drafts)	When No Longer Required		When No Longer Required		Mag Ppr			Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	SEW-018	Work Orders / Service Requests - **NOT entered in CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years		5 years		Mag Ppr			City Preference; CCP §§338 et seq., 340 et seq., 342; GC §34090

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RECORDS RETENTION SCHEDULE: PUBLIC WORKS / STREETS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
(OFR)			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
If the record is not listed here, refer to the Retention for City-Wide Standards										
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.										
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
PUBLIC WORKS / STREETS										
Lead Dept.	ST-001	Pre-Trip Inspections / DOT Program / CHP Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		2 years		Ppr			GC §34090; 13 CCR 1234(c)
Lead Dept.	ST-002	Street Sweeping Logs	3 years		3 years		Mag, Ppr			Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.
Division Providing Service / Work	ST-003	Work Orders / Service Requests **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years		Indefinite - Minimum 5 years		Mag			Data is interrelated; GC §34090
Division Providing Service / Work	ST-004	Work Orders / Service Requests - **All Information Entered in CMMS Database** (Paper drafts)	When No Longer Required		When No Longer Required		Mag Ppr			Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	ST-005	Work Orders / Service Requests - **NOT entered in CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years		5 years		Mag Ppr			City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090

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RECORDS RETENTION SCHEDULE: PUBLIC WORKS / UNDERGROUND UTILITY

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If the record is not listed here, refer to the Retention for City-Wide Standards										
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.										
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
PUBLIC WORKS / UNDERGROUND UTILITY										
Public Works / Under. Utility Construct. & Maint.	UU-001	Capital Improvement Projects (CIP): **Administration File** Project Administration, Certified Payrolls, Construction Manager's Logs, Daily Inspections, Project Schedules, Progress meetings, Real Estate Appraisals, RFIs & Responses, etc.	Upon Completion	1 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Ppr			Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; ~~Statewide guidelines propose termination + 5 years;~~ CCP §337 et. seq., GC §34090
Public Works / Under. Utility Construct. & Maint.	UU-002	Capital Improvement Projects (CIP): **Permanent File** Plans, Specifications & Addenda, Agreement / Contract, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Operations & Maintenance Manuals (O&M Manuals,) Materials Testing Reports, Grading Permits, Insurance Certificates, Hazardous Materials Plans, Notice of Completion, Photos, Soils Reports, Studies, Submittals, Surveys, etc.	Upon Completion	P	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: Complet. + 10 years	Department preference; retained for disaster preparedness purposes; ~~Statewide guidelines propose Permanent for Infrastructure plans;~~ GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Division Providing Service / Work	UU-003	Work Orders / Service Requests **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years		Indefinite - Minimum 5 years		Mag			Data is interrelated; GC §34090
Division Providing Service / Work	UU-004	Work Orders / Service Requests - **All Information Entered in CMMS Database** (Paper drafts)	When No Longer Required		When No Longer Required		Mag Ppr			Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	UU-005	Work Orders / Service Requests - **NOT entered in CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years		5 years		Mag Ppr			City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090

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RECORDS RETENTION SCHEDULE: PUBLIC WORKS / WATER

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
PUBLIC WORKS / WATER										
Public Works / Water	WTR-001	Backflow Test Results / Backflow Assembly Test Reports	5 years		5 years		Mag, Ppr			Department preference; 17 CCR 7605(f); GC §34090
Lead Depart.	WTR-002	Confined Space Entries	2 years		2 years		Mag, Ppr			8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6);GC §34090
Public Works / Water	WTR-003	Conservation Programs / Rebate Programs / Check Requests	5 years		5 years		Mag, Ppr			Department Preference (meets auditing standards); GC §34090
Public Works / Water	WTR-004	Customer Concerns / Customer Complaints: Odor / Taste / Visual Complaints about Potable Water (Correspondence)	5 years		5 years		Mag, Ppr			5 years is required in State and Federal law for any complaints; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b); 22 CCR 64470(a)
Public Works / Water	WTR-005	Environmental Agencies / Regulatory Agencies (EPA, DHS, etc.)	Minimum 10 years		Minimum 10 years		Mag, Ppr			Department Preference; GC §34090
Public Works / Water	WTR-006	Fire Hydrant Flow Tests (Development or Maintenance) - **Paper**	Minimum 10 years		Minimum 10 years		Mag, Ppr			Department Preference; GC §34090
Public Works / Water	WTR-007	Lab Reports & Chains of Custody: **Bacteriological and Organics**	5 years		5 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	40 CFR 141.33(a) and (b)(1); 22 CCR §64470
Public Works / Water	WTR-008	Lab Reports & Chains of Custody: **Chemical** (Includes Chlorine Residuals)	10 years		10 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	State law requires 10 years, Federal 10 years; 40 CFR 141.33(a)

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Public Works / Water	WTR-009	Lab Reports & Chains of Custody: **Lead & Copper**	18 years		18 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Required for 12 years or 2 compliance cycles;); 22 CCR 64400.25; 22 CCR §64470, 40 CFR 141.33(a); 22 CCR 64690.80; 40 CFR 141.91
Public Works / Water	WTR-010	Log Book (Pump Houses)	7 years		7 years		Mag Ppr			Department Preference; GC §34090
Lead Dept.	WTR-011	Operations & Maintenance Manuals / O & M Manuals	Disposal of Equipment		Disposal of Equipment		Mag, Ppr			Department preference; GC §34090
Lead Dept.	WTR-012	Pre-Trip Inspections / DOT Program / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		2 years		Ppr			13 CCR 1234(c); GC§34090
Public Works / Water	WTR-013	SCADA **Database** (Water) (Supervisory Control and Data Acquisition)	Indefinite - Minimum 5 years		Indefinite - Minimum 5 years	Yes	Mag			Data is interrelated; system qualifies as a "trusted system"; GC §§34090, 12168.7
Public Works / Water	WTR-014	Surveys of Water System	10 years		10 years		Mag, Ppr			40 CFR 141.33(c)
Lead Dept.	WTR-015	Underground Service Alerts (USA's) / Dig Alerts	5 years		5 years		Mag, Ppr			Department Preference (the warrantee period for work done is 5 years); GC §34090
Public Works / Water	WTR-016	Urban Water Management Plans (UWMP)	P		P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After 10 years	Department Preference (copies) GC §34090.7
Public Works / Water	WTR-017	Videos - Water Wells, Repairs, Reservoirs, Tanks, etc.	P		P		Mag			Department preference; GC §34090

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Public Works / Water	WTR-018	Vulnerability Assessment / Emergency Response Plan / Risk & Resiliency Assessment / Hazard Mitigation Plan	When Superseded Minimum 2 years		When Superseded - Minimum 2 years		Mag, Ppr			Confidential; 42 USC 300i-2(d~~e~~); GC §34090 et seq.
Public Works / Water	WTR-019	Water Forecasts / Urban Water Management Forecast / Future Developments, etc.	5 years		5 years		Mag, Ppr			Department Preference (copies) GC §34090.7
Public Works / Water	WTR-020	Water Production Reads / Reports (to State DPH & DWR)	5 years		5 years		Mag, Ppr			Department Preference; Meets California Department of Health requirements (3 years); GC §34090
Public Works / Water	WTR-021	Water Quality Reports / Consumer Confidence Reports	12 years	P	P		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department preference; State law requires 12 years, federal 10 years; 40 CFR 141.33(a); 22 CCR 64470; 22 CCR §64483; GC §34090
Public Works / Water	WTR-022	Water Resources Planning Historical Reports / Water Assessments	P		P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090
City Clerk	WTR-023	Water Supply Agreements	Copies - When No Longer Required		Copies - When No Longer Required	Yes	Mag, Mfr, OD, Ppr	S	No	GC §34090.7
Public Works / Water	WTR-024	Water Transactions - Annual Summary	5 years		5 years		Mag, Ppr			Department Preference; GC §34090
Public Works / Water	WTR-025	Well Records (includes Destroyed or Abandoned Wells)	P		P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §34090

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).										
Division Providing Service / Work	WTR-026	Work Orders / Service Requests **CMMS DATABASE** (Computerized Maintenance Management System)	Indefinite - Minimum 5 years		Indefinite - Minimum 5 years		Mag			Data is interrelated; GC §34090
Division Providing Service / Work	WTR-027	Work Orders / Service Requests - **All Information Entered in CMMS Database** (Paper drafts)	When No Longer Required		When No Longer Required		Mag Ppr			Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	WTR-028	Work Orders / Service Requests - **NOT entered in CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years		5 years		Mag Ppr			City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090

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CITY OF LAKEPORT

City Council ☒
City of Lakeport Municipal Sewer District ☐
Lakeport Redevelopment Successor Agency ☐
Lakeport Industrial Development Agency ☐
Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE: Notice of Completion for Lakefront Park Project, Bid No 21-04	**MEETING DATE:** 04/16/2024
SUBMITTED BY: Ron Ladd, Public Works Director	
PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to adopt a resolution accepting the Lakefront Park Project, Bid No 21-04, as complete and authorize the City Manager to file a Notice of Completion.

BACKGROUND/DISCUSSION:

On August 16, 2022, the City Council awarded a Construction Contract to Builder Solutions, Inc., for the Lakefront Park Project, Bid No 21-04, in the amount of $4,399,381.00.

The project created a 6.9 acre park at 800-810 North Main Street. In a ceremony and grand opening event held October 26, 2023, the park was officially named Xabatin Park. The project included construction of a basketball court, splash pad, skate park, concession building with restrooms, shade structures, picnic areas, fitness equipment, a pavilion, lighting, irrigation, and landscaping.

The City of Lakeport Public Works Department has reviewed the project and determined that it has been completed in substantial compliance with the project plans and specifications. Through various change orders totaling $135,509.14 the total cost of the construction contract came out to $4,534,890.14.

OPTIONS:

No other options recommended

FISCAL IMPACT:

☐ None ☐ $ Budgeted Item? ☒ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: $

Affected fund(s): ☒ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments:

COUNCIL PRIORITIES:

☐ Priority #1: Public Safety & Crisis Response

☐ Priority #2: Disaster Resiliency

☐ Priority #3: Good Governance & Fiscal Stability

☒ Priority #4: Capital Infrastructure Improvement

☒ Priority #5: Safe, Sustainable & Attractive Neighborhoods

☒ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to adopt the resolution accepting construction of the Lakefront Park Project by Builder Solutions, Inc. and authorize the filing of the Notice of Completion.

Attachments:

1. Resolution
2. Notice of Completion

RESOLUTION NO. XXX___ (2024)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT ACCEPTING CONSTRUCTION OF THE LAKEFRONT PARK PROJECT, BID NO 21-04, AND AUTHORIZINGTHE FILING OF THE NOTICE OF COMPLETION

WHEREAS, the final inspection of the Lakefront Park Project, Bid No 21-04, was made by the City of Lakeport's Public Works Department; and

WHEREAS, it was determined that the work for this project has been completed in substantial compliance with the project plans and specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKEPORT AS FOLLOWS:

1. The City Council hereby accepts the work as completed on the Lakefront Park Project, Bid No 21-04.

2. The City Manager is authorized and directed to execute the Notice of Completion to be filed with the County of Lake.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Lakeport held on the on the 16th day of April, 2024 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

_____
Michael Froio, Mayor
City of Lakeport

ATTEST:

_____
Kelly Buendia, City Clerk
City of Lakeport

RECORDING REQUESTED BY
City of lakeport

AND WHEN RECORDED MAIL THIS DEED, UNLESS OTHERWISE SHOWN BELOW. MAIL TAX STATEMENTS TO:

City of Lakeport Attn: Olivia Grupp
225 Park Street
Lakeport, CA 95453
Complimentary recording request pursuant to government code § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Parcel: 025-601-07

Notice of Completion

NOTICE is hereby given that:

1. The Undersigned is owner of the interest stated below in the property hereinafter described:
2. The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

City of Lakeport	225 Park St, Lakeport, CA 95453	Fee Simple

(NAME OF UNDERSIGNED)

3. The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)

4. A work of improvement on the property hereinafter described was COMPLETED ON 4/1/2024

5. The name of the CONTRACTOR for such work of improvement was Builder Solutions, Inc.

(If no Contractor, insert "NONE"

6. The property on which said work of improvement was completed is in the City of Lakeport, county of Lake State of California, and is described as follows:
Construction of 6.9 acre park including basketball court, splash pad, skate park, concession building with restrooms, shade structures, picnic areas, fitness equipment, a pavilion, lighting, irrigation, and landscaping.

7. The street address of said property is: 800-810 North Main Street, Lakeport, CA

Dated: _____

Signature of Owner or Owners } _____

Kevin Ingram, City Manager

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the City Manager of the aforesaid interest or estate in
("PRESIDENT, PARTNER, MANAGER, AGENT, ETC."

the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

_____ _____

Date and Place (Signature of person signing on behalf of owner))

Proclamation

DESIGNATING THE MONTH OF APRIL 2024 AS
CHILD ABUSE PREVENTION MONTH IN THE CITY OF LAKEPORT

WHEREAS, in the past year, Lake County Child Welfare Services received approximately 1500 reports of abuse or neglect. Currently, 72 children/youth from Lake County are placed outside their parent's home because of abuse or neglect; and

WHEREAS, child abuse prevention is a community problem. All citizens should become more aware of the effects of child abuse and its prevention; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, religious and civic organizations, law enforcement agencies, the business community and supporting parents in raising their children in safe and nurturing environments; and

WHEREAS, current local initiatives to prevent child abuse include: the Lake County Children's Council-Building Resilient Lake County a countywide collaboration, Nurturing Families Program, Family PRO-Differential Response, Prop 64 Family WRAP, RCS Wrap Around Services, Motherwise, PIP Positive Indian Parenting, Abriendo Puertas, MI Motivational Interviewing, and the Strengthening Families Protective Factors Framework; and

WHEREAS, events scheduled for the month of April include the month long pinwheel garden challenge, the Children's Festivals on April 13th at Lakeport Library Park and April 27th at Austin Park in Clearlake, the Children's Memorial Flag Raising event, the LISA Project Exhibit, Motivational interviewing training, SOS Stamp Out Shame webinar, child abuse prevention education through various social media, and a children's art contest where winning art is displayed on placemats and shared through different food businesses in support of child abuse prevention month.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Lakeport does hereby designate April 2024 as

Child Abuse Prevention Month

in the City of Lakeport, and calls upon its citizens, community agencies, religious organizations, medical facilities, and businesses to increase their participation in our efforts to prevent child abuse, thereby strengthening the community in which we live.

I have hereunto set my hand and caused the Seal of the City of Lakeport to be affixed this 16th day of April 2024.

_____
MICHAEL FROIO, Mayor

Proclamation

DESIGNATING THE MONTH OF APRIL 2024 AS
SEXUAL ASSAULT AWARENESS MONTH IN THE CITY OF LAKEPORT

WHEREAS, in 2023, Lake County agencies responded to the needs of 390 sexual assault victims and their significant others and/or family members, and

WHEREAS no one person, organization, agency or community can eliminate sexual assault on their own and the partnership between public and private Lake County agencies is invaluable, and

WHEREAS child sexual abuse prevention must be a priority to confront the reality that children are being abused, one in six boys and one in four girls will experience a sexual assault before the age of 18, and

WHEREAS, Lake Family Resource Center has been instrumental in leading the way in the County of Lake in addressing sexual assault by providing 24-hour hotline services, continuing support, advocacy and accompaniment to victims/survivors and their significant others, and

WHEREAS, ending sexual assault in Lake County must include active public and private efforts to Speak Out Against Sexual Violence; and it is time for all of us to start conversations, take appropriate action and support one another to create a safer environment for all residents, and

WHEREAS staff and volunteers of the Lake Family Resource Center Rape Crisis Center work year-round to encourage every person to Speak Out Against Sexual Violence and to support survivors by providing prevention education and survivor empowerment information, and

WHEREAS, Lake Family Resource Center and the District Attorney's office, Victim-Witness Division, local law enforcement agencies, hospitals and schools have set an important example of how forging collaborative relationships improves the quality of service for those impacted by sexual violence.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Lakeport does hereby designate April 2024 as

Sexual Assault Awareness Month

in the City of Lakeport, and urges all local governments, schools, businesses and community members to participate in the sponsored events this month to increase awareness and public support for creating communities free from violence and exploitation.

I have hereunto set my hand and caused the Seal of the City of Lakeport to be affixed this 16th day of April, 2024.

_____
Michael Froio, Mayor

CITY OF LAKEPORT

City Council ☒
City of Lakeport Municipal Sewer District ☐
Lakeport Industrial Development Authority ☐
Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE: Consideration of Updates to Lakeport Municipal Code Section 3.34, Fire Mitigation Fees and Adopt Modifications to the Lakeport Fire Protection District Fire Mitigation Fees	**MEETING DATE:** 04/16/2024
SUBMITTED BY: Kevin M. Ingram, City Manager	
PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to:

a) Initiate proceedings and set a public hearing for the consideration of a proposed ordinance revising Lakeport Municipal Code Chapter 3.34, *Fire Mitigation Fees.*
b) Conduct a public hearing to accept the fire mitigation fee nexus report and consider a resolution setting revised fire mitigation fees for the Lakeport Fire Protection District.

BACKGROUND/DISCUSSION:

The current mitigation fee ordinance was adopted in April 2005 (Ordinance 842), establishing a fee of $0.46 per square foot of construction for all covered roof area and $0.23 per square foot for buildings containing a fire sprinkler system. In 2007, the City of Lakeport took action to increase the fee to match the Lake County amount of $1.00 per square foot of construction for all covered roof area and $0.50 per square for buildings containing a fire sprinkler system, through the adoption of Lakeport Fire Protection District Resolution 0708-2.

Since the adoption of the previous Fire Mitigation Fee amount in 1992, there have been significant changes to both the range of services provided and the cost of said services by the Fire District. Some examples include:

- Addition of EMS services
- Fire station construction costs have increased from $64-70 per square foot to $600+
- Class A Engine / Pumper costs have increased from $200-350k to $700k
- Water Tender costs have increased from $110-125k to $400-550k.

The Fire District conducted a revised Fire Mitigation Fee Nexus Study in December of 2023 recommending an increase to the existing fire mitigation fees. Table 1 from the report provides an overview of the proposed fee increase.

TABLE 1
Lakeport Fire Protection District
Proposed Fire Mitigation Fee (2023$)

Description		Amount / Sq. Ft.		
		Residential	Nonresidential	*High Impact Surcharge
Base Fee per sq. ft.		$1.96	$2.40	$0.49
Administrative Surcharge	2%	$0.04	$0.05	$0.01
Total Fee Amount		**$2.00**	**$2.45**	**$0.50**

*A high impact surcharge is imposed for buildings of three (3) stories and above and for nonresidential buildings with a footprint of 15,500 sq. ft. or more.

As noted in the nexus study, the fee is based on cost estimates in 2023 dollars. To account for inflationary impacts, it is recommended that the Fee be automatically adjusted annually without further action by the District Board, the City Council for incorporated areas and the Lake County Board of Supervisors for unincorporated areas at the beginning of each fiscal year (July 1), by the previous calendar year percentage change in the Engineering New-Record Construction Cost Index (20-City Average), or its successor publication.

Since the existing fee amounts are based upon the previously conducted analysis in 1992, the proposed Fee increase is significant, as it captures over two decades of inflation and takes into consideration the expansion of the District services to include emergency medical response. In addition, the nexus study recommends an

administrative surcharge of 2%. Table 2 of the nexus study compares the existing and proposed Fee amounts for different development types.

TABLE 2
Lakeport Fire Protection District
Comparison of Existing and Proposed Fees

Development Type	Existing Fee	Proposed Fee	Difference	Percentage Difference
County Area				
Residential	$1.00	$2.00	$1.00	100%
Nonresidential	$1.00	$2.45	$1.45	145%
City Area				
Residential unsprinklered	$1.00	$2.00	$1.00	100%
Residential sprinklered	$0.50	$2.00	$1.50	300%
Nonresidential unsprinklered	$1.00	$2.45	$1.45	145%
Nonresidential sprinklered	$0.50	$2.45	$1.95	390%

In addition to the proposed fee increase, the following Fee Program Changes are also being requested:

- Eliminate different fee levels for sprinklered and unsprinklered development.
- Create different Fee levels for residential and nonresidential development.
- Implement surcharge for all development of 3 stories and higher and for nonresidential development with footprint of 15,500 sq. ft. or more.
- Eliminate Fee ceiling.
- Establish an automatic annual inflation adjustment.

The complete nexus study is provided as part of this staff report as Attachment 2.

Unlike the City, the Fire District does not have the ability to independently adopt a mitigation impact fee. The Health and Safety Code governs the ability of Fire Districts to fund improvements. Specifically, this section reads:

> **13916.** (a) A district board may charge a fee to cover the cost of any service which the district provides or the cost of enforcing any regulation for which the fee is charged. No fee shall exceed the costs reasonably borne by the district in providing the service or enforcing the regulation for which the fee is charged. *A district board shall not charge a fee on new construction or development for the construction of public improvements or facilities or the acquisition of equipment. [emphasis added]*

The last sentence of this section specifically precludes Fire Districts from adopting fees to fund capital improvements. This is 'at odds' with section 66000 of the California Government Code governing how these types of fees should be adopted:

> **66000**. As used in this chapter:
>
> (a) "Development project" means any project undertaken for the purpose of development. "Development project" includes a project involving the issuance of a permit for construction or reconstruction, but not a permit to operate.
>
> (b) "Fee" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a

portion of the cost of public facilities related to the development project, but does not include fees specified in Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code.

(c) "Local agency" means a county, city, whether general law or chartered, city and county, school district, special district, authority, agency, any other municipal public corporation or district, or other political subdivision of the state. [emphasis added]

(d) "Public facilities" includes public improvements, public services and community amenities.

In August of 1990, the Attorney General determined that regardless of how Section 66000 reads, Fire Districts could not adopt their own impact fees as the ability to charge a fee comes from the police powers of the City. As a result, a fire mitigation fee needs to be adopted by an agency with police powers, in this case the City of Lakeport.

The Lakeport Fire Protection District held a public hearing on January 9, 2024 and adopted Lakeport Fire Protect District RESOLUTION No. 23/24-07 (Attachment 5), requesting City Council adopt and implement revised Fire Mitigation Impact Fees based on the completed *Lakeport Fire Protection District Fire Mitigation Fee Nexus Study* of December 2023, prepared by Ridgeline Municipal Strategies (Attachment 2). The Lakeport Fire Protection District is also in the process of requesting that the Lake County Board of Supervisors adopt their fee for collection in unincorporated areas.

As the adoption of ordinance revisions requires two readings, City staff recommends that upon the completion of the public hearing that City Council introduce the proposed ordinance revising Lakeport Municipal Code Chapter 3.34, *Fire Mitigation Fees* (Attachment 3) and continue the Fire Mitigation Fee public hearing to the next regular City Council meeting of May 7, 2024 allowing for the required minimum ten (10) day legal notice of the proposed ordinance revision. At the May 7, 2024 public hearing, the City Council will be asked to adopt the proposed ordinance revising Lakeport Municipal Code Chapter 3.34, *Fire Mitigation Fees* and consider a proposed Resolution establishing revised fire mitigation fees (Attachment 4).

OPTIONS:

1. Conduct a public hearing for the *Lakeport Fire Protection District Fire Mitigation Fee Nexus Study* of December 2023, prepared by Ridgeline Municipal Strategies and introduce the proposed ordinance revising Lakeport Municipal Code Chapter 3.34, *Fire Mitigation Fees.* Continue the public hearing to the next regular City Council meeting of May 7, 2024 for the consideration and adoption of the proposed Ord for the proposed ordinance revising Lakeport Municipal Code Chapter 3.34, *Fire Mitigation Fees* and consider a proposed Resolution establishing revised fire mitigation fees.
2. Take no action.
3. Or alternatively, the Council may provide staff alternative direction.

FISCAL IMPACT:

☒ None ☐ $ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: $

Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments**:** No direct fiscal impact to the Lakeport budget. Proposed Fire Mitigation fees are paid by building permit applicants at the time of building permit issuance.

COUNCIL PRIORITIES:

☒ Priority #1: Public Safety & Crisis Response

☒ Priority #2: Disaster Resiliency

☐ Priority #3: Good Governance & Fiscal Stability

☐ Priority #4: Capital Infrastructure Improvement

☒ Priority #5: Safe, Sustainable & Attractive Neighborhoods

☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to introduce the proposed ordinance revising Lakeport Municipal Code Chapter 3.34, *Fire Mitigation Fees* and direct City staff to schedule a public hearing for the second reading of the ordinance for May 7, 2024. Additionally, Further, continue the public hearing accepting the fire mitigation fee nexus report and resolution setting revised fire mitigation fees for the Lakeport Fire Protection District to the next regular City Council meeting of May 7, 2024.

☒ **Attachments:**

1. Lakeport FPD Fire Mitigation Fee Nexus Study Slide Presentation
2. Lakeport Fire Protection District Fire Mitigation Fee Nexus Study, Final Report December 2023
3. Draft Ordinance, Amending Chapter 3.34 of the Lakeport Municipal Code Establishing the Rate for the Fire Mitigation Fees
4. Draft Resolution, Adopting Revised Fire Mitigation Impact Fees
5. Lakeport Fire Protection District Resolution No. 23/24-07 (1/9/24)

Lakeport FPD Fire Mitigation Fee Nexus Study Public Hearing

April 16, 2024

Ridgeline
MUNICIPAL STRATEGIES

Municipal Advisory | Pension Optimization | Revenue Generation | Quantitative Strategies



What is a Mitigation Fee?

- A mitigation fee (aka development impact fee) is:
  - a one-time fee
  - imposed on new development as a condition of approval
  - to pay for public facilities needed to serve new development

- Mitigation fees are one of the ways that the California law put in place to fund public facilities

Definitions and Use

- **Public Facilities:**
  - fire station and other facilities
  - apparatus and vehicles
  - equipment
- **Development is:**
  - All new private residential and nonresidential buildings
  - Excludes public buildings and ADUs smaller than 750 sq.ft.
- **Mitigation fees CAN be used to expand the District's facilities to serve new development**
- **Mitigation fees CANNOT be used for maintenance, deficiencies, or operations**

Fire Mitigation Fees in the City of Lakeport

- The mitigation fee ordinance was adopted in April 2005
  - Modeled after the Lake County Ordinance
- No significant updates to the fee program have been done since then (31 years)
- In 2007, City of Lakeport increased the fee to match the Lake County amount
- Program set fee ceiling of $1.00 psf and did not include inflation adjustment provision
- What changed since the program was implemented:
  - The District added EMS
  - Fire station construction costs went from $64-70 psf to $600+ psf
  - Class A Engine / Pumper cost went from $200-350k to $700k
  - Water Tender cost went up from $110-125k to $400-550k

Legal Framework

- US Supreme Court decisions require "Nexus" to support mitigation fees
- Three Nexus components:
  - Development must create a NEED for facilities funded by the fee
  - Development must receive BENEFIT from facilities funded by the fee
  - Fees must be PROPORTIONAL to impact created by development

Legal Framework – California Law

- **The Mitigation Fee Act requires the following nexus findings:**
  - Identify PURPOSE of the fee
  - Identify USE of the fee
  - Demonstrate reasonable relationship between:
    - Use of the fee and type of development on which the fee is imposed (Benefit)
    - Need for facility and type of development on which the fee is imposed (Need)
    - Amount of the fee and facility cost allocated to development paying the fee (Proportionality)

Mitigation Fee Adoption Process

- Fees are imposed as a condition of development approval by land use authority
- Special districts lack land use authority
- Cities may impose mitigation fees that benefit special districts

- **District Board**: approved nexus study and forwarded it to the City
- **Lakeport City Council**: adopts the fee on behalf of the District for the City area

Nexus Findings

- PURPOSE: for new development to contribute its fair share of existing and future one-time public facility costs
- USE: to fund expansion of and addition to District's public facilities
- NEED: new development within District's service area increases the need for fire protection and emergency medical response public facilities
- BENEFIT: new development within District's service area benefits from availability of fire protection and emergency medical response public facilities
- PROPORTIONALITY: Fire mitigation fee allocates to new development its proportionate share of the District's existing and future public facilities costs

Fire Mitigation Fee Methodology

- **Fee is based on future development's share of existing and future public facility costs:**
  - 10.8 million sf of existing development within the District
  - 1.1 million sf of new development projected in the next 18 years
  - 11.8 million sf of total development projected by 2040
  - $34.7 million of total cost / value of District's existing and planned facilities
  - $480,000 in District's mitigation fee fund
  - $34.2 million is the net cost of District's facilities to be allocated to all development
  - $2.89 is the net cost allocation per sf of all development

Fire Mitigation Fee Survey

Agency Name	County	Fee Amount (psf)
Esparto FPD	Yolo	$1.48
Willow Oaks PFD	Yolo	$1.69
City of Yreka	Siskiyou	$2.03
Anderson Valley CSD	Mendocino	
Single Family		$2.13
Multi-Family		$2.54
Retail / Commercial		$2.14
Office		$2.87
Sonoma County FPD	Sonoma	
Single Family		$1.75
Multi-Family		$2.31
Retail / Commercial		$1.95
Office		$3.20
Sonoma Valley FPD	Sonoma	
Single Family		$1.72
Multi-Family		$2.91
Retail / Commercial		$1.95
Office		$3.23

- All fee programs updated in 2021-23
- All fee programs have automatic inflation adjustment
- All fee programs have administrative surcharge (2-4%)

Proposed Fire Mitigation Fees in Lake Co

District	Fee PSF		
	Res	Nonres	Surcharge
Lakeport FPD	**$2.00**	**$2.45**	**$0.50**
Kelseyville FPD	$1.50	$1.50	n/a
Lake Co FPD	$1.93	$2.41	$0.50
Northshore FPD	$2.02	$2.02	n/a
South Lake County FPD	$2.00	$2.61	n/a

- All Districts included 2% Admin Surcharge
- All Districts included automatic annual inflation adjustment

Proposed Fire Mitigation Fee

Description		Amount / Sq.Ft.		
		Residential	Nonresidential	High Impact Surcharge
Base Fee per Sq. Ft.		$1.96	$2.40	$0.49
Administrative Surcharge	2%	$0.04	$0.05	$0.01
Total Fee Amount		**$2.00**	**$2.45**	**$0.50**

- 2% Admin Surcharge covers Mitigation Fee Act compliance costs (nexus studies, recordkeeping, reporting, etc.)
- Fee applies to all new development
- Includes automatic annual inflation adjustment

Projected Fee Revenue

- Projected fire mitigation fee revenue: $2.3 million over 18 years
- Planned facilities costs: $24.7 million
- Available mitigation fee funds: $480k
- Funding needed from other sources: $22 million

Questions?

Dmitry Semenov

Ridgeline Municipal Strategies, LLC

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RidgelineMuni.com



Ridgeline
MUNICIPAL STRATEGIES

Lakeport Fire Protection District Fire Mitigation Fee Nexus Study

Final Report

Ridgeline Project # 23003

Prepared for:

December 22, 2023

www.RidgelineMuni.com

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APPENDICES:

Appendix A: Development Analysis Supporting Data

Appendix B: District Facility Supporting Data

EXECUTIVE SUMMARY

This Fire Mitigation Fee Nexus Study (the "Nexus Study") was prepared by Ridgeline Municipal Strategies, LLC ("Ridgeline") for the Lakeport Fire Protection District (the "District") to update the District's Fire Mitigation Fee (the "Fee"). The Fee is collected on all new development within the District to fund the one-time costs of public facilities used to provide fire protection and emergency medical response services.

The methodology of the Nexus Study satisfies the legal requirements of the Constitution of the United States of America, the Constitution of the State of California, and the California Mitigation Fee Act (the "Act").

The District's service area covers the City of Lakeport, CA (the "City") and the surrounding unincorporated portion of the County of Lake (the "County"). The current version of the District's Fire Mitigation Fee Program (the "Fee Program") was last updated in 1992 by the County and in 2007 by the City. The Nexus Study provides an update to the existing Fee based on new development projections through 2040 and recommends certain revisions to the Fee Program.

The Fee Program is designed to help the District provide fire protection and emergency medical response services to new development in a fiscally responsible manner. The Fee revenues can only be used to expand the District's public facilities (buildings and structures, apparatus and vehicles, and equipment) to serve new development, including reimbursements to the District for facilities that have been upsized to accommodate new development. The Fee revenues cannot be spent on operations, maintenance or to address existing public facility deficiencies.

FEE PROGRAM UPDATE OVERVIEW

The demand for the District's services and associated public facilities is driven by the building structures that the District protects. The District assesses the Fee on all new residential and nonresidential development within its service area, including additions to existing structures.

The Fee is calculated based on building square footage. Different Fee amounts per square foot are proposed for residential and nonresidential development. Additionally, a surcharge is proposed for all building of 3 or more stories and for nonresidential buildings with footprint of 15,500 sq. ft. or more.

Accessory dwelling units ("ADUs") smaller than 750 sq. ft. are currently exempt from the Fee by the State law. A change in the law could result in such ADUs to no longer be exempt.

Buildings and structures owned and used by government entities, including, but not limited to, schools, city hall, administration buildings, fire and police stations, corporate yards, etc., are not subject to the Fee.

The existing development within the District consists of approximately 10.8 million building sq. ft. It is estimated to grow by approximately ten percent (1.1 million sq. ft.) by 2040, with the bulk of the growth (67 percent) happening on the residential side.

PROPOSED AND CURRENT FEE

Table 1 shows the proposed Fee amounts. The Fee is collected on a per square foot basis for all development types and includes a 2% administrative surcharge. A high impact surcharge is proposed for buildings of 3 stories and above and for nonresidential buildings with a footprint of 15,500 sq. ft. or more.

Table 1
Lakeport Fire Protection District
Proposed Fire Mitigation Fee (2023$)

Description		Amount / Sq.Ft.		
		Residential	Nonresidential	High Impact Surcharge
Base Fee per Sq. Ft.		$1.96	$2.40	$0.49
Administrative Surcharge	2%	$0.04	$0.05	$0.01
Total Fee Amount		**$2.00**	**$2.45**	**$0.50**

Source: Lakeport Fire Protection District and Ridgeline

The Fee is based on cost estimates in 2023 dollars. To account for inflationary impacts, it is recommended that the Fee be automatically adjusted annually without further action by the District Board, the City Council, and the County Board of Supervisors on the first day of each fiscal year, starting July 1, 2024, by the previous calendar year percentage change in the Engineering News-Record Construction Cost Index (20-City Average), or its successor publication.

Since the Fee amount has not been updated since 1992 for the County area and since 2007 for the City area, the proposed Fee increase is significant, as it captures over two decades of inflation and takes into consideration the expansion of the District services to include emergency medical response. **Table 2** compares the existing and proposed Fee amounts for different development types.

Table 2
Lakeport Fire Protection District
Comparison of Existing and Proposed Fee

Development Type	Existing Fee	Proposed Fee	Difference	Percentage Difference
County Area				
Residential	$1.00	$2.00	$1.00	100%
Nonresidential	$1.00	$2.45	$1.45	145%
City Area				
Residential unsprinklered	$1.00	$2.00	$1.00	100%
Residential sprinklered	$0.50	$2.00	$1.50	300%
Nonresidential unsprinklered	$1.00	$2.45	$1.45	145%
Nonresidential sprinklered	$0.50	$2.45	$1.95	390%

Source: Lakeport Fire Protection District and Ridgeline

PROPOSED FEE PROGRAM CHANGES

The following changes are proposed to the Fee Program with this update.

County Area:

- Create different Fee levels for residential and nonresidential development.
- Implement surcharge for all development of 3 stories and higher and for nonresidential development with footprint of 15,500 sq. ft. or more.
- Eliminate Fee ceiling.
- Establish an automatic annual inflation adjustment.
- Make the Fee specific to the District service area of the County, with other fire protection districts setting their own fee amounts.

City Area:

- Eliminate different fee levels for sprinklered and unsprinklered development.
- Create different Fee levels for residential and nonresidential development.
- Implement surcharge for all development of 3 stories and higher and for nonresidential development with footprint of 15,500 sq. ft. or more.
- Eliminate Fee ceiling.

- Establish an automatic annual inflation adjustment.

IMPLEMENTATION

The District's Board of Directors, assisted by the District staff, should review and evaluate the Nexus Study for accuracy and alignment with the District's operational and financial framework. Once the Board of Directors is satisfied that the legislative requirements of the Mitigation Fee Act are met and the Fee update recommendations are valid, it will need to approve the Nexus Study and forward it to the County and the City with the recommendation for adoption on behalf of the District by the County Board of Supervisors and the City Council per the requirements of the Mitigation Fee Act.

Upon receipt of the Nexus Study and receiving public input, the County Board of Supervisors and the City Council will vote to approve findings and a resolution to adopt the updated Fee Program. If approved, the Fee will be imposed pursuant to the County's and City's development "police powers" under Article XI, section 7, of the California Constitution.

REPORT ORGANIZATION

Chapter I of this Nexus Study provides an overview of the District, the legal framework for the Fee, the Nexus Study's purpose, the Fee calculation methodology, and the current Fee amounts.

Chapter II contains the data on existing development and documents future development projections within the District.

Chapter III lists the existing and planned public facilities of the District.

Chapter IV contains the calculations for the public facility cost allocation across existing and future development and the proposed Fee amount.

Chapter V documents the nexus findings that address the requirements of the Mitigation Fee Act.

Chapter VI provides recommendations for adopting and implementing the Fee.

I. INTRODUCTION AND BACKGROUND INFORMATION

INTRODUCTION

The Lake County Fire Chief's Association, on behalf of its member districts, retained Ridgeline Municipal Strategies, LLC to prepare fire mitigation fee nexus studies for each of the districts. This Nexus Study pertains to the Fee collected by the Lakeport Fire Protection District (the "District").

The City of Lakeport (the "City") and the County of Lake (the "County"), on behalf of the District, impose the Fire Mitigation Fee (the "Fee") on new development within the District's service area. The Fee funds one-time public facility costs attributable to new development to allow the District to accommodate such new development and maintain its level of service.

The existing Fee was adopted as follows:

- On October 10, 1992, the Board of Supervisors of the County adopted a Fire Mitigation Fee Ordinance that established the Fee for all unincorporated areas of the County.[1]
- On April 19, 2005, the City Council of the City adopted a Fire Mitigation Fee Ordinance, updating the City's Municipal Code and establishing the Fee within the City boundary.

There have not been any substantial updates to the District's Fire Mitigation Fee Program (the "Fee Program") since then, with the exception of the City increasing the Fee ceiling to match the County in 2007.

This Fee Program update is intended to address the public facilities necessary to accommodate the expected growth within the District through 2040.

The Nexus Study provides the legal and policy basis for the calculation and imposition of the Fee on all new development within the District. The study evaluates the existing Fee Program, considers the development changes that have occurred within the District, analyzes the impact of recent and future development on the District facilities, and documents the need for a Fee adjustment due to the amount of new development within the District, inflation and increasing public facility costs, and a wider scope of services provided by the District.

This chapter provides an overview of the District, the legal framework for the Fee, the Nexus Study purpose, the Fee calculation methodology, and the current Fee amounts.

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[1] The County Fire Mitigation Fee Ordinance established a uniform fee for the entire County area, which is currently serviced by five fire protection districts (Kelseyville, Lake County, Lakeport, Northshore, and South Lake County). With this update of the Fee Program, each district will have its own fee program and fee amount reflecting its unique development pattern and public facility needs.

DISTRICT OVERVIEW

The Lakeport Fire Protection District is an independent special district located in Lakeport, CA. The District provides a full range of fire protection, fire suppression, fire safety, emergency medical response, rescue and extrication, containment and mitigation of hazardous materials exposure, and other life safety services (the "Services") on the western shore of Clear Lake, including the City of Lakeport and the surrounding unincorporated portion of the County of Lake. The District's service area covers approximately 42.5 square miles and has approximately 14,000 residents.

The District is governed by a five-member Board of Directors (the "Board") and a career Fire Chief. The Board and Fire Chief are responsible for strategic planning, policy development, and approval of capital expenditures. The District employs 16 full-time equivalent employees and has 18 volunteer staff members based at three fire stations.

In 2022, the District responded to 2,444 calls, including structure and wildland fires, vehicle accidents, technical rescue, hazardous materials, and medical aid.

THE MITIGATION FEE ACT

The passage of Proposition 13 in 1978, Proposition 218 in 1996, and other State fiscal measures have limited the revenue availability for local public agencies. Local funding sources, such as property and sales taxes, are now mostly used for operations and maintenance and are often insufficient to fund public facilities and capital improvements. State and federal funding are not keeping up with the rising costs. The decline of popular support for bond measures has further restricted the local governments' ability to develop infrastructure and facilities for the next generation of residents and businesses.

These funding limitations have led to declining service levels, accelerated physical deterioration, lower efficiency, and increasing maintenance and operating costs of public facilities. They have also resulted in an increasing need to use mitigation fees (also known as development impact fees, or simply impact fees) to fund new public facilities.

California's mitigation fee statute originated in AB 1600, which went into effect in 1989. The bill added several sections to the Government Code (Sections 66000 through 66025), which are now officially known as the "Mitigation Fee Act" (the "Act").

The Act sets forth requirements for establishing, increasing, and imposing mitigation fees, contains provisions concerning their collection, expenditure, and administration, and mandates periodic accounting, reporting, and re-evaluation of fee programs. The implementation and administration requirements mandated by the Act are covered in **Chapter VI** of the Nexus Study.

The fees (the term used throughout the Act) are defined as "a monetary exaction, other than a tax or special assessment… charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities

related to the development project…"[2] The Nexus Study uses the term "mitigation fees" to mean such fees.

The Act broadly defines public facilities to include "public improvements, public services and community amenities[3]." The Act limits mitigation fees to an amount that "does not exceed the estimated reasonable cost of providing the service or facility for which the fee… is imposed"[4] and prohibits the levy, collection, or imposition of mitigation fees for general revenue purposes. The case law and Gov't Code § 65913.8 stipulate that mitigation fees may not be used for operating or maintenance costs. The Act does not limit the types of facilities for which mitigation fees may be imposed, but does require that the collected fees be used for their intended purposes.

The Act specifies that mitigation fees "shall not include the costs attributable to existing deficiencies in public facilities but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with the general plan."[5] As such, mitigation fees may be used to recover costs of existing facilities to the extent that such facilities are needed to serve new development and have the capacity to do so.

NEXUS STUDY PURPOSE

This Fire Mitigation Fee Nexus Study (the "Nexus Study") was prepared to satisfy the legal requirements governing mitigation fees, including provisions of the U. S. Constitution, the California Constitution, and the California Mitigation Fee Act.

The purpose of the Nexus Study is to establish the legal and policy basis for the continued imposition and update of the Fee within the District's service area by analyzing the impacts of new development on the need for fire protection and emergency medical response public facilities.

For purposes of this Nexus Study, the terms "public facility," "capital facility," and "facility" refer to:

- land, buildings, and improvements (including fire stations, administration buildings, and other building structures);
- fire apparatus, ambulances, and other vehicles; and
- equipment

used by the District to provide the Services.

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[2] Gov't Code § 66000(b)

[3] Gov't Code § 66000(d)

[4] Gov't Code § 66005(a)

[5] Gov't Code § 66001(g)

The terms "development project" and "new development" refer to any residential or nonresidential project undertaken for the purpose of development that requires issuance of a permit for construction or reconstruction.

To update and impose the Fee, the Nexus Study demonstrates that a reasonable relationship, or "nexus," exists between new development that occurs within the District and the need for public facilities. It is generally accepted that the concept of nexus encompasses the following three standards.

- *Need / Impact:* To be subject to mitigation fees, development has to create an impact and/or generate a need for public facilities to be funded by such fees. As a recipient of public services, new development results in additional demand for some or all public facilities. Absent a facility capacity increase to address the additional demand, the quality and/or availability of public services will deteriorate for the entire community. Mitigation fees may be used to recover public facility costs, but only to the extent that the need for such facilities is related to the development project paying the fees. The courts have held that development exactions can only be used to mitigate impacts of the projects upon which they are imposed. This Nexus Study quantifies and allocates development impacts on facility needs in terms of the total cost per square foot and contains the calculations necessary to document compliance with the need / impact standard.

- *Benefit:* Development must also benefit from the public facilities funded by the mitigation fees that it paid. In other words, the facilities funded by the fees have to be available to serve the development paying the fees. Moreover, the mitigation fee revenues must be segregated from other funds and used in a timely manner to fund the facilities for which they were collected. There is no legal requirement that facilities paid for with mitigation fee revenues can only be available to the development projects paying the fees. Unspent fees must be refunded. These requirements are put in place to ensure that new development benefits from the mitigation fees it is required to pay. This Nexus Study contains implementation provisions necessary to guide the District in compliance with the benefit standard.

- *Proportionality:* Finally, mitigation fees must be proportional to the impact created by development projects paying the fees. Proportionality is ensured through proper documentation of applicable facility costs and fee calculations that allocate these costs based on the impact created by different development types. The fee calculation methodology used in this Nexus Study is designed to ensure compliance with the proportionality standard.

The Act stipulates that any mitigation fee program must meet and document five nexus findings.[6] **Chapter V** of this Nexus Study addresses this requirement.

[6] Gov't Code § 66001

MITIGATION FEE CALCULATION METHODOLOGY

There are several accepted mitigation fee calculation methodologies. The methodology selection is usually determined by the types of services provided, types of public facilities required, development patterns, and availability of data. Regardless of the selected methodology, the facility cost allocation must be done in proportion to the need created by new development.

New development's impact can be quantified by selecting a variable that best reflects such impact and corresponds to the type of services required, such as added square footage, population, employment, vehicle trips, call volume, etc. AB 2668, which amended the Act, states that any "nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development,"[7] unless certain conditions are met and properly documented.

- *The Plan-Based Methodology* is utilized when there are clearly defined capital improvement or facility plans prepared for new development. The facilities needed to serve the new development are identified and their costs are allocated to each development category in proportion to the generated service demand. The total required facility cost is divided by the total additional demand units to calculate a cost per demand unit (e.g., a cost per square foot of new construction). This methodology is most often used to set fees for large development projects requiring its own public facilities.

- *The Capacity-Based Methodology* is utilized when a facility's capacity can only accommodate a known level of development. The total facility cost is proportionately allocated to each unit of development within the facility's service area. If incremental facility costs can be allocated to an incremental development unit, this approach provides sufficient flexibility to accommodate changing development patterns.

- *The Standard-Based Methodology* is based on a specified service standard required for each unit of development. The standard can be established as a matter of policy or be based on the service level that is being provided to existing development. Once the standard for each development unit is established, a cost to achieve the standard can be allocated proportionately.

Under each methodology type, the agency can utilize the mechanism of buy-in fees to recover a portion of the existing facility costs, provided the facilities have capacity available to serve additional development.

The general order to calculate mitigation fees is as follows:

1. Quantify existing development units and prepare new development projections.
2. Develop capital improvements or facilities plan, identify facility service capacity, and/or establish a service standard.

[7] Gov't Code § 66016.5(5)(A)

3. Determine the amount and cost of facilities required to accommodate new development.
4. Calculate mitigation fee by allocating the total facility costs per unit of development (usually on a square foot basis).

Proper methodology allocates public facility costs to new development fairly and ensures that new development is not required to fund existing service deficiencies, while existing development is not subsidizing facilities for new development.

Given the fixed service area of the District, the coverage and response times provided by the existing fire stations, and the limited anticipated development growth pattern, the capacity-based methodology will be utilized in this Nexus Study.

During the preparation of the Nexus Study, the District determined the scope of facilities needed to ensure that they can accommodate the anticipated new development. The Nexus Study uses the District's current and planned facilities as the facilities standard. The existing facilities serve the current population and have the capacity to serve new development. However, as future growth occurs, some facility expansion will be necessary. Additionally, the main fire station and District headquarters building dates back to 1894 and will need to be completely rebuilt.

To mitigate its impact on the District's service level, new development is required to pay mitigation fees to cover its proportionate fair share of the one-time facility costs.

The District has the flexibility to revise the list of necessary facilities shown in this report as conditions change. If the cost of facilities necessary to serve the anticipated growth materially changes, the District should update the Fee Program accordingly.

The current service standard is based on the District's ratio of existing facilities to the square footage of existing development. Existing development refers to the current residential and nonresidential development within the District's service area. However, the existing facilities have been upsized to accommodate additional development.

The Act requires that in establishing a mitigation fee program, the facilities funded by the fee must be identified. This Nexus Study contains a detailed list of facilities and the associated costs and replacement values.

The District's facilities form a comprehensive fire protection and emergency medical response system benefiting the District's entire service area. The resources of one station are not limited to the use of nearby properties, but are used to provide coverage to the entire service area as needed. Responding to service calls often requires resources from multiple stations. Similarly, new development will be served by all of the District facilities, not just by those of the nearest station.

The terms "standard" and "level of service" will be used throughout the Nexus Study (at times interchangeably) to describe the level of public facility investment needed to serve the community.

A *standard* is defined as the benchmark that the District plans to achieve for any particular facility.

A *level of service* is the actual level of benefit experienced by the existing development. Level of service may be different from the standard for a given facility.

When the existing level of service is less than the standard, or the facility is over capacity relative to the standard, a deficiency exists, and new development is not expected to cover that deficiency. If the opposite is the case and there is a capacity surplus, the District may recover a portion of its investment in that facility that is available to serve new development.

If there is no established standard for a given facility, the existing level of service becomes the *de facto* "current standard," and the two terms may be interchangeable.

By policy, the District can adopt its own reasonable facility standards to reduce, maintain, or increase the existing standard. However, basing the Fee on a standard that is higher than the existing level of service is fair to new development only if the District uses alternative funds to increase the capacity of facilities benefiting the existing development.

The District's existing three fire stations will continue to provide services to the existing and future development. As such, new development is required to contribute its fair share of the existing facility costs.

The main fire station is scheduled for a rebuild and an expansion. The District also anticipates that another fire station will need to be expanded and upgraded and four additional vehicles (a water tender, an ambulance, an SUV, and a utility truck) will need to be acquired to properly address the community needs. Additionally, the District is planning to develop a training facility to ensure proper training for its personnel. As such, new development is required to contribute its fair share of funding for these new facilities in proportion to the benefit it receives from such facilities.

CURRENT FEES

The current Fee programs and Fee amount are different within the City and County service areas of the District.

CURRENT FEE IN THE CITY AREA

The Fee within the City area was adopted in 2005 and updated in 2007 based upon the analysis performed by the District. The Fee was adopted prior to the building code amendment requiring all new construction to have fire sprinklers and has different Fee levels for sprinklered and unsprinklered properties. The Fee ceiling was set at $1.00 for unsprinklered properties and $0.50 for sprinklered properties, regardless of the development type. The Fee is currently being charged at the ceiling level. The Fee does not include an inflation adjustment provision. The Fee ordinance provides for a 2% administrative surcharge.

CURRENT FEE IN THE COUNTY AREA

The current Fee within the County area was adopted in 1992 based upon the analysis performed by the Lakeshore Fire Protection District, a nearby agency within the County. The Fee ceiling was set at $1.00 per sq. ft. The Fee was adopted before the District started providing the emergency medical response services. The Fee has not been updated since its adoption and does not include an inflation adjustment provision. The Fee ordinance provides for a 2% administrative surcharge. The Fee is currently being charged at the ceiling level.

When the Fee was first adopted and/or last updated, the following assumptions were utilized:

- The fire protection services were provided by two separate agencies, Lakeport Fire Protection District and the City of Lakeport Fire Department, which subsequently merged to form the District.
- The District served a smaller population and required less facilities.
- Facility costs were significantly lower than they are now. For instance,
    - Fire station construction costs were estimated at $64-70 per sq. ft. (compared to $600 per sq. ft. currently).
    - Class A Engine / Pumper cost was estimated at $200,000 to $350,000 (compared to $700,000 currently).
    - Water Tender cost was estimated at $110,000 to $125,000 (compared to $400,000 - $550,000 currently).
    - Ambulance cost was estimated at $130,000 (compared to $245,000 currently).

For the most recent 4-year period (fiscal years 2020-2023), the District collected Fee revenue of $270,090.50.

II. EXISTING AND PROJECTED DEVELOPMENT

To develop growth projections for this Fee Program update, Ridgeline analyzed existing development and recent building permit data for the District service area. The growth projections reflect recent residential and nonresidential development trends and known proposed projects. To ensure that new development contributes its fair share of facility funding, the growth projections and the associated public facility costs are estimated through 2040.

The existing and projected development data provided in this chapter will be used to establish levels of service, analyze facility needs, allocate facility cost between existing and future development, and calculate the updated Fee amount.

SERVICE AREA

The District boundary constitutes the service area analyzed in this Nexus Study. It encompasses the entire City of Lakeport and the adjacent unincorporated portion of the County of Lake, as shown on **Figure 1**.

Figure 1
Lakeport Fire Protection District
Service Area Map



The District is responsible for the protection of a variety of geographical areas, ranging from residential neighborhoods, commercial and industrial buildings, rural areas, and agricultural and public lands. The District covers approximately 42.5 square miles and serves a population of approximately 14,000 residents.

In 2021-2022 calendar years, the District responded to approximately 5,000 service calls. Rescue and EMS calls constituted 68% of all calls, as shown in **Table 3**. On average, the District received approximately 2,480 service calls per year over the past two years.

Table 3
Lakeport Fire Protection District
Service Calls Detail - 2021-2022

Incident Type	Incidents			%
	2021	2022	Total	
Fire	85	72	157	3.16%
Rescue & Emergency Medical Service	1,682	1,667	3,349	67.51%
Hazardous Conditions (No Fire)	65	57	122	2.46%
Service Call	178	229	407	8.20%
Good Intent Call	451	367	818	16.49%
False Alarm / False Call	49	52	101	2.04%
Special Incident / Other	7	0	7	0.14%
TOTAL	**2,517**	**2,444**	**4,961**	**100.00%**

Source: Lakeport Fire Protection District

TYPES OF DEVELOPMENT

The demand for the District's Services and the associated public facilities is driven by the residential and nonresidential building structures within the service area. Therefore, the District assesses the Fee on all new residential and nonresidential development within its service area, including additions to existing structures.

The District currently charges a uniform fee per building square foot regardless of development type, with the exception of the lower fee for sprinklered properties within the City area. The uniform Fee structure is supported by the following observations:

- The recent revision of the Act (AB 2668) stipulates that a fee per square foot should be the default method for setting mitigation fees for housing development,[8] which inherently incorporates service demand differences between various residential development types.

[8] Gov't Code § 66016.5(5)(A)

- Nonresidential development within the District is fragmented and lacks major dominant categories. Significant growth in nonresidential development is not anticipated.
- The current building code mandates all new buildings to be sprinklered.

With this Fee Program update, the District has elected to offer a reduced Fee to residential development to help keep housing costs lower and to have the residential Fee amount to be more in line with other jurisdictions in Northern California.

Additionally, the District proposes to implement a surcharge to the Fee for all buildings of 3 stories or higher and nonresidential buildings with footprint of 15,500 sq. ft. or more to help cover a portion of the additional facility costs related to this type of development.

Recent legislation (SB 13) requires that mitigation fees for accessory dwelling units ("ADUs") must be proportional to the relationship between the square footage of the ADU and the square footage of the primary unit. With the Fee being calculated on a square foot basis for both the primary unit and the ADU, the proportionality requirement is maintained. The Fee may not be imposed on an ADU smaller than 750 sq. ft. under the current State Law.

Buildings and structures owned and used by government entities, including, but not limited to, schools, city hall, administration buildings, fire and police stations, corporate yards, etc., are exempt from the Fee and, as such, are excluded from nonresidential development.

NEW DEVELOPMENT PROJECTIONS

Development projections are an important input for the Nexus Study. The Fee is calculated by allocating the total cost of all facilities needed throughout the District by 2040 across all residential and nonresidential development expected to be in place by that time, and then using that allocation to calculate the Fee for new development.

EXISTING DEVELOPMENT SUMMARY

As shown in **Table 4**, the existing residential and nonresidential development within the District makes up approximately 10.8 million sq. ft.

Existing Development Calculation Methodology

To prepare the existing development summary, we analyzed the 2022 parcel data set that was provided to the District by the County (the "2022 Parcel Data"), as well as the Fee collections data for the past 5 years provided by the District.

The 2022 Parcel Data was missing building square footage data for manufactured homes, so we made the following assumptions, which were added to the data set:

- An average single-wide manufactured home was assumed to be 960 sq. ft.
- An average double-wide manufactured home was assumed to be 1,600 sq. ft.

Table 4
Lakeport Fire Protection District
Existing Development Summary

Development Type	Parcels with Structures	Total Sq. Ft.	Avg. Sq. Ft. / Parcel
Residential			
Residential Parcels	4,212	7,493,476	1,779
MHC Sites [1]	576	796,160	1,382
Subtotal: Residential	**4,788**	**8,289,636**	**1,731**
Nonresidential			
Nonresidential Parcels	617	2,475,695	
Subtotal: Nonresidential	**617**	**2,475,695**	
TOTAL	**5,405**	**10,765,331**	

Source: County of Lake, Lakeport Fire Protection District, Ridgeline

[1] See Table A-1.

- For manufactured home communities, a home count was performed utilizing Google Maps imagery.

The supporting data for the manufactured home communities is summarized in **Table A-1** in **Appendix A**.

The typical manufactured home sizes are based on the information from MHVillage[9]:

- single-wide homes range from 480 to 1,440 sq. ft., with a midpoint of 960 sq. ft.
- double-wide homes range from 640 to 2,560 sq. ft., with a midpoint of 1,600 sq. ft.

We also updated the 2022 Parcel Data to include all development that paid mitigation fees in 2020-2023 fiscal years.

Finally, we reviewed the 2022 Parcel Data to identify all parcels with building assessed value of $50,000 or more and no building square footage data. For such parcels, we manually estimated the building size using Google Earth or other available information.

DEVELOPMENT PROJECTIONS

To prepare future development projections through 2040, we utilized the following approach:

[9] https://www.mhvillage.com/resources/buyers/explore/mobile-home-sizes-guide

- *Residential Development – New Homes:* Based on the mitigation fee collections data for the past four fiscal years, an average of 13 new homes totaling approximately 21,300 sq. ft. were built within the District each year. We assume that this trend will continue unchanged through 2040.
- *Residential Development – Additions:* Based on the mitigation fee collections data for the past four fiscal years, an average of 3,300 sq. ft. of existing home additions took place within the District each year. We assume that this trend will continue unchanged through 2040.
- *Residential Development – Multi-Family:* Only one significant multi-family residential development took place within the District in the last 4 fiscal years, an apartment complex consisting of 60,884 sq. ft. We assume that an average of 15,200 sq. ft. of new multi-family residential development will be taking place on average per year within the District through 2040.
- *Nonresidential Development:* Based on the mitigation fee collections data for the past four fiscal years, an average of approximately 27,700 sq. ft. of nonresidential development took place within the District each year, but the average amount was heavily impact by the self-storage facility construction in 2021. We assume that going forward an average of 20,000 sq. ft. of nonresidential development will be taking place within the District each year through 2040.

The new development activity details for the past four fiscal years are provided in **Tables A-2** and **A-3** in **Appendix A**.

As shown in **Table 5**, new development within the District is estimated to add approximately 1.1 million building sq. ft. through 2040, based on the assumptions identified above. Most of that growth (67%) is expected to be on the residential side.

Table 5
Lakeport Fire Protection District
Future Development Projections - 2023-2040

Development Type	Source	Units / Yr	Sq.Ft. / Yr	Total Sq.Ft. Thru 2040
Residential - New Homes	*Table A-2*	13	21,300	383,400
Residential - Additions	*Table A-3*		3,300	59,400
Residential - Multi-Family			15,200	273,600
Nonresidential	*Table A-3*		20,000	360,000
Total		**13**	**59,800**	**1,076,400**

Source: Lakeport Fire Protection District, Ridgeline

As shown in **Table 6**, the total development within the District is projected to reach approximately 11.8 million sq. ft. by 2040. This development estimate assumes the continuation of the recent growth rates and does not constitute the buildout calculation for the District.

Table 6
Lakeport Fire Protection District
Existing Dev't and Growth Projections Summary (2022 - 2040)

Description	Sq. Ft.
Residential Development	
Existing Development	8,289,600
Projected Future Development	716,400
Subtotal: Residential Development	*9,006,000*
Nonresidential Development	
Existing Development	2,475,700
Projected Future Development	360,000
Subtotal: Nonresidential Development	*2,835,700*
Total Development	
Existing Development	10,765,300
Projected Future Development	1,076,400
Total Development	***11,841,700***

Source: County of Lake, Lakeport Fire Protection District, Ridgeline

III. DISTRICT FACILITIES INVENTORY

To provide its Services, the District relies on a system of public facilities (administrative office, fire stations, apparatus, and equipment). Anticipated new development occurring through 2040, as well as the existing development's service demand, require rebuilding and expansion of the District's headquarters and main station, expansion and upgrade of another station, development of a training facility, procurement of additional vehicles and equipment, and other capital facility projects so that the District can continue providing timely responses to calls for fire, medical, and other emergencies. Planned facility needs are determined by the District based on response time requirements and overall Services demand.

This chapter provides an inventory of the District's existing and planned facilities and their replacement and estimated costs.

The terms "public facility," "capital facility," and "facility" in this Nexus Study refer to:

- Land, buildings, and improvements (including fire stations, administration buildings, and other building structures);
- Fire apparatus, ambulances, and other vehicles; and
- Equipment

used by the District to provide its Services.

The District provided inventories and replacement cost estimates for the existing facilities. One of the existing engines was funded through debt financing, and the associated remaining financing costs are included in the existing facility cost estimates.

The District also provided inventories and cost estimates for planned facilities needed to serve existing and future development through 2040. It is assumed that all major future fire station and training facility capital projects and all of the additional and replacement apparatus and ambulances will be financed. The estimated financing costs are included in the planned facility cost estimates.

All replacement value and cost estimates are expressed in 2023 dollars and based on the best currently available information. The District will conduct periodic facility cost and development pattern reviews and make Fee adjustments if this information materially changes or if other funding sources become available.

LAND, BUILDINGS, AND IMPROVEMENTS

EXISTING FIRE STATIONS AND STRUCTURES

The District presently operates three fire stations and a headquarters facility. **Table 7** offers details about these structures, their construction years, site areas and building sizes, and estimated replacement costs.

Table 7
Lakeport Fire Protection District
Existing Fire Stations & Structures (2023 $)

Facility Name / Address	Year Built	Site Area (acres)	Bldg Sq.Ft.	Land Value [1], [2]	Building Insured Value [2]	Total Replacement Cost
District Headquarters / Station 50						
445 N. Main Street [3]	1894	0.35	7,492	$0	$0	$0
420 N. Forbes Street Lakeport, CA 95453		0.13	0	$70,000	$0	$70,000
Station 52						
3600 Hill Rd. E Lakeport, CA 95453	1991	0.93	3,452	$90,493	$452,886	$543,379
Station 51						
1948 Big Valley Rd Finley, CA 95435	1973	0.12	2,280	$30,383	$173,815	$204,198
Future Station Site						
901 Larrecou Ln Lakeport, CA 95453		4.49	0	$635,000	$0	$635,000
TOTAL		**6.02**	**13,224**	**$825,876**	**$626,701**	**$1,452,577**

Source: Lakeport Fire Protection District and Ridgeline

[1] Land value is the greater of (a) actual cost or (b) current market comparables. Current market value of land is estimated at $150,000 per acre.
[2] Actual land cost and building insured value is provided by the District.
[3] The 445 N. Main St. property is currently owned by the City of Lakeport.

The replacement cost includes the land value and building replacement cost. The land value is the greater of (a) the actual cost paid by the District or (b) the current market comparable. The current land value estimate based on market comparables is provided in **Table B-1** in **Appendix B**. The replacement cost of the buildings is based on their insured value as determined by the District's insurance company.

The District's headquarters and Station 50 are currently owned by the City and will need to be rebuilt by the District. Its building insured value is excluded from the table above, but the estimated project cost is included in the planned facility cost estimate below.

PLANNED FIRE STATIONS AND STRUCTURES

To continue providing proper level of Services to its existing and future development, the District plans to rebuild its headquarters and Station 50, upgrade and expand Station 52, and add a training facility, as shown in **Table 8**.

Table 8
Lakeport Fire Protection District
Planned Fire Stations and Structures (2023 $)

me / Address	Site Area (acres)	Bldg Sq.Ft.	Site Cost [1]	Construction Cost [2]	Total Estimated Cost
District Headquarters / Station 50 Rebuild					
445 N. Main Street Lakeport, CA 95453	0.00	16,500	$0	$9,900,000	$9,900,000
Station 52 Expansion and Upgrade					
3600 Hill Rd. E Lakeport, CA 95453	0.00	2,455	$0	$1,823,000	$1,823,000
Training Facility					
TBD	1.00	TBD	$150,000	$2,750,000	$2,900,000
TOTAL	**1.00**	**18,955**	**$150,000**	**$14,473,000**	**$14,623,000**

Source: Lakeport Fire Protection District and Ridgeline

[1] Land cost estimate is based on current market comparables of $150,000 per acre.
[2] Total cost estimate provided by the District at $600 per sq. ft. for building structures. Station 52 includes $350k for existing structure upgrades.

The District has not acquired the site for the training facility at this time. The site cost is estimated based on the current market comparables, as shown in **Table B-1** in **Appendix B**. The construction cost is estimated by the District based on interviews with other fire districts that are in the process of building new fire stations. The timing of the capital improvement projects will depend on funding availability.

FIRE APPARATUS, AMBULANCES, AND OTHER VEHICLES

EXISTING FLEET

Table 9 details the District's current fleet of firefighting apparatus, ambulances, and other vehicles. The replacement cost estimate was provided by the District and is based on the current market prices of comparable vehicles. These vehicles constitute an essential capital investment needed to provide the Services and have at least a five-year service life.

Table 9
Lakeport Fire Protection District
Existing Fire Apparatus and Vehicles Inventory (2023 $)

Description	Model Year	Qty	Replacement Cost
Seagrave Ladder Truck	1999	1	$1,400,000
Pierce Enforcer Fire Engine	2021	1	$1,000,000
Spartan Fire Pumper	2001	1	$1,000,000
Pierce Dash Fire Engine	2003	1	$1,000,000
International/Spartan Brush Truck	2011	1	$750,000
International Brush Truck	1998	1	$750,000
Kenworth Water Tender	1984	1	$650,000
Braun/Northstar Ambulance	2015	1	$245,000
Braun/Northstar Ambulance	2014	1	$245,000
F-250 Truck	2015	1	$85,000
Dodge Ram 1500	2008	1	$55,000
Jet Ski		2	$50,000
Jet Ski Trailer		1	$3,500
TOTAL		**14**	**$7,233,500**

Source: Lakeport Fire Protection District

PLANNED FLEET EXPANSION

To maintain adequate service levels and response times, the District plans to expand its fleet by adding a water tender, an ambulance, and SUV, and a utility truck. **Table 10** details these planned additions, along with the cost estimates based on current market prices of comparable vehicles.

Table 10
Lakeport Fire Protection District
Planned Fire Apparatus and Vehicles (2023 $)

Description	Qty	Cost per Unit
Water Tender	1	$650,000
Ambulance	1	$245,000
SUV	1	$85,000
Utility Truck	1	$45,000
TOTAL		**$1,025,000**

Source: Lakeport Fire Protection District

EQUIPMENT

EXISTING EQUIPMENT INVENTORY

Fire protection and emergency medical response is an equipment-intensive service. The District's facilities, vehicles, and personnel are equipped with and utilize various types of machinery, tools, gear, and technology valued at approximately $1.2 million, as documented in **Table B-2** in **Appendix B**. The replacement cost estimate was provided by the District and is based on the recent prices paid and current market prices of comparable equipment. This equipment constitutes an essential capital investment needed to provide the Services and all items listed have at least a five-year service life.

PLANNED ADDITIONAL EQUIPMENT

With the Station 50 rebuild and Station 52 expansion, the District needs to expand its equipment inventory to maintain service levels. The total cost of the additional equipment is estimated at approximately $260,000, as shown in **Table B-3** in **Appendix B**. The cost estimate is based on recent prices paid, current market prices for comparable equipment, and third party estimates.

FACILITY FINANCING COSTS

Financing plays a vital role in ensuring generational equity and facility costs allocation to the service population benefiting most from the facility rather than requiring existing development to pay for facilities for future residents.

The District currently has one loan outstanding. The loan financed a pumper engine and is scheduled to be repaid in 2030. The financing costs associated with this loan are the remaining interest payments and are shown in **Table 11**.

Table 11
Lakeport Fire Protection District
Existing Financing Costs (rounded)

Description	Amount
Pumper Lease	$54,700
Total Existing Financing Costs	**$54,700**

Source: Lakeport Fire Protection District

The District expects to finance the headquarters and Station 50 rebuild, Station 52 expansion, and the training center construction projects with bonds or bank loans. The additional water tender and ambulance will also be financed.

The District plans to finance the existing fleet replacement costs for the vehicles costing $245,000 or more. All vehicle financing is expected to be done through municipal equipment leases, which

work like loans (the District pays off the entire financed amount over the term of the lease and keeps the vehicle once the lease is fully paid off).

All equipment is expected to be paid for with cash.

The financing costs include the costs of issuance and interest on the bonds, loans, and leases.

Table 12 shows the expected future financing costs.

Table 12
Lakeport Fire Protection District
Planned Facilities Financing Costs (2023 $)

Description	Financed Amount	Financing Term (yrs)	Interest Rate	Total Payments	Interest Cost	Cost of Issuance	Total Financing Cost
Station 50 Rebuild	$9,900,000	20	4.00%	$14,569,187	$4,669,187	$150,000	$4,819,187
Station 52 Expansion	$1,823,000	20	4.00%	$2,682,791	$859,791	$90,000	$949,791
Training Facility	$2,900,000	20	4.00%	$4,267,742	$1,367,742	$120,000	$1,487,742
Water Tender	$650,000	10	4.35%	$815,415	$165,415	$6,000	$171,415
Ambulance	$245,000	7	4.35%	$289,442	$44,442	$3,000	$47,442
Apparatus Replacement [1]	$7,040,000	7	4.35%	$8,317,041	$1,277,041	$70,400	$1,347,441
Total (Rounded)	**$22,558,000**			**$30,942,000**	**$8,384,000**	**$439,000**	**$8,823,000**

Source: Lakeport Fire Protection District and Ridgeline

[1] Assumes that all replacement appraratus costing $245,000 and over is financed with average term of 7 years.

FACILITIES SUMMARY

Table 13 summarizes the replacement values for the existing facilities and the estimated costs for the planned facilities. The total cost estimate of $34.7 million includes approximately $10 million for existing facilities and $24.7 million for planned facilities and financing costs.

Table 13
Lakeport Fire Protection District
Facilities Summary (2023 $)

Description	Source	Amount
Existing Facilities		
Fire Stations and Structures	*Table 7*	$1,452,577
Apparatus & Vehicles	*Table 9*	$7,233,500
Equipment	*Table B-2*	$1,238,505
Financing Costs	*Table 11*	$54,700
Subtotal: Existing Facilities (Rounded)		*$9,979,000*
Planned Facilities		
Fire Stations and Structures	*Table 8*	$14,623,000
Apparatus & Vehicles	*Table 10*	$1,025,000
Equipment	*Table B-3*	$257,600
Financing Costs	*Table 12*	$8,823,000
Subtotal: Planned Facilities (Rounded)		*$24,729,000*
Total Facilities		**$34,708,000**

Source: Lakeport Fire Protection District and Ridgeline

These facilities benefit both the existing and future development within the District. The cost allocation among the existing and future development is calculated in the next chapter of the Nexus Study.

IV. FACILITY COST ALLOCATION AND FEE CALCULATION

This chapter of the Nexus Study documents the District's existing and planned facility cost allocation to the existing and future development and calculation of the proposed Fee amount.

The existing development has paid and will continue to pay its fair share of the costs through the prior Fee payments, property taxes, General Fund balances, and other one-time and on-going revenue sources. The future development is required to pay its fair share of the facility costs through the Fee.

The Fee is comprised of the new development's share of the facility costs and an administration surcharge, as discussed below.

COST ALLOCATION AND METHODOLOGY

The Act requires that mitigation fee calculations ensure a reasonable relationship between the amount of the fee and the cost of public facilities attributable to the development on which the fee is imposed. In this chapter, the cost of the District's system-wide facilities is allocated to the existing and future development in proportion to their demand for Services.

The facility cost allocation and the updated Fee amount calculation use the capacity-based methodology, as discussed in **Chapter I**. Capacity-based fees allocate system-wide facility costs to all existing and future development.

For the District, the costs for all existing and planned facilities are allocated to all existing and future development to ensure that the Fee charged to future development covers its proportionate fair share of the total facility costs.

SERVICE DEMAND VARIABLE

To calculate mitigation fees, the relationship between facility needs and development must be quantified through cost allocation formulas. This Nexus Study uses building square footage as the service demand variable representing development's impact on public facilities.

Service demand variables are selected because they either directly measure service demand or are reasonably correlated with that demand. The recent Act update (AB 2668) requires that all nexus studies adopted after July 1, 2022 calculate mitigation fees for housing development based on building square footage, unless a finding is made that such methodology is not appropriate[10]. The District believes that the methodology recommended by the State is suitable for the Fee calculation. Moreover, the square footage has been the demand variable for the Fee calculation since its original implementation.

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10 Gov't Code § 66016.5(5)(A) and (B)

The majority of existing development within the District is residential. Nonresidential development, for the most part, supports the existing residential development. The District responds to residential and nonresidential development calls from the same facilities. The District has determined that it is in the best interest of the community at this time to offer a reduced Fee amount for residential development, as will be discussed below.

Development of 3-story and higher buildings and nonresidential buildings with large footprint required that the District add an aerial ladder engine to its fleet. The District proposes a special surcharge on this type of development going forward to help cover a portion of this cost.

As discussed in **Chapter II**, the District currently services approximately 10.7 million sq. ft. of residential and nonresidential development. The District projects that an additional 1.1 million building sq. ft. will be developed within the District by 2040. The total amount of development serviced by the District is expected to reach 11.8 million sq. ft. by 2040.

NET FACILITY COSTS

As discussed in **Chapter III**, the public facilities needed to serve the existing and projected development are valued at approximately $34.7 million (in 2023 dollars).

As of April 30, 2023, the District had approximately $480,000 in unspent Fee proceeds, which are available to help fund the planned facilities identified in this Nexus Study. **Table 14** calculates the net public facility costs that need to be allocated across the existing and future development.

Table 14
Lakeport Fire Protection District
Net Facility Costs (2023 $)

Description	Amount
Facilities	
Existing Facilities	$9,979,000
Planned Facilities	$24,729,000
Total Facility Costs	*$34,708,000*
Available Funding Sources	
Mitigation Fee Account Balance	$480,000
Total Available Revenue	*$480,000*
Net Facility Costs	**$34,228,000**

Source: Lakeport Fire Protection District and Ridgeline

NET FACILITY COSTS ALLOCATION

The next step in calculating the Fee amount is to allocate the Net Facility Costs to the existing and future development. **Table 15** shows the allocation of the Net Facility Costs per sq. ft. of all existing and projected development through 2040.

Table 15
Lakeport Fire Protection District
Facility Cost Allocation Factor (2023 $)

Description	Amount
Net Facility Costs	$34,228,000
Total Development (sq.ft.)	11,842,000
Cost per Sq.Ft.	**$2.89**

Source: Lakeport Fire Protection District, County of Lake, and Ridgeline

FEE CALCULATION PER SQUARE FOOT

The final step in calculating the Fee amount is to add the administrative surcharge, which is commonly set at 2%. This surcharge covers the Fee Program implementation and management costs, including nexus studies and on-going monitoring and reporting.

Table 16 shows the Fee calculation per sq. ft. of new development within the District.

Table 16
Lakeport Fire Protection District
Fire Mitigation Fee Calculation (2023$)

Description		Amount / Sq.Ft.
Base Fee per Sq. Ft.		$2.89
Administrative Surcharge	2%	$0.06
Total Fee per Sq. Ft.		**$2.95**

Source: Lakeport Fire Protection District and Ridgeline

The calculated Fee amount exceeds what surrounding jurisdictions are charging to residential and nonresidential development. To help support local community and keep development costs lower, the District has elected to offer a reduced Fee for both residential and nonresidential development, initially setting it at $2.00 per sq. ft. for residential development and $2.45 per sq. ft. for nonresidential development, subject to the annual inflation adjustment, as discussed in

Chapter VI. The District will need to identify funding sources to cover the forgone Fee revenues associated with the reduced Fee amounts.

The lower Fee amount for residential development reflects the following:

- The District desires to help keep housing costs more affordable.
- Nonresidential development within the District's service area demonstrates significantly higher demand for the District services. The analysis of the service call data shows that during 2021 and 2022 calendar years the District received 0.24 calls per 1,000 sq. ft. of residential development and 0.69 calls per 1,000 sq. ft. of nonresidential development.

Additionally, development of 3-story and higher buildings and nonresidential buildings with footprint of 15,500 sq. ft. or more required that the District add an aerial ladder engine to its fleet. The cost of such engine was $400,000 more than the cost of a Type I engine. The District proposes a special surcharge on this type of development going forward to help cover a portion of this cost.

Assuming construction of one 3-story multi-family project totaling approximately 80,000 sq. ft. and allocating 10 percent of future nonresidential development for 3-story buildings and 10 percent of nonresidential development for big box retail, approximately 152,000 sq. ft. of future development within the District will require availability of the aerial ladder engine. The full allocation of the $400,000 additional cost to this development will result in $2.63 per sq. ft. Since the District already has some such development within its service area and given the availability of the engine to respond to other calls, the District proposes to set the surcharge amount initially at $0.50 per sq. ft. (including the administrative surcharge), subject to the annual inflation adjustment, as discussed in **Chapter VI**.

The proposed Fee amounts for each development type are shown in **Table 17**.

Table 17
Lakeport Fire Protection District
Proposed Fire Mitigation Fee (2023$)

Description		Amount / Sq.Ft.		
		Residential	Nonresidential	High Impact Surcharge
Base Fee per Sq. Ft.		$1.96	$2.40	$0.49
Administrative Surcharge	2%	$0.04	$0.05	$0.01
Total Fee Amount		**$2.00**	**$2.45**	**$0.50**

Source: Lakeport Fire Protection District and Ridgeline

PROJECTED FEE REVENUE

The total Fee revenue through 2040 can be estimated by multiplying the Fee calculated in **Table 17** by the projected square footage of new development from **Table 6**. As shown in **Table 18**, it is estimated at approximately $2.3 million, net of the administrative surcharge (in 2023 dollars).

Table 18
Lakeport Fire Protection District
Projected Fire Mitigation Fee Revenue Through 2040 (2023 $)

Description		Amount	%
Proposed Base Fire Mitigation Fee per Sq.Ft.	(a)		
Residential Development		$1.96	
High Impact Residential Development		$2.45	
Nonresidential Development		$2.40	
High Impact Nonresidential Development		$2.89	
Projected Future Development (thru 2040)	(b)		
Residential Development		636,400	
High Impact Residential Development		80,000	
Nonresidential Development		288,000	
High Impact Nonresidential Development		72,000	
Projected Base Fire Mitigation Fee Revenue (rounded)	**(c) = (a) x (b)**	**$2,343,000**	
Total Planned Facility and Financing Costs	(d)	$24,729,000	100.0%
Less:			
Projected Base Fire Mitigation Fee Revenue	(e)	($2,343,000)	9.5%
Mitigation Fee Account Balance	(f)	($480,000)	1.9%
Funding Required from Other Sources	**(g) = (d) - (e) - (f)**	**$21,906,000**	88.6%

Source: Ridgeline

The projected Fee revenue is substantially less than the planned facility costs. The current unspent Fee proceeds and projected Fee revenue will fund approximately 11 percent, or $2.8 million, of the $24.7 million planned facility costs. The District will need to fund the difference from other sources, including, but not limited to, general obligation bonds, grants, the District's general fund, existing or new special taxes and assessments, other debt proceeds, etc.

The Fee revenue may be used only for public facilities that expand the District's system capacity to serve future development and to reimburse the cost of existing facilities' upsizing for such future development. This approach maintains a reasonable relationship between the new development and the use of the Fee proceeds.

The District may revise the planned facilities scope and substitute other facilities as long as they help expand the District's system. The Fee revenue may be used to purchase land, construct

buildings, expand existing structures, purchase vehicles and equipment with a minimum of a five-year life span, and enhance utility of existing system, as allowed by the Act.

The Fee revenue shall not be used to fund existing deficiencies such as station renovation that do not expand the District's system capacity.

V. NEXUS FINDINGS

The Mitigation Fee Act requires an agency establishing, increasing, or imposing mitigation fees to make findings to:[11]

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

These findings demonstrate that the fee adheres to the "reasonable relationship," or "nexus," standard, as well as the principle of "rough proportionality," as articulated in court decisions concerning mitigation fees and other exactions.

This Nexus Study has been prepared to update the Fee in accordance with the procedural guidelines established in the Act and makes the following findings pertaining to the Fee calculated herein.

Purpose of the Fee: The purpose of the Fire Mitigation Fee (the "Fee") calculated in this Nexus Study is to ensure that new development within the Lakeport Fire Protection District's service area contributes its proportionate share of the existing and future one-time public facility costs incurred by the District to provide the Services required by such development. In imposing the Fee on behalf of the District, the City and the County ensure that existing property owners are not subsidizing new development and that the existing service level is maintained even as the service population is increasing.

Use of the Fee: The Fee will be used to fund expansion and/or addition of public facilities (land, buildings, other structures, apparatus and vehicles, and equipment) to mitigate the impact of new development on the need for such facilities within the District, as well as to fund the administration of the Fee Program (Fee collection, accounting, reporting, nexus studies, and other expenses related to compliance with the Act requirements). The Fee revenue will not be used to fund operations, maintenance, or existing facility deficiencies that do not expand the District's system capacity.

Reasonable Relationship between the Use of the Fee and the Type of Development: The Fee will be used to fund expansion of and/or additions to the District's public facilities to address the additional demand for fire protection and medical emergency services associated with new

[11] Gov't Code § 66001(a) and (b)

development within the District. Since the Fee will be used to provide public facilities needed to serve the new residents and employees generated by the new development, a reasonable relationship exists between the use of the Fee and the residential and nonresidential development on which the Fee is imposed.

Reasonable Relationship between the Need for Public Facilities and the Type of Development: New residential and nonresidential development generates new residents and employees and results in additional demand for fire protection and medical emergency services provided by the District. Additional public facilities are needed to ensure that the increased demand is addressed without reducing the level of services for the existing development. Thus, a reasonable relationship exists between the need for the public facilities and the type of new development on which the Fee is imposed.

Reasonable Relationship between the Amount of the Fee and the Facility Cost Attributable to New Development: The amount of the Fee charged to new development is based on the fair share of the District's public facility costs attributed to such new development on a per square foot basis. The total public facility costs are allocated between the existing and new development in a manner proportional to their demand for facilities. The Fee charged to a development project reflects the impact of that project on the overall need for public facilities needed to provide fire protection and medical emergency services to the project. Thus, a reasonable relationship exists between the amount of the Fee and the costs of the facilities attributable to the new development.

VI. IMPLEMENTATION

This chapter contains recommendations for the adoption, administration, interpretation, and application of the Fee. It provides an overview of the Mitigation Fee Act provisions and common current practices, but is not intended as legal advice.

AUTHORITY TO IMPOSE MITIGATION FEES

Mitigation fees can be imposed by cities and counties as a condition of approval for development projects based on land use authority. Special districts, including fire protection districts, lack such authority and cannot impose mitigation fees.

Moreover, fire districts are specifically prohibited from imposing mitigation fees. California Health and Safety Code § 13916, part of the Fire Protection District Law of 1987, states: "A [fire protection] district board shall not charge a fee on new construction or development for the construction of public improvements or facilities or the acquisition of equipment."

While the District may not directly impose mitigation fees, it is a common practice for cities and counties to do so for the benefit of special districts providing public services within their jurisdiction. Cities and counties rely on their police powers authority granted by the California Constitution to levy such fees. As such, the Fee must be adopted by the County Board of Supervisors and the City Council on behalf of the District.

FEE ADOPTION PROCESS

To Fee Program update and adoption process should be as follows:

- First, the Board of Directors of the District needs to approve the Nexus Study and the proposed Fee Program.
- Then, the City Council and the County Board of Supervisors need to adopt the Nexus Study and the Fee Program on behalf of the District.

Mitigation fee adoption process is governed by the Act. The general steps for the Fee approval and adoption by the District, City, and County are outlined below. These need to be reviewed and executed in consultation with the legal counsel of the District, City, and County.

FEE APPROVAL BY THE DISTRICT

a. The Board of Directors of the District should hold at least one open and public meeting, at which oral or written presentation on the proposed Fee Program is made. Such meeting must be a part of a regularly scheduled meeting.

b. At least 30 days before the meeting, the District shall post a notice of public hearing on its website and where notices are physically posted.

c. At least 14 days before the meeting, the District should mail a notice of the meeting to any interested party who has filed a written request for notice of the adoption of new or increased fees.

d. At least ten days before the meeting, the District should make the Nexus Study and all related documents available to the public for review.

e. At least ten days before the meeting, the District should publish a notice of the time and place of the meeting twice in a newspaper of general circulation with at least five days between the dates of the first and last publication, not counting such publication dates.

f. After the public hearing, the District's Board of Directors shall adopt a resolution approving the Nexus Study and the Fee Program with a recommendation that the City Council and the County Board of Supervisors adopt the Fee Program on behalf of the District pursuant to the City's and the County's "police powers" under Article XI, Section 7 of the California Constitution.

FEE ADOPTION BY THE CITY OF LAKEPORT AND THE COUNTY OF LAKE

a. The City Council and the County Board of Supervisors shall hold at least one open and public meeting, at which oral or written presentation on the proposed Fee Program is made. Such meeting must be a part of a regularly scheduled meeting.

b. At least 30 days before the meeting, the City and the County shall post a notice of public hearing on their websites and where notices are physically posted.

c. At least 14 days before the meeting, the City and the County shall mail a notice of the meeting to any interested party who has filed a written request for notice of the adoption of new or increased fees.

d. At least ten days before the meeting, the City and the County shall make the Nexus Study and all related documents available to the public for review.

e. At least ten days before the meeting, the City and the County shall publish a notice of the time and place of the meeting twice in a newspaper of general circulation with at least five days between the dates of the first and last publication, not counting such publication dates.

f. After the public hearing, the City Council and the County Board of Supervisors shall adopt a resolution adopting the Nexus Study and the Fee Program (including the automatic annual adjustment of the Fee for inflation) on behalf of the District, as applicable, pursuant to the City's and the County's "police powers" under Article XI, Section 7 of the California Constitution.

g. The Fee Program becomes effective at least 60 days after the adoption of the resolution, unless an urgency ordinance, valid for 30 days, is adopted (see discussion below).

NEXUS FINDINGS LANGUAGE

As discussed in **Chapter V**, the Act requires specific nexus findings to be made as part of the mitigation fee adoption process. Sample findings language that could be used for the Fee is shown below. This language should be reviewed and approved by the legal counsel of the agencies adopting the Fee.

Sample Finding Language: Purpose of the Fee. The Board of Directors / Board of Supervisors / City Council finds that the purpose of the mitigation fees hereby enacted is to protect the public health, safety, and welfare of the community by requiring new development to contribute to the cost of fire protection and emergency medical response facilities necessary to mitigate the impacts created by that development.

Sample Finding Language: Use of the Fee. The Board of Directors / Board of Supervisors / City Council finds that revenue from the mitigation fees hereby enacted will be used to provide public facilities needed to mitigate the impacts of new development. These facilities are identified in the Lakeport Fire Protection District Fire Mitigation Fee Nexus Study prepared by Ridgeline Municipal Strategies, LLC[12].

Sample Finding Language: Reasonable Relationship. Based on analysis presented in the Lakeport Fire Protection District Fire Mitigation Fee Nexus Study prepared by Ridgeline Municipal Strategies, LLC, the Board of Directors / Board of Supervisors / City Council finds that there is a reasonable relationship between:

a. The use of the mitigation fee and the types of development projects on which the fee is imposed;
b. The need for public facilities and the types of development projects on which the fee is imposed; and,
c. The amount of the fee and the cost of the public facilities attributable to the development on which the fee is imposed.

FEE EFFECTIVE DATE

Once the Fee is adopted, there is a mandatory 60-day waiting period before it takes effect, unless an urgency ordinance, valid for 30 days, is adopted making certain findings regarding the claimed urgency. The ordinance must be readopted at the end of the first period (and possibly at the end of the second period, depending on the City Council and the County Board of Supervisors meeting dates) to cover the next 30 days and, as such, the entire 60-day waiting period. Fees adopted or increased by urgency go into effect immediately.

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12 Gov't Code Section 66001(a)(2) stipulates that the use of the fee may be specified in a capital improvement plan, the general or specific plan, or other public documents that identify the public facilities for which the fee is charged. The Nexus Study is an example of such public document.

FEE APPLICABILITY

Once the Fee takes effect, it will be collected by the District on all new residential and nonresidential development, including additions to existing development, which requires the issuance of building permit within the District boundary.

Large or specialized development may necessitate special considerations and could be evaluated on a project-by-project basis. In-lieu mitigation agreements may be required to accurately determine mitigation fees for development projects with unique characteristics.

Accessory dwelling units ("ADUs") are included in the Fee Program and subject to the Fee if their square footage is 750 sq. ft. or greater. The Fees for ADUs shall be charged proportionately in relation to the square footage of the primary dwelling unit. A change in the State law could result in ADUs under 750 sq .ft. to no longer be exempt from the Fee.

SB 330 (The Housing Crisis Act of 2019) prohibits imposition of new requirements on a housing project once a preliminary application has been submitted. The rule applies to mitigation fee increases, except when the fee resolution or ordinance authorizes automatic inflationary fee adjustments.

The Act stipulates that a local agency shall not require the payment of mitigation fees by residential development prior to the date of the final inspection or of the issuance of a certificate of occupancy, whichever occurs first. However, "utility service fees" (term not defined in the Act) may be collected upon application for utility service. In a residential development project of more than one dwelling, the Act allows the agency to determine whether to collect the fees either for individual units or for project phases upon final inspection or certificate of occupancy, whichever occurs first, or for the entire project upon final inspection or certificate of occupancy, whichever occurs first, for the first dwelling unit.[13]

The Act provides two exceptions when the local agency may require fee payment from residential development at an earlier time[14]:

1. When the local agency determines that the fees "will be collected for public improvements or facilities for which an account has been established and funds appropriated and for which the local agency has adopted a proposed construction schedule or plan prior to final inspection or issuance of the certificate of occupancy," or
2. When the fees are "to reimburse the local agency for expenditures previously made." [15]

The Act does not specify any restrictions on the time at which mitigation fees may be collected on nonresidential development.

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[13] Gov't Code § 66007(a)

[14] Gov't Code § 66007(b)(1)

[15] This exception does not apply to units reserved for occupancy by lower income households included in residential development proposed by a nonprofit housing developer in which at least 49% of the total units are reserved for occupancy by lower income households at an affordable rent. See Gov't Code § 66007(b)(2)(A).

If the fees are not fully paid prior to the building permit issuance for residential development, the local agency may require the property owner to execute a contract to pay them within the time specified above and record that contract as a lien against the property until the fees are paid.[16]

FEE PROGRAM ADMINISTRATION

The Act establishes procedures for mitigation fee program administration, including collection, handling, accounting, reporting, and refunds.

FEE COLLECTION AND HANDLING

There likely to be a delay in spending collected Fee revenue on facilities until a sufficient fund balance is accumulated. The District is required to deposit, invest, account for, and expend the Fee in a prescribed manner.

The Fee revenue must be deposited into a separate capital facilities account or fund to prevent commingling with other District revenues. Interest earned on the capital facilities account or fund balance must be credited to the Fee Program.[17] Common practice is to maintain separate funds or accounts for mitigation fee revenues by facility category (e.g., fire protection), but not necessarily for individual projects.

The Fee revenue may only be used for the purpose for which it was collected, i.e., for capital facilities that expand the District's ability to deliver its Services to accommodate new development. This conforms with the reasonable relationship between new development and use of fee revenue standard. The District may revise the planned facilities scope and substitute other facilities as long as they help expand the District's system.

REPORTING REQUIREMENTS

The Act mandates annual and five-year reporting for mitigation fee programs, as described below. As the Fee must be adopted by the City and the County on behalf of the District, the three agencies should determine who is responsible for such reporting and develop procedures to ensure compliance with the Act reporting requirements.

Annual Report

The Act requires that an "Annual Report" be made available to the public within 180 days of each fiscal year end. The report must contain the following information:

- a brief description of the type of the Fee in the fund;
- the amount of the Fee;

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[16] Gov't Code § 66007(c)

[17] Gov't Code § 66006(a)

- the beginning and ending balance of the fund;
- the Fee amount collected and the interest earned;
- an identification of each public improvement on which the Fee was expended and the amount of the expenditures for each improvement, including the total percentage of the cost that was funded by the Fee;
- if the District determines that sufficient funds have been collected to complete an incomplete public improvement, an identification of an approximate date by which construction of the facility will commence;
- a description of each inter-fund transfer or loan made from the fund, including the public improvement on which the transferred or loaned Fee will be expended, the date on which any loan will be repaid, and the rate of interest that the fund will receive on the loan; and
- the amount of money refunded under Gov't. Code § 66001.

AB 516 recently added the following requirements to the content of the Annual Report:

- an identification of each public improvement identified in a previous Annual Report as having sufficient fund to complete such improvement and whether construction began on the approximate date noted in the previous report;
- if the construction for the above identified improvement did not commence by the approximate date provided in the previous report, the reason for the delay and a revised approximate date that the agency will commence construction;
- the number of persons or entities identified to receive refunds.

The District must review the Annual Report at the next regularly scheduled public meeting, but not less than 15 days after it was made available to the public. Notice of the time and place of the meeting, including the address where the Annual Report may be reviewed, shall be mailed, at least 15 days prior to the meeting, to any party who files a written request for mailed notice of the meeting. Written requests for mailed notices are valid for one year from the date filed unless renewed by April 1 of each year. A reasonable annual charge for sending notices based on the estimated cost of providing the service may be established.

Five-Year Findings Report

In the fifth fiscal year following the first receipt of any Fee proceeds, and every five years thereafter, the District, City, and County must comply with the Gov't Code § 66001(d)(1) by demonstrating that the District still needs unexpended Fee revenues to achieve the purpose for which it was originally imposed and that the District has a plan on how to use the unspent balance to achieve that purpose. The following findings, entitled "Five-Year Findings Report," shall be made with respect to that portion of the fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the Fee is to be put;
- Demonstrate a reasonable relationship between the Fee and the purpose for which it is charged;

- Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate fund.

These findings are to be made in conjunction with the Annual Report discussed above.

The District must refund the unspent or uncommitted Fee revenue portion for which a need could not be demonstrated, unless the administrative costs exceed the amount of the refund.

Fee Refunds for Incomplete Projects

If all necessary funds have been collected to construct a public improvement, but the improvement remains incomplete, the District, within 180 days of determining that sufficient funds have been collected, shall identify an approximate date by which construction will commence. If such identification is not made, the District shall refund to the then current record owner of the development project on a prorated basis the unexpended portion of the Fee and any accrued interest, provided that if the administrative costs of such refund exceed the amount to be refunded.[18]

FEE EXEMPTIONS, REDUCTIONS, AND WAIVERS

Several types of development are specifically exempt from the Fee Program:

- All public agencies, including federal and state agencies, public school districts, the County, and the City, unless other arrangements or agreements are negotiated with the District.
- Replacement or reconstruction on the same parcel by the owner of a dwelling or dwellings damaged or destroyed by fire or other calamity or demolished for replacement provided that:
    - The application for building permit to replace such dwelling is filed with the City or County within one (1) year after the destruction or demolition of the dwelling, or within three (3) years of the date a local emergency is declared if the destruction or demolition occurred within the geographical area encompassed by that local emergency declaration and resulted from events giving rise to said declaration;
    - There is no change in occupancy or land use type; and
    - There is no increase in square footage of the structure.
- Residential accessory structures that do not increase covered building square footage such as open decks and pools.
- ADUs that are under 750 sq. ft. Such ADUs are currently exempt from development impact fees by the State law. A change in the law could result in such ADUs to no longer be exempt.

[18] Gov't Code § 66001(e)

Written fee waivers may be available on a case-by-case basis for certain agricultural facilities and temporary structures (including temporary mobile homes).

If a development project is found to have no impact on facilities for which the Fee is charged, such project will be exempted from the Fee.

If a project has characteristics that make its impacts on a particular public facility significantly and permanently smaller than the average impact used to calculate the Fee, the Fee should be reduced accordingly. Since there must be a reasonable relationship between the Fee amount and the cost of the public facility attributable to the development on which the Fee is imposed, the Fee reduction is required if the fee is not proportional to the impact of the development.

In some cases, the District may desire to voluntarily waive or reduce the Fees that would otherwise apply to a project as a way of promoting goals such as affordable housing or economic development. Such a waiver or reduction may not result in increased costs to other development projects, so the effect of such policies is that the lost revenue must be made up from other fund sources.

FEE CREDITS

Developer Fee Credits and Reimbursements

The purpose of the Fee Program is to provide funds for new fire protection and emergency medical response facilities. While it is not anticipated that private developers will dedicate land or provide facilities for the District, should this occur, the developers may enter into a Fee credit and reimbursement agreement with the District. If a developer voluntarily offers to dedicate land or construct facilities in lieu of paying the Fee, the District may accept or reject such offer and negotiate the terms under which such offer is accepted. Excess developer contributions may be offset by reimbursement agreements.

The following conditions will apply to developer credits and reimbursements:

- Only funds collected through the Fee Program shall be used to reimburse a developer who provided eligible facilities or acquired eligible equipment identified in the Fee Program.
- The value of any developer-provided facilities for Fee credit or reimbursement purposes shall be based upon the lesser of (a) the actual facility cost or (b) the cost estimates (as updated) used to establish the Fee amount.
- The use of accumulated Fee revenues shall be in the following priority order: (1) critical projects, (2) repayment of inter-fund loans, and (3) repayment of accrued reimbursement to private developers. A project is considered to be a "critical project" when failure to complete it prohibits further development within the District.

Credit for Existing Development

To comply with the Act and recent court cases, a Fee credit must be given for demolished existing square footage as part of a new development project.

CAPITAL IMPROVEMENT PLAN AND ANNUAL UPDATES

The Act specifies that if a local agency cites a capital improvement plan to identify the use of mitigation fees, that plan must be adopted and annually updated by a resolution of the governing body at a noticed public hearing[19]. Alternatively, improvements can be identified by applicable general or specific plans or in other public documents (such as this Nexus Study)[20].

A capital improvement plan often has a limited planning horizon. As such, it may not include all facilities needed to serve future development covered by a fee program.

We recommend that this Nexus Study be cited as the public document identifying the use of the Fee.

ANNUAL AUTOMATIC INFLATION ADJUSTMENT

The Nexus Study calculates the Fee based on current cost estimates expressed in 2023 dollars. To ensure that the Fee Program stays fiscally viable, these cost estimates should be automatically adjusted annually to account for inflation and changes in the costs of public facilities covered by the Fee that have not been completed. A recommended index for such adjustments is the Engineering News Record Building Cost Index (20-Cities Average) published monthly in the Engineering News Record for the 12-month period ending in the month before the adjustment takes place.

Any inflationary adjustment must first be authorized in the enacting Fee resolution or ordinance. The adjustments are recommended to take place annually on July 1, beginning on July 1, 2024.

FEE UPDATES

The District should conduct periodic reviews of development patterns and projections, construction costs, and available funding sources. If costs, development projections, or other funding sources change materially, the Fee should be updated accordingly. Any such updates must be presented to the District's Board of Directors, the City Council, and the County Board of Supervisors before becoming effective.

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19 Gov't Code § 66002 (b)

20 Gov't Code § 66001 (a) (2)

Additionally, the Act requires[21] that nexus studies must be updated at least every eight years. Therefore, the next Nexus Study update is due no later than November 1, 2031. However, if new material information becomes available prior to that, the District should consider updating the Fee earlier.

TRANSPARENCY REQUIREMENTS[22]

The District, City, and County must make the following information available on their internet websites:

- A current schedule of or direct link to the Fee;
- The current and five previous Annual Reports;
- The current and any previous nexus studies conducted after January 1, 2018.

All such information needs to be updated within 30 days of any changes.

AB 516 recently added the following transparency requirements:

- A local agency shall inform a person paying a mitigation fee of both of the following:
    - The person's right to request an audit of the fee program; and
    - The person's right to file a written request for mailed notice of the local agency's meeting to review the information made public pursuant to the fee program.
- A local agency shall provide a person paying a mitigation fee a link to the page on the local agency's internet website where the information made public regarding the fee program is available for review.

TRAINING AND PUBLIC INFORMATION

Effective mitigation fee program administration requires considerable preparation and training. The following practices are recommended:

- Ensure that the District, City, and County staff members responsible for collecting the Fee and for explaining it to the public understand both the details of the Fee Program and its supporting rationale.
- Review all printed materials containing the Fee information for the public to ensure that the Fee is clearly distinguished from other fees, such application fees, and the purpose and use of the Fee are clearly stated.
- Ensure that anyone responsible for accounting, budgeting, or project management for facilities funded by the Fee is fully aware of the Fee revenue use restrictions, and that this Nexus Study is referenced to for a list of facilities on which the Fee calculations are based.

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21 Gov't Code § 660016.5 (a)(8)

22 Gov't Code § 65940.1 (a)

Appendix A:
Development Analysis Supporting Data

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Table A-1
Lakeport Fire Protection District
Manufactured Home Communities Detail

Community Name / Address	Single-Wide		Double-Wide		Total	
	Homes	Sq.Ft. [1]	Homes	Sq.Ft. [2]	Homes	Sq.Ft.
Lucky Four Trailer Resort 1060 N Main St, Lakeport	7	6,720	3	4,800	10	11,520
Fairgrounds Village 1025 Martin St, Lakeport	19	18,240	37	59,200	56	77,440
Rainbow 3515 Lakeshore Blvd, Lakeport	21	20,160	6	9,600	27	29,760
Colonial Mobile Village 3039 Lakeshore Blvd, Lakeport	8	7,680	7	11,200	15	18,880
Northport Trailer Resort 5020 Lakeshore Blvd, Lakeport	14	13,440	15	24,000	29	37,440
Perks Estates 4265 Lakeshore Blvd, Lakeport	2	1,920	48	76,800	50	78,720
Aqua Village 1350 S Main St, Lakeport	24	23,040	2	3,200	26	26,240
Clearlake Marina 1400 S Main St, Lakeport	27	25,920	15	24,000	42	49,920
Lakeport Lagoons 1800 S Main St, Lakeport	2	1,920	92	147,200	94	149,120
Sterling Shore Estates 5830 Robin Hill Dr, Lakeport	1	960	66	105,600	67	106,560
Lakeside Village 5330 Lakeshore Blvd, Lakeport	24	23,040	26	41,600	50	64,640
Countrywood Estates 4035 Lakeshore Blvd, Lakeport	11	10,560	10	16,000	21	26,560
Running Springs 291 Crystal Lake Wy, Lakeport	13	12,480	0	0	13	12,480
Willow point 1 1st St, Lakeport	17	16,320	0	0	17	16,320
4850 Lakeshore Blvd, Lakeport	6	5,760	0	0	6	5,760
Pier 1900 1900 S Main St, Lakeport	0	0	53	84,800	53	84,800
TOTAL	**196**	**188,160**	**380**	**608,000**	**576**	**796,160**

Source: Ridgeline

[1] Assumes 960 sq.ft. per home
[2] Assumes 1,600 sq.ft. per home

Table A-2
Lakeport Fire Protection District
Single Family Home Development Summary

Fiscal Year	New Homes	Total Sq.Ft.	Avg Sq.Ft.
2020	14	21,036	1,503
2021	18	28,099	1,561
2022	11	15,146	1,377
2023	9	20,984	2,332
Total	**52**	**85,265**	**1,640**
Average	**13**	**21,300**	

Source: Lakeport Fire Protection District

Table A-3
Lakeport Fire Protection District
Residential Additions and Nonresidential Development

Description / Fiscal Year	Sq.Ft.
Residential Additions	
2020	5,161
2021	1,752
2022	2,814
2023	3,342
Total Residential Additions	**13,069**
Residential Additions Average / Year	**3,300**
Nonresidential Development	
2020	4,175
2021	90,017
2022	12,511
2023	4,170
Total Nonresidential Development	**110,873**
Nonresidential Dev't Average / Year	**27,700**

Source: Lakeport Fire Protection District

Appendix B:
District Facility Supporting Data

Table B-1	Land Value Estimate	Page 48
Table B-2	Existing Equipment Inventory	Page 49
Table B-3	Planned Equipment Inventory	Page 50

Table B-1
Lakeport Fire Protection District
Land Value Estimate (2023 $)

Property Description	Status	Notes	Sale Date	Acres	Total Price	Price / Acre
3955 Hill Rd, Lakeport, CA	Sold		10/18/2021	5.49	$210,000	$38,251
18196 S State Hwy 29, Middletown, CA	Sold		1/5/2022	111.71	$10,869,880	$97,304
1900 S. Main St, Lakeport, CA	Sold	Retail Center	3/1/2022	2.23	$325,000	$145,740
8840 Red Hills Rd, Kelseyville, CA	Listed	Brightwood Villages		167.1	$2,300,000	$13,764
15197 Olympic Drive, Clearlake, CA	Listed			0.99	$235,000	$237,374
16125-16175 Main St, Lower Lake, CA	Listed			2.35	$595,000	$253,191
5860 Live Oak Dr., Kelseyville, CA	Listed	MF		8.77	$975,000	$111,174
15400 Davis Ave, Clearlake, CA	Listed	Distress		32.27	$900,000	$27,890
Estimated Land Value for a smaller developable site						**$150,000**

Source: CoStar and Marcus & Millichap

Table B-2
Lakeport Fire Protection District
Existing Equipment Inventory (2023 $)

Description	Qty	Cost Per Unit	Total Estimated Cost
SCBAs	29	$7,600	$220,400
Lifepaks	3	$50,000	$150,000
Hoses			$150,000
Structure Turnouts	30	$4,335	$130,050
Radios and Headsets			$75,725
Stryker Gurneys	3	$18,565	$55,695
Compressor	1	$46,000	$46,000
Wildland Turnouts	30	$1,525	$45,750
Station Furniture			$37,800
Lucas Devices	2	$18,750	$37,500
Fans	4	$6,165	$24,660
Nozzles	28	$800	$22,400
Extractor	1	$21,000	$21,000
Thermal Imagers			$19,500
Rescue 42 Telecrib Stabalizers - Truck	3	$6,300	$18,900
Core Pumps	2	$9,335	$18,670
Spreaders	2	$8,320	$16,640
Generator	1	$16,000	$16,000
Cutters	2	$7,390	$14,780
Telescope	2	$6,090	$12,180
Office Phones			$12,000
Ladders			$10,480
Workout Equipment			$9,000
RIT-Paks	2	$3,900	$7,800
Computers			$6,000
Forestry Saws	4	$1,400	$5,600
Appliances			$5,100
Ice Machine	1	$4,500	$4,500
Welder	1	$4,200	$4,200
Rescue 42 Telecrib Stabalizers - Car	3	$1,350	$4,050
Power Cutters	2	$2,000	$4,000
Cell Phones / Tablets / Hotspots			$4,000
Air Compressor	1	$3,400	$3,400
Vent Saw	1	$3,200	$3,200
Office Furniture			$3,000
Flood Lights	3	$1,000	$3,000
AEDs	2	$1,500	$3,000
Pumps			$2,500
Battery Chargers			$2,330
Airbag Vehicle Lift	1	$1,795	$1,795
Gas Meter	1	$1,500	$1,500
Floor Buffer	1	$1,400	$1,400
Fire Hooks / Halligans	8	$150	$1,200
Sawzall	2	$500	$1,000
Axes	8	$100	$800
TOTAL			**$1,238,505**

Source: Lakeport Fire Protection District

Table B-3
Lakeport Fire Protection District
Planned Equipment Inventory (2023 $)

Description	Qty	Cost Per Unit	Total Estimated Cost
Generator	1	$21,000	$21,000
Dispatch Systems	2	$8,300	$16,600
PPE Lockers	20	$600	$12,000
PPE - Wildland	18	$2,000	$36,000
PPE - Structure	18	$6,000	$108,000
Medical Cabinets	2	$500	$1,000
Security Systems	2	$15,000	$30,000
Extraction Equipment	1	$25,000	$25,000
Fire Hose Storage Rack	2	$4,000	$8,000
TOTAL			**$257,600**

Source: Lakeport Fire Protection District

CONTACT INFORMATION

This report was prepared for Lakeport Fire Protection District by Ridgeline Municipal Strategies, LLC ("Ridgeline").

Ridgeline is a municipal advisory and financial consulting firm registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

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ORDINANCE NO. XX (2024)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEPORT AMENDING CHAPTER 3.34 OF THE LAKEPORT MUNICIPAL CODE ESTABLISHING THE RATE FOR THE FIRE MITIGATION FEES

WHEREAS, Chapter 3.34 et seq. of the Lakeport Municipal Code currently delineates the City's "Fire Mitigation Fees" Ordinance, outlining the City's procedure on the adoption and collection of said fees to support the affected Fire Agency; and

WHEREAS, Section 3.34.080, entitled "Fire mitigation fee ceiling established," establishes a maximum ceiling for the rates of fire mitigation fees that may be adopted by the City Council, with adjustments traditionally made through Council resolutions; and

WHEREAS, it is deemed necessary to amend Section 3.34.080 to allow for the adjustment of fire mitigation fees via Council resolution, in line with prevailing municipal practices, as well as provide for other updates.

NOW, THEREFORE, the City Council of the City of Lakeport does ordain as follows:

SECTION 1. The above recitals are incorporated by reference are true and correct.

SECTION 2: LMC Section 3.34.070 B.1 is hereby amended to read as follows:

B. The fire agency resolves as follows:

1. The agency requests the city to impose a ~~specified percentage of the fire mitigation fee ceiling~~ ***fire mitigation fee and an annual inflation adjustment*** on the agency's behalf upon applicants for building permits or other permits for development.

SECTION 3: LMC Section 3.34.070 D is hereby amended to read as follows:

The governing body of the fire agency shall send a certified copy of the resolution and the capital fire facility and equipment plan to the city manager. The city manager shall agendize such resolution and capital fire facilities and equipment plan for the city council's approval at a public hearing noticed in the manner required by Government Code Section 66002(b). At the close of the public hearing thereon, the city council may approve such resolution and capital fire facilities and equipment plan if it finds that such documents meet the requirements of this chapter, the city of Lakeport general plan and Government Code Section 66000 et. Seq. The provisions of this chapter shall be applicable to all building permits and other permits issued for new construction within the boundaries of the city of Lakeport ~~thirty~~ ***sixty*** days after the city council approval. The agency shall provide prior written notice to the city building official of the effective date of its mitigation fee and changes thereto.

SECTION 4: LMC Section 3.34.070 E is hereby amended to read as follows:

By March 31st of each year following the year of the original adoption of a resolution and approved by the city council pursuant to this section, the agency shall submit a copy of a new resolution adopted by the governing board of the agency making the findings requested by this section and setting the fire mitigation fee amount automatically adjusted for inflation as requested by the agency. The automatic annual inflation adjustment of the fire mitigation fee does not require an approval of the city council if the city council included this adjustment in the resolution adopted under Section 3.34.080(B) below This revision shall be effective the following July 1st.

SECTION 5: LMC Section 3.34.080 is hereby amended to read as follows:

Fire mitigation fee ~~ceiling established~~ ***set by Resolution***.
~~Based upon the average cost providing a fully equipped fire station within the county of Lake, in relation to the average number of new structures served by the station, a fire mitigation fee ceiling of forty-six cents per square foot of construction for all covered roof area is established. The fire mitigation fee ceiling for buildings that install a fire sprinkler system shall be twenty-three cents per square foot of construction for all covered roof area~~.

A. A fire mitigation fee is hereby authorized and shall be allocated to the affected fire agency for the acquisition of capital facilities and equipment in order to ensure the provision necessary levels of fire protection services necessitated by new development via a nexus study adopted by the agency.

B. The city council shall, by resolution, set forth the specific amount of the fire mitigation fees, describe the benefit and impact area on which the fees are imposed, list the specific public improvements to be financed, describe the estimated cost of these facilities and the reasonable relationship between the fees and the various types of new development on which the fees are imposed, and set forth the time and terms of payment of the fees.

C. On an annual basis, the fire agency shall review any fire mitigation fees the city imposes on its behalf to determine whether the fee amounts are reasonably related to the impacts of development and whether the described public facilities are still needed.

SECTION 6. Severability: Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 7. CEQA. The action being considered by the City Council is an administrative activity of government that will not result in a direct or indirect physical change in the environment. The City Council finds pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.) and State CEQA Guidelines (Section 1500 et seq., Title 14 of the California Code of Regulations) and determines

that this Ordinance is not a "project" pursuant to Public Resources Code Section 210065, and that it is exempt from the provisions of CEQA pursuant to Guidelines Sections 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) and 15321 (enforcement actions by regulatory agencies);

SECTION 8. Effective Date. This ordinance shall take effect sixty (60) days after adoption as provided by Government Code section 66017.

SECTION 9. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall give notice of its adoption as required by law. Pursuant to Government Code section 36933, a summary of this Ordinance may be published and posted in lieu of publication and posting the entire text.

INTRODUCED and first read at a regular meeting of the City Council on the 16th day of April 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

FINAL PASSAGE AND ADOPTION by the City Council of Lakeport occurred at a meeting thereof held on the 7th day of May, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
MICHAEL FROIO, Mayor

ATTEST:

_____
KELLY BUENDIA, City Clerk
City of Lakeport

DRAFT

RESOLUTION NO. _____ (2024)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT ADOPTING REVISED FIRE MITIGATION IMPACT FEES

WHEREAS, the Lakeport Fire Protection District, hereinafter the "District", is the local government entity responsible for providing fire protection services within the City of Lakeport; and

WHEREAS, the City Council pursuant to California Government Code Sections 66000 et. Seq. may impose a fee as a condition of approval of a development project to defray all or a portion of the cost of public facilities related to the development project, including facilities for special districts that provide services within the City of Lakeport; and

WHEREAS, The District Board of Directors held a public hearing on January 9, 2024 and adopted Lakeport Fire Protection District RESOLUTION No. 23/24-07, attached hereto and incorporated herein as Exhibit A, requesting City Council adopt and implement revised Fire Mitigation Impact Fees based on the completed *Lakeport Fire Protection District Fire Mitigation Fee Nexus Study* of December 2023 prepared by Ridgeline Municipal Strategies, and on file with the City Clerk; and

WHEREAS, on March 12, 2024, the City Clerk's office posted notice of the City's intent both to accept the *Lakeport Fire Protection District Fire Mitigation Fee Nexus Study* and to adopt the fees it recommends; and

WHEREAS, the fire mitigation impact fees shall be automatically adjusted for inflation each year by an amount equal to the percentage change in the Engineering News-Record Construction Cost Index (20-City Average), or its successor publication; and

WHEREAS, the City Council held a public hearing(s) on the matter on April 16, 2024 and May 7, 2024 and accepted oral and written comments from the public and interested parties and considered such comments before taking action.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeport as follows:

Section 1. The City's adoption, implementation, and distribution of the fee under Section 2 below is contingent upon the District's agreement to defend, indemnify, and hold the City, its officers, agents, and employees harmless from and against any and all liability, loss, damage, claims, judgments, costs, staff time, losses, expenses, and any other costs of defense arising out of, resulting from, or related to the creation, establishment, modification, collection,

or disbursement of fees on behalf of the District or any other obligation of the District or City to collect and distribute fees on behalf of the District.

Section 2. The City Council hereby accepts and adopts the *Lakeport Fire Protection District Fire Mitigation Fee Nexus Study*, dated December 2023.

Section 3. The City Council hereby adopts the following fire mitigation impact fees on behalf of the Lakeport Fire Protection District:

Description		Amount / Sq. Ft.		
		Residential	Nonresidential	*High Impact Surcharge
Base Fee per sq. ft.		$1.96	$2.40	$0.49
Administrative Surcharge	2%	$0.04	$0.05	$0.01
Total Fee Amount		**$2.00**	**$2.45**	**$0.50**

*A high impact surcharge is imposed for buildings of three (3) stories and above and for nonresidential buildings with a footprint of 15,500 sq. ft. or more.

The foregoing Resolution was passed and adopted at a regular meeting of the City Council on the 7th day of May, 2024, by the following vote:

AYES:
NOES:
ABSTAINING:
ABSENT:

_____
MICHAEL FROIO, Mayor

ATTEST:

_____
KELLY BUENDIA, City Clerk

RESOLUTION NO. 23/24-07

LAKEPORT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

A RESOLUTION MAKING FINDINGS AND REQUISITION IMPOSITION OF FIRE MITIGATION FEES PURSUANT TO THE CITY OF LAKEPORT FIRE MITIGATION FEE ORDINANCE

WHEREAS, the Lakeport Fire Protection District, (DISTRICT), City of Lakeport, State of California, is anticipating that new development will occur within the DISTRICT which will cause the need for the expansion of existing fire protection facilities: and,

WHEREAS, the DISTRICT does not have sufficient funds available to construct additional facilities from fund balances, capital facility funds, property tax sources, fire suppression assessments, or any other appropriate sources necessitated by new development: and,

WHEREAS, in order to protect the health and safety of the residents of the DISTRICT, it is necessary to request the City of Lakeport to implement the Fire Mitigation Fee Ordinance within the DISTRICT; and,

WHEREAS, the District engaged Ridgeline Municipal Strategies to conduct a study to determine the correct mitigation fee to be charged; and

WHEREAS, the mitigation fee study determined that the correct mitigation fees for new construction in the District are $2.00 per sq ft for residential and $2.45 per sq ft for non-residential, as well as a $.50 per sq ft high-impact surcharge for buildings over 3 stories and/or greater than 15,500 sq ft.

WHEREAS, the mitigation fee study also recommended an annual adjustment of the mitigation fees due to inflation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the DISTRICT does hereby make the following findings:

The DISTRICT does not have existing fire protection facilities and equipment which could be used to provide an adequate level of services to new development within the DISTRICT'S boundaries.

The DISTRICT does not have sufficient funds available to construct additional facilities from fund balances, capital facility funds, property tax sources, fire suppression assessments, or any other appropriate sources.

The lack of fire protection facilities and equipment to serve new development would create a situation perilous to public health and safety if fire mitigation fees were not levied within the DISTRICT.

BE IT FURTHER RESOLVED that:

1) Resolution 22-23/01 is repealed in its entirety and replaced with this resolution.

2) The DISTRICT requests that the City of Lakeport collect 100% of the fire mitigation fee ceiling of $2.00 per sq ft for residential and $2.45 per sq ft for non-residential, as well as a $.50 per sq ft high-impact surcharge for buildings 3 stories or over and/or 15,500 sq ft. or greater on the DISTRICT'S behalf upon applicants for building permits or other permits for development within the City of Lakeport.

3) To adjust for inflation, each year the Board may approve a rate increase, based on the Engineering News Record Building Cost Index (20-cities average), and no ceiling or maximum inflation adjustment is established.

4) Mitigation fees paid pursuant to the Fire Mitigation Fee Ordinance shall only be used to expand the availability of capital facilities and equipment to serve new development.

5) The DISTRICT shall account for all funds received by the District for mitigation fees collected in the City of Lakeport under this Resolution and all interest subsequently earned by the DISTRICT on these funds, in a separate budget accounting category to be known as the "City of Lakeport Fire Mitigation Fee".

6) The DISTRICT shall expend funds from said "City of Lakeport Fire Mitigation Fee" budget accounting category only for those purposes of providing capital facilities and equipment to serve new development.

7) The DISTRICT shall submit a Fire Mitigation Fee Annual Report no later than October 31 of each year to the City Manager. Said report shall include, but not be limited to, the balance in the account at the end of the previous fiscal year, the fee revenue received, the amount and type of expenditures made, and the ending balance in the fund. In addition, the report shall specify the action the DISTRICT plans to take to alleviate the facility and equipment needs caused by new development in a capital fire facilities and equipment plan adopted at a noticed public hearing. The DISTRICT shall make available, upon request by the City Manager, a copy of its annual audit report.

8) The DISTRICT shall make its records justifying the basis for the fee amount available to the public on request.

9) The DISTRICT shall hold the City harmless for any errors made by the City in collection or accounting for the fees for the DISTRICT.

10) The DISTRICT shall make findings, with respect to any portion of the fee remaining unexpended or uncommitted in its account five or more years after deposit of the fee, to identify the purpose to which the fee is to be put and to demonstrate a reasonable relationship between the fee and the purpose for which it was charged. The DISTRICT shall refund to the then current record owner or owners of the development project or projects on a prorated basis, the unexpended or uncommitted portion of the fee and any interest accrued thereon, for which need cannot be demonstrated.

A certified copy of this Resolution shall be delivered to the Clerk of the Lakeport City Council.

THIS RESOLUTION WAS PASSED AND ADOPTED by the Board of Directors of the Lakeport Fire Protection District at a legally noticed meeting thereof held on the 9th day of January, 2024, by the following vote:

AYES: Bedford, Britton, Brown, Warrenburg & Gabe
NOES:
ABSENT OR NOT VOTING:

ATTEST:

Ray Lavelle
Board Clerk

William Gabe
Chair, Board of Directors

CITY OF LAKEPORT

City Council ☒
City of Lakeport Municipal Sewer District ☐
Lakeport Industrial Development Authority ☐
Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE: Adoption of a Resolution Affirmatively Furthering Fair Housing	**MEETING DATE:** 04/16/2024
SUBMITTED BY: Joey Hejnowicz, Community Development Director	
PURPOSE OF REPORT: ☐Information only ☐ Discussion ☒Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:
The City Council is being asked to receive a presentation and adopt a resolution Affirmatively Furthering Fair Housing (AFFH) in Lakeport.

BACKGROUND
Discriminatory government policies, exclusionary tactics, and disparate treatment have long been key components of the housing system and have encouraged spatial inequality based on race. For decades, systemic redlining, restrictive covenants in private land sales, and residential segregation restricted many groups, particularly communities of color, from accessing opportunity and meaningful fair housing choice.

To address this, Congress established the Fair Housing Act in 1968 to prohibit discrimination in the sale, rental, and financing of housing based on race, religion, and national origin. Over time the law expanded its protections to include discrimination based on sex, disability, and familial status. The law also introduced the need to go beyond just prohibiting discrimination to instead affirmatively creating real housing choice by affirmatively furthering fair housing.

However, while federal mandates prohibited overt forms of housing discrimination, residential segregation has remained through the use of more subtle, discriminatory methods that reinforce patterns of segregation that persist in California today. AB 686 introduces strong state policy to ameliorate this issue.

In 2018, the California State Legislature passed AB 686 to expand upon the fair housing requirements and protections outlined in the Fair Employment and Housing Act (FEHA). The law:

- requires all state and local public agencies to facilitate deliberate action to explicitly address, combat, and relieve disparities resulting from past patterns of segregation to foster more inclusive communities.
- creates new requirements that apply to all housing elements due for revision on or after January 1, 2021.

The passage of AB 686 protects the requirement to affirmatively further fair housing within California state law, regardless of future federal actions. It also preserves the strong policy in the U.S. Department of Housing and Community Development's (HUD) Affirmatively Furthering Fair Housing Rule as published in the Federal Register in 2015.

As of January 1, 2019, AB 686 proactively applies the obligation to affirmatively further fair housing to all public agencies in California. Public agencies must now examine existing and future policies, plans, programs, rules, practices, and related activities and make proactive changes to promote more inclusive communities.

DISCUSSION

Affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all a public agency's activities and programs relating to housing and community development.

The City of Lakeport actively anticipates opportunities to ensure compliance with HUD/HCD programs. Our goal is not only to meet requirements but also to set Lakeport apart from other applicants in the upcoming CDBG Notice of Funding Availability cycles. This resolution demonstrates the City's dedication to combat discrimination and foster inclusivity.

OPTIONS:

1. Adopt the Resolution Affirmatively Furthering Fair Housing.
2. Do not adopt the Resolution Affirmatively Furthering Fair Housing.

FISCAL IMPACT:

☒ None ☐ $ Budgeted Item? ☐Yes ☐ No

Budget Adjustment Needed? ☐Yes ☒ No If yes, amount of appropriation increase: $

Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments**:**

COUNCIL PRIORITIES:

☐ Priority #1: Public Safety & Crisis Response

☐ Priority #2: Disaster Resiliency

☒ Priority #3: Good Governance & Fiscal Stability

☐ Priority #4: Capital Infrastructure Improvement

☒ Priority #5: Safe, Sustainable & Attractive Neighborhoods

☐ Priority #6: Economic Development

SUGGESTED MOTION: Adopt a resolution Affirmatively Furthering Fair Housing (AFFH) in Lakeport.

☒ **Attachments:**

1. Resolution
2. Are you a victim brochure English
3. Are you a victim brochure Spanish
4. Fair Housing Poster Spanish
5. Fair Housing Poster English
6. Fair Housing Brochure English
7. Fair Housing Booklet English
8. Fair Housing Booklet Spanish
9. Summary of Action for Cities and Counties

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT ADOPTING A RESOLUTION AFFIRMATIVELY FURTHERING FAIR HOUSING

WHEREAS, let it be known to all persons of the City of Lakeport that discrimination in the sale, rental, lease, advertising of sale, rental or lease, financing of housing or land to be used for construction of housing, or in the provision of brokerage or rental services because of race, color, religion, sex, disability (physical or mental), familial status (children) or national origin is prohibited by Title VIII of the federal Fair Housing Amendments Act of 1988; and

WHEREAS, it is the policy of the City of Lakeport to support the Fair Housing Amendments Act of 1988 and to implement a Fair Housing Program to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, disability (physical and mental), familial status (1. children, and 2. actual or perceived sexual orientation, gender identity or marital status or its members), or national origin; and

NOW, THEREFORE, BE IT RESOLVED that within the resources available to the City of Lakeport through city, county, state, federal and community volunteer sources, the City of Lakeport will assist all persons who feel they have been discriminated against because of race, color, religion, sex, disability (physical and mental), familial status (children) or national origin in the process of filing a complaint with the California Civil Rights Division or the U.S. Department of Housing and Urban Development, San Francisco Regional Office Compliance Division, that they may seek equity under federal and state laws; and

BE IT FURTHER RESOLVED, that the City of Lakeport shall publicize this Resolution and through this publicity shall cause real estate brokers and sellers, private home sellers, rental owners, rental property managers, real estate and rental advertisers, lenders, builders, developers, home buyers and home or apartment renters to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances.

THIS RESOLUTION was passed by the City Council of the City of Lakeport at a regular meeting thereof on the 16th day of April, 2024, by the following vote:
AYES:
NOES:
ABSTAINING:
ABSENT:

_____
Michael Froio, Mayor

ATTEST:

_____

KELLY BUENDIA, City Clerk

Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

If you have been denied your housing rights…you may have experienced unlawful discrimination.

U.S. Department of Housing and Urban Development

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont:
NEW ENGLAND OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8320 or 1-800-827-5005
Fax (617) 565-7313 • TTY (617) 565-5453
E-mail: **Complaints_office_01@hud.gov**

For New Jersey and New York:
NEW YORK/NEW JERSEY OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 264-1290 or 1-800-496-4294
Fax (212) 264-9829 • TTY (212) 264-0927
E-mail: **Complaints_office_02@hud.gov**

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia:
MID-ATLANTIC OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107
Telephone (215) 656-0663 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450
E-mail: **Complaints_office_03@hud.gov**

For Alabama, the Caribbean, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:
SOUTHEAST/CARIBBEAN OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654
E-mail: **Complaints_office_04@hud.gov**

For Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin:
MIDWEST OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone (312) 353-7776 or 1-800-765-9372
Fax (312) 886-2837 • TTY (312) 353-7143
E-mail: **Complaints_office_05@hud.gov**

For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:
SOUTHWEST OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595
E-mail: **Complaints_office_06@hud.gov**

For Iowa, Kansas, Missouri and Nebraska:
GREAT PLAINS OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 • TTY (913) 551-6972
E-mail: **Complaints_office_07@hud.gov**

For Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming:
ROCKY MOUNTAINS OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248
E-mail: **Complaints_office_08@hud.gov**

For Arizona, California, Hawaii, and Nevada:
PACIFIC/HAWAII OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1300
Telephone (415) 489-6524 or 1-800-347-3739
Fax (415) 489-6558 • TTY (415) 436-6594
E-mail: **Complaints_office_09@hud.gov**

For Alaska, Idaho, Oregon, and Washington:
NORTHWEST/ALASKA OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 • TTY (206) 220-5185
E-mail: **Complaints_office_10@hud.gov**

If after contacting the local office nearest you, you still have questions – you may contact HUD further at:
U.S. Dept. of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

To file electronically, visit: www.hud.gov

PLACE
POSTAGE
HERE

MAIL TO:

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 109 of Title I- Housing and Community Development Act of 1974, as amended, (P.L. 97-35); Americans with Disabilities Act of 1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103).

The information will be used to investigate and to process housing discrimination complaints. The information may be disclosed to the United States Department of Justice for its use in the filing of pattern and practice suits of housing discrimination or the prosecution of the person(s) who committed that discrimination where violence is involved; and to State or local fair housing agencies that administer substantially equivalent fair housing laws for complaint processing. Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.

EQUAL HOUSING OPPORTUNITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Housing Discrimination Information

Departamento de Vivienda y Desarrollo Urbano | Oficina de Derecho Equitativo a la Vivienda
U.S. Department of Housing and Urban Development | Office of Fair Housing and Equal Opportunity

Instructions: (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.

Your Name

Your Address

City | State | Zip Code

Best time to call | Your Daytime Phone No | Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name | Best Time to call

Daytime Phone No | Evening Phone No

Contact's Name | Best Time to call

Daytime Phone No | Evening Phone No

1 What happened to you?

How were you discriminated against?

For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing?

State briefly what happened.

Housing Discrimination Information

Departamento de Vivienda y Desarrollo Urbano | Oficina de Derecho Equitativo a la Vivienda
U.S. Department of Housing and Urban Development | Office of Fair Housing and Equal Opportunity

2 Why do you think you are a victim of housing discrimination?

Is it because of your:

• race • color • religion • sex • national origin • familial status (families with children under 18) • disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

3 Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization?

Identify who you believe discriminated against you.

Name _____

Address _____

4 Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home?

Did it occur at a bank or other lending institution?

Provide the address.

Address _____

City _____ State _____ Zip Code _____

5 When did the last act of discrimination occur?

Enter the date ____/____/____

Is the alleged discrimination continuing or ongoing? Yes ☐ No ☐

Signature _____ Date _____

Send this form to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.



It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

If You Believe Your Rights Have Been Violated...

- HUD or a State or local fair housing agency is ready to help you file a complaint.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Detach here. Fold and close with glue or tape (no staples)

Keep this information for your records.

Date you mailed your information to HUD: ____/____/____

Address to which you sent the information:

Office _____ Telephone _____

Street _____

City _____ State _____ Zip Code _____

If you have not heard from HUD or a State or local fair housing agency within three weeks from the date you mailed this form, you may call to inquire about the status of your complaint. See address and telephone listings on back page.

Are You a Victim of Housing Discrimination?

"The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach.
Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability."

Alphonso Jackson
Secretary

How do you recognize Housing Discrimination?

Under the Fair Housing Act, it is Against the Law to:

- Refuse to rent to you or sell you housing
- Tell you housing is unavailable when in fact it is available
- Show you apartments or homes only in certain neighborhoods
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Advertise housing to preferred groups of people only
- Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
- Deny you property insurance
- Conduct property appraisals in a discriminatory manner
- Refuse to make reasonable accomodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling.
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights

¿Ha sido usted víctima de discriminación en la vivienda?

La igualdad de oportunidades en la vivienda es su derecho

Si a usted se le ha negado el derecho a vivienda, puede haber sido víctima de discriminación.

U.S. Department of Housing and Urban Development (HUD)
Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos

¿Ha Sido Usted Víctima de Discriminación en La Vivienda?

"El sueño americano de contar con un espacio seguro y decente que llamemos "casa" refleja nuestra creencia compartida que en esta nación, la oportunidad y el éxito están al alcance de todo el mundo. Bajo nuestras leyes de vivienda justa, cada ciudadano tiene la oportunidad de desarrollar una vida mejor en la casa o el apartamento que prefiera, sin importar su raza, color, religión, sexo, origen nacional, condición familiar o si posee una incapacidad".
Alphonso Jackson
Secretario de Vivienda y Desarrollo Urbano

¿Cómo reconocer la Discriminación en La Vivienda?

De acuerdo con la Ley de Vivienda Justa, las siguientes acciones son ilegales:

- La negación a alquilarle o venderle una vivienda.
- Decir que no hay vivienda disponible cuando en realidad sí la hay.
- Mostrar apartamentos o casas sólo en determinados barrios.
- Establecer diferentes términos, condiciones o privilegios para el alquiler o venta de una residencia.
- Proveer diferentes servicios de vivienda o servicios públicos.
- Dirigir la publicidad de viviendas a determinados grupos solamente.
- Negarse a proporcionarle información sobre préstamos hipotecarios, negarse a otorgarle un préstamo hipotecario, o imponerle diferentes términos o condiciones a su préstamo hipotecario.
- La negación de seguro de propiedad.
- Realizar la tasación de una propiedad de una manera discriminatoria.
- Que el propietario de una vivienda se niegue a hacer ciertas modificaciones para personas con incapacidades, si las modificaciones pueden ser necesarias para ofrecerle a esas personas una oportunidad igualitaria y razonable de usar y disfrutar de una vivienda.
- Que no se construyan y diseñen viviendas de fácil acceso.
- Acosar, coaccionar, intimidar o interferir con alguien que esté ejerciendo su derecho a la vivienda o que esté ayudando a alguien ejercer su derecho.



Es ilegal discriminar en vivienda a raíz de los siguientes factores...

- Raza
- Color
- Origen nacional
- Religión
- Sexo
- Condición familiar (Familias con menores de 18 años o jóvenes que estén embarazadas)
- Incapacidades (Si usted o algún familiar suyo tiene alguna limitación física o menta)

Si usted cree que sus derechos han sido violados...

- El Departamento de Vivienda y Desarrollo Urbano o el organismo local o estatal encargado de la Vivienda Justa están preparados para ayudarle a presentar una querella.
- Después que se ha recibido su información, el Departamento de Vivienda y Desarrollo Urbano, o el organismo local o estatal encargado de la Vivienda Justa, se comunicarán con usted para conversar acerca de su problema.

Mantenga esta información en sus archivos.

Fecha en que envió su información al Departamento de Vivienda: ____/____/____
Dirección a la cual envió la información:

_____
Oficina Teléfono

_____
Calle/Avenida

_____
Ciudad Estado Código postal

Si al pasar tres semanas de la fecha del envío de la querella, Usted todavía no ha recibido una respuesta del Departamento de Vivienda o del organismo local o estatal encargado de la Vivienda Justa, puede llamar por teléfono a preguntar qué ha pasado con su queja. En la última página podrá ver la lista de direcciones y teléfonos.

Información de Discriminación en la Vivienda

Departamento de Vivienda y Desarrollo Urbano Oficina de Derecho Equitativo a la Vivienda

Instrucciones: (Use letra de imprenta o páselo a máquina): Lea este formulario cuidadosamente. Trate de responder todas las preguntas. Si no sabe la respuesta o si una pregunta no aplica a su caso, deje le espacio en blanco. Usted tiene un año para presentar una queja a partir de la fecha en la que ocurrió la presunta discriminación. El formulario debe ser firmado y fechado.

Nombre

Dirección

Ciudad Estado Código Postal

Mejor hora para llamarle Teléfono en el día Teléfono en la noche

¿A quién más podemos llamar en caso de que no podamos comunicarnos?

Nombre del contacto Mejor hora para llamarle

Telefono durante el día Teléfono en la noche

Nombre del contacto Mejor hora para llamarle

Telefono durante el día Teléfono en la noche

1 ¿Qué le sucedió?

¿Cómo se discriminó en su contra?
Por ejemplo: ¿Se le negó la oportunidad de rentar o comprar una vivienda?. ¿Se le negó un préstamo?. ¿Se le dijo -falsamente- que no había vivienda disponible?. ¿Se le trató de manera diferente a otras personas que tambien buscaban vivienda?. **Describa brevemente lo que ocurrió.**

Información de Discriminación en la Vivienda

Departamento de Vivienda y Desarrollo Urbano Oficina de Derecho Equitativo a la Vivienda

2 ¿Por qué crée que ha sido víctima de discriminación en la vivienda?

Se debe a su:
¿Raza? . ¿Color?. ¿Religión? . ¿Sexo? . ¿Orígen nacional? . ¿Condición familiar? (familias con niños menores de 18 años) . ¿Impedimento físico o mental?.
Por ejemplo: ¿Le negaron vivienda debido a su raza?. ¿Le negaron un préstamo hipotecario debido a su religión?. O ¿Se le negó un apartamento porque tiene niños?.
Explique brevemente por qué piensa que le han negado su derecho a la vivienda y encierre en un círculo el factor o los factores que figuran en la lista anterior que en su opinión se apliquer a su caso.

3 ¿Quién crée usted que discriminó en su contra?

Por ejemplo: ¿Fué un arrendador?. ¿Un propietario de una vivienda?. ¿Un banco?. ¿Un agente de bienes raíces?. ¿Un intermediario?. ¿Una compañía?. o ¿una organización?.

Identifique a la persona que usted cree discriminó en su contra.

_____
Nombre

_____
Dirección

4 ¿Dónde ocurrió el presunto acto de discriminación?

Por ejemplo: ¿Fue en un apartamento para la renta?. ¿En una vivienda unifamiliar?. ¿En una vivienda subsidiada?. ¿Una residencia móvil?. ¿Ocurrió en un banco o en una institución de crédito?.
Escribir la dirección.

_____
Dirección

_____
Ciudad Estado Código Postal

5 ¿Cuándo ocurrió este último acto de discriminación?

Escriba la fecha ____/____/____

Diga si aún continúa la presunta discriminación. Si ☐ No ☐

_____
Firma Techa

Envíe este formulario al Departamento de Vivienda y Desarrollo Urbano (HUD) o la agencia encargada de la Vivienda Justa más cercana a Usted. Si por alguna razón usted no puede completar este formulario, llame a esa oficina directamente. Consulte la lista de teléfonos y direcciones en la última página.

OFICINAS A LAS CUALES PUEDE ENVIAR SU FORMULARIO O LLAMAR A PREGUNTAR ACERCA DE SU RECLAMO...

Para Connecticut, Maine, Massachussetts, New Hampshire, Rhode Island y Vermont:
NEW ENGLAND OFFICE (Complaints_office_01@hud.gov)
Fair Housing Hub
U.S. Department of Housing and Urban Development
Thomas P. O'Neill Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 022092
Teléfono (617) 994-8320 o 1-800-827-5005
Fax (617) 565-7313 * TTY (617) 565-5453

Para Nueva Jersey y Nueva York:
NEW YORK/NEW JERSEY OFFICE (Complaints_office_02@hud.gov)
Fair Housing Hub
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Teléfono (212) 264-1290 o 1-800-496-4294
Fax (212) 264-9829 * TTY (212) 264-0927

Para Delaware, Distrito de Columbia, Maryland, Pensilvania, Virginia y Virginia Occidental:
MID-ATLANTIC OFFICE (Complaints_office_03@hud.gov)
Fair Housing Hub
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107
Teléfono (215) 656-0663 o 1-888-799-2085
Fax (215) 656-3419 * TTY (215) 656-3450

Para Alabama, el Caribe, Florida, Georgia, Kentucky, Mississippi, Carolina del Norte, Carolina del Sur y Tennessee:
SOUTHEAST/CARIBBEAN OFFICE (Complaints_office_04@hud.gov)
Fair Housing Hub
U.S. Department of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Teléfono (404) 331-5140 o 1-800-440-8091
Fax (404) 331-1021 * TTY (404) 730-2654

Para Illinois, Indiana, Michigan, Minnesota, Ohio y Wisconsin:
MIDWEST OFFICE (Complaints_office_05@hud.gov)
Fair Housing Hub
U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Teléfono (312) 353-7776 o 1-800-765-9372
Fax (312) 886-2837 * TTY (312) 353-7143

Para Arkansas, Luisiana, Nuevo México, Oklahoma y Texas:
SOUTHWEST OFFICE (Complaints_office_06@hud.gov)
Fair Housing Hub
U.S. Department of Housing and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Teléfono (817) 978-5900 o 1-888-560-8913
Fax (817) 978-5876/5851 * TTY (817) 978-5595

Para Iowa, Kansas, Misuri y Nebraska:
GREAT PLAINS OFFICE (Complaints_office_07@hud.gov)
Fair Housing Hub
U.S. Department of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Teléfono (913) 551-6958 o 1-800-743-5323
Fax (913) 551-6856 * TTY (913) 551-6972

Para Colorado, Montana, Dakota del Norte, Dakota del Sur, Utah y Wyoming:
ROCKY MOUNTAINS OFFICE (Complaints_office_08@hud.gov)
Fair Housing Hub
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Teléfono (303) 672-5437 o 1-800-877-7353
Fax (303) 672-5026 * TTY (303) 672-5248

Para Arizona, California, Hawaii y Nevada:
PACIFIC AND HAWAII OFFICE (Complaints_office_09@hud.gov)
Fair Housing Hub
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1300
Teléfono (415) 489-6524 o 1-800-347-3739
Fax (415) 489-6558 * TTY (415) 489-6564

Para Alaska, Idaho, Oregon y el estado de Washington:
NORTHWEST AND ALASKA OFFICE (Complaints_office_10@hud.gov)
Fair Housing Hub
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Teléfono (206) 220-5170 o 1-800-877-0246
Fax (206) 220-5447 * TTY (206) 220-5185

Si después de entrar en contacto con la oficina regional más cercana a usted aún tiene dudas, puede comunicarse con HUD en la siguiente dirección:
U.S. Department of Housing and Human Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Teléfono (202) 708-0836 o 1-800-669-9777
Fax (202) 708-1425 * TTY 1-800-927-9275

Para remitir su queja electrónicamente, visite www.hud.gov/fairhousing

COLOQUE
LA ESTAM-
PILLA
AQUI

ENVIAR A:

Se calcula que el tiempo para llenar este formulario es de 20 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de información, reunir y mantener la información necesaria, así como completar y revisar la información recolectada.

El Departamento de Vivienda y Desarrollo Urbano está autorizado para recabar esta información mediante el Título VIII de la Ley de Derechos Civiles de 1968, enmendada por la Ley de Vivienda Justa de 1988, (P.L. 100-430); el Título VI de la Ley de Derechos Civiles de 1964 (P.L. 88-352); la Sección 504 de la Ley de Rehabilitación de 1973 (enmendada) (P.L. 93-112); la Sección 109 del Título I de la Ley de Vivienda y Desarrollo Comunitario de 1974 (enmendada) (P.L. 97-35); la Ley de Estadounidenses con Incapacidades de 1990 (P.L. 101-336) y por la Ley de Discriminación en razón de Edad de 1975 (enmendada) (42 U.S.C. 6103).

La información será utilizada para investigar y para procesar quejas de discriminación en la vivienda. La información podría ser suministrada al Departamento de Justicia de los Estados Unidos a fín de que sea utilizada en la presentación de demandas por discriminación en la vivienda, o en el enjuiciamiento de la persona o personas que cometieron el acto de discriminación donde haya habido violencia; y a organismos locales o estatales que administran leyes sustancialmente equivalentes de Vivienda Justa para el procesamiento de quejas. El no proporcionar parte o toda la información solicitada podría resultar en un atraso o en la negativa del Departamento de Vivienda y Desarrollo Urbano (HUD) a brindarle ayuda.

La divulgación de esta información es voluntaria.

EQUAL HOUSING OPPORTUNITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

U. S. Department of Housing and Urban Development
Departamento de la Vivienda y el Desarrollo Urbano de los EE.UU.

EQUAL HOUSING OPPORTUNITY
IGUALDAD DE OPORTUNIDADES EN LA VIVIENDA

Nuestras prácticas de negocios cumplen la ley federal de equidad en la vivienda

(Enmienda a la ley de Equidad en la vivienda de 1988)

Es ilegal discriminar contra ninguna persona a causa de su raza, color, religión, sexo, discapacidad, situación familiar u origen nacional

- En la venta o el alquiler de viviendas o lotes residenciales
- En la publicidad relacionada con la venta o el alquiler de viviendas
- En la financiación de la vivienda
- En la provisión de servicios de corredores de bienes raíces
- En la tasación de viviendas
- Las tácticas de intimidación (Blockbusting) también son ilegales

Cualquier persona que crea que ha sido discriminada puede presentar una reclamación de discriminación en la vivienda:
1-800-669-9777 (Línea gratuita)
1-800-927-9275 (TTY)
www.hud.gov/fairhousing

U.S. Department of Housing and Urban Development
Assistant Secretary for Fair Housing and Equal Opportunity
Washington, D.C. 20410



EQUAL HOUSING OPPORTUNITY

We Do Business in Accordance With the Federal Fair Housing Law

(The Fair Housing Amendments Act of 1988)

It is illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of real estate brokerage services
- In the appraisal of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)
www.hud.gov/fairhousing

U.S. Department of Housing and Urban Development
Assistant Secretary for Fair Housing and Equal Opportunity
Washington, D.C. 20410

COMPLAINTS MUST BE FILED WITHIN ONE YEAR OF THE LAST ACT OF DISCRIMINATION

FILING A COMPLAINT

If you believe you are a victim of illegal discrimination or harassment, you can file a complaint with DFEH by following these steps:

1. *Contact DFEH by using the information on the back of this brochure*
2. *Be prepared to present specific facts about the alleged discrimination or harassment*
3. *Provide copies of documents that support the charges in the complaint*
4. *Keep records and documents about the incident(s), such as rent receipts, applications, and other potential proof of discrimination*

DFEH will conduct an impartial investigation. We represent the State of California. DFEH will, if possible, try to assist both parties to resolve the complaint.

If a voluntary settlement cannot be reached, and there is sufficient evidence to establish a violation of the law, DFEH may litigate the case in civil court.

If a court decides in favor of the complaining party, remedies may include making available previously denied housing, compensation for losses and emotional distress, training and policy changes to prevent future discrimination, and other actions to eliminate the effects of discrimination.

THE MISSION OF THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING IS TO PROTECT THE PEOPLE OF CALIFORNIA FROM UNLAWFUL DISCRIMINATION IN EMPLOYMENT, HOUSING AND PUBLIC ACCOMMODATIONS, AND FROM THE PERPETRATION OF ACTS OF HATE VIOLENCE AND HUMAN TRAFFICKING.

FOR MORE INFORMATION

Department of Fair Employment and Housing
Toll Free: (800) 884-1684
TTY: (800) 700-2320
Online: www.dfeh.ca.gov

Also find us on:

If you have a disability that prevents you from submitting a written pre-complaint form online, by mail, or email, DFEH can assist you by scribing your pre-complaint by phone or, for individuals who are Deaf or Hard of Hearing or have speech disabilities, through the California Relay Service (711), or call us through your VRS at (800) 884-1684 (voice).

To schedule an appointment, contact the Communication Center at (800) 884-1684 (voice or via relay operator 711) or (800) 700-2320 (TTY) or by email at contact.center@dfeh.ca.gov.

DFEH is committed to providing access to our materials in an alternative format as a reasonable accommodation for people with disabilities when requested.

Contact DFEH at (800) 884-1684 (voice or via relay operator 711), TTY (800) 700-2320, or contact.center@dfeh.ca.gov to discuss your preferred format to access our materials or webpages.

DFEH-H03B-ENG / June 2017

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

FAIR HOUSING

YOU ARE PROTECTED UNDER CALIFORNIA LAW

Laws enforced by the Department of Fair Employment and Housing (DFEH) protect you from illegal discrimination and harassment in housing based on:

- Race
- Color
- Religion
- Sex
- Gender
- Gender identity
- Gender expression
- Sexual orientation
- Marital status
- National origin (including language use restrictions)
- Ancestry
- Familial status (households with children under age 18 , individuals who are pregnant, or who are pending legal custody of a child under age 18)
- Source of income
- Disability (mental and physical, including HIV/AIDS, cancer, and genetic characteristics)
- Genetic information
- Age

WHAT DFEH DOES

The Department of Fair Employment and Housing has authority to perform the following:

- Enforce the Fair Employment and Housing Act (FEHA), the Ralph Civil Rights Act, the Unruh Civil Rights Act, and the Disabled Person's Act
- Investigate harassment, discrimination, retaliation, and hate violence complaints
- Help landlords and tenants resolve complaints involving alleged violations of the laws enforced by DFEH
- Prosecute violations of the laws enforced by DFEH
- Educate Californians about the laws against discrimination, harassment, retaliation, hate violence, and human trafficking

IT IS ALSO ILLEGAL FOR CITIES, COUNTIES, OR OTHER LOCAL GOVERNMENT AGENCIES TO MAKE ZONING OR LAND-USE DECISIONS OR POLICIES THAT UNLAWFULLY DISCRIMINATE AGAINST YOU BASED ON THE CATEGORIES LISTED ABOVE

COMMON HOUSING-RELATED VIOLATIONS OF THE FEHA INCLUDE:

- Refusal to sell, rent, or lease housing accommodations
- Representation that a housing accommodation is not available for inspection, sale, or rental when that accommodation is in fact available
- Denial of a home loan or homeowner's insurance
- Provision of inferior terms, conditions, privileges, facilities or services in connection with a housing accommodation
- Sexual harassment involving unwanted sexual advances or requiring sexual favors for housing rights or privileges
- Cancellation or termination of a sale or rental agreement
- Refusal to permit, at the disabled tenant's expense, reasonable modifications when necessary to accommodate a disability
- Refusal to make reasonable accommodations in housing rules, policies, practices, or services where necessary to afford a person with disabilities equal opportunity to use and enjoy a dwelling
- Discriminatory policies, practices, terms, or conditions that result in unequal access to housing or housing-related services

YOU ARE PROTECTED AGAINST ILLEGAL DISCRIMINATION AND HARASSMENT IN THE RENTING, LEASING, OR PURCHASE OF HOUSING

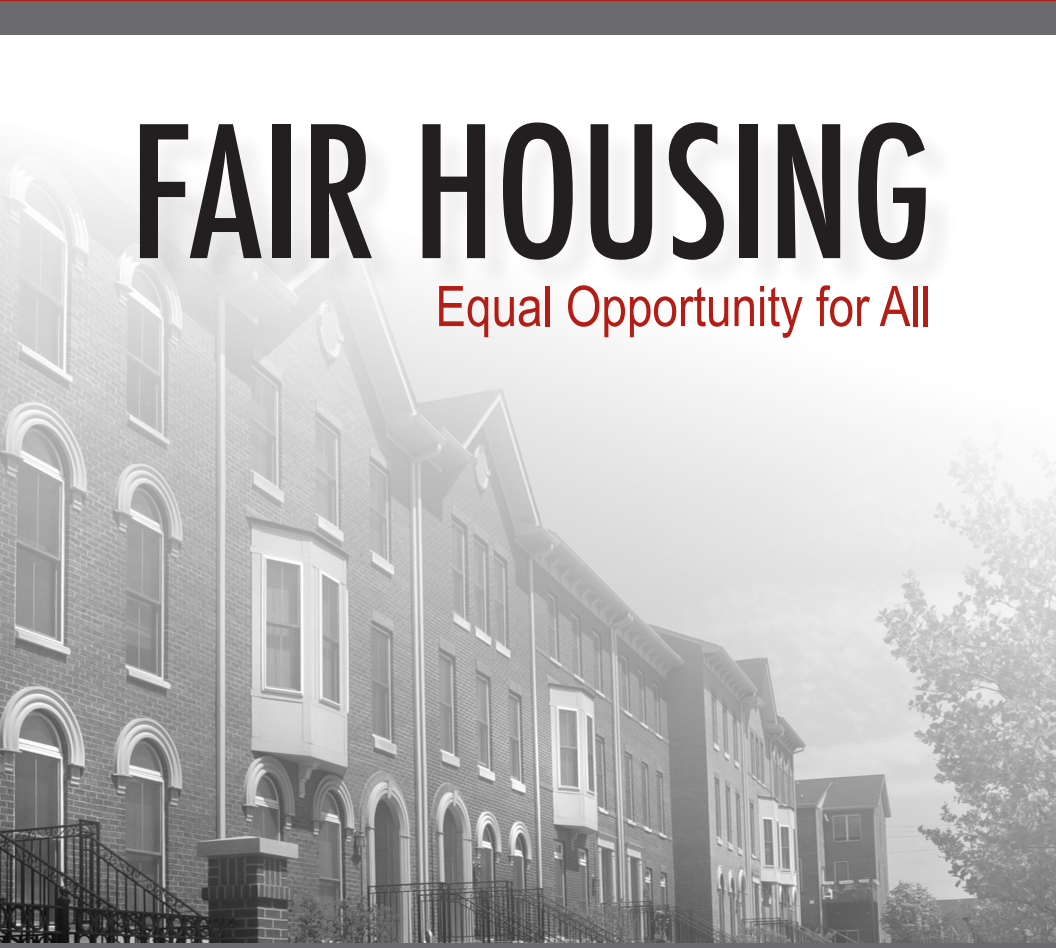
OTHER AGENCIES CAN HELP

1. The U.S. Department of Housing and Urban Development enforces federal laws that prohibit discrimination in housing. It also monitors subsidized housing programs. For further information, call (800) 347-3739, or visit the website at www.hud.gov.
2. The State of California Department of Consumer Affairs can help with questions or complaints regarding landlord/tenant relationships, including repair issues, safety violations, and Health and Safety Code violations. For further information, call (800) 952-5210, or visit the website at www.dca.ca.gov.
3. The Mobile Home Ombudsman at the Department of Housing and Community Development can help with questions or complaints pertaining to mobile homes, including health and safety issues, maintenance issues, and warranty issues. For further information, call (800) 952-5275, or visit the website at www.hcd.ca.gov.



FAIR HOUSING

Equal Opportunity for All



U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

Please visit our website: www.hud.gov/fairhousing

EQUAL HOUSING OPPORTUNITY



Fair Housing – Equal Opportunity for All

America, in every way, represents equality of opportunity for all persons. The rich diversity of its citizens and the spirit of unity that binds us all symbolize the principles of freedom and justice upon which this nation was founded. That is why it is extremely disturbing when new immigrants, minorities, families with children, and persons with disabilities are denied the housing of their choice because of illegal discrimination.

The Department of Housing and Urban Development (HUD) enforces the Fair Housing Act, which prohibits discrimination and the intimidation of people in their homes, apartment buildings, and condominium developments – in nearly all housing transactions, including the rental and sale of housing and the provision of mortgage loans.

Equal access to rental housing and homeownership opportunities is the cornerstone of this nation's federal housing policy. Housing providers who refuse to rent or sell homes to people based on race, color, national origin, religion, sex, familial status, or disability are violating federal law, and HUD will vigorously pursue enforcement actions against them.

Housing discrimination is not only illegal, it contradicts in every way the principles of freedom and opportunity we treasure as Americans. HUD is committed to ensuring that everyone is treated equally when searching for a place to call home.

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U.S. Department of Housing and Urban Development (HUD)
451 7th Street, S.W., Washington, D.C. 20410-2000





FAIR HOUSING Equal Opportunity for All

The Fair Housing Act

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National Origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Disability

What Housing is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

What is Prohibited?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Otherwise deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental



- For profit, persuade, or try to persuade homeowners to sell or rent dwellings by suggesting that people of a particular race, etc. have moved, or are about to move into the neighborhood (blockbusting) or
- Deny any person access to, membership or participation in, any organization, facility or service (such as a multiple listing service) related to the sale or rental of dwellings, or discriminate against any person in the terms or conditions of such access, membership or participation.

In Mortgage Lending: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.
- In addition, it is a violation of the Fair Housing Act to:
- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise the right
- Make, print, or publish any statement, in connection with the sale or rental of a dwelling, which indicates a preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act
- Refuse to provide homeowners insurance coverage for a dwelling because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Discriminate in the terms or conditions of homeowners insurance coverage because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling



- Refuse to provide available information on the full range of homeowners insurance coverage options available because of the race, etc. of the owner and/or occupants of a dwelling
- Make print or publish any statement, in connection with the provision of homeowners insurance coverage, that indicates a preference, limitation or discrimination based on race, color, religion, sex, disability, familial status or national origin.

Additional Protection If You Have a Disability

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, HIV/AIDS, or mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability, a housing provider may not:

  - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
  - Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons.

Example: A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if it may be necessary to assure that she can have access to her apartment.



However, the Fair Housing Act does not protect a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Accessibility Requirements for New Multifamily Buildings: In buildings with four or more units that were first occupied after March 13, 1991, and that have an elevator:

- Public and common use areas must be accessible to persons with disabilities
- All doors and hallways must be wide enough for wheelchairs
- All units must have:
  - An accessible route into and through the unit
  - Accessible light switches, electrical outlets, thermostats and other environmental controls
  - Reinforced bathroom walls to allow later installation of grab bars and
  - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and was first occupied after March 13, 1991, these standards apply to ground floor units only.

These accessibility requirements for new multifamily buildings do not replace more stringent accessibility standards required under State or local law.



The Fair Housing Act makes it unlawful to discriminate against a person whose household includes one or more children who are under 18 years of age (familial status). Familial status protection covers households in which one or more minor children live with:

- A parent;
- A person who has legal custody (including guardianship) of a minor child or children; or
- The designee of a parent or legal custodian, with the written permission of the parent or legal custodian.

Familial status protection also extends to pregnant women and any person in the process of securing legal custody of a minor child (including adoptive or foster parents).

The "Housing for Older Persons" Exemption: The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for familial status discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children. In order to qualify for the "housing for older persons" exemption, a facility or community must prove that its housing is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or
- Intended for, and solely occupied by persons 62 years of age or older; or
- Intended and operated for occupancy by persons 55 years of age or older.

In order to qualify for the "55 or older" housing exemption, a facility or community must satisfy each of the following requirements:

- at least 80 percent of the units must have at least one occupant who is 55 years of age or older; and



- the facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as "55 or older" housing; and
- the facility or community must comply with HUD's regulatory requirements for age verification of residents.

The "housing for older persons" exemption does not protect senior housing facilities or communities from liability for housing discrimination based on race, color, religion, sex, disability, or national origin.

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may file a complaint online, write a letter or telephone the HUD office nearest you. You have one year after the alleged discrimination occurred or ended to file a complaint with HUD, but you should file it as soon as possible.

If You Think your Rights Have Been Violated

What to Tell HUD:

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification of the housing involved
- A short description of the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) of the alleged violation.

Where to Write or Call: File a complaint online, send a letter to the HUD office nearest you, or if you wish, you may call that office directly. Persons who are deaf or hard of hearing and use a TTY, may call those offices through the toll-free Federal Information Relay Service at 1-800-877-8339.

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont:



BOSTON REGIONAL OFFICE
(Complaints_office_01@hud.gov)
U.S. Department of Housing and Urban Development
Thomas P. O'Neill Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8300 or 1-800-827-5005
Fax (617) 565-7313 * TTY (617) 565-5453

For New Jersey, New York, Puerto Rico and the U.S. Virgin Islands:
NEW YORK REGIONAL OFFICE
(Complaints_office_02@hud.gov)
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 542-7519 or 1-800-496-4294
*Fax (212) 264-9829 * TTY (212) 264-0927*

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia and West Virginia:
PHILADELPHIA REGIONAL OFFICE
(Complaints_office_03@hud.gov)
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 861-7646 or 1-888-799-2085
Fax (215) 656-3449 * TTY (215) 656-3450

For Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:



ATLANTA REGIONAL OFFICE
(Complaints_office_04@hud.gov)
U.S. Department of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091 x2493
Fax (404) 331-1021 * TTY (404) 730-2654

For Illinois, Indiana, Michigan, Minnesota, Ohio and Wisconsin:
CHICAGO REGIONAL OFFICE
(Complaints_office_05@hud.gov)
U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone 1-800-765-9372
Fax (312) 886-2837 * TTY (312) 353-7143

For Arkansas, Louisiana, New Mexico, Oklahoma and Texas:
FORT WORTH REGIONAL OFFICE
(Complaints_office_06@hud.gov)
U.S. Department of Housing and Urban Development
801 Cherry Street
Suite 2500, Unit #45
Fort Worth, TX 76102-6803
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876/5851 * TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:
KANSAS CITY REGIONAL OFFICE



(Complaints_office_07@hud.gov)
U.S. Department of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
*Fax (913) 551-6856 * TTY (913) 551-6972*

For Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming:
DENVER REGIONAL OFFICE
(Complaints_office_08@hud.gov)
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 * TTY (303) 672-5248

For Arizona, California, Hawaii and Nevada:
SAN FRANCISCO REGIONAL OFFICE
(Complaints_office_09@hud.gov)
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387
Telephone 1-800-347-3739
Fax (415) 489-6558 * TTY (415) 489-6564

For Alaska, Idaho, Oregon and Washington:
SEATTLE REGIONAL OFFICE
(Complaints_office_10@hud.gov)
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 * TTY (206) 220-5185



If after contacting the local office nearest you, you still have questions – you may contact HUD further at:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone 1-800-669-9777
Fax (202) 708-1425 * TTY 1-800-927-9275
www.hud.gov/fairhousing

If You Are Disabled: HUD also provides:

- A TTY phone for the deaf/hard of hearing users (see above list for the nearest HUD office)
- Interpreters, Tapes and Braille materials
- Assistance in reading and completing forms

What Happens When You File A Complaint?

HUD will notify you in writing when your complaint is accepted for filing under the Fair Housing Act. HUD also will:

- Notify the alleged violator (respondent) of the filing of your complaint, and allow the respondent time to submit a written answer to the complaint.
- Investigate your complaint, and determine whether or not there is reasonable cause to believe that the respondent violated the Fair Housing Act.
- Notify you and the respondent if HUD cannot complete its investigation within 100 days of filing your complaint, and provide reason for the delay.

Fair Housing Act Conciliation: During the complaint investigation, HUD is required to offer you and the respondent the opportunity to voluntarily resolve your complaint with a Conciliation Agreement.



A Conciliation Agreement provides individual relief to you, and protects the public interest by deterring future discrimination by the respondent. Once you and the respondent sign a Conciliation Agreement, and HUD approves the Agreement, HUD will cease investigating your complaint. If you believe that the respondent has violated breached your Conciliation Agreement, you should promptly notify the HUD Office that investigated your complaint. If HUD determines that there is reasonable cause to believe that the respondent violated the Agreement, HUD will ask the U.S. Department of Justice to file suit against the respondent in Federal District Court to enforce the terms of the Agreement.

Complaint Referrals to State or Local Public Fair Housing Agencies:
If HUD has certified that your State or local public fair housing agency enforces a civil rights law or ordinance that provides rights, remedies and protections that are "substantially equivalent" to the Fair Housing Act, HUD must promptly refer your complaint to that agency for investigation, and must promptly notify you of the referral. The State or local agency will investigate your complaint under the "substantially equivalent" State or local civil rights law or ordinance. The State or local public fair housing agency must start investigating your complaint within 30 days of HUD's referral, or HUD may retrieve ("reactivate") the complaint for investigation under the Fair Housing Act.

What Happens If I'm Going to Lose My Housing Through Eviction or Sale?

If you need immediate help to stop or prevent a severe problem caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the U.S. Department of Justice to file a Motion in Federal District Court for a Temporary Restraining Order (TRO) against the respondent, followed by a Preliminary Injunction pending the outcome of HUD's investigation. A Federal Judge may grant a TRO or a Preliminary Injunction against a respondent in cases where:



- Irreparable (irreversible) harm or injury to housing rights is likely to occur without HUD's intervention; and
- There is substantial evidence that the respondent has violated the Fair Housing Act.

Example: An owner agrees to sell a house, but, after discovering that the buyers are black, pulls the house off the market, then promptly lists it for sale again. The buyers file a discrimination complaint with HUD. HUD may authorize the U.S. Department of Justice to seek an injunction in Federal District Court to prevent the owner from selling the house to anyone else until HUD investigates the complaint.

What Happens After A Complaint Investigation?

Determination of Reasonable Cause, Charge of Discrimination, and Election: When your complaint investigation is complete, HUD will prepare a Final Investigative Report summarizing the evidence gathered during the investigation. If HUD determines that there is reasonable cause to believe that the respondent(s) discriminated against you, HUD will issue a Determination of Reasonable Cause and a Charge of Discrimination against the respondent(s). You and the respondent(s) have twenty (20) days after receiving notice of the Charge to decide whether to have your case heard by a HUD Administrative Law Judge (ALJ) or to have a civil trial in Federal District Court.

HUD Administrative Law Judge Hearing: If neither you nor the respondent elects to have a Federal civil trial before the 20-day Election Period expires, HUD will promptly schedule a Hearing for your case before a HUD ALJ. The ALJ Hearing will be conducted in the locality where the discrimination allegedly occurred. During the ALJ Hearing, you and the respondent(s) have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses and to request subpoenas in aid of discovery of evidence. HUD attorneys will represent you during the ALJ Hearing at no cost to you; however, you may also



choose to intervene in the case and retain your own attorney. At the conclusion of the Hearing, the HUD ALJ will issue a Decision based on findings of fact and conclusions of law. If the HUD ALJ concludes that the respondent(s) violated the Fair Housing Act, the respondent(s) can be ordered to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay a civil penalty to HUD to vindicate the public interest. The maximum civil penalties are: $16,000, for a first violation of the Act; $37,500 if a previous violation has occurred within the preceding five-year period; and $65,000 if two or more previous violations have occurred within the preceding seven-year period.

Civil Trial in Federal District Court: If either you or the respondent elects to have a Federal civil trial for your complaint, HUD must refer your case to the U.S. Department of Justice for enforcement. The U.S. Department of Justice will file a civil lawsuit on your behalf in the U.S. District Court in the district in which the discrimination allegedly occurred. You also may choose to intervene in the case and retain your own attorney. Either you or the respondent may request a jury trial, and you each have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses, and to request subpoenas in aid of discovery of evidence. If the Federal Court decides in your favor, a Judge or jury may order the respondent(s) to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay punitive damages to you.



Determination of No Reasonable Cause and Dismissal: If HUD finds that there is no reasonable cause to believe that the respondent(s) violated the Act, HUD will dismiss your complaint with a Determination of No Reasonable Cause. HUD will notify you and the respondent(s) of the dismissal by mail, and you may request a copy of the Final Investigative Report.

Reconsiderations of No Reasonable Cause Determinations: The Fair Housing Act provides no formal appeal process for complaints dismissed by HUD. However, if your complaint is dismissed with a Determination of No Reasonable Cause, you may submit a written request for a reconsideration review to: Director, FHEO Office of Enforcement, U.S. Department of Housing and Urban Development, 451 7th Street, SW, Room 5206, Washington, DC 20410-2000.

In Addition

You May File a Private Lawsuit: You may file a private civil lawsuit without first filing a complaint with HUD. You must file your lawsuit within two (2) years of the most recent date of alleged discriminatory action.

If you do file a complaint with HUD and even if HUD dismisses your complaint, the Fair Housing Act gives you the right to file a private civil lawsuit against the respondent(s) in Federal District Court. The time during which HUD was processing your complaint is not counted in the 2-year filing period. You must file your lawsuit at your own expense; however, if you cannot afford an attorney, the Court may appoint one for you.

Even if HUD is still processing your complaint, you may file a private civil lawsuit against the respondent, unless (1) you have already signed a HUD Conciliation Agreement to resolve your HUD complaint; or (2) a HUD Administrative Law Judge has commenced an Administrative Hearing for your complaint.



Other Tools to Combat Housing Discrimination:

- If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.
- The Attorney General may file a suit in Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.


Notes


Notes
FAIR HOUSING Equal Opportunity for All


Notes

For Further Information

The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Fair Housing Office nearest you. See the list of HUD Fair Housing Offices on pages 7-10.



CONNECT WITH HUD

Department of Housing and Urban Development
Room 5204
Washington, DC 20410-2000

02305

HUD-1686-1-FHEO
2011

Please visit our website: www.hud.gov/fairhousing



EQUIDAD EN LA VIVIENDA

Igualdad de Oportunidades para Todos



Departamento de los EE.UU. para la Vivienda y el Desarrollo Urbano
Oficina de la Equidad en la Vivienda e Igualdad de Oportunidades

Por favor, visite nuestro sitio web: www.hud.gov/fairhousing
Spanish Version

EQUAL HOUSING OPPORTUNITY



EQUIDAD EN LA VIVIENDA – IGUALDAD DE OPORTUNIDADES PARA TODOS

Estados Unidos representa, en todos los aspectos, igualdad de oportunidades para todos. La rica diversidad de sus ciudadanos y el espíritu de unidad que nos une a todos simbolizan los principios de libertad y justicia sobre los que se fundó esta nación. Por eso es sumamente inquietante cuando niegan la vivienda que desean a nuevos inmigrantes, minorías, familias con niños y personas con discapacidades, a causa de discriminación ilegal.

El Departamento de la Vivienda y el Desarrollo Urbano (siglas en inglés, HUD) pone en vigor la ley de Equidad en la Vivienda que prohíbe la discriminación y la intimidación de las personas en sus casas, edificios de apartamentos y urbanizaciones de condominios, en casi todas las transacciones relacionadas con la vivienda, incluyendo el alquiler y la venta de viviendas y la oferta de préstamos hipotecarios.

La igualdad en el acceso a viviendas de alquiler y a oportunidades de propiedad de casas es la piedra angular de la política federal de la vivienda de esta nación. Los proveedores de viviendas que se niegan a alquilar o a vender casas a ciertas personas basándose en raza, color, origen nacional, religión, sexo, situación familiar o discapacidad, violan la ley federal y HUD reclamará enérgicamente acciones judiciales contra ellos por incumplimiento.

La discriminación en la vivienda no es solamente ilegal, también contradice en todas las maneras los principios de libertad y oportunidad que valoramos como americanos. HUD está dedicado a garantizar que todo el mundo sea tratado equitativamente cuando busque un lugar que pueda llamar su hogar.

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U.S. Department of Housing and Urban Development (HUD)
451 7th Street, S.W., Washington, D.C. 20410-2000





LA LEY DE EQUIDAD EN LA VIVIENDA

La ley de Equidad en la Vivienda prohíbe la discriminación en la vivienda debida a:

- Raza o color
- Religión
- Sexo
- Discapacidad
- Situación familiar (incluidos los menores de 18 años que viven con sus padres o custodios legales; mujeres embarazadas y personas que desean obtener la custodia de menores de 18 años)
- Origen nacional

¿QUÉ VIVIENDAS ESTÁN CUBIERTAS?

La ley de Equidad en la Vivienda cubre la mayor parte de las viviendas. En algunas circunstancias, la ley exime edificios ocupados por el dueño con no más de cuatro unidades, viviendas unifamiliares vendidas o alquiladas sin utilizar un corredor y viviendas administradas por organizaciones y clubs privados que limitan su ocupación a sus miembros.

¿QUÉ ESTÁ PROHIBIDO?

En la venta y alquiler de viviendas: Nadie puede hacer ninguna de las cosas siguientes basándose en raza, color, religión, sexo, discapacidad, situación familiar u origen nacional:

- Negarse a alquilar o vender viviendas
- Negarse a negociar las viviendas
- Hacer que la vivienda no esté disponible
- Negar una vivienda de otra manera
- Establecer términos, condiciones o privilegios para la venta o alquiler de una vivienda
- Proporcionar servicios o instalaciones de la vivienda diferentes



- Negar falsamente que la vivienda esté disponible para su inspección, venta o alquiler
- Con fines de lucro, persuadir o tratar de persuadir a dueños de viviendas a que vendan o alquilen viviendas sugiriendo que personas de una raza particular, etc. se han mudado, o están a punto de mudarse al vecindario, o
- Negar a cualquier persona el acceso a, la membrecía o la participación en cualquier organización, instalación o servicio (como un servicio de listado múltiple) relacionado con la venta o el alquiler de viviendas; o discriminar contra cualquier persona en los términos o condiciones de tal acceso, membrecía o participación.

En préstamos hipotecarios: Nadie puede hacer ninguna de las cosas siguientes basándose en raza, color, religión, sexo, discapacidad, situación familiar u origen nacional:

- Negarse a otorgar un préstamo hipotecario
- Negarse a proporcionar información respecto a préstamos
- Imponer términos o condiciones diferentes en un préstamo, como tipos de interés, puntos y honorarios diferentes
- Discriminar en la valoración de una propiedad
- Negarse a adquirir un préstamo, o
- Establecer términos o condiciones diferentes para adquirir un préstamo.

Adicionalmente, es una violación de la ley de Equidad en la Vivienda hacer lo siguiente:

- Amenazar, coaccionar, intimidar o interferir con nadie en el ejercicio de su derecho a la equidad en la vivienda o asistir a otros que ejerciten ese derecho.
- Hacer, imprimir o publicar cualquier declaración en conexión con la venta o alquiler de una vivienda que indique una preferencia, limitación o discriminación basada en raza, color, religión, sexo, discapacidad, situación familiar u origen nacional. Esta prohibición contra la publicidad discriminatoria se aplica a viviendas unifamiliares y ocupadas por el dueño



que estén de otra manera exentas de la ley de Equidad en la Vivienda.

- Negarse a proporcionar a los dueños de viviendas cobertura de seguros para una vivienda debido a raza, color, religión, sexo, discapacidad, situación familiar u origen nacional del dueño o los ocupantes de una vivienda.
- Discriminar en los términos o condiciones del seguro de dueños de viviendas debido a la raza, color, religión, sexo, discapacidad, situación familiar u origen nacional del dueño o los ocupantes de una vivienda.
- Negarse a proporcionar información disponible de la gama completa de opciones de cobertura de seguro para dueños de viviendas disponibles debido a la raza, etc. del dueño o los ocupantes de una vivienda.
- Hacer, imprimir o publicar cualquier declaración en conexión con la provisión de cobertura de seguros para dueños de viviendas que indique una preferencia, limitación o discriminación basada en raza, color, religión, sexo, discapacidad, situación familiar u origen nacional.

PROTECCIÓN ADICIONAL SI USTED TIENE ALGUNA DISCAPACIDAD

Si usted o alguien asociado con usted:

- Tiene una discapacidad física o mental (incluyendo problemas de oído, de vista y de movilidad, cáncer, enfermedad mental crónica, VIH/SIDA o retraso mental) que limita sustancialmente una o más de las actividades vitales importantes
- Tiene antecedentes de tal discapacidad o
- Se considera que tiene tal discapacidad, un proveedor de vivienda no puede:
  - Negarse a permitirle hacer modificaciones razonables en su vivienda o a las áreas de uso común, a sus expensas, si fueran necesarias para que usted pueda utilizar completamente la vivienda. (Cuando sea razonable, un propietario puede permitir cambios solamente si usted



accede a devolver la propiedad en su condición original cuando la deje para mudarse).
- Negarse a hacer concesiones razonables en reglas, políticas, prácticas o servicios si fuera necesario para que usted pueda utilizar la vivienda en condición de igualdad con personas no discapacitadas.

Ejemplo: Un edificio con una política de "no se permiten mascotas" debe permitir que un residente con deficiencias visuales tenga un perro guía.

Ejemplo: Un complejo de apartamentos que ofrece a los residentes estacionamiento amplio, no asignado, debe acceder a una petición de un residente con deficiencias de movilidad de tener un espacio reservado cerca de su apartamento si fuera necesario para asegurar que él/ella pueda tener acceso a su apartamento. No obstante, la Ley de Equidad en la Vivienda no protege a una persona que es una amenaza directa contra la salud o la seguridad de los demás o que utiliza actualmente drogas ilegales.

Requisitos de accesibilidad para edificios nuevos multifamiliares: en edificios con cuatro o más unidades que fueron ocupados por primera vez después del 13 de marzo de 1991 y que tienen un elevador:

- Las áreas de uso público y común tienen que ser accesibles para personas con discapacidades
- Todas las puertas y corredores tienen que ser suficientemente anchos para sillas de ruedas
- Todas las unidades tienen que tener:
  - Una ruta accesible para entrar y transitar por la unidad
  - Interruptores de luz, tomas de corriente eléctrica, termostatos y otros controles ambientales accesibles
  - Paredes de los cuartos de baño reforzadas para permitir la instalación posterior de barras de sujeción y
  - Cocinas y cuartos de baños que puedan ser utilizados por personas en sillas de ruedas.



Si un edificio con cuatro o más unidades no tiene elevador y fue ocupado por primera vez después del 13 de marzo de 1991, estas normas se aplican solamente a las unidades de la planta baja.

Estos requisitos de accesibilidad para edificios multifamiliares nuevos no reemplazan normas de accesibilidad más estrictas requeridas bajo la ley estatal o local.

PROTECCIÓN DE LA VIVIENDA PARA FAMILIAS CON NIÑOS

La Ley de Equidad en la Vivienda hace ilegal la discriminación contra una persona cuyo hogar incluye uno o más niños menores de 18 años (situación familiar). La protección a la situación familiar cubre los hogares en los que uno o más niños menores de edad viven con:

- Uno de los padres;
- Una persona que tiene la custodia legal (incluyendo la tutela) de uno o varios niños menores de edad; o
- La persona designada por uno de los padres o por el custodio legal, con permiso escrito del padre o de la madre o del custodio legal. La protección a la situación familiar también se extiende a las mujeres embarazadas y a cualquier persona que está en proceso de obtener la custodia legal de un niño menor (incluyendo padres adoptivos o padres de acogida).

La exención de "Vivienda para personas ancianas": La Ley de Equidad en la Vivienda exime específicamente a algunas instalaciones y comunidades de viviendas para ancianos de responsabilidad para la discriminación contra la situación familiar. Las instalaciones o comunidades de vivienda para ancianos exentas pueden legalmente negarse a vender o alquilar viviendas a familias con niños menores de edad. A fin de tener derecho a la exención de "viviendas para personas ancianas", una instalación o comunidad debe demostrar que sus viviendas son:

- Ofrecidas bajo cualquier programa estatal o federal que haya sido determinado por HUD como específicamente designado



y administrado para asistir a personas ancianas (según la definición del programa estatal o federal); o
- Destinadas a, y ocupadas solamente por personas de 62 años de edad o más; o
- Destinadas y administradas para la ocupación por personas de 55 años de edad o más.

A fin de tener derecho a la exención de vivienda para personas de "55 años o más", una instalación o comunidad tiene que cumplir cada una de las condiciones siguientes:

- Al menos 80 por ciento de las unidades tienen que tener al menos un ocupante de 55 años o mayor; y
- la instalación o comunidad tiene que publicar y seguir las políticas y procedimientos que demuestran la intención de operar como viviendas para personas de "55 años o más"; y
- La instalación o comunidad tiene que cumplir los requisitos reglamentarios de HUD para la verificación de la edad de los residentes

La exención de "vivienda para personas ancianas" no protege a las instalaciones o comunidades de vivienda para ancianos de la responsabilidad para la discriminación de la vivienda basada en raza, color, religión, sexo, discapacidad u origen nacional.

HUD está dispuesto a ayudar en cualquier problema de discriminación en la vivienda. Si usted cree que han violado sus derechos, puede presentar una reclamación en línea, escribir una carta o llamar por teléfono a la oficina de HUD más cercana. Usted tiene un año después de haberse producido o terminado la discriminación alegada para presentar una reclamación a HUD, pero debe de presentarla tan pronto como le sea posible.

SI USTED CREE QUE HAN VIOLADO SUS DERECHOS

Qué debe decirle a HUD:

- Su nombre y dirección



- El nombre y dirección de la persona contra quien presenta la reclamación (el demandado)
- La dirección y otra identificación de la vivienda involucrada
- Una breve descripción de la violación alegada (el evento que causó que usted crea que han violado sus derechos)
- La fecha o fechas de la violación alegada.

Dónde escribir o llamar: Presente una reclamación en línea, envíe una carta a la oficina de HUD más cercana o, si lo desea, puede llamar directamente a esa oficina. Las personas sordas o con deficiencias auditivas que utilizan TTY pueden llamar a esas oficinas mediante el Servicio de repetidor de información federal gratuito, al número 1-800-877-8339.

Para Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island y Vermont:
OFICINA REGIONAL DE BOSTON
(Complaints_office_01@hud.gov)
U.S. Department of Housing and Urban Development
Thomas P. O'Neill Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Teléfono (617) 994-8300 o 1-800-827-5005
Fax (617) 565-7313 * TTY (617) 565-5453

Para New Jersey, New York, Puerto Rico y U.S. Virgin Islands:
OFICINA REGIONAL DE NUEVA YORK
(Complaints_office_02@hud.gov)
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Teléfono (212) 542-7519 o 1-800-496-4294
Fax (212) 264-9829 * TTY (212) 264-0927



Para Delaware, District of Columbia, Maryland, Pennsylvania, Virginia y West Virginia:
OFICINA REGIONAL DE FILADELFIA
(Complaints_office_03@hud.gov)
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Teléfono (215) 861-7646 o 1-888-799-2085
Fax (215) 656-3449 * TTY (215) 656-3450

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U.S. Department of Housing and Urban Development
Five Points Plaza
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Atlanta, GA 30303-2808
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U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Teléfono 1-800-765-9372
Fax (312) 886-2837 * TTY (312) 353-7143



Para Arkansas, Louisiana, New Mexico, Oklahoma y Texas:
OFICINA REGIONAL DE FORT WORTH
(Complaints_office_06@hud.gov)
U.S. Department of Housing and Urban Development
801 Cherry Street
Suite 2500, Unit #45
Fort Worth, TX 76102-6803
Teléfono (817) 978-5900 o 1-888-560-8913
Fax (817) 978-5876/5851 * TTY (817) 978-5595

Para Iowa, Kansas, Missouri y Nebraska:
OFICINA REGIONAL DE KANSAS CITY
(Complaints_office_07@hud.gov)
U.S. Department of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Teléfono (913) 551-6958 o 1-800-743-5323
Fax (913) 551-6856 * TTY (913) 551-6972

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(Complaints_office_08@hud.gov)
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Teléfono (303) 672-5437 o 1-800-877-7353
Fax (303) 672-5026 * TTY (303) 672-5248

Para Arizona, California, Hawaii y Nevada:
OFICINA REGIONAL DE SAN FRANCISCO
(Complaints_office_09@hud.gov)
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387
Teléfono 1-800-347-3739
Fax (415) 489-6558 * TTY (415) 489-6564



Para Alaska, Idaho, Oregon y Washington:
OFICINA REGIONAL DE SEATTLE
(Complaints_office_10@hud.gov)
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Teléfono (206) 220-5170 o 1-800-877-0246
Fax (206) 220-5447 * TTY (206) 220-5185

Si después de hablar con la oficina local más cercana todavía tiene alguna duda, puede ponerse en contacto con HUD en:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Teléfono 1-800-669-9777
Fax (202) 708-1425 * TTY 1-800-927-9275
www.hud.gov/fairhousing

Si usted está discapacitado: HUD también proporciona:

- Un teléfono TTY para usuarios sordos o con dificultades auditivas (vea la lista anterior para la oficina de HUD más cercana)
- Intérpretes, materiales grabados y en Braille
- Asistencia para leer y llenar los formularios

¿QUÉ PASA CUANDO USTED PRESENTA UNA RECLAMACIÓN?

HUD le informará por escrito cuando su reclamación sea aceptada para presentarla bajo la Ley de Equidad en la Vivienda. HUD también:

- Informará al violador alegado (“demandado”) de la presentación de su reclamación y dará al demandado tiempo para presentar una respuesta escrita a la reclamación.



- Investigará su reclamación y determinará si hay causa razonable para creer que el demandado violó la Ley de Equidad en la Vivienda.
- Le informará a usted y al demandado si HUD no puede terminar su investigación en un plazo de 100 días de la presentación de su reclamación y proporcionará la razón para el retraso.

Conciliación de la Ley de Equidad en la Vivienda: Durante la investigación de la reclamación, HUD tiene la obligación de ofrecerles a usted y al demandado la oportunidad de resolver su reclamación con un Acuerdo de conciliación. Un acuerdo de conciliación le proporciona un atenuante individual y protege el interés público disuadiendo discriminación futura por parte del demandado. Una vez que usted y el demandado firmen un Acuerdo de conciliación y HUD apruebe el acuerdo, HUD detendrá la investigación de su reclamación. Si usted cree que el demandado ha violado o roto su acuerdo de conciliación, debe informar rápidamente a la oficina de HUD que investigó su reclamación. Si HUD determina que hay causa razonable para creer que el demandado violó el acuerdo, HUD pedirá al Departamento de justicia de los EE.UU. que presente una demanda contra el demandado en el tribunal del distrito federal para hacer cumplir los términos del acuerdo.

Remisión de la reclamación a agencias públicas estatales o locales de Equidad en la Vivienda: Si HUD ha certificado que su agencia pública estatal o local de Equidad en la Vivienda hace que se cumpla una ley de derechos civiles o una ordenanza que proporcione derechos, remedios y protecciones que son “sustancialmente equivalentes” a la Ley de Equidad en la Vivienda, HUD tiene que remitir su reclamación a dicha agencia para la investigación y debe informarle con rapidez de la remisión. La agencia estatal o local investigará su reclamación bajo la ley u ordenanza “sustancialmente equivalente” de derechos civiles estatales o locales. La agencia pública estatal o local de Equidad en la Vivienda tiene que comenzar a investigar su reclamación dentro de un plazo de 30 días después de la remisión de HUD,



o HUD puede recuperar ("reactivar") la reclamación para su investigación bajo la Ley de Equidad en la Vivienda.

¿QUÉ PASA SI VOY A PERDER MI VIVIENDA POR DESAHUCIO O VENTA?

Si necesita ayuda inmediata para detener o prevenir un problema grave causado por una violación de la Ley de Equidad en la Vivienda, HUD podría ayudarle tan pronto como usted presente una reclamación. HUD podría autorizar al Departamento de justicia de los EE.UU. a presentar una petición en el tribunal del distrito federal para obtener una orden de distanciamiento temporal (TRO) contra el demandado, seguida de un mandato provisorio preliminar contra un demandado en casos en los que:

- Sea probable que ocurra daño o perjuicio a los derechos a la vivienda sin la intervención de HUD; y
- Haya evidencia sustancial de que el demandado ha violado la Ley de Equidad en la Vivienda.

Ejemplo: Un propietario acuerda vender una casa pero cuando descubre que los compradores son negros, saca la casa del mercado y poco después vuelve a listarla como propiedad a la venta. Los compradores presentan una reclamación de discriminación con HUD. HUD puede autorizar al Departamento de justicia de los EE.UU. a pedir un mandato preliminar en el tribunal del distrito federal para prevenir que el propietario venda la casa a otras personas hasta que HUD investigue la reclamación.

¿QUÉ PASA DESPUÉS DE INVESTIGAR UNA RECLAMACIÓN?

Determinación de causa razonable, cargo de discriminación y elección: Cuando se complete la investigación de su reclamación, HUD preparará un informe final de la investigación resumiendo la evidencia recopilada durante la misma. Si HUD determina que hay causa razonable para creer que el demandado discriminó contra usted, HUD publicará una Determinación de causa razonable y



un Cargo de discriminación contra los demandados. Usted y los demandados tienen veinte (20) días después de recibir el aviso del cargo para decidir si quieren que su caso sea resuelto por un Juez de ley administrativa (siglas in inglés, ALJ) o en un juicio civil en el tribunal del distrito federal.

Audiencia del Juez de ley administrativa de HUD: Si ni usted ni el demandado eligen acudir a un juicio civil federal antes de que venza el periodo de elección de 20 días, HUD programará puntualmente una audiencia para su caso ante un Juez de ley administrativa (ALJ). La audiencia del ALJ se llevará a cabo en el lugar donde ocurrió la discriminación alegada. Durante esta audiencia, usted y los demandados tienen el derecho de comparecer en persona, de ser representado por un abogado, de presentar pruebas, de interrogar a los testigos y de requerir citaciones judiciales para asistir en el descubrimiento de pruebas. Abogados de HUD le representarán durante la audiencia del ALJ sin costo para usted; sin embargo, usted también puede elegir intervenir en el caso y contratar su propio abogado. A la conclusión de la audiencia, el juez de HUD emitirá una decisión basada en los hechos hallados y las conclusiones legales. Si el juez de HUD concluye que los demandados violaron la Ley de Equidad en la Vivienda, se podría ordenar a los demandados que:

- Le compensen por daños reales, incluyendo gastos de su bolsillo y daños de angustia emocional.
- Le proporcionen ayuda preceptiva.
- Le proporcionen ayuda equitativa razonable (Por ejemplo, que pongan la casa a disposición de usted).
- Le paguen sus gastos legales razonables.
- Paguen una multa civil a HUD para reivindicar el interés público. Las multas civiles máximas son: $16,000.00 por la primera violación de la ley; $37,500.00 si ha ocurrido una violación previa dentro del periodo de los cinco años precedentes; y $65,000.00 si han ocurrido dos o más violaciones previas durante el periodo de los siete años precedentes.

Juicio civil en el tribunal del distrito federal: Si usted o el demandado eligen ir a juicio civil federal para resolver su reclamación, HUD



tiene que referir su caso al Departamento de justicia de los EE.UU. para su cumplimiento. El Departamento de justicia de los EE.UU. presentará una demanda legal civil de su parte en el tribunal del distrito de los EE.UU., en el distrito donde ocurrió la discriminación alegada. Usted también puede elegir intervenir en el caso y contratar su propio abogado. Tanto usted como el demandado pueden solicitar un juicio con jurado y usted tiene el derecho de comparecer en persona, de estar representado por un abogado, de presentar pruebas, de interrogar a los testigos y de requerir citaciones judiciales para asistir en el descubrimiento de pruebas. Si el tribunal federal decide en su favor, un juez o el jurado pueden ordenar a los demandados que:

- Le compensen por daños reales, incluyendo gastos de su bolsillo y daños de angustia emocional.
- Le proporcionen ayuda preceptiva permanente.
- Le proporcionen ayuda equitativa razonable (Por ejemplo, que pongan la casa a disposición de usted).
- Le paguen sus gastos legales razonables.
- Le paguen compensación punitiva.

Determinación de ausencia de causa razonable y rechazo: Si HUD concluye que no existe causa razonable para creer que los demandados violaron la ley, HUD rechazará su reclamación con una determinación de ausencia de causa razonable. HUD le informará, a usted y a los demandados, del rechazo por correo y usted puede solicitar una copia del informe final de la investigación.

Reconsideraciones de las determinaciones de ausencia de causa razonable: La Ley de Equidad en la Vivienda no provee un proceso formal de apelación para reclamaciones rechazadas por HUD. No obstante, si su reclamación es rechazada con una determinación de ausencia de causa razonable, usted puede presentar una petición por escrito para una revisión de reconsideración al Director, FHEO Office of Enforcement, U.S. Department of Housing and Urban Development, 451 7th Street, SW, Room 5206, Washington, DC 20410-2000.



ADICIONALMENTE

Usted puede presentar una demanda legal privada: Usted puede presentar una demanda legal civil privada sin presentar antes una reclamación a HUD. Usted puede presentar su demanda legal dentro de un plazo de dos (2) años desde la fecha más reciente de acción discriminatoria alegada.

Si usted presenta una reclamación a HUD, e incluso si HUD desecha su reclamación, la Ley de Equidad en la Vivienda le concede el derecho a presentar una demanda legal civil privada contra los demandados en el tribunal federal del distrito federal. El tiempo durante el cual HUD estaba procesando su reclamación no cuenta como parte del periodo de 2 años para la presentación. Usted puede presentar su demanda legal a sus propias expensas; sin embargo, si no puede pagar un abogado, el tribunal puede asignarle uno.

Incluso si HUD todavía está procesando su reclamación, usted puede presentar una demanda legal civil privada contra los demandados, a menos que (1) usted ya haya firmado un acuerdo de conciliación con HUD para resolver su reclamación con HUD; o (2) un Juez de ley administrativa de HUD haya comenzado una audiencia administrativa para su reclamación.

Otras herramientas para combatir la discriminación en la vivienda:

- Si hay un incumplimiento de la orden del Juez de ley administrativa, HUD puede buscar atenuante temporal, cumplimiento de la orden o una orden judicial de distanciamiento en una corte de apelación de los Estados Unidos.
- El fiscal general puede presentar una demanda legal en el tribunal del distrito federal si existe causa razonable para creer que está dándose una tendencia de práctica de discriminación en la vivienda.



Notas



Notas



Notas

Para más información

El fin de este folleto es resumir sus derechos a la equidad en la vivienda. La Ley de Equidad en la Vivienda y los reglamentos de HUD contienen más detalles e información técnica. Si necesita una copia de la ley o los reglamentos, póngase en contacto con la oficina de Equidad en la Vivienda de HUD más cercana a usted. Puede ver la lista de oficinas de Equidad en la Vivienda de HUD en las páginas 7-10. .



CONEXIÓN CON HUD

Department of Housing and Urban Development
Room 5204
Washington, DC 20410-2000

02305

HUD-1686-1-FHEO
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Por favor, visite nuestro sitio web: www.hud.gov/fairhousing

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

April 23, 2020

MEMORANDUM FOR: Planning Directors and Interested Parties

FROM: Zachary Olmstead, Deputy Director
Division of Housing Policy Development

SUBJECT: **AB 686 Summary of Requirements in Housing Element Law Government Code Section 8899.50, 65583(c)(5), 65583(c)(10), 65583.2(a)**

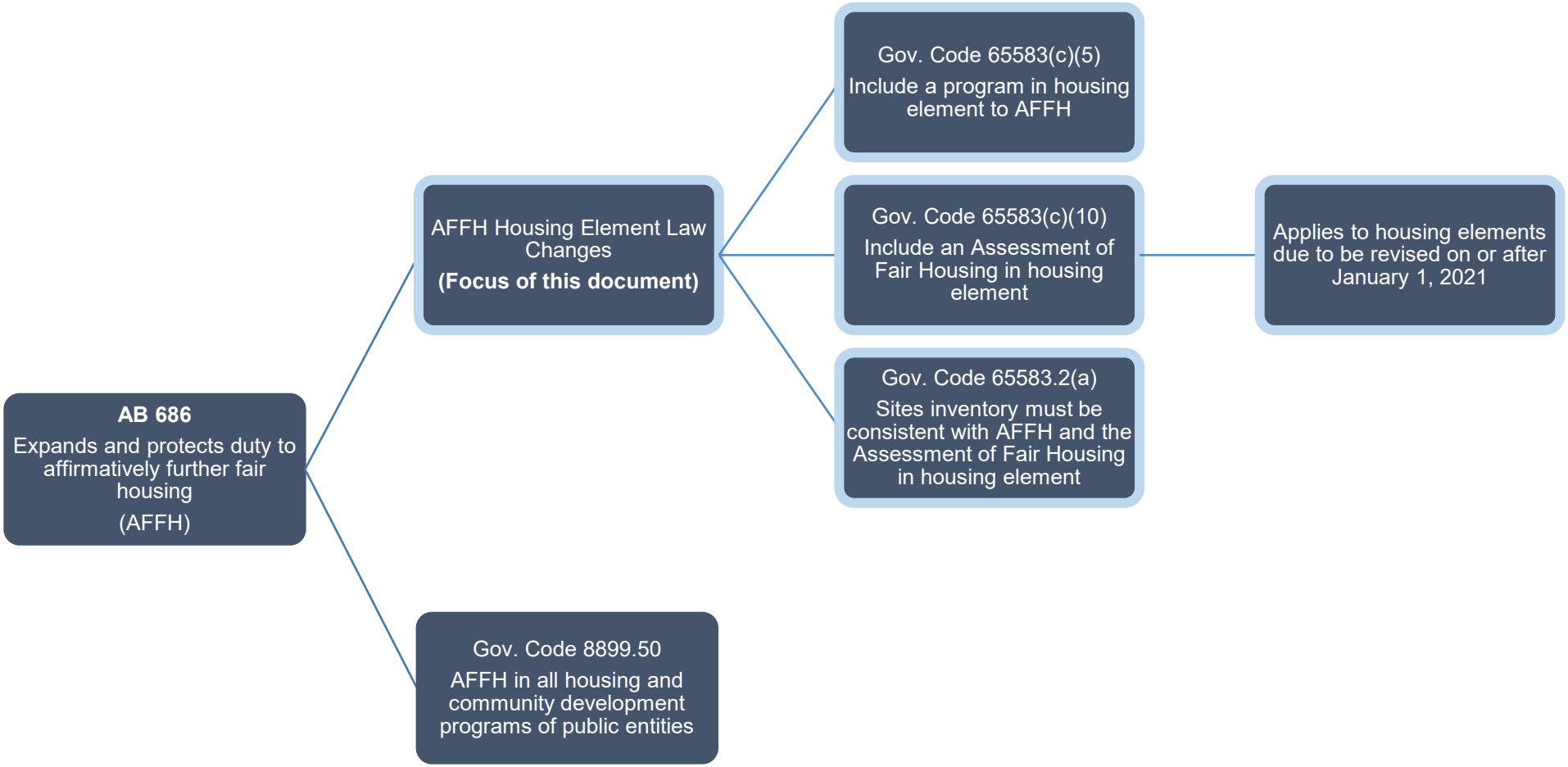
AB 686 creates new requirements for all state and local agencies (including, but not limited to, all cities, counties, cities and counties, and housing authorities) to ensure that their laws, programs and activities affirmatively further fair housing, and that they take no action inconsistent with this obligation. AB 686 also creates new requirements specifically in Housing Element Law, which is the focus of this document.

Beginning January 1, 2019, all housing elements must now include a program that promotes and affirmatively furthers fair housing opportunities throughout the community for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics protected by the California Fair Employment and Housing Act (FEHA), Government Code Section 65008, and any other state and federal fair housing and planning law.[1]

Additionally, all housing elements due on or after January 1, 2021, must contain an Assessment of Fair Housing (AFH) consistent with the core elements of the analysis required by the federal Affirmatively Furthering Fair Housing (AFFH) Final Rule of July 16, 2015.[2] Many important terms relevant to the AFH are defined in HUD's 2015 AFFH Rule.[3] The housing element land inventory and identification of sites must be consistent with a jurisdiction's duty to AFFH and the findings of its AFH.

Under state law, affirmatively further fair housing means "taking meaningful actions, in addition to combatting discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics."[4]

[1] See page 10 for a list of applicable protected characteristics.
[2] Affirmatively Furthering Fair Housing, 80 Fed. Reg. 42,272 (July 16, 2015).
[3] 80 Fed. Reg. at 42,353-55.
[4] Gov. Code § 8899.50 (a)(1).


AB 686
Expands and protects duty to affirmatively further fair housing
(AFFH)
AFFH Housing Element Law Changes
(Focus of this document)
Gov. Code 65583(c)(5)
Include a program in housing element to AFFH
Gov. Code 65583(c)(10)
Include an Assessment of Fair Housing in housing element
Applies to housing elements due to be revised on or after January 1, 2021
Gov. Code 65583.2(a)
Sites inventory must be consistent with AFFH and the Assessment of Fair Housing in housing element
Gov. Code 8899.50
AFFH in all housing and community development programs of public entities

All housing elements must now include a program that promotes and affirmatively furthers fair housing opportunities throughout the community. AB 686 also requires that all housing elements due on or after January 1, 2021, must contain an Assessment of Fair Housing. Finally, the housing element land inventory and identification of sites must be consistent with a jurisdiction's duty to AFFH and the findings of its Assessment of Fair Housing. These requirements are detailed below.

1. **Include a Program that Affirmatively Furthers Fair Housing and Promotes Housing Opportunities throughout the Community for Protected Classes (applies to housing elements beginning January 1, 2019)**[5]

   A program to AFFH must include:

   - **a.** Meaningful Actions:[6] Affirmatively furthering fair housing (AFFH) includes taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity for all groups protected by state and federal law by:
     - **i.** Replacing segregated living patterns with integrated and balanced living patterns
     - **ii.** Transforming racially and ethnically concentrated areas of poverty into areas of opportunity (without displacement)
     - **iii.** Fostering and maintaining compliance with civil rights and fair housing laws
     - **iv.** Note: Meaningful actions include actions that will promote fair housing opportunities for low- and moderate- income tenants and tenants of affordable housing, including subsidized housing.

   - **b.** Timeline of Concrete Actions: As with other programs of the housing element, the program(s) to AFFH must include a schedule of concrete actions and a timeline for implementation.[7]

   - **c.** No Actions Inconsistent with AFFH: The jurisdiction must not take any action that is materially inconsistent with its obligation to affirmatively further fair housing.[8]
     - **i.** Existing state law requires that housing elements are internally consistent and that the housing element and the other components of a jurisdiction's General Plan are internally consistent.[9] AB 686 specifically requires that jurisdictions take no action that is materially inconsistent with its obligation to affirmatively further fair housing. Not only does this apply to other policies, programs, and actions in the housing element, and the other General Plan elements, it broadly applies to all of the jurisdiction's activities relating to housing and community development.[10]

[5] Gov. Code § 65583 (c)(5)
[6] Gov. Code § 8899.50 (a)(1)
[7] Gov. Code § 65583 (c)
[8] Gov. Code, § 65583 (c)(10)(A)
[9] Gov. Code § 65583 (c)(7)
[10] Gov. Code, § 8890.50 (b)

2. **Conduct an Assessment of Fair Housing**[11]
    a. AB 686 amended Government Code Section 65583 to include Section 65583 (c) (10) (A) (i) through (iv) which specifies the components of the required assessment of fair housing (AFH). These components are to be included in the appropriate existing sections required in a jurisdiction's housing element. Below, the components are organized by recommended housing element section:
        i. *Recommended Housing Element Section:* Needs Assessment
            1. (10) (A) (i). A summary of fair housing issues in the jurisdiction and an assessment of the jurisdiction's fair housing enforcement and outreach capacity.
            2. (10) (A) (ii). An analysis of available federal, state, and local data and local knowledge to identify:
                a. Integration and segregation patterns and trends
                b. Racially or ethnically concentrated areas of poverty
                c. Disparities in access to opportunity
                d. Disproportionate housing needs within the jurisdiction, including displacement risk. Analyze fair housing data, including standard publicly available data, as well as local data and knowledge. This analysis can be conducted in concert with other data collection and analysis that is conducted as part of the housing element needs assessment
            3. (10) (A) (iii). An assessment of the contributing factors for the fair housing issues identified under clause (ii).
        ii. *Recommended Housing Element Section:* Needs Assessment Or Constraints
            1. (10) (A) (iv). An identification of the jurisdiction's fair housing priorities and goals, with priority to those factors identified in clause (iii) that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance. This requirement includes identification of metrics and milestones for determining what fair housing results will be achieved.
        ii. *Recommended Housing Element Section:* Programs
            1. (10) (A) (v). Strategies and actions to implement those priorities and goals identified in the housing needs assessment (per Section 65583 (c) (10) (A) (i-iii)). These strategies and actions may include, but are not limited to:[12]
                a. Enhancing mobility strategies and promoting inclusion for protected classes
                b. Encouraging development of new affordable housing in high-resource areas
                c. Place-based strategies to encourage community revitalization, including preservation of existing affordable housing
                d. Protecting existing residents from displacement
            2. These actions, taken together, must address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of

[11] Gov. Code, § 65583 (c)(10)
[12] See page 11 for further examples of strategies to AFFH.

opportunity, fostering and maintaining compliance with civil rights, and must affirmatively further fair housing.

b. Notes on AFH Preparation:

i. The AFH requirements shall be interpreted consistent with the Affirmatively Furthering Fair Housing (AFFH) Final Rule and accompanying commentary published by the United States Department of Housing and Urban Development contained in Volume 80 of the Federal Register, Number 136, pages 42272 to 42371, inclusive, dated July 16, 2015.[13]

1. HUD's AFFH Rule Guidebook (Dec. 2015) provides useful information about how to perform an AFH.

2. Amendment, suspension, or revocation of the HUD 2015 AFFH Rule does not impact the requirement under state law to interpret AFH requirements consistent with the 2015 AFFH Rule.

ii. Development of an AFH must include meaningful community participation, consultation, and coordination that is integrated with the broader stakeholder outreach and community participation process for the overall housing element. This engagement should be consistent with the requirements set forth in the AFFH Rule.[14] Key stakeholders and collaborators to consider:

1. Public Housing Authorities (PHAs) in California are subject to the general mandate of AB 686 (as well as the federal AFFH rule) and should collaborate with their housing element jurisdiction(s) as part of their AFFH obligation. Local jurisdictions should engage with their PHAs at the earliest opportunity to ensure that PHAs are an integral part of the jurisdiction's AFH analysis and goal setting.

2. Housing and community development providers and advocacy groups.

3. Community members that are members of protected classes and advocacy organizations that represent protected classes.

iii. Jurisdictions that have prepared an Analysis of Impediments to Fair Housing Choice (AI) or AFH in conjunction with their participation in federal housing programs may adapt relevant sections into their housing element AFH.[15] However, if the AI or AFH was not completed pursuant to the 2015 AFFH Final Rule, adaptation of the relevant sections may not be sufficient to meet the jurisdiction's obligations under section 65583(c)(10).

3. Prepare the Housing Element Land Inventory and Identification of Sites through the Lens of Affirmatively Furthering Fair Housing[16]

a. Prior to AB 686, Housing Element Law has required jurisdictions to identify adequate sites, appropriately zoned and available to accommodate its Regional Housing Need Allocation (RHNA). The housing element must demonstrate that there are adequate sites zoned for the development of housing for households at each income level sufficient to accommodate the number of new housing units needed at each income level as identified in the RHNA.

[13] Gov. Code, § 65583 (c) (10) (A), citing Gov. Code § 8899.50
[14] 24 CFR § 5.158
[15] Gov. Code, § 65583 (c)(10)(B)
[16] Gov. Code, § 65583.2 (a)

b. AB 686 now requires that a jurisdiction identify sites throughout the community, in a manner that is consistent with its duty to affirmatively further fair housing (AFFH) and the findings of its AFH, pursuant to Section 65583(c)(10)(A). In the context of AFFH, the site identification requirement involves not only an analysis of site capacity to accommodate the RHNA, but also whether the identified sites serve the purpose of replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity.[17] At the most basic level, this requirement suggests two courses of action relating to the identification of sites:

- **i.** Ensure that sites zoned to accommodate housing for lower-income households are not concentrated in lower resource areas and segregated concentrated areas of poverty, but rather dispersed throughout the community, including in areas with access to greater resources, amenities, and opportunity.
- **ii.** Where sites zoned to accommodate housing for lower-income households are located in lower resource areas and segregated concentrated areas of poverty, incorporating policies and programs in the housing element that are designed to remediate those conditions, including place-based strategies that create opportunity in areas of disinvestment (such as investments in enhanced infrastructure, services, schools, jobs, and other community needs).

[17] Gov. Code, § 8890.50 (b)

Supplemental Information

Statutory Language:

Government Code 8899.50

(a) For purposes of this section, the following terms have the following meanings:

(1) “Affirmatively furthering fair housing” means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a public agency’s activities and programs relating to housing and community development.

(2) “Public agency” means all of the following:

(A) The state, including every state office, officer, department, division, bureau, board, and commission, including the California State University.

(B) A city, including a charter city, county, including a charter county, city and county, and a redevelopment successor agency.

(C) A public housing authority created pursuant to the Housing Authorities Law (Chapter 1 (commencing with Section 34200) of Part 2 of Division 24 of the Health and Safety Code).

(D) A public housing agency, as defined in the United States Housing Act of 1937 (codified at 42 U.S.C. Sec. 1437 et seq.), as amended.

(E) Any other political subdivision of the state that is a grantee or subgrantee receiving funds provided by the United States Department of Housing and Urban Development under the Community Development Block Grant program, the Emergency Solutions Grants program, the HOME Investment Partnerships program, or the Housing Opportunities for Persons With AIDS program.

(b) A public agency shall administer its programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

(c) This section shall be interpreted consistent with the Affirmatively Furthering Fair Housing Final Rule and accompanying commentary published by the United States Department of Housing and Urban Development contained in Volume 80 of the Federal Register, Number 136, pages 42272 to 42371, inclusive, dated July 16, 2015. Subsequent amendment, suspension, or revocation of this Final Rule or its accompanying commentary by the federal government shall not impact the interpretation of this section.

(d) In selecting meaningful actions to fulfill the obligation to affirmatively further fair housing, this section does not require a public agency to take, or prohibit a public agency from taking, any one particular action.

Government Code 65583

The housing element shall consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. The housing element shall identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, and shall make adequate provision for the existing and projected needs of all economic segments of the community. The element shall contain all of the following:

Government Code 65583(c)

(c) A program that sets forth a schedule of actions during the planning period, each with a timeline for implementation, that may recognize that certain programs are ongoing, such that there will be beneficial impacts of the programs within the planning period, that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the housing element through the administration of land use and development controls, the provision of regulatory concessions and incentives, the utilization of appropriate federal and state financing and subsidy programs when available, and the utilization of moneys in a low- and moderate-income housing fund of an agency if the locality has established a redevelopment project area pursuant to the Community Redevelopment Law (Division 24 (commencing with Section 33000) of the Health and Safety Code). In order to make adequate provision for the housing needs of all economic segments of the community, the program shall do all of the following:

Government Code 65583(c)(5)

(5) Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics protected by the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law.

Government Code 65583(c)(10)

(10) (A) Affirmatively further fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2. The program shall include an assessment of fair housing in the jurisdiction that shall include all of the following components:

(i) A summary of fair housing issues in the jurisdiction and an assessment of the jurisdiction’s fair housing enforcement and fair housing outreach capacity.

(ii) An analysis of available federal, state, and local data and knowledge to identify integration and segregation patterns and trends, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs within the jurisdiction, including displacement risk.

(iii) An assessment of the contributing factors for the fair housing issues identified under clause (ii).

(iv) An identification of the jurisdiction's fair housing priorities and goals, giving highest priority to those factors identified in clause (iii) that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance, and identifying the metrics and milestones for determining what fair housing results will be achieved.

(v) Strategies and actions to implement those priorities and goals, which may include, but are not limited to, enhancing mobility strategies and encouraging development of new affordable housing in areas of opportunity, as well as place-based strategies to encourage community revitalization, including preservation of existing affordable housing, and protecting existing residents from displacement.

(B) A jurisdiction that completes or revises an assessment of fair housing pursuant to Subpart A (commencing with Section 5.150) of Part 5 of Subtitle A of Title 24 of the Code of Federal Regulations, as published in Volume 80 of the Federal Register, Number 136, page 42272, dated July 16, 2015, or an analysis of impediments to fair housing choice in accordance with the requirements of Section 91.225 of Title 24 of the Code of Federal Regulations in effect prior to August 17, 2015, may incorporate relevant portions of that assessment or revised assessment of fair housing or analysis or revised analysis of impediments to fair housing into its housing element.

(C) The requirements of this paragraph shall apply to housing elements due to be revised pursuant to Section 65588 on or after January 1, 2021.

Government Code 65583.2(a)

(a) A city's or county's inventory of land suitable for residential development pursuant to paragraph (3) of subdivision (a) of Section 65583 shall be used to identify sites throughout the community, consistent with paragraph (10) of subdivision (c) of Section 65583, that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction's share of the regional housing need for all income levels pursuant to Section 65584.

Protected Classes Covered by the California Fair Employment and Housing Act

Race, color, national origin, religion, sex, familial status, disability, age, ancestry, sexual orientation, gender identity, gender expression, genetic information, marital status, citizenship status, veteran or military status

- UNRUH: primary language, or immigration status, citizenship status

  Covered under the Unruh Civil Rights Act, which applies to most housing accommodations in California.

Protected Classes Covered by Government Code Section 65008

- Race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information
- Government Code Section 65008 provides additional protections for income and financing characteristics in relation to planning and land use decisions:

  Local jurisdictions cannot take actions, enact or administer ordinances to deny or condition the enjoyment of residence, landownership, tenancy, or any other land use in the state because of:

  - The method of financing
  - The intended occupancy by persons who are very low, low, moderate, or middle income (income does not exceed 150 percent of the median income for the county)
  - Protected characteristics of the intended occupants

Protected Classes Covered by Federal Law

Race, color, religion, national origin, sex, familial status, disability

Examples of types of potential Affirmatively Furthering Fair Housing strategies include:

- Mobility-based strategies to provide better access to opportunities for all members of the community, particularly protected classes
- Strategies to encourage development of new affordable housing in high resource areas
- Place-based strategies to encourage community revitalization, including preservation of existing affordable housing, and protecting existing residents from displacement
- Strategies to improve enforcement of fair housing laws, community outreach and engagement capacity, and fair housing resources
- Strategies to stem the tide of displacement, including robust tenant protections
- Strategies to address wet and dry utility infrastructure and service deficiencies in disadvantaged communities
- Strategies to mitigate negative environmental, neighborhood, housing, and health impacts associated with the siting and operation of “Locally Unwanted Land Uses” (e.g., industrial, agricultural, agricultural processing, waste storage and processing, energy production land uses, etc.) in and around disadvantaged neighborhoods and communities
- Strategies to preserve mobilehome parks
- Strategies to promote a range of community-based housing options for people with disabilities
- Strategies to prevent discriminatory evictions (e.g., just cause eviction protections)
- Adoption of inclusionary housing policies and/or other policies to facilitate the development of deed-restricted affordable housing that is integrated with market-rate housing
- Strategies to ensure affordable housing opportunities for people who have criminal history
- Promotion of policies that encourage community ownership and stewardship of land to develop affordable housing, such as community land trust models
- As part of a larger anti-gentrification and anti-displacement strategy, adoption of policies that promote opportunities for tenants to purchase their buildings upon notification of an intent to sell by their landlords

    Remove constraints to and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities. Gov. Code 65583(c)(3), including:

        Ensuring affordable housing complies with federal and state requirements to build units accessible to people with disabilities

        Developing a program to subsidize the cost of reasonable modifications to make housing accessible for people with disabilities

Examples of local policies that should be analyzed as potential impediments to fair housing choice:

    Nuisance and/or crime-free multi-housing ordinances

- Ordinances that restrict the siting of family child-care facilities
- Shelter standards that unduly restrict the siting of emergency shelters
- Policies that restrict or prohibit religious gatherings or other religious activities in residential areas
- Ordinances that restrict or prohibit the siting of board-and-care homes (licensed and unlicensed) and sober-living homes

CITY OF LAKEPORT

City Council ☒
City of Lakeport Municipal Sewer District ☐
Lakeport Industrial Development Authority ☐
Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE: South Main Street Sidewalk Project Award	**MEETING DATE:** 04/16/2024
SUBMITTED BY: Ron Ladd, Public Works Director	
PURPOSE OF REPORT: ☐Information only ☐ Discussion ☒Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve the plans, specifications and working details for the South Main Street Sidewalk Project, award a public works construction contract to the lowest responsible bidder on the project, T&T Paving, Inc. dba Valley Paving, and authorize the City Manager to enter into a construction agreement with T&T Paving, Inc. dba Valley Paving for the amount of $334,279.15.

BACKGROUND:

The project is located at various locations on South Main St. from D Street to just south of Konocti Ave. The work consists of removal of tree stumps, excavation of embankment, removing and replacing concrete curb, gutter, sidewalk, installing ADA compliant curb ramps, and HMA placement to conform to new concrete facilities. Coordination will take place with PG&E and AT&T to relocate three utility poles within the project boundary.

The bids were publicly opened on Monday, April 1, 2024, after a four-week bid period. There were six responsive bids received. Upon reviewing the bid documents, T&T Paving, Inc. dba Valley Paving (Valley Paving) is the lowest responsive bidder. The engineer's estimate for this project was $413,000. Construction is estimated to start at the end of May and be completed by August 1st.

DISCUSSION:

In recommending a contract award, staff must evaluate if the bidder is responsible as defined in Public Contract Code § 1103 as, "a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." Valley Paving's Experience Statement shows prior experience on sidewalk and paving projects that are similar in scope and value of the South Main Street Sidewalk Project. Staff did note an omission of a checked box on the Equal Employment Opportunity (EEO) Certification, indicating if the contractor had participated in a previous contract subject to the equal opportunity clause, as well as a missing signature on the Disclosure of Lobbying Activities. The contractor provided the corrected documents immediately upon request and stated they "inadvertently" missed checking the box on the EEO Certification, adding the Disclosure of Lobbying Activities form is unclear since it has no area to indicate "no activities". The City specifically reserves the right to waive technical errors or discrepancies in a submitted bid that does not affect the amount of the bid and does not provide an advantage or benefit not allowed to other bidders. (Instructions to Bidders, Section B1.19, Notice to Bidders and Special Provisions for South Main Street Sidewalk Project Bid No. 24-03 in Lakeport, California, Feb. 2024, p. 38.) Since neither an

affirmative nor negative answer on the EEO Certification would disqualify a bidder, affect the bid amount, or give a benefit or advantage not allowed to other bidders, City staff considers the omission of information a waivable, immaterial variance. The same statement holds true for the omission of information and signature on the Disclosure of Lobbying Activities form. (*Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal.App.4th 1181, 1188 [city may waive non-material bid irregularities].)

The City Council has the discretionary authority to approve the Project's plans and designs in advance of construction. The Project's plan and designs were prepared by Paul Curren, the City Engineer, and submitted January of 2024. The Project's plan and designs were reviewed by the City's Engineering Division and approved by Kevin Ingram, City Manager, and Ron Ladd, Public Works Director, on February 5, 2024. City staff recommends the City Council approve the Project's plans and designs, as staff considers them to be reasonable based on the detail of the plans prepared by Paul Curren and the approval granted by Kevin Ingram and Ron Ladd.

ENVIRONMENTAL COMPLIANCE:

Staff filed a Notice of Exemption under the requirements of the California Environmental Quality Act (CEQA) on December 7, 2023. This project meets the criteria established in Section 15301 of the CEQA Guidelines as it consists of repair/maintenance of existing facilities with no expansion; therefore, the project was determined to be eligible for a Categorical Exemption.

OPTIONS:

1. Award a construction contract to T&T Paving, Inc. dba Valley Paving for the South Main Street Sidewalk Project and authorize the City Manager to execute the construction contract for the bid amount.
2. Reject all bids and direct Staff to readvertise the project.
3. Take no action or provide alternative direction to staff.

FISCAL IMPACT:

☐ None ☒ $ $334,279.15 Budgeted Item? ☒Yes ☐ No

Budget Adjustment Needed? ☐Yes ☐ No If yes, amount of appropriation increase: $

Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments:

COUNCIL PRIORITIES:

☐ Priority #1: Public Safety & Crisis Response

☐ Priority #2: Disaster Resiliency

☐ Priority #3: Good Governance & Fiscal Stability

☒ Priority #4: Capital Infrastructure Improvement

☒ Priority #5: Safe, Sustainable & Attractive Neighborhoods

☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to approve the plans, specifications and working details and award a construction contract to T&T Paving, Inc. dba Valley Paving for the South Main Street Sidewalk Project and authorize the City Manager to execute the construction contract for the bid amount of $334,279.15.

☒ **Attachments:**

1. Bid Tabulation
2. Project Plans
3. Project Specifications

South Main Street Sidewalk Project
BID NO. 24-03
BID TABULATION

=minor calculation error, value differs from announced bid total

ADDENDUM 2 BID SCHEDULE

				Engineer's Estimate		T&T Paving dba Valley Paving		Gregg Simpson Trucking		Oak Grove Construction		Wylatti Resource Management, Inc		B & M Builders		Northwest Construction		Steve Taylor Excavation	
Item	**Description**	**Quantity**	**Unit**	Unit Price	Extension	Unit Price	Extention	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	1	LS	---	$34,376.70	$4,545.00	$4,545.00	$19,000.00	$19,000.00	$9,405.00	$9,405.00	$23,203.19	$23,203.19	$35,000.00	$35,000.00	$10,000.00	$10,000.00	$735.18	$735.18
2	Traffic & Pedestrian Control	1	LS	---	$27,501.36	$9,240.00	$9,240.00	$9,000.00	$9,000.00	$12,550.00	$12,550.00	$13,873.49	$13,873.49	$20,000.00	$20,000.00	$6,067.00	$6,067.00	$0.00	$0.00
3	WPCP	1	LS	---	$2,500.00	$12,210.00	$12,210.00	$6,000.00	$6,000.00	$1,925.00	$1,925.00	$4,208.33	$4,208.33	$7,500.00	$7,500.00	$2,000.00	$2,000.00	$850.00	$850.00
4	4" R&R Sidewalk	2667	SF	$40.00	$106,680.00	$32.45	$86,544.15	$26.00	$69,342.00	$31.00	$82,677.00	$31.61	$84,303.87	$29.00	$77,343.00	$45.00	$120,015.00	$34.88	$93,024.96
5	R&R Commercial Driveway	1331	SF	$65.00	$86,515.00	$55.40	$73,737.40	$23.00	$30,613.00	$33.40	$44,455.40	$43.18	$57,472.58	$29.00	$38,599.00	$80.00	$106,480.00	$43.03	$57,272.93
6	R&R Cross Gutter	217	SF	$50.00	$10,850.00	$105.50	$22,893.50	$52.00	$11,284.00	$79.60	$17,273.20	$53.26	$11,557.42	$40.00	$8,680.00	$80.00	$17,360.00	$48.80	$10,589.60
7	R&R Curb and Gutter	577	LF	$75.00	$43,275.00	$42.00	$24,234.00	$87.00	$50,199.00	$104.00	$60,008.00	$131.35	$75,788.95	$95.00	$54,815.00	$100.00	$57,700.00	$75.25	$43,419.25
8	Truncated Domes	194	SF	$35.00	$6,790.00	$39.00	$7,566.00	$30.00	$5,820.00	$59.30	$11,504.20	$20.53	$3,982.82	$38.00	$7,372.00	$50.00	$9,700.00	$195.98	$38,020.12
9	Curb Behind Sidewalk	262	LF	$40.00	$10,480.00	$27.00	$7,074.00	$120.00	$31,440.00	$51.40	$13,466.80	$32.84	$8,604.08	$37.00	$9,694.00	$80.00	$20,960.00	$47.40	$12,418.80
10	Excavation (F)	165	CY	$65.00	$10,725.00	$105.50	$17,407.50	$50.00	$8,250.00	$147.44	$24,327.60	$54.83	$9,046.95	$175.00	$28,875.00	$122.00	$20,130.00	$56.25	$9,281.25
11	6" Miscellaneous Paving	3820	SF	$15.00	$57,300.00	$12.66	$48,361.20	$11.00	$42,020.00	$11.90	$45,458.00	$17.76	$67,843.20	$11.00	$42,020.00	$10.00	$38,200.00	$32.32	$123,462.40
12	2" Miscellaneous Paving	706	SF	$12.00	$8,472.00	$8.40	$5,930.40	$30.00	$21,180.00	$8.55	$6,036.30	$5.87	$4,144.22	$14.00	$9,884.00	$5.00	$3,530.00	$16.22	$11,451.32
13	Remove Stumps	2	EA	$500.00	$1,000.00	$235.00	$470.00	$1,950.00	$3,900.00	$1,325.00	$2,650.00	$359.00	$718.00	$2,500.00	$5,000.00	$500.00	$1,000.00	$500.00	$1,000.00
14	HMA Dike (Type E)	28	LF	$60.00	$1,680.00	$94.00	$2,632.00	$90.00	$2,520.00	$67.60	$1,892.80	$49.78	$1,393.84	$115.00	$3,220.00	$50.00	$1,400.00	$75.25	$2,107.00
15	Install Stop Sign and Post	1	EA	$250.00	$250.00	$147.00	$147.00	$3,500.00	$3,500.00	$1,475.00	$1,475.00	$335.86	$335.86	$750.00	$750.00	$500.00	$500.00	$1,000.00	$1,000.00
16	Ramp, Landing & Handrail	1	LS	$4,500.00	$4,500.00	$10,647.00	$10,647.00	$15,500.00	$15,500.00	$17,115.00	$17,115.00	$6,731.40	$6,731.40	$25,000.00	$25,000.00	$10,000.00	$10,000.00	$12,312.50	$12,312.50
17	Reset concrete pavers @ 910 S. Main Street	1	LS	$750.00	$750.00	$640.00	$640.00	$7,500.00	$7,500.00	$887.00	$887.00	$250.00	$250.00	$1,750.00	$1,750.00	$1,500.00	$1,500.00	$34.69	$34.69
		TOTAL:			$413,645.06		$334,279.15		$337,068.00		$353,106.30		$373,458.20		$375,502.00		$426,542.00		~~$416,980.00~~

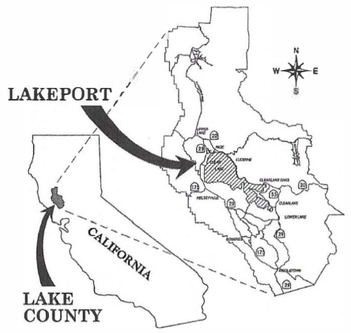
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CITY OF LAKEPORT

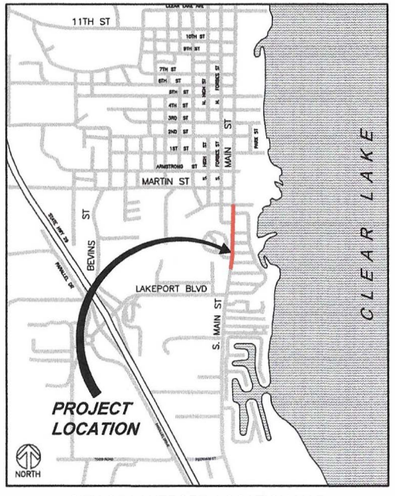
PLANS FOR THE

SOUTH MAIN STREET SIDEWALK PROJECT

Bid No. 24-03



STATE OF CALIFORNIA/COUNTY OF LAKE
NOT TO SCALE



CITY OF LAKEPORT: LOCATION MAP
NOTTO SCALE

LEGEND, SYMBOLS & ABBREVIATIONS

	PCC SIDEWALK
	PCC COMMERCIAL DRIVEWAY APPROACH
	PCC CURB & GUTTER
	PCC CROSS-GUTTER
	DETECTABLE WARNING SURFACE
	REMOVE & REPLACE 6' HMA
	2" MISCELLANEOUS HMA PAVING
	PCC RETAINING CURB (INTEGRAL)
	WATER VALVE
	SANITARY SEWER MANHOLE
U.P.	UTILITY POLE
SCO	SEWER CLEANOUT
	FIRE HYDRANT
	ROADSIDE SIGN
EG	EXISTING GRADE
EP	EDGE OF PAVEMENT
FL	FLOWLINE
SW	SIDEWALK
TC	TOP OF CURB
TP	TOP OF PAVEMENT
XXXX.XX / *XXXX.XX*	NEW ELEVATION / EX. ELEVATION

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	PROJECT SITE PLAN / LOCATION #1
3	LOCATIONS #2 & #3
4	LOCATION #4 & ENLARGEMENT 4A
5	CROSS-SECTION DETAILS
6	CROSS-SECTION DETAILS
7	LOCATIONS #5, #6 & #8
8	LOCATION #7

CITY OF LAKEPORT: CONTACT INFORMATION

RON LADD PUBLIC WORKS DIRECTOR 591 MARTIN STREET LAKEPORT, CA 95453 (707) 263-3578	PAUL R. CURREN, P.E. CITY ENGINEER 225 PARK STREET LAKEPORT, CA 95453 (707) 263-5615 EXT. 407	KEVIN INGRAM CITY MANAGER 200 PARK STREET LAKEPORT, CA 95435 (707) 263-5615 EXT. 201

REGISTERED PROFESSIONAL ENGINEER
PAUL R. CURREN
C34527
Exp 9-30-25
2/5/24
CIVIL
STATE OF CALIFORNIA

APPROVED:

2/15/2024
KEVIN M. INGRAM, CITY MANAGER — DATE

2/5/2024
RON LADD, PUBLIC WORKS DIRECTOR — DATE

CERTIFICATION:
I CERTIFY THAT THIS PROJECT WAS DESIGNED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES.

2/5/2024
PAUL R. CURREN, CITY ENGINEER — DATE

CITY OF LAKEPORT
SOUTH MAIN STREET SIDEWALK PROJECT

TITLE SHEET

PROJECT ENGINEER:
PAUL R. CURREN, P.E.

LICENSE:
C34527

EXPIRATION:
9-30-25

SCALE VERIFICATION
Bar measures 1" on original

DESIGNER
P. CURREN

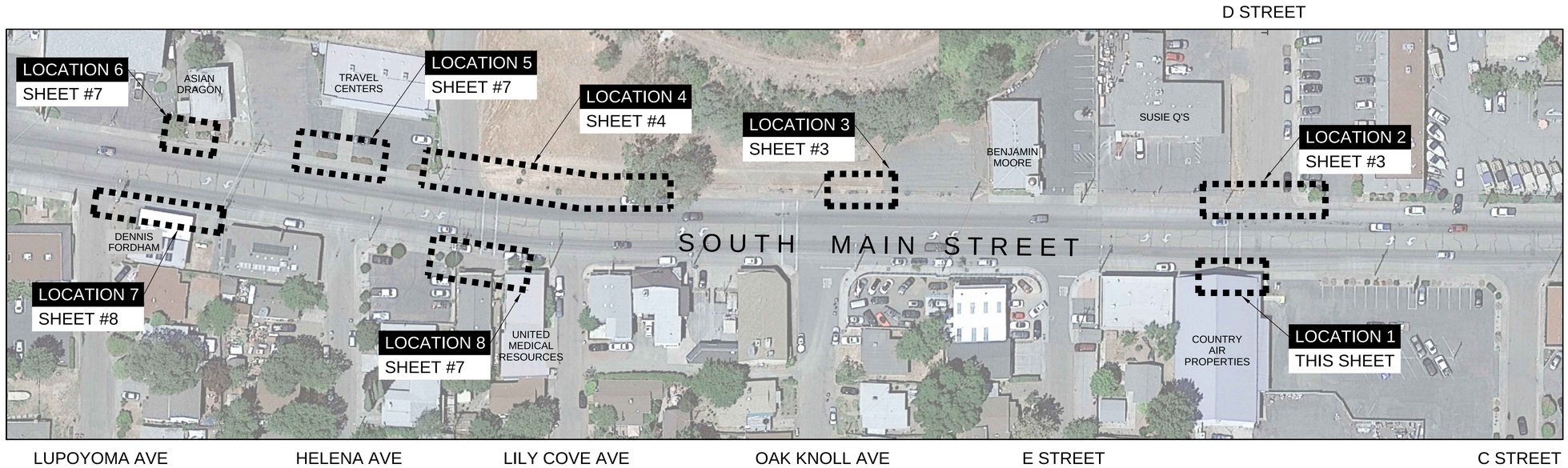
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M. WASDEN

DATE
JANUARY 2024

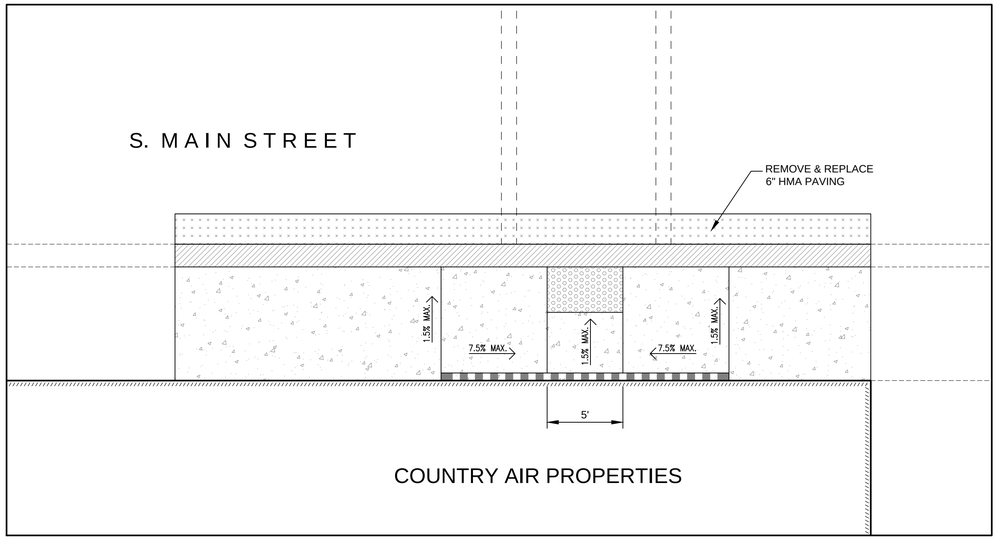
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AS SHOWN

ORIGINAL SIZE
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SHEET NO.
1 of 8



PROJECT SITE PLAN
1"= 50'
NORTH



LOCATION #1
1"= 5'
NORTH

CITY OF LAKEPORT
SOUTH MAIN STREET SIDEWALK PROJECT

PROJECT SITE PLAN / LOCATION #1

PROJECT ENGINEER:
PAUL R. CURREN, P.E.

LICENSE:
C34527

EXPIRATION:
9-30-25

SCALE VERIFICATION
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1" on original

DESIGNER
P. CURREN

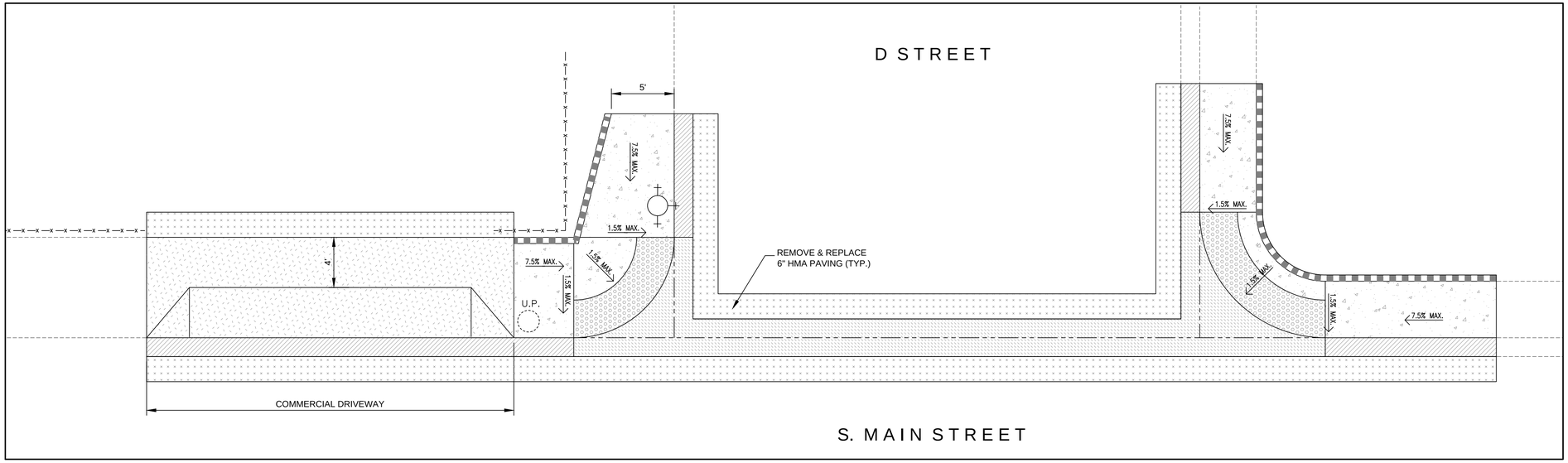
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DATE
JANUARY 2024

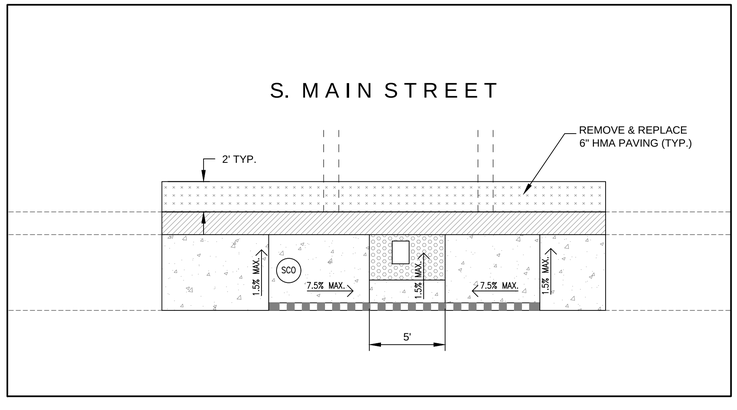
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AS SHOWN

ORIGINAL SIZE
22x34

SHEET NO.
2 of 8



LOCATION #2
1"= 5'
NORTH



LOCATION #3
1"= 5'
NORTH

CITY OF LAKEPORT
SOUTH MAIN STREET SIDEWALK PROJECT

LOCATION #2 & #3

PROJECT ENGINEER:
PAUL R. CURREN, P.E.

LICENSE:
C34527

EXPIRATION:
9-30-25

SCALE VERIFICATION
Bar measures
1" on original

DESIGNER
P. CURREN

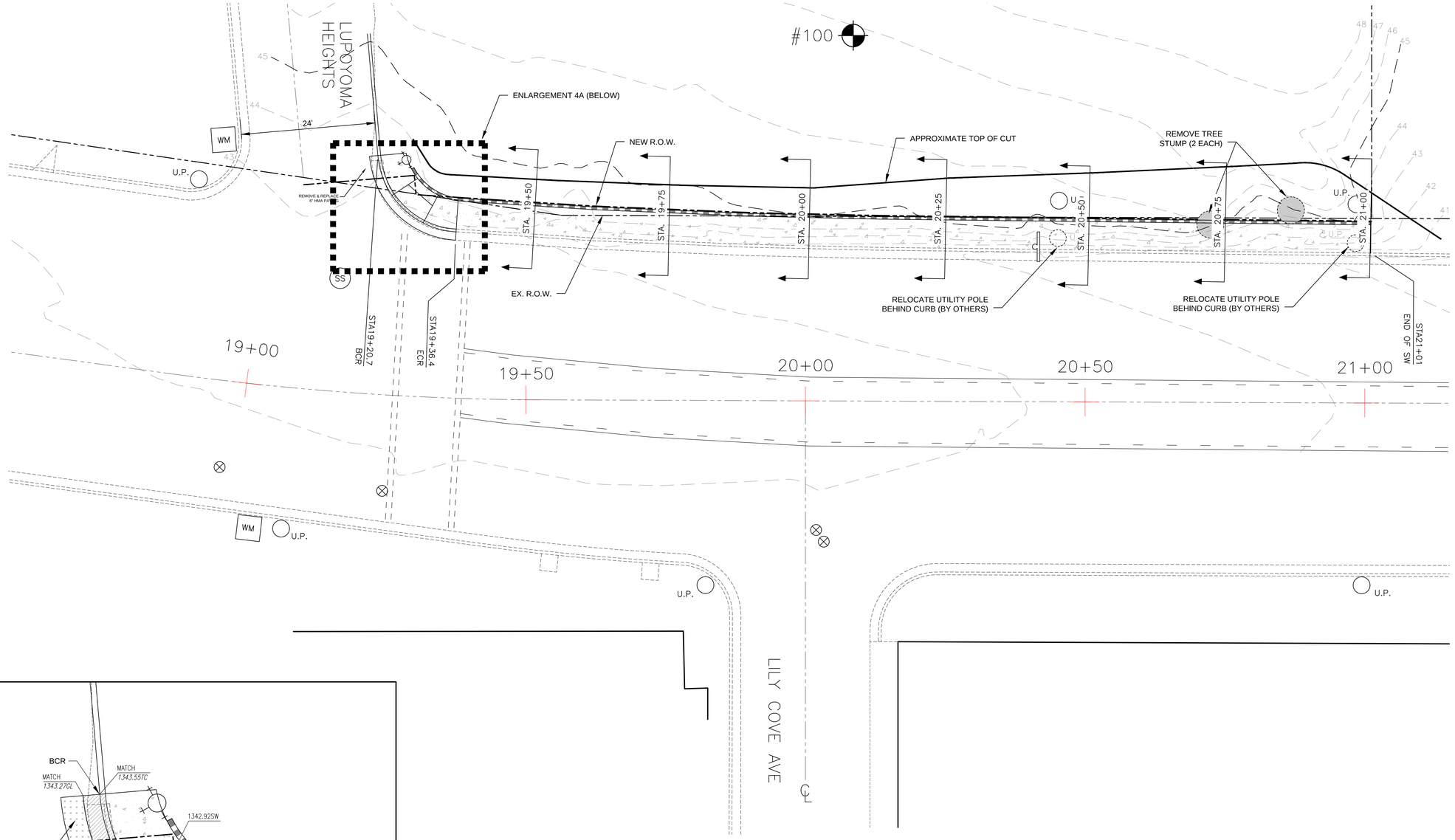
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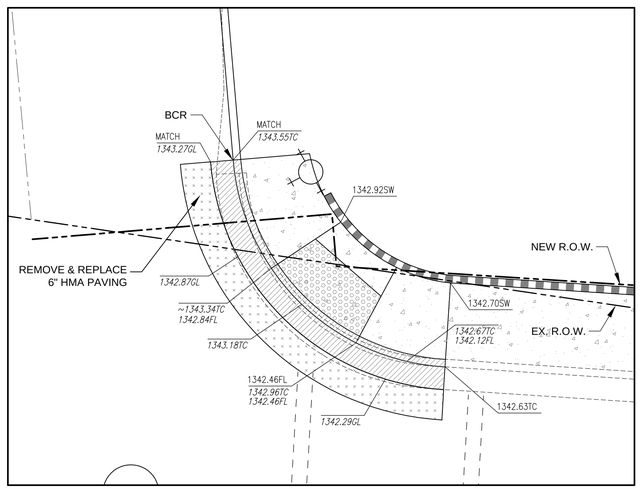
DATE
JANUARY 2024

SCALE
1"= 5'

ORIGINAL SIZE
22x34

SHEET NO.
3 of 8





ENLARGEMENT 4A
1"= 5'
NORTH

CITY OF LAKEPORT
SOUTH MAIN STREET SIDEWALK PROJECT
LOCATION #4 & ENLARGEMENT 4A

PROJECT ENGINEER:
PAUL R. CURREN, P.E.

LICENSE:
C34527

EXPIRATION:
9-30-25

SCALE VERIFICATION
Bar measures 1" on original

DESIGNER
P. CURREN

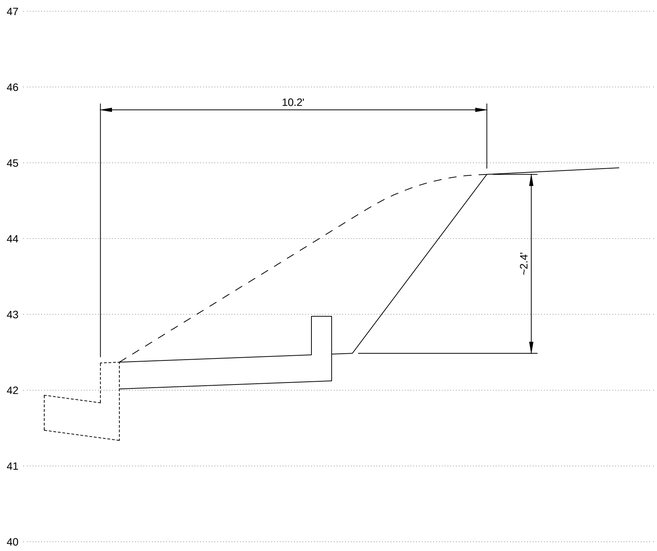
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M. WASDEN

DATE
JANUARY 2024

SCALE
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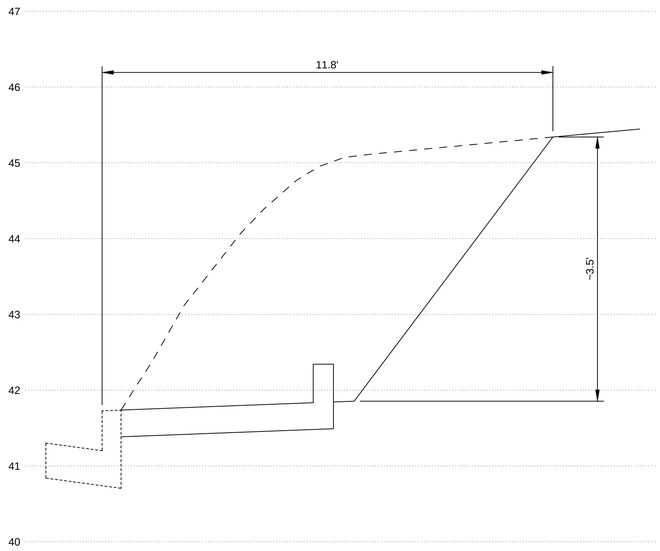
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SHEET NO.
4 of 8



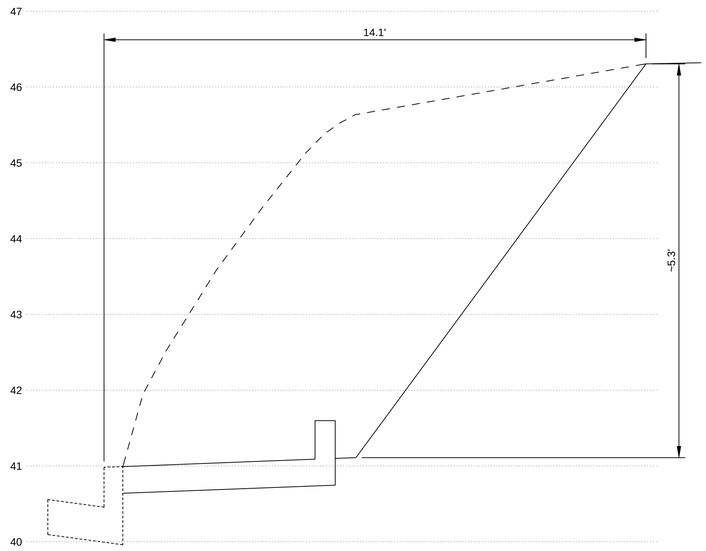
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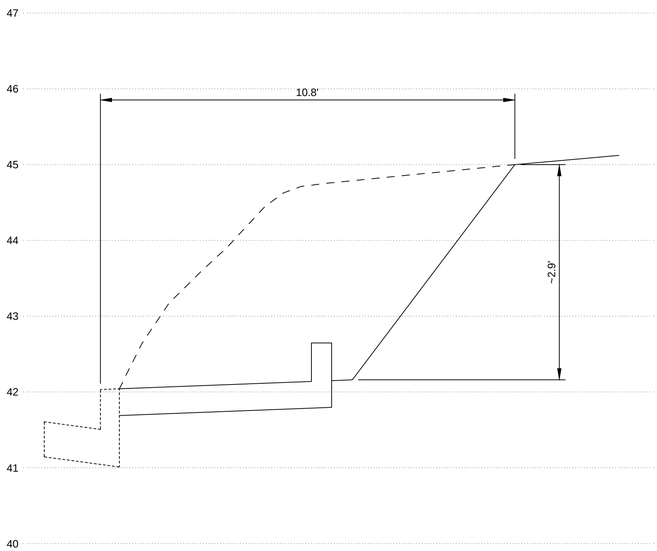
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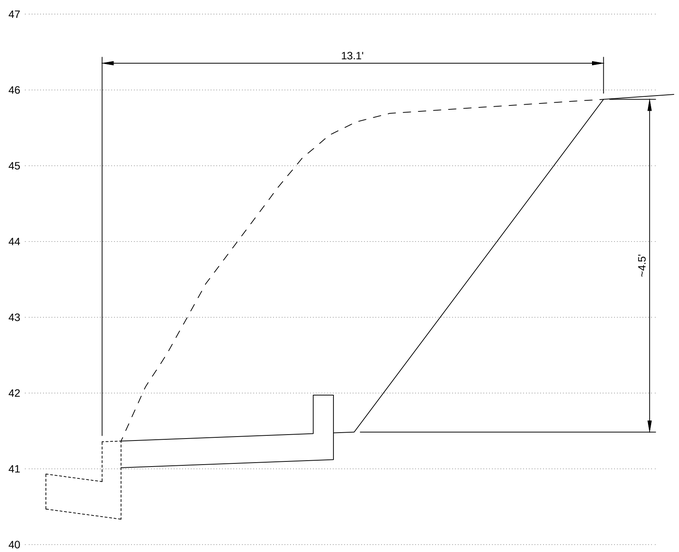
STATION 20+50

H / V: 1"= 1'-0"



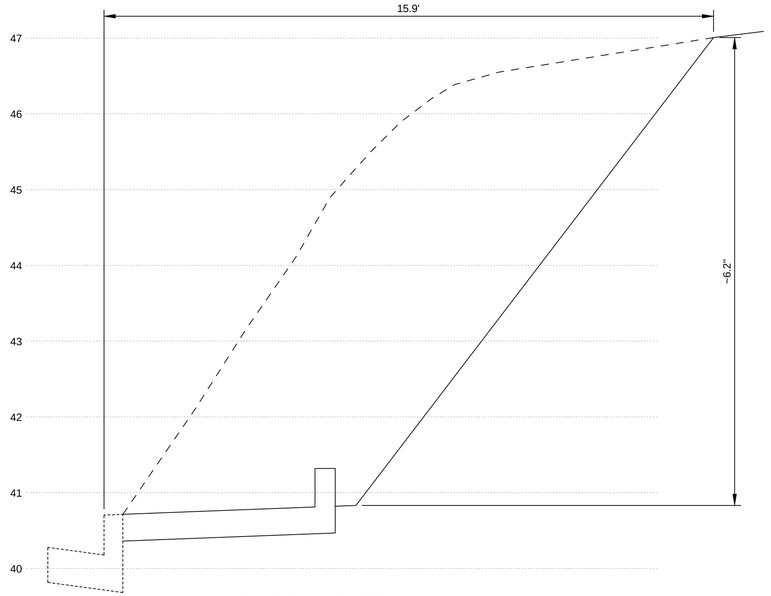
STATION 19+75

H / V: 1"= 1'-0"



STATION 20+25

H / V: 1"= 1'-0"



STATION 20+75

H / V: 1"= 1'-0"

CITY OF LAKEPORT
SOUTH MAIN STREET SIDEWALK PROJECT

CROSS-SECTION DETAILS

PROJECT ENGINEER:
PAUL R. CURREN, P.E.

LICENSE:
C34527

EXPIRATION:
9-30-25

SCALE VERIFICATION

Bar measures
1" on original

DESIGNER
P. CURREN

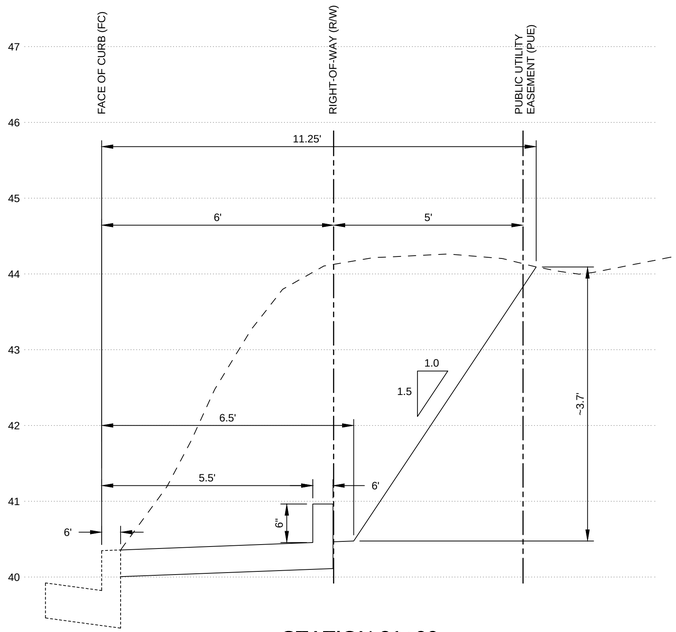
DRAWN
M. WASDEN

DATE
JANUARY 2024

SCALE
AS SHOWN

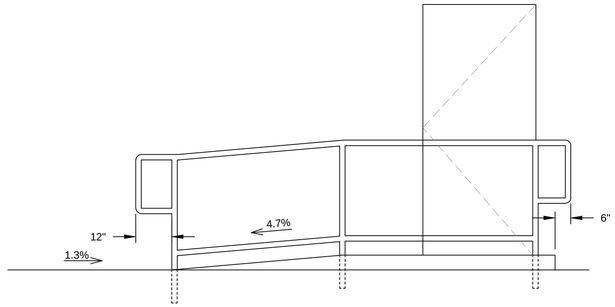
ORIGINAL SIZE
22x34

SHEET NO.
5 of 8



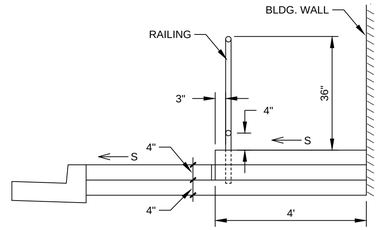
STATION 21+00

H / V: 1"= 1'-0"



RAILING DETAIL

1/2"= 1'



LANDING DETAIL

1/2"= 1'

LOCATION #7 DETAILS

CITY OF LAKEPORT
SOUTH MAIN STREET SIDEWALK PROJECT

CROSS-SECTION DETAILS

PROJECT ENGINEER:
PAUL R. CURREN, P.E.

LICENSE:
C34527

EXPIRATION:
9-30-25

SCALE VERIFICATION

Bar measures
1" on original

DESIGNER
P. CURREN

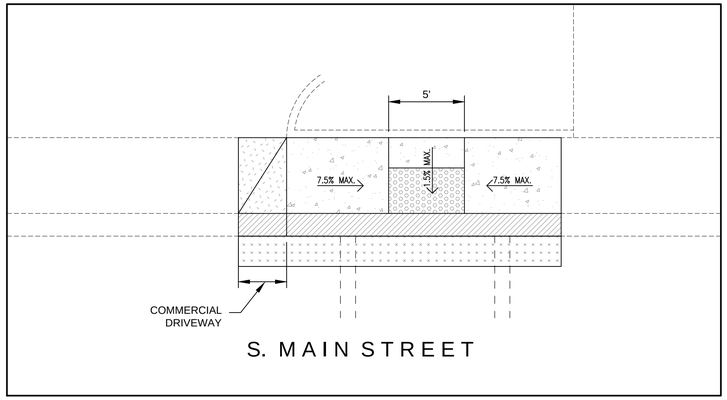
DRAWN
M. WASDEN

DATE
JANUARY 2024

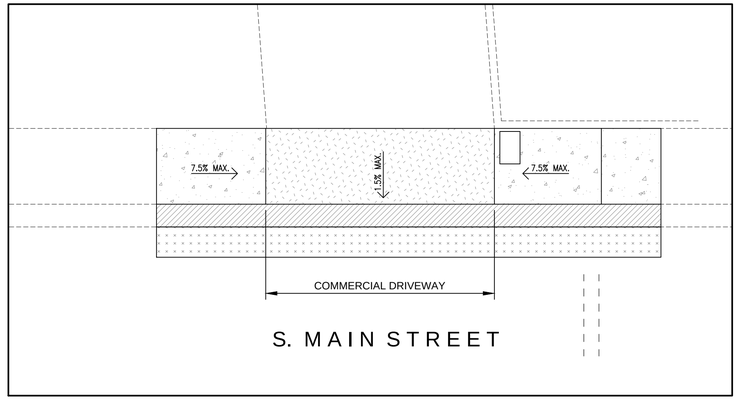
SCALE
AS SHOWN

ORIGINAL SIZE
22x34

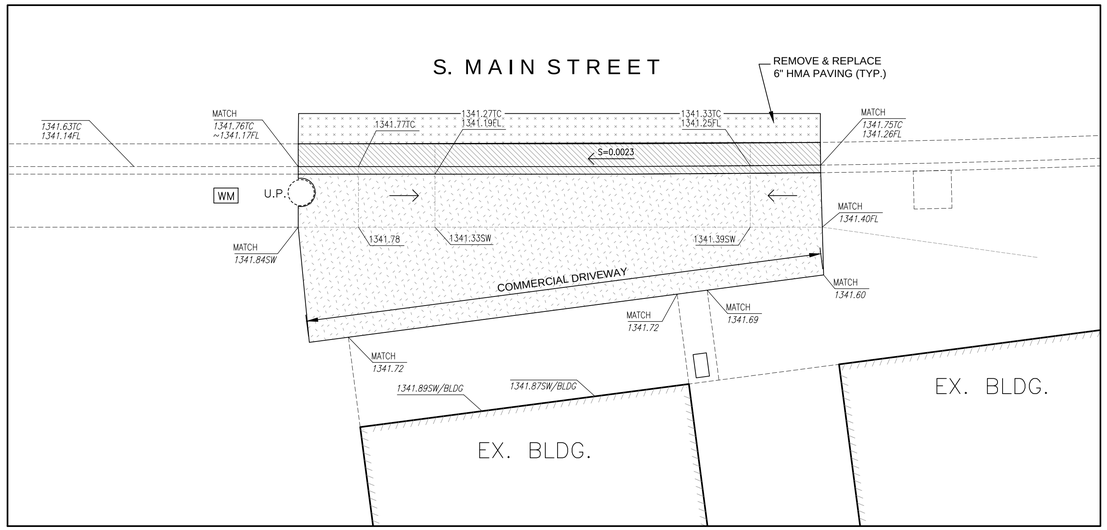
SHEET NO.
6 of 8



LOCATION #5
1"= 5'
NORTH



LOCATION #6
1"= 5'
NORTH



LOCATION #8
1"= 5'
NORTH

LOCATIONS #5, #6 & #8

CITY OF LAKEPORT
SOUTH MAIN STREET SIDEWALK PROJECT

PROJECT ENGINEER:
PAUL R. CURREN, P.E.

LICENSE:
C34527

EXPIRATION:
9-30-25

SCALE VERIFICATION
Bar measures
1" on original

DESIGNER
P. CURREN

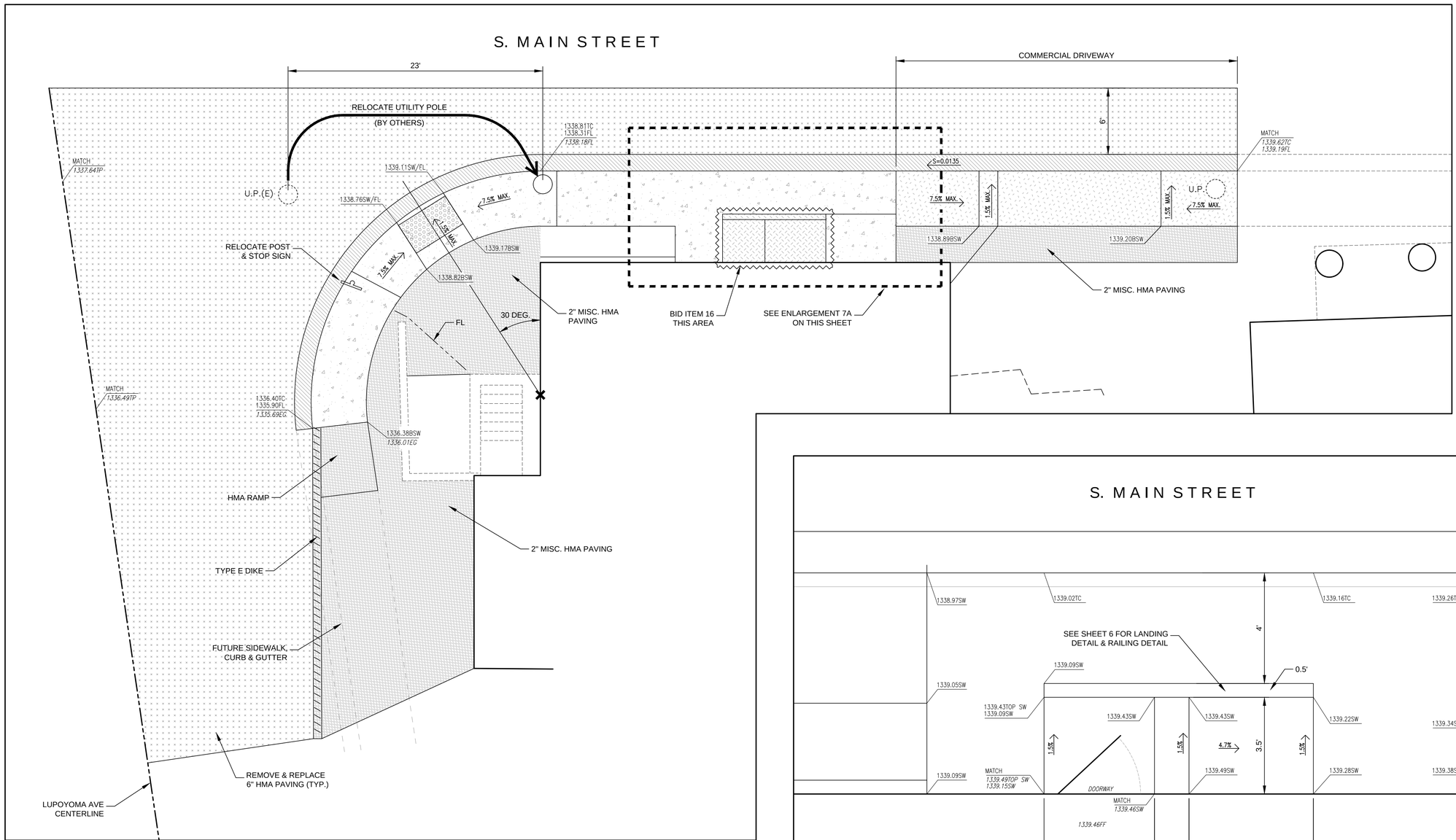
DRAWN
M. WASDEN

DATE
JANUARY 2024

SCALE
1"= 5'

ORIGINAL SIZE
22x34

SHEET NO.
7 of 8



LOCATION #7
1"= 5'
NORTH

ENLARGEMENT 7A
1"= 2'
NORTH

CITY OF LAKEPORT
SOUTH MAIN STREET SIDEWALK PROJECT

LOCATION #7

PROJECT ENGINEER:
PAUL R. CURREN, P.E.
LICENSE:
C34527
EXPIRATION:
9-30-25

SCALE VERIFICATION
Bar measures
1" on original

DESIGNER
P. CURREN
DRAWN
M. WASDEN
DATE
FEBRUARY 2024
SCALE
AS SHOWN
ORIGINAL SIZE
22x34
SHEET NO.
8 of 8

CITY OF LAKEPORT
PUBLIC WORKS DEPARTMENT
LAKEPORT, CALIFORNIA

NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS
For
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN
LAKEPORT, CALIFORNIA

For Information on this Project, Contact
Paul Curren, City Engineer
or
Olivia Grupp, Project Manager
at
(707) 263-5615

Bid Book dated February 2024

I certify that this project was designed by me or under my direction in accordance with generally accepted engineering practices.



_____

Paul R. Curren, R.C.E. #C34527 Date: February 14, 2024
Expires: 9/30/2025

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SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

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NOT USED……...…….C
CONTRACT INFORMATION AND DOCUMENTS…….D
STANDARD SPECIFICATIONS……E
SPECIAL PROVISIONS - 700 SERIES……...F

SECTION A
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

BID BOOK

BIDDERS CHECKLIST
NOTICE INVITING SEALED BIDS
BID PROPOSAL
BID SCHEDULE
BID BOND
BID GUARANTEE
BIDDER INFORMATION
EXPERIENCE STATEMENT
DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS
EQUAL OPPORTUNITY CLAUSE CERTIFICATION
(Contractor or subcontractor name & check "has" or "has not")
DEBARMENT AND SUSPENSION CERTIFICATION
PUBLIC CONTRACT CODE QUESTIONNAIRE
(Check "has" or "has not": check "Yes" or "No" box)
NON-LOBBYING CERTIFICATION
NON-COLLUSION AFFIDAVIT
AUTHORITY TO SIGN BID PROPOSAL (IF APPLICABLE)
POWER OF ATTORNEY (IF REQUIRED)
DISCLOSURE OF LOBBYING ACTIVITIES
STATEMENT REGARDING INSURANCE COVERAGE
WORKERS' COMPENSATION INSURANCE CERTIFICATE
STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

BIDDERS' CHECKLIST

This checklist has been prepared and furnished to aid bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to the following:

		CHECKED
1.	Bid Proposal	_____
2.	Bid Schedule	_____
3.	Bid Bond	_____
4.	Bid Guarantee	_____
5.	Bidder Information	_____
6.	Experience Statement	_____
7.	Designation of Suppliers and Subcontractors	_____
8.	Equal Employment Opportunity Certification	_____
9.	Debarment and Suspension Certification	_____
10.	Public Contract Code Questionnaire (Check “has” or “has not”: check “Yes” or “No” box)	_____
11.	Non-Lobbying Certification	_____
12.	Non-Collusion Affidavit	_____
13.	Authority to Sign Bid Proposal (if applicable)	_____
14.	Power of Attorney (if required)	_____
15.	Disclosure of Lobbying Activities	_____
16.	Statement Regarding Insurance Coverage	_____
17.	Workers’ Compensation Insurance Certificate	_____
18.	Statement Regarding Contractor’s Licensing Laws	_____

NOTICE INVITING SEALED BIDS
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Lakeport as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 225 Park Street, Lakeport, CA 95453 up to the hour of 2:00 p.m., on the 1st day of April, 2024. The bids will be publicly opened and read at 2:00 p.m. on the 1st day of April, 2024, in the Lakeport City Hall Council Chambers. Bids received after the time specified will be returned unopened.

General work description: Project is located at various locations on South Main St. from D Street to Lupoyoma Ave. The work consists of removal of tree stumps, excavation of embankment, removing and replacing concrete curb, gutter, sidewalk, installing ADA compliant curb ramps, HMA placement to conform to new concrete facilities, installation of handrail and all other necessary work to complete the project per the contract plans and special provisions.

Work shall be completed within 45 working days. The estimated cost of the work is $336,000.

Copies of the documents may be viewed for information only at the City of Lakeport website at https://www.cityoflakeport.com/bid_opportunities.php under SOUTH MAIN STREET SIDEWALK PROJECT. Copies of the plans, specifications, and contract documents necessary to submit a bid are available electronically by contacting Linda Sobieraj (lsobieraj@cityoflakeport.com) or Olivia Grupp (ogrupp@cityoflakeport.com) by email. You will be required to provide complete contact information for the Bidder's List which will be posted online with other project information. To submit a bid, you must request plans, specifications and bid forms as indicated herein. Only bids submitted on the official printed documents will be accepted.

There will be a non-mandatory pre-bid meeting held Wednesday, March 13, 2024 at 11:00 am. The meeting will take place at 575 South Main St. (near Location 3 on the Project Plans) in Lakeport, CA.

Questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted in writing prior to 5 PM on March 20, 2024. After this time, the City will not consider these questions as bid questions. All bidder's inquires must be submitted in writing to Olivia Grupp at ogrupp@cityoflakeport.com .

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in envelopes sealed and plainly marked on the outside:

"SEALED BID FOR SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
DO NOT OPEN WITH REGULAR MAIL"

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 2:00 p.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Lakeport; (c) a certified check made payable to the City of Lakeport; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Lakeport. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A or C-8 contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. At the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material shall not be made unless and until the Registrar of Contractors verifies to the Agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5)

CONTRACTORS AND SUBCONTRACTORS ARE ALSO REQUIRED TO BE REGISTERED WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR ANY BID PROPOSAL SUBMITTED ON OR AFTER MARCH 1, 2015, AND FOR ANY CONTRACT FOR PUBLIC WORK ENTERED INTO ON OR AFTER APRIL 1, 2015. A contractor or subcontractor shall not be qualified to bid on, be listed on a bid proposal for, or perform any public work contract unless it is currently registered with the California Department of Industrial Relations as described in Labor Code § 1725.5.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 9550, a payment bond is required to be submitted for all projects estimated in excess of $25,000.00

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract. Accordingly, the proposed project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Web site, http://www.dir.ca.gov/DLSR/PWD, or from the City's Engineering Division. The project is subject to Department of Labor prevailing wages and requires the payment of the highest wage between the DIR and DOL rates. All provisions of the Department of Labor must be followed and other funding requirements as provided in Section A of the bid package and Exhibit A of the Articles of Agreement.

The City of Lakeport reserves the right to reject any and all bids.

The contract shall be awarded based on the lowest responsible bid.

Bid Items and Estimated Quantities
(Not to be Used for Bidding Purposes)
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03

Bid Items

Item	Description	Unit	Quantity
1	Mobilization	LS	--
2	Traffic & Pedestrian Control	LS	--
3	WPCP	LS	--
4	4" R&R Sidewalk	SF	2452
5	R&R Commercial Driveway	SF	783
6	R&R Cross Gutter	SF	217
7	R&R Curb and Gutter	LF	401
8	Truncated Domes	SF	194
9	Curb Behind Sidewalk	LF	273
10	Excavation (F)	CY	165
11	6" Miscellaneous Paving	SF	3437
12	2" Miscellaneous Paving	SF	556
13	Remove Stumps	EA	2
14	HMA Dike (Type E)	LF	28
15	Install Stop Sign and Post	EA	1
16	Ramp, Landing & Handrail	LS	1

ENGINEERING DIVISION

BID PROPOSAL
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

The undersigned, as bidder, declares that he/she has examined all of the contract documents, attachments, exhibits, manuals and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained. The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL**, **BID SCHEDULE**, **BID BOND, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION**, **EXPERIENCE STATEMENT**, **DESIGNATION OF SUPPLIERS & SUBCONTRACTORS**, **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION, DEBARMENT AND SUSPENSION CERTIFICATION, PUBLIC CONTRACT CODE QUESTIONAIRE (SECTION 10232 AND 10285.1 STATEMENTS), NON-LOBBYING CERTIFICATION, NONCOLLUSION AFFIDAVIT**, **AUTHORITY TO SIGN BID PROPOSAL (if applicable), POWER OF ATTORNEY (if required), DISCLOSURE OF LOBBYING ACTIVITIES, STATEMENT REGARDING INSURANCE COVERAGE, WORKERS' COMPENSATION INSURANCE CERTIFICATE, STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS, AND DISADVANTAGED BUSINESS AND SECTION 3 BID REQUIREMENTS.**

Contractor acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.
If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.
We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION**.

NAME OF BIDDER: _____
MAILING ADDRESS:_____
_____
STATE OF INCORPORATION: _____
AUTHORIZED SIGNATURE: _____
TITLE: _____
DATE: _____
(If Company is a corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

BID SCHEDULE
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E–SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER:

_____

CONTRACTOR'S LICENSE NO.:

_____

CONTRACTOR'S DIR REGISTRATION NO.:

_____

CONTRACTOR'S SAM.GOV DUNS/UEI NO.: *Not applicable for this contract*

_____

AUTHORIZED SIGNATURE:

_____

TITLE:_

_____

DATE:

_____

SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

The Contractor shall be responsible for calculating and providing unit prices for the bid schedule. The bid schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

SOUTH MAIN STREET SIDEWALK PROJECT					
BID NO. 24-03					
Bid Schedule					
Item	Description	Unit	Quantity	Unit Price	Extension
1	Mobilization	LS	---		
2	Traffic & Pedestrian Control	LS	---		
3	WPCP	LS	---		
4	4" R&R Sidewalk	SF	2452		
5	R&R Commercial Driveway	SF	783		
6	R&R Cross Gutter	SF	217		
7	R&R Curb and Gutter	LF	401		
8	Truncated Domes	SF	194		
9	Curb Behind Sidewalk	LF	273		
10	Excavation (F)	CY	165		
11	6" Miscellaneous Paving	SF	3437		
12	2" Miscellaneous Paving	SF	556		
13	Remove Stumps	EA	2		
14	HMA Dike (Type E)	LF	28		
15	Install Stop Sign and Post	EA	1		
16	Ramp, Landing & Handrail	LS	1		
	Total				

Bid Schedule Total: $_____

Bid Schedule Total (in words):_____

_____

_____ _____

(Company Name of Bidder) **(Date)**

BID BOND
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS that Bidder _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Lakeport as AGENCY, in the penal sum of _____ dollars ($_____), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this__ day of ....., 2024.

PRINCIPAL* _____
_____

SURETY* _____
_____
_____

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ..... day of....., 2024.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

"Accompanying this proposal is a money order*, certified check*, cashier's check*, cash*, payable to the order of the City of Lakeport in the amount of _____ Dollars ($_____) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Lakeport provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned."

NAME OF BIDDER: .....
MAILING ADDRESS: .....
.....
.....
AUTHORIZED SIGNATURE: .....
TITLE: .....
DATE: .....

(*Delete the inapplicable words)

BIDDER INFORMATION
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

BIDDER certifies that the following information is true and correct:
Name of Bidder:.....
Business Address: .....
Telephone:……..FAX:……
E-mail: .....
Contractor's License No.:……..Date License Issued: ..... ……..
License Expiration Date:.....
The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)
.....
.....
.....
.....
Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)
.....
.....
.....
.....
All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)
.....
.....
.....

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):
Date:.....Entity: .....
Location: .....
Reason:.....
Provide Status and any Supplemental Statement: .....
.....
.....
.....
.....
Has your firm been reinstated by this entity? Yes / No .....

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: ..... Federal / State: .....
If "yes", identify and describe, (including status):.....
.....
.....
.....
Have the penalties been paid? Yes / No:_____

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: ..... Codes / Laws:..... Section / Article:.....

If "yes", identify and describe (including status):.....

.....

.....

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 2024 at _____, California.

Authorized Representative Signature and Title_____

EXPERIENCE STATEMENT
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title:_____ Client:_____
Date: _____ Project Value: _____ Contact: _____ Tel #_____
Description: _____

_____

_____

Subject to Federal Labor Standards: Yes No

Project Title:_____ Client:_____
Date:_____ Project Value: _____ Contact: _____ Tel #_____
Description: _____

_____

_____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

Project Title:_____ Client:_____
Date:_____ Project Value: _____ Contact: _____ Tel #_____
Description: _____

_____

_____

Subject to Federal Labor Standards: Yes No

Project Title:_____ Client:_____
:
Date:_____ Project Value: _____ Contact: _____ Tel #_____
Description: _____

_____

_____

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____,2024 at _____, California.

Authorized Representative Signature and Title _____

DESIGNATION OF SUBCONTRACTORS
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

The following is a list of subcontractors, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work of value in excess of one-half percent of the total bid price or $10,000, whichever is greater. No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency. Note the maximum percentage of work that can be subcontracted specified in 2-3.2 ADDITIONAL RESPONSIBILITY of the Standard Specifications. The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein. Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Subcontractor		**Work Subcontracted**	**Proportion of Work** (% of contract price)
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			

Subcontractor		Work Subcontracted	Proportion of Work (% of contract price)
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			

Subcontractor		Work Subcontracted	Proportion of Work (% of contract price)
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER:_____

AUTHORIZED SIGNATURE: _____

Date:_____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

The bidder's execution on the signature portion of this bid shall also constitute an endorsement and execution of those certifications which are a part of this bid

The **bidder** _____, **proposed subcontractor** _____, hereby certifies that he **has** ___, **has not** ___, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

DEBARMENT AND SUSPENSION CERTIFICATION
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

PUBLIC CONTRACT CODE QUESTIONAIRE
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ___been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-LOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

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

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

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

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

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

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

To the CITY OF LAKEPORT
ENGINEERING DIVISION.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

AUTHORITY TO SIGN BID
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

If the "Signature of Bidder" on the Bid is by an agent, or someone other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid, otherwise, the Bid will be regarded as not properly authorized. This requirement is described in more detail in Section 2, "Proposal Requirements and Conditions", of the Special Provisions.

The bidder who signed the "Signature of Bidder" line of the Bid shall check box A, box B or box C below. If the bidder does not check a box, it will be deemed that he has checked box A.

The bidder certifies that:

A. [ ] The bidder who signed the "Signature of Bidder" line of the Bid has the authority to sign Bid Proposals for the corporation or co-partnership named in the proposal.

B. [ ] The bidder who signed the "Signature of Bidder" line of the Bid is not an officer of a corporation authorized to sign Bid Proposals on behalf of that corporation; or the bidder who signed is not a partner authorized to sign Bid Proposals on behalf of a co-partnership; but the bidder who signed the Bid is an agent of the corporation or partnership and a Power of Attorney authorizing the agent to sign Bid Proposals is already on file with the City of Lakeport Purchasing Department.

C. [ ] The bidder who signed the "Signature of Bidder" line of the Bid is an agent for the corporation or co-partnership named in the Bid, and a Power of Attorney demonstrating that the agent is authorized to sign Bid Proposals for the corporation or co-partnership has been included in the bidder's Bid by stapling it to this sheet.

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year_____ quarter_____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

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

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

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

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

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

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

(attach Continuation Sheet(s) if necessary)

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date:_____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the first tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

STATEMENT REGARDING INSURANCE COVERAGE
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: .....
MAILING ADDRESS: .....
.....
.....
AUTHORIZED SIGNATURE: .....
TITLE: .....
DATE: .....

SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____ _____

(Contractor)

By: _____
(Signature)

_____
(Title)

Attest:
By: _____
(Signature)

_____
(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

[Business & Professions Code § 7028.15]
[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor,** except in any of the following cases:

(1)The person is particularly exempted from this chapter.

(2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.

d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractor's License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION B
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the Agency in writing in accordance with **B1.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Agency may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need, if any, for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

Bidder's attention is called to the provisions set forth in **SECTION E, STANDARD SPECIFICATIONS**, particularly those pertaining to the contract period and liquidated damages for avoidable delays.

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration of working days as stated in the Notice Inviting Sealed Bids. The Contractor shall pay to the Agency the sum of **$1,500.00** per day, for each and every calendar day delay in finishing the work in excess of the number of working days or after the designated completion date as prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency at least ten (10) days before the time announced for opening the proposals. Interpretations by the Agency will be in the form of addenda to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where contract documents

are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be as indicated in the Notice Inviting Bids

B1.05 SOIL INFORMATION

Not applicable.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION A** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, labeled as specified in **SECTION A - NOTICE INVITING SEALED BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition, he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION A**.

The contractor will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the Agency.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION A - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the

Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.
The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.
The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in the **BID SCHEDULE** in **SECTION A** are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.
The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION A**.
Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years experience in the magnitude and character of the work bid.
It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.
To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUBCONTRACTORS** form provided in **SECTION A** the name, address, DIR registration number, and license number of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount

of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors who will perform work in excess of ½% of the total bid, or in the case of streets and highways, ½% or $10,000, whichever is greater.

Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the Agency, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required bonds, evidence of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency's designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

B1.16 POSTPONEMENT OF BID OPENING

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING SEALED BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

B1.18 REJECTION OF PROPOSALS

The Agency reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the Agency; which are accompanied by insufficient or irregular bid security; or which are from bidders who have previously failed to perform properly or to timely complete contracts of any nature.

B1.19 AWARD OF CONTRACT

The Contract will be awarded, if at all, to the lowest responsible and responsive bidder, whose bid proposal is not rejected for cause by the Agency. However, until an award is made, the Agency reserves right will be reserved to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The Agency reserves the right to delay the award of the project for 45 calendar days. After 45 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the Agency shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidence of insurance and to execute the contract set forth herein.

B1.20 RETURN OF PROPOSAL GUARANTEES

Within ten (10) calendar days after the bids are opened, the Agency will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed, after which they will be returned to the respective bidders.

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

It is the intent of the Agency to award a contract to the lowest responsible and responsive bidder and the flexibility shown in the bid schedule is necessary to ensure a project within the Agency's budget limits and constraints.

SECTION C
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

Not Used

SECTION D
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

CONTRACT INFORMATION AND DOCUMENTS

ARTICLES OF AGREEMENT
PAYMENT BOND
FAITHFUL PERFORMANCE BOND
MAINTENANCE BOND

ARTICLES OF AGREEMENT

SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

THIS SOUTH MAIN STREET SIDEWALK PROJECT, BID NO. 24-03, AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this Xth day of Month, 20XX *(Council Action Date Here)*, BY AND BETWEEN the City of Lakeport, a municipal corporation, hereafter designated as "AGENCY", and CONTRACTOR'S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as "CONTRACTOR."
WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents
The contract documents for the SOUTH MAIN STREET SIDEWALK PROJECT, BID NO. 24-03, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work
For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.
AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.
In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY 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 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of [INSERT] Dollars ($_____,) unless specifically approved in advance and in writing by AGENCY
Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY $200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

E. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY $25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

F. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and

specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than $25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

(1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's

Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.
CONTRACTOR shall not be entitled to any refund of attorneys' fees, defense costs and expenses in the event that it is s adjudicated to have been non-negligent.
CONTRACTOR shall not be required to defend or indemnify AGENCY for liabilities caused by the sole active negligence or willful misconduct of the AGENCY.
If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. Any court action arising out of this AGREEMENT shall be filed in the Lake County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Lake.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. To the extent applicable, this AGREEMENT is subject to the provisions of Public Contract Code Section 9204, which mandates certain procedures regarding the resolution of public works claims. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Ron Ladd
CITY OF LAKEPORT
225 Park Street
Lakeport, CA 95453

CONTRACTOR: [INSERT CONTACT]
CONTRACTOR'S BUSINESS NAME
Mailing Address
City, State Zip Code

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. In addition, pursuant to Government Code Section 8546.7, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment under the Agreement.

G. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

H. Not used

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this Xth day of Month, 20XX *(Council Action Date Here)*

CONTRACTOR: Contractor's Business Name

_____
Contractor's Sign Name, Title
Contractor's License No. XXXXXX

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____ _____
City Manager Date
City of Lakeport

ATTESTED: _____ _____
City Clerk of the Date
City of Lakeport

APPROVED AS
TO FORM: _____ _____
City Attorney of the Date
City of Lakeport

(E X E C U T E I N D U P L I C A T E)

PAYMENT BOND
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

WHEREAS, the City of Lakeport, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project;
AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;
NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars ($XXX,XXX.XX) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.
THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.
This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 2024.

Contractor*	Name, Title of Signer	SURETY*…….
	Contractor's Business Name	……..…….
	Mailing Street Address	……..…..
	City, State, Zip Code	……
	Telephone #	……

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.
Subscribed and sworn to this___ day of _____, 2024.
NOTARY PUBLIC..... (SEAL)

(E X E C U T E IN D U P L I C A T E)

FAITHFUL PERFORMANCE BOND
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS That Contractor's Business Name, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and , a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LAKEPORT, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars ($XXX,XXX.XX); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: SOUTH MAIN STREET SIDEWALK PROJECT, BID NO. 24-03 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this…….day of ....., 2024.

Contractor*	Name, Title of Signer	SURETY*…….
	Contractor's Business Name	……..…….
	Mailing Street Address	……..…..
	City, State, Zip Code	……
	Telephone #	……

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this___ day of _____ , 2024.

NOTARY PUBLIC..... (SEAL)

(E X E C U T E IN D U P L I C A T E)

MAINTENANCE BOND
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Lakeport, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project.
AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;
NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars ($XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.
THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.
IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this____ day of ....., 2024.

Contractor*	Name, Title of Signer	SURETY*…….
	Contractor's Business Name	……..…….
	Mailing Street Address	……..…..
	City, State, Zip Code	……
	Telephone #	……

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Powers of Attorney must be attached.
Subscribed and sworn to this ..... day of....., 2024.

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

SECTION E
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

STANDARD SPECIFICATIONS

SECTION E
STANDARD SPECIFICATIONS
SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

Except as noted in section 0-3 below, the provisions of the 2010 Edition of the Caltrans Standard Specifications, with the latest supplements, updates, and amendments, prepared and promulgated by the California Department of Transportation, are adopted as the "Standard Specifications" for the Agency.

0-2 NUMBERING OF SECTIONS

The Special Provisions stated below will be numbered as Sections 700 through 799. Subsections of architectural work may be numbered according to the Construction Specifications Institute ("CSI") format.

0-3 AMENDMENTS AND MODIFICATIONS

Division I "General Provisions" of the Caltrans Standard Specifications is deleted in its entirety and replaced with the following provisions. The remaining provisions of the 2010 Caltrans Standard Specifications, and any updates, supplements or amendments to those remaining provisions will remain in effect unless they conflict with other provisions set forth in this Agreement. In the event of any inconsistencies between the following Standard Specifications and those set forth in the Caltrans Standard Specifications, the following provisions shall control.

1-1 TERMS. Unless otherwise stated, the words *directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory*, or words of like meaning, refer to actions, expressions, and prerogatives of the Engineer.

1-2 DEFINITIONS

Acceptance – The AGENCY's formal written acceptance of a project that has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

Addendum – Written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the bidding or Contract Documents. The term Addendum shall include bulletins and all other types of written notices issued to potential bidders prior to opening of Bids.

AGENCY – The City of Lakeport.

Agent – Shall include persons and companies, other than the CONTRACTOR, retained by the City to perform design and construction services in relation to the Work.

Agreement – See Contract.

Base – A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

Bid – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work.

Bidder – Any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Board – The officer or body constituting the awarding authority of the AGENCY. The City Council.

Bond – Bid, performance, and payment bond or other instrument of security.

Cash Contract – A Contract financed by means other than special assessments.
Change Order – A written order to the CONTRACTOR signed by the AGENCY directing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract time issued after the effective date of the Contract. A Change Order may or may not also be signed by the CONTRACTOR.
City – The City of Lakeport, California, as the AGENCY and Owner.
City Council – City Council of the City of Lakeport, California.
Code – The terms *Government Code, Labor Code*, etc., refer to codes of the State of California.
Construction Manager – Persons and/or company retained by the City to perform construction management services.
Contract – The written agreement between the AGENCY and the CONTRACTOR covering the Work.
Contract Documents – Including, but not limited to: the Contract, any Addendum (which pertain to the contract documents), Notice Inviting Bids, Instructions to Bidders; Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Bonds, the general conditions, permits from other agencies, the Special Provisions, the Plans, Standard Plans, Standard Specifications, Reference Specifications, and all Modifications issued after the execution of the Contract.
CONTRACTOR – The individual, partnership, corporation, joint venture, or other legal entity having a Contract with the AGENCY to perform the Work. In the case of work being done under permit issues by the AGENCY, the permittee shall be construed to be the CONTRACTOR. The term "prime CONTRACTOR" shall mean CONTRACTOR.
Contract Price – The total amount of money for which the Contract is awarded.
Contract Unit Price – The amount stated in the Bid for a single unit of an item of work.
County Sealer – The Sealer of Weights and Measures of the county in which the Contract is let.
Days – Days shall mean consecutive calendar's days unless otherwise specified.
Design Engineer – Persons and/or company retained by the City to perform engineering design services.
Due Notice – A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.
Electrolier – Street light assembly complete, including foundation, standard, luminaire arm, luminaire, etc.
Engineer – The City Engineer of the City of Lakeport, or his/her authorized representative.
Geotechnical Engineer – Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California and retained by the AGENCY during construction.
Geotextile – Synthetic fiber used in civil engineering applications, serving the primary functions of separation and filtration.
House Connection Sewer – A sewer, within a public street or right-of-way, proposed to connect any parcel, lot or part of a lot with a mainline sewer.
House Sewer – A sewer, wholly within private property, proposed to connect any building to a house connection sewer.
Luminaire – The lamp housing including the optical and socket assembles (and ballast if so specified).
Luminaire Arm – The structural member, bracket, or mast arm, which, mounted on the standard, supports the luminaire.
Modification – Includes Change Orders and Supplemental Agreements. A Modification may only be issued after the effective date of the Contract.

Notice of Award – The written notice by the AGENCY to the successful Bidder stating that upon compliance by it with the required conditions, the AGENCY will execute the Contract.
Notice to Proceed – A written notice given by the AGENCY to the CONTRACTOR fixing the date on which the Contract time will start.
Person – Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.
Plans – The drawings, profiles, cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions, or details of the Work.
Private Contract – Work subject to AGENCY inspection, control, and approval, involving private funds, not administered by the AGENCY.
Prompt – The briefest interval of time required for a considered reply, including time required for approval by a governing body.
Proposal – See Bid.
Reference Specifications – Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date.
Roadway – The portion of a street reserved for vehicular use.
Service Connection – Service connections are all or any portion of the conduit, cable, or duct, including meter, between a utility distribution line and an individual consumer.
Sewer – Any conduit intended for the reception and transfer of sewage and fluid industrial waste.
Special Provisions – Additions and revisions to the Standard Specifications setting for the conditions and requirements peculiar to the Work.
Specifications – Standard Specifications, Reference Specifications, Special Provisions, and specifications in Supplemental Agreements between the CONTRACTOR and the Board.
Standard – The shaft or pole used to support street lighting luminaire, traffic signal heads, mast arms, etc.
State Standard Specifications ("SSS") – Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.
State Standard Plans ("SSP") – Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.
State – State of California.
Storm Drain – Any conduit and appurtenances intended for the reception and transfer of storm water.
Street – Any road, highway, parkway, freeway, alley, walk, or way.
Subbase – A layer of specified materials of planned thickness between a base and the subgrade.
Subcontractor – An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work.
Subgrade – For roadways, that portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of other materials is placed. For structures, the soil prepared to support a structure.
Supervision – Supervision, where used to indicate supervision by the Engineer, shall mean the performance of obligations, and the exercise of rights, specifically imposed upon and granted to the AGENCY in becoming a party to the Contract. Except as specifically stated herein, supervision by the AGENCY shall not mean active and direct superintendence of details of the Work.
Supplemental Agreement – A written amendment of the Contract Documents signed by both parties.

Surety – Any individual, firm, or corporation, bound with and for the CONTRACTOR for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred.

Tonne – Also referred to as "metric ton" — Represents a unit of measure in the International System of Units equal to 1,000 kilograms.

Utility – Tracks, overhead or underground wires, pipeline, conduits, ducts, or structures, sewers, or storm drains owned, operated, or maintained in or across a public right of way or private easement.

Work – That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, and services.

Working Days – Any days, except: (1) Saturdays, Sundays, legal holidays on which Lakeport City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the CONTRACTOR, and provided in Subsections 6-3 and 6-3.1; and (3) days determined to be non-working in accordance with Section 6-7 "Time of Completion"

1-3 ABBREVIATIONS

1-3.1 Common Usage Terms. These Standard Specifications incorporate by reference the list of common usage terms in the edition of the "Standard Plans for Public Works Construction" with the following additions:

ARAM Asphalt Rubber Aggregate Membrane

ARHM Asphalt Rubber Hot Mix

1-3.3 Institutions. These Standard Specifications incorporate by reference the list of commonly used institution terms in the edition of the "Standard Plans for Public Works Construction" (aka the Greenbook) with the following additions:

ACI	American Concrete Institute
AGCA	Associated General CONTRACTORs of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation.
SSPWC	Standard Specifications for Public Works Construction
NEMA	National Electrical Manufacturers Association

1-4 UNITS OF MEASURE

1-4.1 General. U.S. Standard Measures, also called U.S. Customary System, are the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents. The International System of Units, also referred to as SI or the metric system, may be included in parenthesis. SI units and U.S. Standard Measures in parenthesis may or may not be exactly equivalent. Certain materials specifications and test requirements contained herein use SI units specifically and conversions to U.S. Standard Measures have not been included in these circumstances.

Reference is also made to ASTM E 380 for definitions of various units of the SI system and a more extensive set of conversion factors.

1-4.2 Units of Measure and Their Abbreviations.

U.S. Customary Unit (Abbreviations)	**Equal To**	**SI Unit (Abbreviations)**
1 mil (= 0.0001 in)	.....	25.4 micrometer (μm)
1 inch (in)	.....	25.4 millimeter (mm)
1 inch (in)	.....	2.54 centimeter (cm)
1 foot (ft)	.....	0.3048 meter (m)
1 yard (yd)	.....	0.9144 meter (m)
1 mile (mi)	.....	1.6093 kilometer (km)
1 square foot (ft^2)	.....	0.0929 square meter (m^2)
1 square yard (yd^2)	.....	0.8361 square meter (m^2)
1 cubic foot (ft^3)	.....	0.0283 cubic meter (m^3)
1 cubic yard (yd^3)	.....	0.7646 cubic meter (m^3)
1 acre	.....	0.4047 hectare (ha)
1 U.S. gallon (gal)	.....	3.7854 Liter (L)
1 fluid ounce (fl. oz.)	.....	29.5735 milliliter (mL)
1 pound mass (lb) (avoirdupois)	.....	0.4536 kilogram (kg)
1 ounce mass (oz)	.....	0.02835 kilogram (kg)
1 Ton (= 2000 lb avoirdupois)	.....	.09072 Tonne (= 907 kg)
1 Poise	.....	0.1 pascal · second (Pa · s)
1 centistoke (cs)	.....	1 square millimeters per second (mm^2/s)
1 pound force (lbf)	.....	4.4482 Newton (N)
1 pounds per square inch (psi)	.....	6.8948 Kilopascal (kPa)
1 pound force per foot (lbf/ft)	.....	1.4594 Newton per meter (N/m)
1 foot-pound force (ft-lbf)	.....	1.3558 Joules (J)
1 foot-pound force per second ([ft-lbf]/s)	.....	1.3558 Watt (W)
1 part per million (ppm)		1 milligram /liter (mg/L)

Temperature Units and Abbreviations

Degree Fahrenheit (˚F): $˚F = (1.8 \times ˚C) + 32$

Degree Celsius (˚C): $˚C = (˚F - 32) / 1.8$

SI Units (abbreviation) Commonly Used in Both Systems

1 Ampere (A)
1 Volt (V)
1 Candela (cd)
1 Lumen (lm)
1 second (s)

Common Metric Prefixes

kilo (k)	10^{3}
centi (c)	10^{-2}
milli (m)	10^{-3}
micro (μ)	10^{-6}
nano (n)	10^{-9}
pico (p)	10^{-12}

1-5 SYMBOLS

Δ	Delta, the central angle or angle between tangents
∠	Angle
%	Percent
′	Feet or minutes
″	Inches or seconds
#	Number
/	per or (between words)
°	Degree
PL	Property line
CL	Centerline
SL	Survey line or station line

SECTION 2 – SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT. Award and execution of Contract will be as provided for in the Specifications, Instructions to Bidders, or Notice Advertising for Bids. The City reserves the right to reject any or all proposals.

2-1.1 Investigation Of Site Conditions. Prior to submittal of the bid, Bidders must visit the site of work and complete their own investigations to satisfy themselves as to the existing conditions affecting the work to be done under these specifications. If the bidder chooses not to visit the site or conduct investigations, he will, nevertheless, be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

After the project is awarded, the CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information available to the CONTRACTOR and furnished by the Owner and shall immediately notify the Engineer of errors, inconsistencies or omissions discovered. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, the CONTRACTOR shall assume appropriate responsibility for such performance and may assume responsibility for the full costs for correction.

The CONTRACTOR shall make field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Engineer immediately.

When existing conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, the CONTRACTOR shall move to other areas of work until such determinations are made at no cost to the City. No additional compensation will be allowed by reason of such temporary suspension of work, or modifications to work, except as noted in Section 3 of these Standard Specifications ("Changes in Work") for specific items of work not included in the bid. Appropriate extension of item for completion may be allowed where justification in the opinion of the Engineer.

2-1.2 Award of Contract. The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the AGENCY's attorney within the time provided herein shall be cause, at the AGENCY's option, for the annulment of the award and forfeiture of the bid security. In such event, the AGENCY may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the AGENCY's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the AGENCY and the concerned Bidder.

The AGENCY reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the CONTRACTOR shall execute and return the following contract documents to the AGENCY:

Contract Agreement (in duplicate)
Faithful Performance Bond (in duplicate)
Maintenance Bond (in duplicate)
Payment Bond (in duplicate)
Public Liability and Property Damage Insurance Certificate (two original)
Additionally Insured Endorsement
Workers' Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-2 ASSIGNMENT. No Contract or portion thereof may be assigned without consent of the City, except that the CONTRACTOR may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the Extent permitted by law. Any assignment of money shall be subject to all property withholdings in favor of the AGENCY and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the AGENCY for completion of the Work, should the CONTRACTOR be in default.

2-3 SUBCONTRACTS.

2-3.1 General. Each Bidder shall comply with the Public Contract Code including Sections 4100 through 4113. The following excerpts or summaries of some of the requirements of this Chapter are included below for information:

The Bidder shall set forth in the Bid, as provided in 4104:

"(a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime CONTRACTOR in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime CONTRACTOR, specially fabricates and installs a portion of the work or improvement

according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime CONTRACTOR's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime CONTRACTOR's total bid or ten thousand dollars ($10,000), whichever is greater."

"(b) The portion of the work which will be done by each such subcontractor under this act. The prime CONTRACTOR shall list only one subcontractor for each such portion as is defined by the prime CONTRACTOR in his bid."

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

The CONTRACTOR must obtain written consent of the City to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the CONTRACTOR a penalty of not more than ten (10) percent of the subcontract involved.

If subcontracted work is not being performed in a satisfactory manner, the City will notify the CONTRACTOR of the need to take corrective action and the Engineer may report the facts to the City's Public Works Director. Upon order by City's Public Works Director and the CONTRACTOR's receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

2-3.2 Additional Responsibility. The CONTRACTOR shall give personal attention to the fulfillment of the Contract and shall keep the Work under its control.

The CONTRACTOR shall perform, with its own organization, Contract work amounting to at least thirty (30) percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the CONTRACTOR with its own organization. "Specialty Items" will be identified by the AGENCY in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the CONTRACTOR, and subject to approval by the Engineer.

Before the work of any Subcontractor is started, the CONTRACTOR shall submit to the Engineer for approval a written statement showing the work to be subcontracted giving the name and business of each Subcontractor and description and value of each portion of the work to be so subcontracted.

2-3.3 Status of Subcontractors. All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the CONTRACTOR. The CONTRACTOR will be held responsible for their work. The AGENCY will deal directly and solely with the CONTRACTOR and make all payments to the CONTRACTOR.

2-4 CONTRACT BONDS.

Before execution of the Contract, the Bidder shall file surety bonds with the AGENCY to be approved by the City in the amounts and for the purposes noted below. Bond issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the AGENCY. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Materials and Labor Bond) shall be for not less than 100 percent of the Contract Price, to satisfy claims of materials suppliers and mechanics and laborers employed by it on the Work, The bond shall be maintained by the CONTRACTOR in full force and effect until the Work is accepted by the AGENCY and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The "Performance Bond" shall be for 100 percent of the Contract Price to guaranty faithful performance of all work, within the time prescribed, in manner satisfactory to the AGENCY, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of all warranty periods set forth in the Contract.

Should any bond become insufficient, the CONTRACTOR shall renew the bond within 10 days after receiving notice from the AGENCY.

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

Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the CONTRACTOR or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

The PAYMENT BOND shall remain in force until thirty-five (35) calendar days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General. The CONTRACTOR shall keep at the Work site a copy of the Plans and Specifications, to which the Engineer shall have access at all times.

The Plans, Specifications, and other Contract Documents shall govern the Work. The Contract Documents are intended to be complementary and cooperative. Anything specified in the Specifications and not shown on the Plans, or shown on the Plans and not specified in the Specifications, shall be as though shown on or specified in both.

The Plans shall be supplemented by such working drawings and shop drawings are necessary to adequately control the Work.

The CONTRACTOR shall ascertain the existence of any conditions affecting the cost of the Work through a reasonable examination of the Work site prior to submitting the Bid.

Existing improvements visible at the Work site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed and disposed of by the CONTRACTOR.

The CONTRACTOR shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. CONTRACTOR shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, CONTRACTOR shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes "the Project was constructed in conformance with the Contract Documents." Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the CONTRACTOR shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

2-5.1.1 Records Of Construction Changes/As-Builts. CONTRACTOR shall maintain a complete and accurate record of all changes of construction from that shown in these Plans and Specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the City Engineer.

Upon completion of the Project, CONTRACTOR shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes that Project was constructed in conformance with the Contract Documents.

Caution: The engineer preparing these Plans will not be responsible for, or liable for, unauthorized changes to or uses of these Plans. All changes to the Plans must be approved in writing by City Engineer.

2-5.2 Precedence of Contract Documents. If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows:

1) Permits issued by jurisdictional regulatory agencies.
2) Change Orders and/or Supplemental Agreements; whichever occurs last.
3) Contract/Agreement
4) Addenda.
5) Bid/Proposal.
6) Special Provisions.
7) Plans.
8) Standard Plans.
9) Standard Specifications.
10) Reference Specifications.

Detail drawings take precedence over general drawings.

2-5.3 Submittals.

2-5.3.1 General. Submittals shall be provided, at the CONTRACTOR's expense, as required in 2-5.3.2, 2-5.3.3 and 2-5.3.4, when required by the Plans or Special Provisions, or when requested by the Engineer.

Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed, before the required submittals have been reviewed and accepted by the Engineer. Neither review nor acceptance of submittals by the Engineer shall relieve the CONTRACTOR from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The CONTRACTOR shall be responsible for the correctness of the submittals.

The CONTRACTOR shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

2-5.3.2 Working Drawings. Working drawings are drawings showing details not shown on the Plans which are required to be designed by the CONTRACTOR. Working drawings shall be of a size and scale to clearly show all necessary details.

Six copies and one reproducible shall be submitted. If no revisions are required, three of the copies will be returned to the CONTRACTOR. If revisions are required, the Engineer will return one copy along with the reproducible for resubmission. Upon acceptance, the Engineer will return two of the copies to the CONTRACTOR and retain the remaining copies and the reproducible.

Working drawings are required in the following subsections:

No working drawings anticipated.

Working drawings listed above as Items [insert #'s] shall be prepared by a Civil or Structural Engineer registered by the State of California.

2-5.3.3 Shop Drawings. Shop drawings are drawings showing details of manufactured or assembled products proposed to be incorporated into the Work. Shop drawings required shall be as specified in the Special Provisions.

2-5.3.4 Supporting Information. Supporting information is information required by the Specifications for the purposes of administration of the Contract, analysis for verifications of conformance with the Specifications, the operation and maintenance of a manufactured product or system to be constructed as part of the Work, and other information as may be required by the Engineer. Six copies of the supporting information shall be submitted to the Engineer prior to the start of the Work unless otherwise specified in the Special Provisions or directed by the Engineer. Supporting information for systems shall be bound together and include all manufactured items for the system. If resubmittal is not required, three copies will be returned to the CONTRACTOR. Supporting information shall consist of the following and is required unless otherwise specified in the Special Provisions:

1) List of Subcontractors per 2-3.2.
2) List of Materials per 4-1.4.
3) Certifications per 4-1.5.
4) Construction Schedule per 6-1.
5) Confined Space Entry Program per 7-10.4.4.
6) Concrete mix designs per 201-1.1
7) Asphalt concrete mix designs per 203-6.1.
8) Data, including, but not limited to, catalog sheets, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, and other information necessary to describe a system, product or item. This information is required for irrigation systems, street lighting systems, and traffic signals, and may also be required for any product, manufactured item, or system.

2-6 WORK TO BE DONE. The CONTRACTOR shall perform all work necessary to complete the Contract in a satisfactory manner. Unless otherwise provided, the CONTRACTOR shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work.

Any plan or method of work suggested by the AGENCY or the Engineer to the CONTRACTOR but not specified or required, if adopted or followed by the CONTRACTOR in whole or in part, shall be used at the risk and responsibility of the CONTRACTOR; and the AGENCY and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

2-7 SUBSURFACE DATA. All soil and test hole data, water table elevations, and soil analyses shown on the drawings or included in the Specifications apply only at the location of the test holes and to the depths indicated. Soil test reports for test holes which have been drilled are available for inspection at the office of the Engineer. Any additional subsurface exploration shall be done by Bidder or the CONTRACTOR at their own expenses.

2-8 RIGHT-OF-WAY. Rights-of-way, easements, or rights-of-entry for the Work will be provided by the AGENCY. Unless otherwise provided, the CONTRACTOR shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The CONTRACTOR shall indemnify and hold the AGENCY harmless from all claims for damages caused by such actions.

When the CONTRACTOR arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the AGENCY with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-9 SURVEYING. The CONTRACTOR will provide all necessary construction surveying, staking or markings for locating the limits of construction and shall comply with the provisions of 2-9 of these Standard Specifications. The CONTRACTOR shall bear all costs for restaking or marking.

Construction surveys shall be done only under the direction of the Engineer by a Registered (licensed) Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. The AGENCY will provide available record map information. The CONTRACTOR is responsible for obtaining all necessary record maps, centerline ties and survey notes from Lake County.

The CONTRACTOR and his surveyor shall provide the Engineer with a copy of the constructing staking field notes used to construct the improvements. In addition the CONTRACTOR shall also prove a plot of the improvements to be constructed based on the surveyor's construction staking and markings prior to the installation of the improvements. The plot shall be the same scale as the improvement plans.

2-9.1 Permanent Survey Markers. The CONTRACTOR shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and bench marks.

The CONTRACTOR shall protect existing survey monuments, if any exist within the work limits, during the entire project. Asphalt overlaying of existing survey monuments in the roadway will not be permitted. In the event a surveyed monument lies within an area to be cold planed, removed or reconstructed, the CONTRACTOR shall immediately notify the AGENCY's representative and protect said monument until the monument is relocated.

The CONTRACTOR shall reestablish destroyed survey monuments at the CONTRACTOR's expense.

The Engineer, or the owner at its cost, shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The CONTRACTOR shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer or the owner on Private Contracts. The CONTRACTOR shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by a Registered (licensed) Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the CONTRACTOR shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified.

2-9.2 Survey Service. The Engineer will oversee surveying adequate for construction. The CONTRACTOR shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the CONTRACTOR at his expense.

The CONTRACTOR shall notify the Engineer in writing at least 2 working days before survey services take place for the laying out of any portion of the Work. The CONTRACTOR shall dig all holes necessary for line and grade stakes.

Unless otherwise specified, stakes will be set and stationed by the CONTRACTOR for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

2-9.3 Line and Grade. The CONTRACTOR shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the CONTRACTOR shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

All work shall conform to the lines, elevations, and grades shown on the Plans.

Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the CONTRACTOR shall be responsible for any error in the grade of the finished work.

Grades for underground conduits will be set at the surface of the ground. The CONTRACTOR shall transfer them to the bottom of the trench.

2-10 AUTHORITY OF PUBLIC WORKS DIRECTOR AND ENGINEER. The Public Works Director has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Plans and Specifications. The CONTRACTOR shall promptly comply with instructions from the Engineer or an authorized representative.

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of materials, equipment, or work; execution, progress or sequence of work; and interpretation of the Plans, Specifications, or other drawings. This shall be precedent to any payment under the Contract, unless otherwise ordered by the City Council.

2-11 INSPECTION. The Work is subject to inspection and approval by the Engineer. The CONTRACTOR shall notify the Engineer before noon of the working day before inspection is required. Work shall be done only in the presence of the Engineer, unless otherwise authorized. Any work done without proper inspection will be subject to rejection. The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the project site. The CONTRACTOR shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with these specifications. Inspection of the Work shall not relieve the CONTRACTOR of the obligation to fulfill all conditions of the Contract.

The AGENCY shall inspect for compliance with requirements for 8-hour days and 40-hour weeks on normal working days. The CONTRACTOR shall reimburse the AGENCY, at rates established by the AGENCY, for any additional inspection, including inspection on legal holidays.

SECTION 3 – CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

3-1.1 General. Changes in the Plans and Specifications, requested in writing by the CONTRACTOR, which do not materially affect the Work and which are not detrimental to the Work or to the interests

of the AGENCY, may be granted by the Engineer. Nothing herein shall be construed as granting a right to the CONTRACTOR to demand acceptance of such changes.

3-1.2 Payment for Changes Requested by the CONTRACTOR. If such changes are granted, they shall be made at a reduction in cost or no additional cost to the AGENCY.

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.1 General. The AGENCY may change the Plans, Specifications, character of the work, or quantity of work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the CONTRACTOR and AGENCY, unless both parties agree to proceed with the change by Change Order.

Change Orders shall be in writing and state the dollar value of the change or establish the method of payment, any adjustment in the Contract time of completion, and when negotiated prices are involved, shall provide for the CONTRACTOR's signature indicating acceptance.

3-2.2 Contract Unit Prices.

3-2.2.1 General. If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the work from that shown on the Plans or specified in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

If the actual quantity of an item of work covered by Contract Unit Price and constructed in conformance with the Plans and Specifications varies from the Bid quantity by 25 percent or less, payment will be made at the Contract Unit Price. If the actual quantity of said item of work varies from the Bid quantity by more than 25 percent, payment will be made per 3-2.2.2 or 3-2.2.3 as appropriate.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per 3-2.4.

3-2.2.2 Increases of More than 25 Percent. Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than 25 percent, payment for the quantity in excess of 125 percent of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the CONTRACTOR and the AGENCY, or at the option of the Engineer, on the basis of Extra Work per 3.3.

The Extra Work per 3-3, basis of payment, shall not include fixed costs. Fixed costs shall be deemed to have been recovered by the CONTRACTOR through payment for 125 percent of the Bid quantity at the Contract Unit Price.

3-2.2.3 Decreases of More Than 25 Percent. Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than 75 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the CONTRACTOR. If the CONTRACTOR so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to

by the CONTRACTOR and the AGENCY, or at the option of the Engineer, on the basis of Extra Work per 3.3; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for 75 percent of the Bid quantity at the Contract Unit Price.

3-2.3 Stipulated Unit Prices. Stipulated Unit Prices are unit prices established by the AGENCY in the Contract Documents. Stipulated Unit Prices may be used for the adjustment of Contract changes when so specified in the Special Provisions.

3-2.4 Agreed Prices. Agreed Prices are prices for new or unforeseen work, or adjustments in Contract Unit Prices per 3-2.2, established by mutual agreement between the CONTRACTOR and the AGENCY. If mutual agreement cannot be reached, the Engineer may direct the CONTRACTOR to proceed on the basis of Extra Work in accordance per 3-3, except as otherwise specified in 3-2.2.2 and 3-2.2.3.

3-2.5 Eliminated Items. Should any Bid item be eliminated in its entirety, payment will be made to the CONTRACTOR for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination.

If material conforming to the Plans and Specifications is ordered by the CONTRACTOR for use in the eliminated item prior to the date of notification of elimination by the Engineer, and if the order for the material cannot be canceled, payment will be made to the CONTRACTOR for the actual cost of the materials. In this case, the material shall become the property of the AGENCY. Payment will be made to the CONTRACTOR for its actual costs for any further handling. If the material is returnable, the materials shall be returned and payment will be made to the CONTRACTOR for the actual cost of charges made by the supplier for returning the material and for handling by the CONTRACTOR.

Actual costs, as used herein, shall be computed on the basis of Extra Work per 3-3.

3-3 EXTRA WORK.

3-3.1 General. New or unforeseen work will be classified as "extra work" when the Engineer determines that it is not covered by the Contract Unit Prices or stipulated unit prices.

3-3.2 Payment.

3-3.2.1 General. When the price for the extra work cannot be agreed upon, the AGENCY will pay for the extra work based on the accumulation of costs as provided herein.

3-3.2.2 Basis for Establishing Costs.

(a) Labor. The costs of labor will be the actual costs for wages of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collection bargaining agreements.

The use of a labor classification which would increase the extra work cost will not be permitted unless the CONTRACTOR establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the

invoice for equipment rental. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to extra work will be paid.

Non-direct labor costs, including superintendence, shall be considered part of the markup of 3-3.2.3(a).

(b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight, and delivery.

The AGENCY reserves the right to approve materials and sources of supply, or to supply materials to the CONTRACTOR if necessary for the progress of the Work. No markup shall be applied to any materials provided by the AGENCY.

(c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $500.00 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the AGENCY than holding it at the Work site, it shall be returned, unless the CONTRACTOR elects to keep it at the Work site, at no expense to the AGENCY.

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental time for equipment already at the Work site shall be the duration of its use on the extra work. This time begins when equipment is first put into actual operation on the extra work, plus the time required to move it from its previous site and back, or to a closer site.

(d) Other Items. The AGENCY may authorize other items which may be required on the extra work, including labor, services, materials, and equipment. These items must be different in their nature from those required for the Work, and be of a type not ordinarily available from the CONTRACTOR of Subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

(e) Invoices. Vendors' invoices for materials, equipment rental and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the AGENCY may establish the cost of the item involved at the lowest price which was current at the time of the report.

3-3.2.3 Markup.

(a) Work by CONTRACTOR. Unless otherwise provided in the Special Provisions, a reasonable allowance for overhead and profit shall be added to the CONTRACTOR's costs as determined under 3-3.2.2 and shall constitute the markup for all overhead and profit on work by the CONTRACTOR. The CONTRACTOR shall also be compensated for the actual increase in the CONTRACTOR's bond premium caused by the extra work.

(b) Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 303.2.3(a) shall be applied to the Subcontractor's costs as determined under 3-3.2.2. Unless otherwise provided in the Special Provisions, a reasonable allowance for the CONTRACTOR's overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the markup for all overhead and profit for the CONTRACTOR on work by the Subcontractor.

3-3.3 Daily Reports by CONTRACTOR. When the price for the extra work cannot be agreed upon, the CONTRACTOR shall submit a daily report to the Engineer on forms approved by the AGENCY. Included are applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized. Failure to submit the daily report by the close of the next working day may waive any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the CONTRACTOR. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the CONTRACTOR.

The report shall:

1. Show names of workers, classifications, and hours worked.
2. Describe and list quantities of materials used.
3. Show type of equipment, size, identification number, and hours of operations, including loading and transportation, if applicable.
4. Describe other services and expenditures in such detail as the AGENCY may require.

3-4 CHANGED CONDITIONS. The CONTRACTOR shall promptly notify the Engineer of the following Work site conditions (hereinafter called changed conditions), in writing, upon their discovery and before they are disturbed.

1. Subsurface or latent physical conditions differing materially from those represented in the Contract;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from that represented in the Contract which the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

The Engineer will promptly investigate conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and will materially affect costs, a Change Order will be issued adjusting the compensation for such portion of the Work in accordance with 3-2.2. If the Engineer determines that conditions are changed conditions and they will materially affect performance

time, the CONTRACTOR, upon submitting a written request, will be granted an extension of time subject to the provisions of 6-6.

If the Engineer determines that the conditions do not justify an adjustment in compensation, the CONTRACTOR will be notified in writing. This notice will also advise the CONTRACTOR of its obligation to notify the Engineer in writing if the CONTRACTOR disagrees.

Should the CONTRACTOR disagree with the decision, it may submit a written notice of potential claim to the Engineer before commencing the disputed work. In the event of such a dispute, the CONTRACTOR shall not be excused from any scheduled completion date provided by the Contract and shall proceed with all work to be performed under the Contract. However, the CONTRACTOR shall retain any and all rights provided by either Contract or law which pertain to the resolution of disputes and protests between the contracting parties. The CONTRACTOR shall proceed as provided in 3-5.

The CONTRACTOR's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

3-5 DISPUTED WORK. If the CONTRACTOR and the AGENCY are unable to reach agreement on disputed work, the AGENCY may direct the CONTRACTOR to proceed with the work. Payment shall be as later determined by mediation or arbitration, if the AGENCY and CONTRACTOR agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, the CONTRACTOR shall keep and furnish records of disputed work in accordance with 3-3.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP.

4-1.1 General. All materials, parts, and equipment furnished by the CONTRACTOR in the Work shall be new, high grade, and free from defects. Quality of work shall be in accordance with the generally accepted standards. Materials and work quality shall be subject to the Engineer's approval.

Materials and work quality not conforming to the requirements of the Specifications shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the CONTRACTOR, at its expense, when so directed by the Engineer.

If the CONTRACTOR fails to replace any defective or damaged work or materials after reasonable notice, the Engineer may cause such work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the CONTRACTOR.

Used or secondhand materials, parts, and equipment may be used only if permitted by the Specifications.

The CONTRACTOR and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The CONTRACTOR, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become

evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the CONTRACTOR shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The CONTRACTOR shall defend, indemnify, and hold the AGENCY, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The CONTRACTOR shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineer's written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the AGENCY shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the CONTRACTOR as the AGENCY may deem just and reasonable.

4-1.2 Protection of Work and Materials. The CONTRACTOR shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the Work. Stored materials shall be reasonably accessible for inspection. The CONTRACTOR shall also adequately protect new and existing work and all items of equipment for the duration of the Contract.

The CONTRACTOR shall not, without the AGENCY's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Contract.

4-1.3 Inspection Requirements.

4-1.3.1 General. Unless otherwise specified, inspection is required at the source for such typical materials and fabricated items as bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations.

Steel pipe in sizes less than 450 mm (18 inches) and vitrified clay and cast iron pipe in all sizes are acceptable upon certification as to compliance with the specifications, subject to sampling and testing by the AGENCY. Standard items of equipment such as electric motors, conveyors, elevators, plumbing fixtures, etc., are subject to inspection at the job site only. Special items of equipment such as designed electrical panel boards, large pumps, sewage plant equipment, etc., are subject to inspection at the source, normally only for performance testing. The Specifications may require inspection at the source for other items not typical of those listed in this section.

4-1.3.2 Inspection of Materials Not Locally Produced. When the CONTRACTOR intends to purchase materials, fabricated products, or equipment from sources located more than 80 km (50 miles) outside the geographical limits of the AGENCY, an inspector or accredited testing laboratory (approved by the Engineer), shall be engaged by the CONTRACTOR at its expense, to inspect the materials, equipment or process. This approval shall be obtained before producing any material or equipment. The inspector or representative of the testing laboratory shall judge the materials by the requirements of the Plans and Specifications. The CONTRACTOR shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the

approved agent. Approval by said agent shall not relieve the CONTRACTOR of responsibility for complying with the Contract requirements.

4-1.3.3 Inspection by the AGENCY. The AGENCY will provide all inspection and testing laboratory services within 80 km (50 miles) of the geographical limits of the AGENCY. For private contracts, all costs of inspection at the source, including salaries and mileage costs, shall be paid by the permittee.

4-1.4 Test of Materials. Before incorporation in the Work, the CONTRACTOR shall submit samples of materials, as the Engineer may require, at no cost to the AGENCY. The CONTRACTOR, at his expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. Except as elsewhere specified, the AGENCY will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The CONTRACTOR shall bear the cost of all other tests, including the retesting of material or workmanship that fails to pass the first test.

The CONTRACTOR shall notify the Engineer in writing, at least 15 days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.

If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the CONTRACTOR's responsibility to renotify the Engineer when samples which are representative may be obtained.

There will be inspection of this project to ensure strict adherence to these specifications. During the course of work, CONTRACTOR shall be responsible for calling the Project Engineer for testing and inspection (48) hours in advance. Work not properly tested and inspected will be subject to rejection.

Any work done in unauthorized areas or in a manner unacceptable to the inspector may not be accepted and/or paid for.

4-1.5 Certification. The Engineer may waive materials testing requirements of the Specifications and accept the manufacturer's written certification that the materials to be supplied meet those requirements. Materials test data may be required as part of the certification.

4-1.6 Trade Names or Equals. The CONTRACTOR may supply any of the materials specified or offer an equivalent. The Engineer shall determine whether the material offered is equivalent to that specified. Adequate time shall be allowed for the Engineer to make this determination.

Whenever any particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words **or equal**. A listing of materials is not intended to be comprehensive, or in order of preference. The CONTRACTOR may offer any material, process, or equipment considered to be equivalent to that indicated.

The CONTRACTOR shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The CONTRACTOR shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function.

Test methods shall be subject to the approval of the Engineer. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the substitute item is equivalent. The Engineer's findings shall be final. Installation and use of a substitute item shall not be made until approved by the Engineer.

If a substitute offered by the CONTRACTOR is not found to be equal to the specified material, the CONTRACTOR shall furnish and install the specified material.

The specified Contract completion time shall not be affected by any circumstance developing from the provisions of this section.

Along with information supplied by the CONTRACTOR regarding equivalency of the proposed item, the CONTRACTOR shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the CONTRACTOR with his/her submittal shall be cause for rejection of the "or equal" item. CONTRACTOR shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. CONTRACTOR shall pay cost to AGENCY for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

4-1.7 Weighing and Metering Equipment. All scales and metering equipment used for proportioning materials shall be inspected for accuracy and certified within the past 12 months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a scale mechanic registered with or licensed by the County.

The accuracy of the work of a scale service CONSULTANT, except as stated herein, shall meet the standards of the California Business and Professions Code and the California Code of Regulations pertaining to weighing devices. A certificate of compliance shall be presented, prior to operation, to the Engineer for approval and shall be renewed whenever required by the Engineer at no cost to the AGENCY.

All scales shall be arranged so they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within 1 percent when tested with the plant shut down. Weighing equipment shall be so insulated against vibration or moving of other operating equipment in the plant area that the error in weighing with the entire plant running will not exceed 2 percent for any setting nor 1.5 percent for any batch.

4-1.8 Calibration of Testing Equipment. Testing equipment, such as, but not limited to pressure gages, metering devices, hydraulic systems, force (load) measuring instruments, and strain-measuring devices shall be calibrated by a testing CONSULTANT acceptable to the Engineer at intervals not to exceed 12 months and following repairs, modification, or relocation of the equipment. Calibration certificates shall be provided when requested by the Engineer.

4-1.9 Construction Materials Dispute Resolution (Soils, Rock Materials, Concrete, Mortar and Related Materials, Masonry Materials, Bituminous Materials, Rock Products, and Modified Asphalts). In the interest of safety and public value, whenever credible evidence arises to contradict the test values of materials, the AGENCY and the CONTRACTOR will initiate an immediate and cooperative investigation. Test values of materials are results of the materials' tests, as defined by these Specifications or by the special provisions, required to accept the Work. Credible evidence is process observations or test values gathered using industry accepted practices. A contradiction exists

whenever work acceptance or performance becomes suspect. The investigation shall allow access to all test results, procedures, and facilities relevant to the disputed work and consider all available information and, when necessary, gather new and additional information in an attempt to determine the validity, the cause, and if necessary, the remedy to the contradiction. If the cooperative investigation reaches any resolution mechanism acceptable to both the AGENCY and the CONTRACTOR, the contradiction shall be considered resolved and the cooperative investigation concluded.

Whenever the cooperative investigation is unable to reach resolution, the investigation may then either conclude without resolution or continue by written notification of one party to the other requesting the implementation of a resolution process by committee. The continuance of the investigation shall be contingent upon recipient's agreement and acknowledged in writing within 3 calendar days after receiving a request. Without acknowledgement, the investigation shall conclude without resolution. The committee shall consist of three State of California Registered Civil Engineers. Within 7 calendar days after the written request notification, the AGENCY and the CONTRACTOR will each select one engineer. Within 14 calendar days of the written request notification, the two selected engineers will select a third engineer. The goal in selection of the third member is to complement the professional experience of the first two engineers. Should the two engineers fail to select the third engineer, the AGENCY and the CONTRACTOR shall each propose 2 engineers to be the third member within 21 calendar days after the written request notification. The first two engineers previously selected shall then select one of the proposed engineers in a blind draw.

The committee shall be a continuance of the cooperative investigation and will re-consider all available information and if necessary gather new and additional information to determine the validity, the cause, and if necessary, the remedy to the contradiction. The committee will focus upon the performance adequacy of the material(s) using standard engineering principles and practices and to ensure public value, the committee may provide engineering recommendations as necessary. Unless otherwise agreed, the committee will have 30 calendar days from its formation to complete their review and submit their findings. The final resolution of the committee shall be by majority opinion, in writing, stamped and signed. Should the final resolution not be unanimous, the dissenter may attach a written, stamped, and signed minority opinion.

Once started, the resolution process by committee shall continue to full conclusion unless:

1. Within 7 days of the formation of the committee, the AGENCY and the CONTRACTOR reach an acceptable resolution mechanism; or
2. Within 14 days of the formation of the committee, the initiating party withdraws its written notification and agrees to bear all investigative related costs thus far incurred; or
3. At any point by the mutual agreement of the AGENCY and the CONTRACTOR.

Unless otherwise agreed, the CONTRACTOR shall bear and maintain a record for all the investigative costs until resolution. Should the investigation discover assignable causes for the contradiction, the assignable party, the AGENCY or the CONTRACTOR, shall bear all costs associated with the investigation. Should assignable causes for the contradiction extended to both parties, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation substantiate a contradiction without assignable cause, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation be unable to substantiate a contradiction, the initiator of the investigation shall bear all investigative costs. All claim notification requirements of the contract pertaining to the contradiction shall be suspended until the investigation is concluded.

SECTION 5 – UTILITIES

5-1 LOCATION. The Permittee (in the case of Private Contracts) and the AGENCY, will search known substructure records and furnish the CONTRACTOR with copies of documents which describe the location of utility substructures, or will indicate on the Plans for the project those substructures (except for service connections) which may affect the Work. Information regarding removal, relocation, abandonment, or installation of new utilities will be furnished to prospective bidders.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the CONTRACTOR shall assume that every property parcel will be served by a service connection for each type of utility.

As provided in Section 4216 of the California Government Code, at least 2 working days prior to commencing any excavation, the CONTRACTOR shall contact the regional notification center (Underground Service Alert of Northern California) and obtain an inquiry identification number.

The California Department of Transportation is not required by Section 4216 to become a member of the regional notification center. The CONTRACTOR shall contact it for location of is subsurface installations.

The CONTRACTOR shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

5-1.1 Mandatory Notification Prior To Excavation. The Contractor's attention is directed to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Northern California" (USA) shall be notified by phone, toll free 1-800-227-2600, for the assignment of an Inquiry Identification Number.

Construction CONTRACTOR shall contact all utility companies at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation.

The known public utilities contacts are:

City of Lakeport Municipal Sewer District No. 1 – sewer and storm drain
City of Lakeport – water
PG&E – gas and electric
AT&T – telephone and fiber optic
Mediacom Broadband – cable and fiber optic

The CONTRACTOR shall coordinate construction with public utility relocation activities.

The existing subsurface utilities shown have been indicated, based on the best available record information. However, to avoid or resolve any interference problems between these existing utilities and the proposed work, the CONTRACTOR shall field verify the vertical and horizontal locations of

all utilities, such as water lines and water services, electronic conduits, telephone and television cable, storm drain facilities, and all other facilities and obstructions prior to beginning any excavations. If conflicts exist, revised grades and/or alignments may be established, if required. **Such field verification shall require exposing these utilities prior to the start of construction**.

Special reference is hereby made to Section 5-2, "Protection," of these Standard Specifications with respect to the protection, repair, and replacement of existing subsurface utilities.

Additionally, the CONTRACTOR shall also notify the following local entities of his/her schedule fourteen (14) days prior to commencing work, including local refuse collectors, street sweepers, the Post Office, Public Schools, and Bus Companies:

City of Lakeport Police and Fire Department
City of Lakeport Public Works Department
CalFire
Lakeport Fire District
Lakeport Unified School District
Lake County Transit

No excavation shall commence unless the CONTRACTOR has obtained the USA Inquiry Identification Number.

5-1.2 Accuracy Of Utilities Information. The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The CONTRACTOR shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is shown on the plans, is damaged by the CONTRACTOR, the CONTRACTOR shall repair the line and bear the cost thereof.

CONTRACTOR shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the CONTRACTOR damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the CONTRACTOR prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the City. If directed by the City, the CONTRACTOR shall make repairs under the provisions for changes and extra work contained in **SECTION 3 - CHANGES IN WORK** of these Standard Specifications.

5-2 PROTECTION.

Excavation, trenching, bedding and backfill construction shall be in accordance with the Contract Documents, applicable City requirements, the Standard Specifications, and the project drawings. All trenching including that for water, sewer, storm drain and utility conduits and all service connections and meter boxes (not permitted in driveways) shall be completed and inspected and approved by the agency having jurisdiction, and the structural backfill inspected and tested for compaction and approved before aggregate base, paving, and other permanent surface construction may commence.

The CONTRACTOR shall not interrupt the service function or disturb the support of any utility without authority from the owner or order from the AGENCY. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with 5-1, the CONTRACTOR shall, unless otherwise provided, furnish and place the necessary protection at its expense.

Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the CONTRACTOR shall immediately notify the Engineer in writing. When authorized by the Engineer, support or protection of the utility will be paid for as provided in 3-3.

The CONTRACTOR shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged. The CONTRACTOR shall bear the costs of repair or replacement of any utility damaged.

Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the CONTRACTOR's operations, the CONTRACTOR shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.

5-3 REMOVAL. Unless otherwise specified, the CONTRACTOR shall remove all interfering portions of utilities shown on the Plans or indicated in the Bid documents as "abandoned" or "to be abandoned in place". Before starting removal operations, the CONTRACTOR shall ascertain from the AGENCY whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Bid for the items of work necessitating such removals.

5-4 RELOCATION. When feasible, the owners responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs, or replacements before commencement of work by the CONTRACTOR. When the Plans or Specifications indicate that a utility installation is to be relocated, altered, or constructed by others, the AGENCY will conduct all negotiations with the owners and work will be done at no cost to the CONTRACTOR. Utilities which are relocated in order to avoid interference shall be protected in their position and the cost of such protection shall be included in the Bid for the items of work necessitating such relocation.

After award of the Contract, portions of utilities which are found to interfere with the Work will be relocated, altered or reconstructed by the owners, or the Engineer may order changes in the Work to avoid interference. Such changes will be paid for in accordance with 3-3.

When the Plans of Specifications provide for the CONTRACTOR to alter, relocate, or reconstruct a utility, all costs for such work shall be included in the Bid for the items of work necessitating such work. Temporary or permanent relocation or alteration of utilities requested by the CONTRACTOR for its convenience shall be its responsibility and it shall make all arrangements and bear all costs.

The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements. When not otherwise required by the plans and specifications and when directed by the Engineer, the CONTRACTOR shall arrange for the relocation of service connections as necessary between the meter and property line, or between the meter and limits of construction. The relocation of such service connections will be paid for in accordance with provisions of 3-3. Payment will include the restoration of all existing improvements which may be affected thereby. The CONTRACTOR may agree with the owner of any utility to disconnect and reconnect interfering service connections. The AGENCY will not be involved in any such agreement.

5-5 DELAYS. The CONTRACTOR shall notify the Engineer of its construction schedule insofar as it affects the protection, removal, or relocation of utilities. Said notification shall be included as a part of the construction schedule required in 6-1. The CONTRACTOR shall notify the Engineer in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities.

The CONTRACTOR will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed in accordance with 5-1.

The CONTRACTOR may be given an extension of time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing work correctly shown on the Plans.

The AGENCY will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the Work if such utilities are not identified in Contract Documents. The CONTRACTOR will not be assessed liquidated damages for any delay caused by failure of AGENCY to provide for the timely removal, relocation, or protection of such existing facilities.

5-6 COOPERATION. When necessary, the CONTRACTOR shall so conduct its operations as to permit access to the Work site and provide time for utility work to be accomplished during the progress of the Work.

SECTION 6 – PROSECUTION, PROGRESS, AND

ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.1 Pre-Construction Meeting And Submittal. A pre-construction meeting will be conducted by the City prior to commencement of construction at a time and place designated by the City. Those attending the meeting shall include, but not be limited to, the following:

a. The CONTRACTORs representative(s)
b. Sub-CONTRACTORs representative(s), if needed
c. City of Lakeport Director of Public Works
d. City of Lakeport Project Manager
e. The Design Engineers
f. The Construction Engineers
g. The affected utility companies' representatives
h. City of Lakeport Public Works Inspectors

i. Caltrans' inspector and/or representative(s) if applicable

One week prior to this meeting the CONTRACTOR shall submit the following:

1. Construction Schedule
2. Traffic Control Plan
3. Emergency Contact List
4. List of Subcontractors
5. Water Pollution Control Plan (WPCP)

6-1.2 CONSTRUCTION SCHEDULE. After notification of award and prior to start of any work, the CONTRACTOR shall submit its proposed construction schedule to the Engineer for approval. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show chronological relationship of all activities of the project. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials and scheduling of equipment. The construction schedule shall recognize the requirements of 5-5 and reflect completion of all work under the Contract within the specified time and in accordance with the Specifications.

Unless otherwise provided, the Contract time shall commence upon the date of issuance of a notice to proceed. The Work shall start within 15 days thereafter, and be diligently prosecuted to completion within the time provided in the Specifications.

If the CONTRACTOR desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the CONTRACTOR shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

The Engineer may waive these requirements.

Prior to issuing the Notice to Proceed, the Engineer will schedule and conduct a pre-construction meeting with the CONTRACTOR to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

6-1.3 Emergency Contact List. The CONTRACTOR shall provide the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

1. Name of authorized representative at the job site.
2. Address and telephone number where the above person can be reached 24 hours a day.
3. Address of the nearest office of the CONTRACTOR, if any, and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the CONTRACTOR's main office and the name and telephone number of the person at that office familiar with the project.

6-2 PROSECUTION OF WORK. To minimize public inconvenience and possible hazard and to restore street and other work areas to their original condition and state of usefulness as soon as practicable, the CONTRACTOR shall diligently prosecute the Work to completion. If the Engineer determines that the CONTRACTOR is failing to prosecute the Work to the proper extent, the CONTRACTOR shall, upon orders from the Engineer, immediately take steps to remedy the situation. All costs of prosecuting the Work as described herein shall be included in the CONTRACTOR's Bid. Should the CONTRACTOR fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the

AGENCY may suspend the work in whole or in part, until the CONTRACTOR takes said steps at no cost to the AGENCY.

As soon as possible under the provisions of the Specifications, the CONTRACTOR shall backfill all excavations and restore to usefulness all improvements existing prior to the start of the Work.

If Work is suspended through no fault of the AGENCY, all expenses and losses incurred by the CONTRACTOR during such suspensions shall be borne by the CONTRACTOR. If the CONTRACTOR fails to properly provide for public safety, traffic, and protection of the Work during periods of suspension, the AGENCY may elect to do so, and deduct the cost thereof from monies due the CONTRACTOR. Such actions will not relieve the CONTRACTOR from liability.

The CONTRACTOR shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 SUSPENSION OF WORK.

6-3.1 General. The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the AGENCY. The CONTRACTOR shall comply immediately with any written order of the Engineer. Such suspension shall be without liability to the CONTRACTOR on the part of the AGENCY except as otherwise specified in 6-6.3.

6-3.2 Archaeological and Paleontological Discoveries. If discovery is made of items of archaeological or paleontological interest, the CONTRACTOR shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer. When resumed, excavation operations within the area of discovery shall be as directed by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, and fossils.

The CONTRACTOR shall be entitled to an extension of time and compensation in accordance with the provisions of 6-6.

6-4 DEFAULT BY CONTRACTOR. If the CONTRACTOR fails to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain the Work schedule which will insure the AGENCY's interest, or, if the CONTRACTOR is not carrying out the intent of the Contract, the AGENCY may serve written notice upon the CONTRACTOR and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

The Contract may be canceled by the City Council without liability for damage, when in the City Council's opinion the CONTRACTOR is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the City Council's consent. In the event of such cancellation, the CONTRACTOR will be paid the actual amount due based on Contract Unit Prices or lump sums bid and the quantity of the Work completed at the time of cancellation, less damages caused to the AGENCY by acts of the CONTRACTOR. The CONTRACTOR, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason. If the AGENCY declares the Contract canceled for any of the above reasons, written notice to that

effect shall be served upon the Surety. The Surety shall, within 5 days, assume control and perform the Work as successor to the CONTRACTOR.

If the Surety assumes any part of the Work, it shall take the CONTRACTOR's place in all respects for that part, and shall be paid by the AGENCY for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the CONTRACTOR at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within 5 days after receiving a notice of cancellation, or fails to continue to comply, the AGENCY may exclude the Surety from the premises. The AGENCY may then take possession of all material and equipment and complete the Work by AGENCY forces, by letting the unfinished Work to another CONTRACTOR, or by a combination of such methods. In any event, the cost of completing the Work shall be charged against the CONTRACTOR and its Surety and may be deducted from any money due or becoming due from the AGENCY. If the sums due under the Contract are insufficient for completion, the CONTRACTOR or Surety shall pay to the AGENCY within 5 days after the completion, all costs in excess of the sums due.

The provisions of this subsection shall be in addition to all other rights and remedies available to the AGENCY under law.

6-5 TERMINATION OF THE CONTRACT. The City Council may terminate the Contract at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the AGENCY is prevented from proceeding with the Contract by act of God, by law, o9r by official action of a public authority.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General. If delays are caused by unforeseen events beyond the control of the CONTRACTOR, such delays will entitle the CONTRACTOR to an extension of time as provided herein, but the CONTRACTOR will not be entitled to damages or additional payment due to such delays, except as provided in 6-6.3. Such unforeseen events may include: war, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of work, inability to obtain materials, labor or equipment, required extra work, or other specific events as may be further described in the Specifications.

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

If delays beyond the CONTRACTOR's control are caused by events other than those mentioned above, the Engineer may deem an extension of time to be in the best interests of the AGENCY. The CONTRACTOR will not be entitled to damages or additional payment due to such delays, except as provided in 6-6.3.

If delays beyond the CONTRACTOR's control are caused solely by action or inaction by the AGENCY, such delays will entitle the CONTRACTOR to an extension of time as provided in 6-6.2.

6-6.1.1 Notice of Delays. Whenever the CONTRACTOR foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the CONTRACTOR regards as unavoidable, he/she shall notify the Engineer in writing of the

probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The CONTRACTOR shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-6.1.2 Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the CONTRACTOR of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements, and inspections; 3) Reasonable interference of other CONTRACTORs employed by the AGENCY and/or other CONTRACTORs working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other CONTRACTORs performing concurrent work.

6-6.1.3 Extension of Time. In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the CONTRACTOR will be assessed damages for delay in accordance with Paragraph 6-9.1. The AGENCY, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the CONTRACTOR will be charged for engineering and inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-6.2 Extensions of Time. Extensions of time, when granted, will be based upon the effect of delays to the Work. They will not be granted for noncontrolling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.

6-6.2.1 Compensation to AGENCY for Extension of Time. Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the AGENCY for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-6.3 Payment for Delays to CONTRACTOR. The CONTRACTOR will be compensated for damages incurred due to delays for which the AGENCY is responsible. Such actual costs will be determined by the Engineer. The AGENCY will not be liable for damages which the CONTRACTOR could have avoided by any reasonable means, such as judicious handling of forces or equipment. The determination of what damages the CONTRACTOR could have avoided will be made by the Engineer.

Requests for an extension of time must be delivered to the AGENCY within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be

submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the CONTRACTOR, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the CONTRACTOR's right to receive any extension of time requested.

If the CONTRACTOR is requesting an extension of time because of weather, he/she shall supply daily written reports to the AGENCY's representative describing such weather, and the work that could not be performed that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-7 TIME OF COMPLETION

6-7.1 General. The CONTRACTOR shall complete the Work within the time set forth in the Contract. The CONTRACTOR shall complete each portion of the Work within such time as set forth in the Contract for such portion. Unless otherwise specified, the time of completion of the Contract shall be expressed in working days.

6-7.2 Working Day. A working day is any day within the period between the start of the Contract time as defined in 6-1 and the date provided for completion, or upon field acceptance by the Engineer for all work provided for in the Contract, whichever occurs first, other than:

1. Saturday,
2. Sunday,
3. any day designated as a holiday by the AGENCY,
4. any other day designated as a holiday in a Master Labor Agreement entered into by the CONTRACTOR or on behalf of the CONTRACTOR as an eligible member of a CONTRACTOR association,
5. any day the CONTRACTOR is prevented from working at the beginning of the workday for cause as defined in 6-6.1,
6. any day the CONTRACTOR is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in 6-6.1.

The CONTRACTOR's activities involving work which requires street closure, detours, and barricades shall be confined to the hours between 7:00 a.m. and 5:00 p.m. Monday through Friday. In addition, the CONTRACTOR shall not perform any Work on Saturday, Sunday, or on AGENCY-designated holidays. AGENCY-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the CONTRACTOR. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the CONTRACTOR.

Failure of the CONTRACTOR to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided

herein, the CONTRACTOR shall pay to the AGENCY, or have withheld from monies due to it, the sum of $1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT $1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-7.3 Contract Time Accounting. The Engineer will make a daily determination of each working day to be charged against the Contract time. These determinations will be discussed and the CONTRACTOR will be furnished a periodic statement showing allowable number of working days of Contract time, as adjusted, at the beginning of the reporting period. The statement will also indicate the number of working days charged during the reporting period and the number of working days of Contract time remaining. If the CONTRACTOR does not agree with the statement, it shall file a written protest within 15 days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY. The Work will be inspected by the Engineer for acceptance upon receipt of the CONTRACTOR's written assertion that the Work has been completed.

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, it will so certify to the City Council, which may accept the completed Work. The Engineer will, in its certification to the City Council, give the date when the Work was completed. This will be the date when the CONTRACTOR is relieved from responsibility to protect the Work.

All work shall be warranted by the CONTRACTOR against defective workmanship and materials for a period of 1 year from the date the Work was completed. The CONTRACTOR shall replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the CONTRACTOR fails to make such replacement or repairs

within the time specified in the notice, the AGENCY may perform this work and the CONTRACTOR's sureties shall be liable for the cost thereof.

6-8.1 General Guaranty. The CONTRACTOR shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The AGENCY will give notice of observed defects with reasonable promptness.

6-9 FORFEITURE DUE TO DELAY. The CONTRACTOR shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Section C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the CONTRACTOR agrees to forfeit and pay the AGENCY the amount of One Thousand Five Hundred Dollars ($1,500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the CONTRACTOR. This payment shall be considered liquidated damages. CONTRACTOR agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate AGENCY for losses that are difficult to measure and that such damages are not a penalty.

Failure of the CONTRACTOR to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the AGENCY to terminate the Contract unless the CONTRACTOR applies for, and receives, an extension of time in accordance with the procedures set forth in Section 5-5.

Failure of the AGENCY to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the CONTRACTOR's duty to complete performance within the designated periods unless the AGENCY has executed a waiver in writing.

The AGENCY's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the CONTRACTOR to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the AGENCY to terminate this agreement.

The CONTRACTOR shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR provided the CONTRACTOR requests an extension of time in accordance with the procedures set forth in Section 5-5. Unforeseeable causes of delay beyond the control of the CONTRACTOR shall include acts of God, acts of a public enemy, acts of the government, acts of the AGENCY, or acts of another CONTRACTOR in the performance of a contract with the AGENCY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of CONTRACTOR or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the CONTRACTOR's control) shall not entitle the CONTRACTOR to any additional compensation. The sole recourse of the CONTRACTOR shall be to seek an extension of time.

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION. The AGENCY reserves the right to take over and utilize all or part of any completed facility or appurtenance. The CONTRACTOR will be notified in writing in advance of such action. Such action by the AGENCY will relieve the CONTRACTOR of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause, except CONTRACTOR operations or negligence. The CONTRACTOR will not be required to reclean such portions of the improvement before field acceptance, except for cleanup made necessary by its operations. Nothing in this section shall be construed as relieving the CONTRACTOR from full responsibility for correcting defective work or materials.

In the event the AGENCY exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the AGENCY will assume the responsibility and liability for injury to persons or property resulting from the utilization of the facility or appurtenance so placed into service, except for any such injury to persons or property caused by any willful or negligent act or omission by the CONTRACTOR, Subcontractor, their officers, employees, or agents.

6-11 GUARANTEE. The CONTRACTOR shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the CONTRACTOR shall, upon the receipt of notice in writing from the AGENCY, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The AGENCY is hereby authorized to make such repairs and the CONTRACTOR and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the CONTRACTOR, the CONTRACTOR has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the AGENCY, delay could cause serious loss or damage, repairs may be made without notice being sent to the CONTRACTOR or Surety, and all expense in connection therewith shall be charged to the CONTRACTOR and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the AGENCY in accordance with Subsection 6-8 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the CONTRACTOR to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the CONTRACTOR until they have been fulfilled.

The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

6-12 DISPUTES AND CLAIMS

6-12.1 General. Any and all decisions made on appeal pursuant to this Subsection 6-12 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-12 that is not in writing shall not be binding upon the AGENCY and should not be relied upon by the CONTRACTOR.

Nothing in this subsection shall be considered as relieving the CONTRACTOR from his/her duty to file the notice required under Subsection 6-13 or other duties required by the Contract Documents.

6-12.2 Administrative Review. Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The CONTRACTOR shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the CONTRACTOR shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with AGENCY`s staff in the following sequence:

1. Project Engineer
2. City Engineer

Should the Project Engineer fail to address the CONTRACTOR's request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the CONTRACTOR may proceed directly to the City Engineer. At the option of the AGENCY, the person to whom the request for review is directed may elect to take such request to a higher level and the CONTRACTOR's request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty-eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer's decision on the dispute or claim shall be the AGENCY's final decision.

6-12.3 Arbitration. Claims and disputes arising under or related to the performance of the contract, except for claims that have been released by execution of the "Release on Contract" as provided in Subsection 9-4, shall be resolved in arbitration unless the AGENCY and the CONTRACTOR agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "AGENCY" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The CONTRACTOR shall request a Demand for Arbitration not later than ninety (90) calendar days after the date of the final written decision of the AGENCY on the claim or dispute.

All contracts valued at more than $15,000 between the CONTRACTOR and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the CONTRACTOR to the same extent that the CONTRACTOR is bound to the AGENCY by all terms and provisions of the Contract, including these arbitration provisions.

6-13 NOTICE OF POTENTIAL CLAIM. The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the CONTRACTOR shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-12 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-13 shall not supersede the specific notice and protest requirements of Subsection 3-4 "Changed Conditions" and Subsection 6-7.3 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the CONTRACTOR believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the CONTRACTOR shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-13 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The CONTRACTOR hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 – RESPONSBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES. The CONTRACTOR shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

A noise level limit of 85 dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by the CONTRACTOR or not. The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The CONTRACTOR shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each work day.

7-2 LABOR.

7-2.1 General. Only competent workers shall be employed on the Work. Any person employed who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform work property and acceptably, shall be immediately removed from the Work by the CONTRACTOR and not be reemployed on the Work.

7-2.2 Laws. The CONTRACTOR, its agents and employees shall be bound by and comply with applicable provisions of the Labor Code and Federal, State and local laws related to labor.

The CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding minimum wages; the 8-hour day and 40-hour week; overtime; Saturday, Sunday, and holiday work; and nondiscrimination because of race, color, national origin, sex, or religion. Failure to file any report due under said orders will result in suspension of periodic progress payments.

In accordance with the Labor Code, the Office of the Engineer has on file and will publish a schedule of prevailing wage rates for the types of work to be done under the Contract. The CONTRACTOR shall not pay less than these rates.

Each worker shall be paid subsistence and travel as required by the collective bargaining agreements on file with the State of California Department of Industrial Relations.

The CONTRACTOR's attention is directed to Section 1776 of the Labor Code which imposes responsibility upon the CONTRACTOR for the maintenance, certification, and availability for inspection of such records for all persons employed by the CONTRACTOR or Subcontractor in connection with the project. The CONTRACTOR shall agree through the Contract to comply with this Section and the remaining provisions of the Labor Code.

The CONTRACTOR shall ensure unlimited access to the job site for all Equal Opportunity Compliance officers.

Every CONTRACTOR and Subcontractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

7-2.2.1 Overtime and Shift Work. The CONTRACTOR may establish overtime and shift work as a regular procedure only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done outside the hours described in Section 6-7.2, nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the CONTRACTOR. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday outside the hours described in Section 6-7.2. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses that are directly chargeable to the overtime work. The AGENCY shall deduct all such charges from payments due the CONTRACTOR.

7-3 LIABILITY INSURANCE.

7-3.1 General. CONTRACTOR and AGENCY agree that AGENCY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the AGENCY. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

7-3.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

7-3.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

7-3.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

7-3.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

7-3.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

7-3.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

7-3.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

7-3.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars ($2,000,000.00) per occurrence for all coverages and four million dollars ($4,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of $25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy.

Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

7-3.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars ($2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

7-4 WORKERS' COMPENSATION INSURANCE.

7-4.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

7-4.2 CONTRACTOR and AGENCY further agree as follows:

7-4.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

7-4.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

7-4.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

7-4.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

7-4.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

7-4.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of

subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against AGENCY.

7-4.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

7-4.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

7-4.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

7-4.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

7-4.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

7-4.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

7-4.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

7-4.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no

obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

7-5 PERMITS. Prior to the start of any work, the CONTRACTOR shall apply for and receive any applicable City, County, State, and Federal permits.

The CONTRACTOR shall pay all business taxes or license fees that are required for the work.

All costs associated with these permits are responsibility of CONTRACTOR. If applicable, CONTRACTOR is required to obtain a no fee City Encroachment permit for this project and comply with all permit conditions.

7-6 THE CONTRACTOR'S REPRESENTATIVE. Before staring work, the CONTRACTOR shall designate in writing a representative who shall have complete authority to act for it. An alternative representative may be designated as well. The representative or alternate shall be present at the Work site whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the Work, persons, or property. Any order or communication given to this representative shall be deemed delivered to the CONTRACTOR. A joint venture shall designate only one representative and alternate. In the absence of the CONTRACTOR or its representative, instructions or directions may be given by the Engineer to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the CONTRACTOR or its representative.

In order to communicate with the AGENCY, the CONTRACTOR's representative, superintendent, or person in charge of specific work shall be able to speak, read, and write the English language.

7-7 COOPERATION AND COLLATERAL WORK. The CONTRACTOR shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The AGENCY, its workers and CONTRACTORs and others, shall have the right to operate within or adjacent to the Work site during the performance of such work.

The AGENCY, the CONTRACTOR, and each of such workers, CONTRACTORs and others, shall coordinate their operations and cooperate to minimize interference.

The CONTRACTOR shall include in its Bid all costs involved as a result of coordinating its work with others. The CONTRACTOR will not be entitled to additional compensation from the AGENCY for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delay, the CONTRACTOR shall redeploy its work force to other parts of the Work.

Should the CONTRACTOR be delayed by the AGENCY, and such delay could not have been reasonably foreseen or prevented by the CONTRACTOR, the Engineer will determine the extent of the delay, the effect on this project, and any extension of time.

CONTRACTOR shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

7-8 PROJECT SITE MAINTENANCE.

7-8.1 Cleanup and Dust Control. Throughout all phases of construction, including suspension of work, and until the final acceptance, the CONTRACTOR shall keep the site clean and free from

rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

When required by the Plans or Specifications, the CONTRACTOR shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR's Bid.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Excess excavated material from catch basics or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

Failure of the CONTRACTOR to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

7-8.1.2 Work Area Appearance

The CONTRACTOR shall maintain a neat appearance to the Work at all times.

All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner. Materials which are to be disposed of shall not be stored at the project sites but shall be removed before the end of the each working day.

In any area visible to the public, the following shall apply:

1. Broken concrete and debris developed during clearing and grubbing shall be disposed of weekly.
2. The CONTRACTOR shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.
3. Forms or false work that are to be re-used shall be neatly stacked concurrent with their removal.
4. Forms and false work that are not to be re-used shall be disposed of with their removal.
5. Wash down from concrete trucks shall be at one location. Concrete from wash down procedures shall be removed from the site weekly.

7-8.2 Air Pollution Control. The CONTRACTOR shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

7-8.3 Vermin Control. At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the CONTRACTOR as part of the Work within the Contract time, and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The CONTRACTOR shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

7-8.4 Sanitation. The CONTRACTOR shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps.

Wastewater shall not be interrupted. Should the CONTRACTOR disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

7-8.5 Temporary

Light, Power, and Water. The CONTRACTOR shall furnish, install, maintain, and remove all temporary light, power, and water at its own expense. These include piping, wiring, lamps, and other equipment necessary for the Work. The CONTRACTOR shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water agency concerned.

7-8.6 Water Pollution Control. The CONTRACTOR shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution. It shall conduct and schedule operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.

7-8.6.1 General. This item shall consist of preparation, implementation and compliance with a storm water pollution prevention plan (SWPPP) for the project, if applicable.

7-8.6.2 Storm Water Pollution Prevention Plan (SWPPP) Preparation. CONTRACTOR shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the latest edition of the *California Storm Water Best Management Practices Handbook*, available from California Stormwater Quality Association (CSQA), and online at http://www.cabmphandbooks.net/ . The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control City Council, through submittal of the Notice of Intent (NOI).

If construction will occur between October 15 and April 15 (considered as the rainy season per City Ordinance), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs) implemented during the AGENCY's rainy season shall include but not be limited to those appropriate for wet weather conditions.

7-8.6.3 Storm Water Pollution Prevention Measures. All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the AGENCY's representative in each instance. No responsibility shall accrue to the AGENCY as a result of the plan or as a result of knowledge of the plan. All work installed by the CONTRACTOR in connection with the SWPPP but not specified to become a

permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the AGENCY's representative.

7-8.6.4 Storm Water Pollution Prevention – Measurement And Payment. Unless otherwise indicated in the Special Provisions, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

7-8.7 Drainage Control. The CONTRACTOR shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary. Such dams shall be removed from the site as soon as their use is no longer necessary.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. The CONTRACTOR shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The CONTRACTOR shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, catch basins, catch basin screens, driveways, fences, walls, sprinkler systems, signs, utility installations, traffic loops, pavements, structures, survey monuments, landscaping, etc.) that are damaged or removed as a result of the CONTRACTOR's operations or as required by the plans and specifications.

All existing improvements, either within the right-of-way or not, including irrigation lines that are damaged by actions of the CONTRACTOR, shall be restored by the CONTRACTOR to their original or better condition at the CONTRACTOR's expense.

The CONTRACTOR shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Engineer.

Existing traffic striping, pavement markings, centerline reflective markers, and curb markings shall also be considered as existing improvements and the CONTRACTOR shall repaint or replace, at the CONTRACTOR's expense, such striping or markings (except for traffic striping and pavement markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

All restoration of existing improvements must occur within the construction completion date, unless directed otherwise by the City Engineer.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed due to CONTRACTOR's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

The CONTRACTOR shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements, within the right-of-way which are designated for removal and would be destroyed because of the Work.

All costs to the CONTRACTOR for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be the responsibility of the CONTRACTOR.

7-10 PUBLIC CONVENIENCE AND SAFETY. One week prior to pre-construction meeting, the CONTRACTOR shall submit his/her complete construction schedule to the Engineer for approval. The CONTRACTOR shall submit requests for changes in the schedule to the Engineer for approval at least forty-eight (48) hours prior to the scheduled Work.

7-10.1 Traffic and Access. The CONTRACTOR's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 90 m (300 fee), shall be maintained unless otherwise approved by the Engineer.

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the CONTRACTOR shall immediately clear the street and driveways and provide and maintain access.

The CONTRACTOR shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If one-half a street only is being improved, the other half shall be conditioned and maintained as a detour.

The CONTRACTOR will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Engineer in the form of an engineered traffic control plan. The engineered traffic control plans must be signed by a California registered civil and/or traffic engineer. The plan is a required submittal for review one week prior to the pre-construction meeting.

If traffic control on the project shall be implemented by a sub-contractor, such subcontractor must specialize in Traffic Control and be approved by the City Engineer.

The CONTRACTOR shall include in its Bid all costs for the above requirements.

7-10.1.1 General. One week prior to pre-construction meeting, the CONTRACTOR shall submit his/her complete construction schedule to the Engineer for approval. The CONTRACTOR shall submit requests for changes in the schedule to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

7-10.1.2 Parking Restrictions and Posting for Tow Away. No Parking signs, posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, dated, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording "No Parking" are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the Contractor shall promptly and completely remove and dispose all signs, stakes, and barricades. The Contractor shall promptly reset or replace all damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. The Contractor shall coordinate the removal of all vehicles with the City of Lakeport Police Department. The Contractor shall notify the City of Lakeport Police Department upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the City of Lakeport Police Department not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE.

FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF $1,000.00.

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT $1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

7-10.1.3 Notification to the Public Agencies. The CONTRACTOR shall notify the following Agencies 48 hours prior to working in the City of Lakeport unless otherwise noted:

Lakeport Unified School District
Lakeport Fire Department
Lakeport Police Department

7-10.2 Storage of Equipment and Materials in Public Streets. Construction materials shall not be stored in streets, roads, or highways for more than 5 days after unloading. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the CONTRACTOR at its expense unless authorized additional storage time.

Construction equipment shall not be stored at the Work site before its actual use on the Work nor for more than 5 days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the Engineer.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

7-10.3 Street Closures, Detours, Barricades. The CONTRACTOR shall comply with all applicable State, County and City requirements for closure of streets. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flagpersons, and watchpersons. The CONTRACTOR shall be responsible for compliance with additional public safety requirements which may arise. The CONTRACTOR shall furnish and install signs and warning devices and promptly remove them upon completion of the Work.

At least 48 hours in advance of closing, partially closing or reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, and Public Works Departments and comply with their requirements. Deviations must first be approved in writing by the Engineer.

The CONTRACTOR shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements covering “signs” as set forth in the Traffic Manual published by the California Department of Transportation. This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

All traffic control barricades, signs and devices used by the CONTRACTOR shall, as a minimum, conform to the latest edition of the “California Manual on Uniform Traffic Controls Devices”

("MUTCD"). Channelization devices shall be spaced no greater than fifty (50) feet apart. The CONTRACTOR shall take additional precautions as he/she may find necessary under the circumstances.

Should the CONTRACTOR fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the AGENCY will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the CONTRACTOR directly.

Full street closures will not be allowed without City Council approval.

All costs involved shall be included in the Bid.

7-10.4 Safety.

7-10.4.1. Safety Orders. The CONTRACTOR shall have at the Work site, copies of suitable extracts of: Construction Safety Orders, Tunnel Safety Orders and General Industry Safety Orders issues by the State Division of Industrial Safety. The CONTRACTOR shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

Before excavating any trench 1.5 m (5 feet) or more in depth, the CONTRACTOR shall submit a detailed plan to the AGENCY showing the design of shoring, bracing, sloping, or other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of such trench. If the plan varies from the shoring system standards, the plan shall be prepared by a registered Civil Engineer. No excavation shall start until the Engineer has accepted the plan and the CONTRACTOR has obtained a permit from the State Division of Industrial Safety. A copy of the permit shall be submitted to the Engineer.

Payment for performing all work necessary to provide safety measures shall be included in the prices bid for other items of work except where separate bid items for excavation safety are provided, or required by law.

7-10.4.2 Use of Explosives. Explosive may be used only when authorized in writing by the Engineer, or as otherwise stated in the Specifications. Explosives shall be handled, used, and stored in accordance with all applicable regulations.

The Engineer's approval of the use of explosives shall not relieve the CONTRACTOR from liability for claims caused by blasting operations.

7-10.4.3 Special Hazardous Substances and Processes. Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet as described in Section 5194 of the California Code of Regulations shall be requested by the CONTRACTOR from the manufacturer of any hazardous products used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

The CONTRACTOR shall notify the Engineer if a specified product cannot be used under safe conditions.

7-10.4.4 Confined Spaces.

(a) Confined Space Entry Program. The CONTRACTOR shall be responsible for implementing, administering and maintaining a confined space entry program (CSEP) in accordance with Sections 5156, 5157 and 5158, Title 8, CCR.

Prior to starting the Work, the CONTRACTOR shall prepare and submit its comprehensive CSEP to the Engineer. The CSEP shall address all potential physical and environmental hazards and contain procedures for safe entry into confined spaces, including, but not limited to the following:

1. Training of personnel
2. Purging and cleaning of materials and residue
3. Potential isolation and control of energy and material inflow
4. Controlled access to the space.
5. Atmospheric testing of the space
6. Ventilation of the space
7. Special hazards consideration
8. Personal protective equipment
9. Rescue plan provisions

The CONTRACTOR's submittal shall include the names of its personnel, including subcontractor personnel, assigned to the project who will have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

(b) Permit-Required Confined Spaces. Entry into permit-required confined spaces as defined in Section 5157, Title 8, CCR may be required as a part of the Work. All manholes, tanks, vaults, pipelines, excavations, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise. The CONTRACTOR shall implement a permit space program prior to performing any work in a permit-required confined space. A copy of the permit shall be available at all times for review by CONTRACTOR and AGENCY personnel at the Work site.

(c) Payment. Payment for implementing, administering, and providing all equipment and personnel to perform the CSEP shall be included in the bid items for which the CSEP is required.

7-11 PATENT FEES OR ROYALTIES. The CONTRACTOR shall absorb in its Bid the patent fees or royalties on any patented article or process furnished or used in the Work. The CONTRACTOR shall indemnify and hold the AGENCY harmless from any legal action that may be brought for infringement of patents.

7-12 ADVERTISING. The names, addresses and specialties of CONTRACTORs, Subcontractors, architects, or engineers may be displayed on removable signs. The size and location shall be subject to the Engineer's approval.

Commercial advertising matter shall not be attached to or painted on the surfaces of buildings, fences, canopies, or barricades.

7-13 LAWS TO BE OBSERVED. The CONTRACTOR shall keep fully informed of State and National laws and County and Municipal ordinances and regulations which in any manner affect those employed in the Work or the materials used in the Work or in any way affect the conduct of the Work. The CONTRACTOR shall at all times observe and comply with such laws, ordinances, and regulations.

7-14 ANTITRUST CLAIMS. Section 7103.5 of the Public Contract Code provides:

> "In entering into a public works CONTRACTOR or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties."

7-15 DAILY REPORT. The CONTRACTOR shall complete a Daily Report indicating manpower, work performed, major equipment used and on standby (itemized separately), subcontractors, and similar items involved in the performance of the Work. The Daily Report shall be completed on forms prepared by the CONTRACTOR and acceptable to the Engineer, and shall be submitted to the City Inspector weekly.

The CONTRACTOR shall submit as requested Certified Payroll Statements for each employee involved with the Work including subcontractors. Submission of certified payroll does not relieve the CONTRACTOR of his responsibility to pay prevailing wage.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL. All facilities provided for AGENCY personal shall be at suitable locations approved by the Engineer. Such facilities must in a room, building, or trailer provided for this purposes with an acceptable means for locking.

A Class "A" Field Office in accordance with 8-2.1 shall be provided at any offsite plan facility furnishing pipe subject to AGENCY inspection during manufacture. A Field Laboratory in accordance with 8-3.1 shall be provided at any offsite or project site plant facility furnishing portland cement concrete or asphalt paving material. Any other facilities for AGENCY personnel shall be provided only when required by the Specifications.

Offices and laboratories at plants may be used concurrently by inspection personnel of other agencies provided such use does not seriously conflict with AGENCY use. When facilities are shared in this manner, at least one locker provided with a hasp for a padlock must be available for the exclusive use of AGENCY inspectors. Otherwise any facilities furnished are for the exclusive use of AGENCY personnel.

All facilities shall conform to the applicable codes, ordinances, and regulations of the local jurisdiction and of the State of California, and shall conform to current practice. The interior shall be paneled or suitably lined to provide a facility of good appearance.

The CONTRACTOR shall provide janitorial and other maintenance services in all types of facilities provided. Such services shall include the supply of the appropriate paper products and dispensers. Trash receptacles shall be provided and emptied by the CONTRACTOR at weekly intervals or sooner as required. The trash shall be removed from the project site.

All costs to furnish, maintain, service, and remove the specified facilities at the project site shall be included in the price bid for such facilities. If no bid item is provided in the proposal, costs shall be included in other items for which bids are entered.

The first progress payment will not be approved until all facilities are in place and fully comply with the Specifications.

8-2 FIELD OFFICE FACILITIES.

8-2.1 Class "A" Field Office. This office shall have a minimum floor space of 16 m^2 (175 ft^2), at least one door, and window area of not less than 2 m^2 (22 ft^2). All doors and windows shall be provided with screens.

Furniture shall be provided as follows: one plan table, one standard 1.5 m (5 feet) long double-pedestal desk with a drawer suitable for holding files, two chairs, one drafting stool, and one plan rack.

Electric power shall be provided to include a minimum of four duplex convenience outlets. The office shall be illuminated at the tables and desk. An outdoor lighting fixture with a 300-watt bulb shall be installed.

Heating and air conditioning of sufficient capacity shall be provided at no expense to the AGENCY. The CONTRACTOR shall provide drinking water within the office and integral sanitary facilities directly adjoining. Sanitary facilities shall include a toilet and wash basin with hot and cold running water.

Extended area, non-coin-operated telephone service shall be provided within the office area. The installation shall include sufficient extension code to serve the plan table and desk.

8-2.2 Class "B" Field Office. This office shall be the same as class "A" except that integrated sanitary facilities and air conditioning are not required. A chemical toilet facility shall be provided adjacent to the office.

8-2.3 Class "C" Field Office. The office shall be of suitable proportions with 11 m^2 (120 ft^2) of floor area. It shall be equipped with one 0.9 by 1.5 m (3 by 5 foot) table, four chairs and one plan rack. It shall be adequately heated, ventilated, and lighted and two duplex convenience outlets shall be provided. Air conditioning, telephones, and sanitary facilities are not required.

8-3 FIELD LABORATORIES.

8-3.1 Offsite at Manufacturing Plant. Field laboratories shall conform to the requirements for a Class "C" Field Office specified in 8-2.3 except for the following:

1. Telephone service per 8-2.1.
2. Chair.
3. Work table, 1.2 by 3.0 m (4 by 10 feet), 0.9 m (3 feet) high.
4. Sieves per 203-6.
5. Scales and weights.
6. Burner plate for heating samples.
7. Thermometer, with 90 to 260° C (200 to 400° F) degree range (Asphalt Plants only).

8. Air meter for all concrete in accordance with ASTM C 231 of the type that indicates percentage of air directly (Precast Concrete Plants only)

All sampling and testing equipment shall be maintained in satisfactory operating condition by CONTRACTOR or plant owner. Laboratories shall be located immediately adjacent to and with full view of batching and loading operations.

8-3.2 At Project Site. Field laboratories shall be in accordance with 8-3.1, except that sieves, scales, weights, burner plates, sampling devices, pans, and thermometers will be furnished by the AGENCY at no expense to the CONTRACTOR. If air entraining agents are being used in the Concrete on the project, an air meter of the type described in 8-3.1 shall be furnished by the CONTRACTOR.

8-4 BATHHOUSE FACILITIES. When the Plans or Specifications require bathhouse facilities, the following shall be provided.

1. One lavatory with hot and cold water.
2. One toilet in a stall.
3. One 1 m (3 feet) trough-type urinal.
4. One enclosed shower at least 1 by 1 m (3 by 3 feet) with hot and cold water.
5. One bench, 2 m (6 feet) long.
6. Soap dispensers.
7. Toilet paper holders.
8. Paper towel cabinet.
9. Wastepaper receptacle.

These facilities shall be serviced and provided with necessary sanitary supplies.

These facilities shall be for the exclusive use of AGENCY personnel. However, a separate building need not be provided for this purpose if such facilities are located in a separate room in a building which includes other facilities.

8-5 REMOVAL OF FACILITIES. Field offices, laboratories, and bathhouse facilities at the project site shall be removed upon completion of the Work. Buildings and equipment furnished by the CONTRACTOR at the project site under the provisions of this section are the property of the CONTRACTOR.

8-6 BASIS OF PAYMENT. All costs incurred in furnishing, maintaining, servicing, and removing field officers, laboratories, or bathhouse facilities required at the project site shall be included in the bid item for furnishing such facilities. If such facilities are required by the Plans or Specifications and no bid item is provided in the proposal, the costs shall in included in other items for which bids are entered. Such costs incurred in connection with offices and laboratories at plants shall be borne by the plant owners.

SECTION 9 – MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General. Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing and timber shall be considered as being the true length measured along longitudinal axis.

Unless otherwise provided in Specifications, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension. The planimeter shall be considered an instrument of precision adapted to measurement of all areas.

9-1.2 Methods of Measurement. Materials and items of work which are to be paid for on basis of measurement shall be measured in accordance with methods stipulated in the particular sections involved.

9-1.3 Certified Weights. When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Engineer, on a completely automated weighing and recording system. The CONTRACTOR shall furnish the Engineer with duplicate licensed weighmaster's certificates showing actual net weights. The AGENCY will accept the certificates as evidence of weights delivered.

9-1.4 Units of Measurement. Measurements shall be in accordance with 1-4.1 and 1-4.2. a metric ton or "tonne" is equal to 1000 kilograms and the unit of liquid measure is a Liter (in U.S. Standard Measures, a pound is an avoirdupois pound; a ton is 2000 pounds avoirdupois; and the unit of liquid measure is a gallon).

9-2 LUMP SUM WORK. Items for which quantities are indicated "Lump Sum", "L.S.", or "Job", shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

When required by the Specifications or requested by the Engineer, the CONTRACTOR shall submit to the Engineer within 15 days after award of Contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or designated lump sum bid item. This schedule shall equal the lump sum bid and shall be such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

9-3 PAYMENT

9-3.1 General. The quantities listed in the Bid schedule will not govern final payment. Payment to the CONTRACTOR will be made only for actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of 3-2.2.1.

The unit and lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected materials not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

Whenever any portion of the Work is performed by the AGENCY at the CONTRACTOR's request, the cost thereof shall be charged against the CONTRACTOR, and may be deducted from any amount due or becoming due from the AGENCY.

Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the CONTRACTOR's responsibility have not been taken and are not reasonably expected

to be taken, the AGENCY may, after reasonable attempt to notify the CONTRACTOR, cause such precautions to be taken and shall charge the cost thereof against the CONTRACTOR, or may deduct such costs from any amount due or becoming due from the AGENCY. AGENCY action or inaction under such circumstances shall not be construed as relieving the CONTRACTOR or its Surety from liability.

Payment shall not relieve the CONTRACTOR from its obligations under the Contract; nor shall such payment be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or materials to the AGENCY. Responsibility of ownership shall remain with the CONTRACTOR who shall be obligated to store any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as provided in 6-10.

Warranty periods shall not be affected by any payment, but shall commence on the date equipment or material is placed into service at the direction of the AGENCY. In the event such items are not placed into service prior to partial or final acceptance of the project, warranty periods will commence on the date of such acceptance.

If, within the time fixed by law, a property executed notice to stop payment is filed with the AGENCY, due to the CONTRACTOR's failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment to the CONTRACTOR in accordance with applicable laws.

At the expiration of 35 calendar days from the date of acceptance of the Work by the City Council, or as prescribed by law, the amount deducted from the final estimate and retained by the AGENCY will be paid to the CONTRACTOR except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

9-3.2 Partial and Final Payment. The Engineer will, after award of Contract, establish a closure date for the purposes of making monthly progress payments. The CONTRACTOR may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the AGENCY's payment procedure.

From each progress estimate, 5 percent will be deducted and retained by the AGENCY, and the remainder less the amount of all previous payments will be paid. After 50 percent of the Work has been completed and if progress on the Work is satisfactory, the deduction to be made from remaining progress estimates and from the final estimate may be limited to $500 or 5 percent of the first half of total Contract amount, whichever is greater.

No progress payment made to the CONTRACTOR or its sureties will constitute a waiver of the liquidated damages under 6-9.

On not later than the fifth day of every month, the Contractor shall present to the Director of Public Works an invoice covering the total quantities under each item of work that have been completed, from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the Director of Public Works. This invoice shall also include an allowance for the cost of such material required in the permanent work as has been delivered to the site but not as yet incorporated in the work.

On not later than the thirtieth of the month, the City shall, after deducting previous payments made, pay to the Contractor ninety (90) percent of the amount of the invoice. No such estimate or payment shall be required to be made, when, in the judgment of the Director of Public Works, the work is not proceeding in accordance with the provisions of the contract, or when in his or her judgment the total value of the work done since the last estimate amounts to less than three hundred dollars ($300). However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

The CONTRACTOR may substitute securities for any monies withheld by the AGENCY to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

When provided for in the Specifications, and subject to the limitation and conditions therein, the cost of materials and equipment delivered but not incorporated into the Work will be included in the progress estimate.

9-3.3 Delivered Materials. Materials and equipment delivered but not incorporated into the Work may be submitted for payment with Engineer's approval.

9-3.4 Mobilization. When a bid item is included in the Proposal form for mobilization and subject to the conditions and limitations in the Specifications, the costs of work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate, prorated by percentage of work completed or lapsed contract time, whichever is less When no such bid item is provided, payment for such costs will be considered to be included in the other items of work.

SECTION F

SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

SPECIAL PROVISIONS - 700 SERIES
TECHNICAL SPECIFICATIONS

SPECIAL PROVISIONS-700 SERIES
SOUTH MAIN SIDEWALK REPAIR PROJECT
BID NO. 24-03

700 RESPONSIBILITIES OF THE CONTRACTOR

700-1 STAFFING AND RESOURCES

The Contractor commits to providing the manpower and equipment necessary to accomplish the work in the designated contract schedule and time frame. If the Contractor falls behind in the work schedule accomplishment, additional resources shall be provided to return the work to schedule.

700-2 PROJECT SCHEDULE

Contractor shall provide a work schedule to the ENGINEER, in accordance with Section 6-1.2, demonstrating how they will accomplish the work within the allotted working days.

700-3 EMERGENCY INFORMATION

The Contractor shall provide the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

1. Name of authorized representative at the job site.
2. Address and telephone number where the above person can be reached 24 hours a day.
3. Address of the nearest office of the Contractor and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

700-3A SUBMITTALS

The Contractor shall provide the following submittals prior to the preconstruction meeting.

Traffic Control Plan
Emergency Contact List
Project Superintendent
Project Manager
Applicable Storm Water Protection Plan
Subcontractor Request List
Contractor's Equipment List
Submittals included in Technical Sections

700-4 ORDER OF WORK

The following order of work shall be followed unless otherwise agreed upon in writing with the City:

1. Preparation Work including Traffic Control Signage, etc.
2. Demolition and excavation
3. Concrete work
4. Miscellaneous Paving
5. Install posts, signs, handrail
6. Cleanup and Punchlist

700-5 BID ITEM DESCRIPTIONS

700-5.1 BID ITEM 1 – MOBILIZATION

A. Scope of Work
   1. Costs associated to mobilize crew and equipment.
   2. Set up storage yard, fencing, security, etc.
   3. Provide construction water.
   4. Other initial costs not covered by other items of work.

B. Payment
   1. Lump Sum
   2. If lump sum bid item is less than 5% of the total bid:
      a. 75% paid on first progress payment
      b. 25% on second pay estimate
   3. If lump sum bid item is more than 5% of total bid:
      a. 3.75% of bid paid on first pay estimate
      b. 1.25% on second pay estimate
      c. Remainder paid as percentage of work completed.

700-5.2 BID ITEM 2 – TRAFFIC & PEDESTRIAN CONTROL (TPCP)

A. Scope of Work
   1. Preparation of Traffic & Pedestrian Control Plan.
   2. Provide signage, barricades, flagmen, etc.
   3. Install, maintain, and remove as required.

B. Payment
   1. Lump Sum
   2. Prorated by percentage of work completed or elapsed contract time, whichever is less.

700-5.3 BID ITEM 3 – WATER POLLUTION CONTROL PROGRAM (WPCP)

A. Scope of Work
   1. Prepare WPCP by QSD
   2. Implement by QSP
   3. Provide monitoring reports on a weekly basis
   4. Removal of BMP's at catch basins shall be under City supervision

B. Payment
   1. Lump Sum
   2. 50% on Implementation
   3. Remainder based percentage of completion by contract time.

700-5.4 BID ITEMS 4, 5 & 6–R&R SIDEWALK, COMMERCIAL DRIVEWAY, & CROSS GUTTER

A. Scope of Work

1. Includes protection of existing facilities to remain in place, underground utilities and adjacent buildings.
2. Includes excavation and disposal of existing sidewalk or pavement where applicable.
3. Sawcut full depth at conforms.
4. Comply with City of Lakeport Standard Plans 205, 209, 210 and 218.
5. Includes placement of expansion joint, sawcut control joints and caulking as indicated on the plans.
6. Includes all ramping and sloping of sidewalk at curb ramps.
7. Excludes curb and gutter fronting streets.
8. Excludes providing or installing truncated domes.
9. Includes adjustment of utility boxes to grade, except for PG&E.
10. Includes excavation necessary to provide a minimum of 4 inches of aggregate base under the sidewalk and as indicated for other structures.
11. Area includes all sidewalk areas including ADA ramps, etc.
12. Sidewalk, driveway, and cross gutter as measured upon completion per bid item.
13. Excludes 6-inch curb face of either curb or curb and gutter.
14. Includes areas of miscellaneous boxes such as water meter, PRV boxes, monument plaques, etc.
15. Excludes surface area of PG&E vaults.
16. Comply with all ADA requirements and latest Caltrans Standard Details for ADA ramps.
17. Finish grading behind completed sidewalks.

B. Payment

1. Paid by square foot unit price, based on measured dimensions.
2. Excludes area in Bid Item 16.
3. Includes all necessary incidental work to complete in place.

700-5.5 BID ITEM 7 – R&R CURB & GUTTER

A. Scope of Work

1. Includes protection of existing facilities to remain in place, underground utilities and adjacent buildings.
2. Includes excavation and disposal of existing sidewalk or pavement where applicable.
3. Sawcut full depth at conforms.
4. Comply with City of Lakeport Standard Plans 205 and 209
5. Includes placement of expansion joint, sawcut control joints and caulking as indicated on the plans.
6. Preparing subgrade and aggregate base.
7. Forming, placement and finishing of concrete curb and gutter

B. Payment

1. Paid by the lineal foot unit price measured at curb face.
2. Includes cost of pavement restoration.
3. Includes all incidentals necessary to complete in place.

700-5.6 BID ITEM 8 – TRUNCATED DOMES

A. Scope of Work
   1. Providing and installing truncated domes

B. Payment
   1. Paid by the square foot unit price, measured in place.
   2. Includes all incidentals necessary to complete in place.

700-5.7 BID ITEM 9– CURB BEHIND SIDEWALK

A. Scope of Work
   1. Preparing subgrade and aggregate base beneath curb.
   2. Forming, placement and finishing of concrete
   3. Backfill behind curb with topsoil

B. Payment
   1. Paid by the lineal foot unit price measured at curb face.
   2. Includes all incidentals necessary to complete in place.

700-5.8 BID ITEM 10– EXCAVATION (F)

A. Scope of Work
   1. Provide construction staking sufficient to provide control of elevations and limits of excavation.
   2. Excavate bank from roadway to the limits indicated on the plans.
   3. Exported clean soil shall go to the City of Lakeport Recycle Yard off of Hwy 175. Mixed materials shall be disposed of at a legal location at the Contractor's expense.
   4. At the completion of the project, or at interim intervals if required by the City, the disposal areas shall be uniformly graded to restore drainage.
   5. Installation of permanent erosion control requirements as indicated in WPCP will be paid under this item. Minimum requirements include hydroseeding and two rows of straw rolls. Erosion control shall be placed within two weeks after completion of the concrete work, or sooner if indicated by forecasted rain event.

B. Payment
   1. Paid for by cubic yard of material removed. This is a final quantity pay item.
   2. Paid on completion of work, including permanent erosion control as indicated.

700-5.9 BID ITEM 11 & 12 – MISC PAVING (6" AND 2")

A. Scope of Work
   1. Placement of HMA to conform to new concrete facilities as indicated on plans.
   2. Includes 2-feet of HMA pavement replacement in front of gutters and cross gutters as shown on plans. Sawcut existing pavement 24 inches from the new gutter lip. Excavate pavement to 6-inch depth. Pave back with HMA in two lifts. Minimum top lift thickness shall be 2 inches, maximum of 3 inches.

3. The work includes excavation of existing paving and underlying materials and soils, regrading as indicated on the plans, and placement of HMA.

B. Payment

1. Paid at the unit price per square foot.
2 Includes cost of materials including base rock for grade adjustment and HMA.
3. Includes all incidentals necessary to complete in place.

700-5.10 BID ITEM 13– REMOVE STUMPS

A. Scope of Work

1. Remove stump and roots to a minimum of 24 inches in depth.
2. Backfill with native soils from excavation area and compact to 85% relative compaction at optimum moisture.
3. Includes disposal of material and protection of surrounding facilities.

B. Payment

1. Paid per each stump at completion of work.
2. Includes all incidentals necessary to complete in place.

700-5.11 BID ITEMS 14 – HMA DIKE (TYPE E)

A. Scope of Work

1. Placement and finishing of asphalt dike.
2. Backfill behind dike with approved material as needed.

B. Payment

1. Paid by the lineal foot unit price measured at the face of the dike, as measured in place.
2. Includes all HMA materials and incidentals necessary to complete in place.

700-5.12 BID ITEM 15 –RELOCATE STOP SIGN AND POST

A. Scope of Work

1. Install 2-1/2” galvanized pipe sleeve for post in sidewalk.
2. Salvage and install post and signs.
3. Comply with City sign standards 701-708.

B. Payment

1. Paid for each location at unit price.
2. Includes all incidentals necessary to complete in place.

700-5.13 BID ITEM 16 – RAMP, LANDING & HANDRAIL

A. Scope of Work

1. Demolition and excavation as necessary.
2. Includes base rock under ramp and landing.
3. Includes handrail and installation.
4. Construct in conformance with current ADA requirements.

B. Payment

1. Paid by lump sum for entire work.
2. Includes all incidentals necessary to complete in place.

701 TRAFFIC & PEDESTRIAN CONTROL

The Contractor shall prepare traffic and pedestrian control plans for the work in compliance with CA MUTCD and have it reviewed by a qualified professional. The Contractor shall be responsible for all aspects of traffic and pedestrian control. The Contractor shall supply, place, and maintain all necessary traffic control devices during construction in accordance with the applicable requirements of the City of Lakeport, the California Manual of Uniform Traffic Control Devices, and the traffic control plans approved by the City.

The Contractor shall submit traffic and pedestrian control plans to the Engineer for approval five (5) working days prior to the pre-construction meeting. Traffic control plans shall conform to the requirements above.

Payment for Traffic and Pedestrian Control shall be made under the lump sum item for "Traffic & Pedestrian Control". The payment for this item shall include all costs associated with providing traffic control and public safety, prorated by percentage of work completed or elapsed contract time, whichever is less.

702 DEMOLITION, SITE PREPARATION AND GENERAL REQUIREMENTS

702-1 GENERAL

702-1.1 SUMMARY

A. Includes But Not Limited To:
   1. Demolish and remove portions of existing site facilities as described in Contract Documents. Salvage as indicated on the plans. Backfill as indicated.
   2. Protection of existing facilities
   3. Repair, cleaning and restoration

702-1.2 SUBMITTALS

A. Provide technical submittals as required in each section.

702-1.3 SCHEDULING

A. Include on Construction Schedule detailed sequence of individual site demolition operations including any road closures.
B. Coordinate with Owner for equipment and materials to be removed or reset by Owner or others, where necessary.

702-1.4 TEST METHODS

A. Maximum Laboratory Density – either CT 216 or ASTM D1557.
B. Nuclear Gauge – ASTM D6938

702-2 PRODUCTS

A. Controlled Low Strength Material (CLSM) conforming to the following:
   1. Contains maximum of 94 lbs. of cement per yard.
   2. Compressive strength between 75 and 150 psi at 28 days.

3. Fly ash is permitted.
4. Air entrainment additives for workability

B. All backfill in pavement areas including for storm drains; sewer lines and laterals; water lines and services; electrical lines, and in front of completed gutters shall be CLSM.

C. Bedding - Sand bedding shall be used for all utility lines under the sidewalk. A minimum of 3 inches of sand bedding shall be used over the pipe or conduit.

D. Class 2 Aggregate Base
1. Shall conform to 2022 Caltrans Standard Specifications Section 26
2. Shall have a minimum dry unit weight based on ASTM D 1557 of 135 pcf.
3. Shall be used under all sidewalks, curbs and gutters per plan details.
4. Shall be used in all other areas as specified.

702-3 EXECUTION

702-3.1 EXAMINATION

A. Examine site to determine extent of work necessary to isolate work to be removed from work to remain. If separation procedure is unclear, request clarification from Owner's Agent at least 2 working days in advance of demolition.

702-3.2 PREPARATION

A. Notify corporations, companies, individuals, and local authorities owning utilities within the project area.

B. Disconnect electrical wires and feeds in such a manner that accidental re-energization cannot occur.

C. Protect and maintain conduits, drains, sewers, pipes, and wires that are to remain.

D. Contractor shall be responsible for protecting existing facilities.

E. Protection – protect all buildings and existing features from damage.

F. Spillage -
1. Avoid spillage by covering and securing loads when hauling on or adjacent to public streets or highways.
2. Remove spillage and sweep, or otherwise clean project, streets, and highways.

G. Dust Control -
1. Take precautions necessary to prevent dust nuisance, both on-site and adjacent to public and private properties.
2. Correct or repair damage caused by dust.

H. Existing Plants and Features - Do not damage tops, trunks, and roots of existing trees and shrubs on site which are intended to remain. Do not use heavy equipment within branch spread. Interfering branches may be removed only with permission of Owner's Agent. Do not damage other plants and features which are to remain. Any damaged plants or features shall be replaced at the contractor's expense.

I. If specified precautions are not taken or corrections and repairs made promptly,

Owner may take such steps as may be deemed necessary and deduct costs of such from monies due to Contractor. Such action or lack of action on Owner's part does not relieve Contractor from responsibility for proper protection of the Work.

J. Contractor shall comply with all local, state, and federal storm water protection regulations.

K. Obtain Construction Water
   1. Submit Utility Application to City of Lakeport with fees.
   2. Hydrant meter be placed by City at location of contractor's choice.
   3. Pay all deposits, permits, fees and invoices.
   4. Other sources other than City water may be used only as authorized by Engineer.

702-3.3 NOISE CONTROL

A. Use lowest available noise equipment designed for noise control.

B. Monitor noise to assure compliance with City of Lakeport Noise ordinance for project.

C. Minimize backup alarm use.

702-3.4 PERFORMANCE

A. Execute work in an orderly and careful manner, with due consideration for residences and the public.

B. Carefully remove, disassemble, or dismantle as required, existing items to be reused in completed work, and store in approved location at storage yard or City Recycling Yard off of Highway 175 as determined by the Engineer.

C. Concrete and Paving removal: Full depth saw cut joints between material to be removed and material to remain. All sawcuts shall be to nearest score mark and perpendicular to travelled way in roadway.

D. Existing concrete site elements or pavement damaged during demolition or work shall be re-saw cut and replaced in accordance with the plans and specifications at Contractor's expense. Replacement of damaged material shall be performed in accordance with the project plans and these specifications.

E. Disposal
   1. Concrete, Aggregates, Native Soil and Pavement
      a. Separate materials
      b. Contractor is responsible for disposing of all material in a legal manner at his expense.
      c. <u>If agreed to by the City</u>, transport to City site indicated during the same work period as removed.
      d. Provide loader to push up materials daily or more often if necessary to maintain clean and orderly stockpile at disposal site.
      e. City has the right to reject material.
   2. If hazardous materials are encountered refer to the General Conditions.

F. Backfill

1. Backfill holes made due to removal with CLSM
2. Alternative backfill methods may be used if approved by the Engineer in writing prior to work performance.

H. Site Maintenance
1. Broom clean all remaining surfaces immediately after demolition and removal of debris. Maintain broom clean condition.
2. Maintain all storm water protection measures.

702-3.5 REPAIR/RESTORATION

A. Adjust existing covers, boxes, and vaults to grade per plans.
B. Replace broken or damaged covers, boxes, and vaults.
C. Site cleaning immediately prior to acceptance:
1. All surfaces shall be broom clean and free from any accumulation of debris.
2. Clean tack coat from concrete surfaces. Tack coat within 1 inch of pavement on curbs or gutter is not required to be cleaned.
3. Remove all traffic control devices, excess materials, debris and signage from site.
4. Remove all debris and sediment from the existing storm drain structures.
5. Replace any disturbed landscaping. Backfill planters with clean topsoil and replace surface dressing or mulch in kind.
6. Remove all concrete debris and splatter.
7. Clean all inlets within project area immediately prior to final inspection.

702-4 PAYMENT

A. Included in various bid items.

703 CONSTRUCTION STAKING

703-1 GENERAL:

A. The City will provide construction staking at Locations 4 and 7.
B. At all other locations, Contractor shall provide layout to match existing. No formal survey required.

704 CONCRETE WORK

704-1 GENERAL

704-1.1 SUMMARY

A. Includes But Not Limited To
1. Compact subgrade for cast-in-place concrete site elements.
2. Furnish and install base for cast-in-place concrete site elements.
3. Furnish and install expansion joints and concrete joint sealant (caulking).
4. Detectable Warning Surfaces

704-1.2 REFERENCES

A. 2010 Caltrans Standard Specifications

B. Applicable ASTM Standards

704-1.3 DELIVERY, STORAGE, AND HANDLING

A. Reinforcing steel shall be free of heavy rust scales and flakes, or other coating at time of delivery and placing. Properly protect rebar on site after delivery.

704-1.4 SUBMITTALS

A. Concrete Mix Designs

B. Quality Assurance/Control

Delivery Tickets - Require mix plant to furnish delivery ticket for each batch of concrete. Keep delivery tickets at job-site for use of Owner or representatives. Tickets shall show following:

Name of ready-mix plant

Serial number of ticket

Date and truck number

Name of Contractor

Name and location of Project

Specific class or designation of concrete in conformance with the specifications.

Class or designation shall match mix approved mix design.

Amount of concrete

Time loaded

Type, name, and amount of admixtures used.

Amount and type of cement

Total water content including water added on site

Sizes and weights of sand and aggregate

C. CLSM

D. Safety treads

E. Detectable Warning Surface

704-2 PRODUCTS

704-2.1 MATERIALS

A. Formwork

1. Material: Wood, metal or plastic
2. Size – as required.
3. Straight Runs - 2-inch nominal minimum thickness.
4. Curves - laminated to 3/4-inch minimum thickness.
5. Depth - Within 2 inches of specified depth.
6. Staking - 2 foot maximum spacing.

B. Aggregate Base -

1. 3/4-inch Class 2 Aggregate per Section 26 of Caltrans Standard Specifications.

2. Comply with 702-2.D

C. Controlled Density Fill-
   1. Comply with 702-2.A

D. Expansion Joints
   1. Manufactured commercial fiber type meeting requirements of ASTM D 1751 and 1/2 inch thick. Asphalt impregnated commercial fiber shall be provided against all buildings as noted in plans.

E. Concrete Reinforcing Steel
   1. Grade 40 or 60 deformed bars.

F. Concrete
   1. Type I/II Cement
   2. All concrete unless otherwise specified
      a. 1" maximum aggregate size.
      b. 5 sack minimum.
      c. 2,500 psi in 28 days.
      d. 4-inch maximum slump.

G. Safety Treads (edge warning) –
   1. Wooster Products Inc. Type 231 complying with latest addition of UBC for placement and color.
   2. Warning strip on top and bottom steps to differ in color from intermediate stair treads.

H. Detectable Warning Surface -
   1. Tactile warning dots per Section 11B-705.1 of the most recent edition of the California Building Code.
   2. 36” width.
   3. Durable, slip resistant material with a surface texture composed of raised, truncated domes in a staggered pattern with a diameter of nominal 0.9” at the base tapering to 0.45” at the top, a height of nominal 0.2”, and a center spacing of nominal 2.35”.
   4. Color as specified on plans. If no color is specified, color shall be Colonial Red. It shall provide 70% minimum contrast with adjacent walking surface per CBC 11B-705.1.1.3.2.
   5. “Set-in-concrete’ system required (No glued & screwed mat systems installed after finished concrete)
   6. Acceptable Products (in colonial red):
      a. “Wet-Anchor Box” by Disability Devices, Inc. http://www.disabilitydevices.com/Offset_Dome_Tactile_Warning_Mat.html
      b. “Cast-in-Place System” by Armor-Tile. http://www.armor-tile.com/truncateddomes/surface-applied-systems.htm
      c. Approved equal by Owner’s Agent prior to bidding.

I. Joint Sealant
   1. Sika 2c SL Joint Sealant – Limestone Grey
   2. Deck of Seal Gun Grade Joint Sealant – Grey

3. Or Equal approved prior to Bid

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704-3 EXECUTION

704-3.1 PREPARATION

A. Survey and stake concrete work to indicate location and elevations.
   1. Layout ADA ramps to assure compliant slopes and transitions to existing sidewalks.
   2. Locate sign post sleeves.
B. Subgrade
   1. Fine grade to elevations required by Contract Documents with allowances for required concrete and aggregate base thickness.
   2. Compact to 90 percent relative compaction at optimum moisture +/- 2 percent.
C. Aggregate Base
   1. Place required thickness.
   2. Fine grade to elevations on drawings with allowances for required concrete thickness.
   3. Compact to 90 percent relative compaction at optimum moisture +/- 2 percent.
D. Protection of Existing Facilities
   1. Existing hardscape surfaces shall be protected with tape and plastic sheeting.
E. Complete All Underground Work Prior to Sidewalk Installation

704-3.2 INSTALLATION

A. Site Tolerances
   1. Vertical
      a. Subgrade +/- 0.02 feet high.
      b. Aggregate Base +/- 0.02 feet high.
      c. Finish Concrete +/- 0.02 feet.
   2. Horizontal
      a. General Finish Concrete - +/- 0.04 feet.
      b. Required Widths - 0.00 to +0.04 feet.
   3. Layout
      a. Horizontal dimensions shall be within +/- 0.04 feet.
   4. Exterior Accessible Travel Paths

a. Slopes shall be per plan.
b. Landings, Ramps, Crosswalks, Sidewalks, and other Pedestrian Travel Paths Cross slopes – As designated, generally 1.5% with 2% maximum.
c. Sidewalks – 5.0% or less longitudinal slope.
d. Ramps – As designed with maximum 8.33% or less longitudinal slope.
e. Maximum vertical distance between landings - 30 inches.
f. Variations in stairs
1) Consecutive steps-
Treads -1/4-inch, 11-inch minimum width.
Risers - 1/4-inch, 4-inch minimum, 7-inch maximum.
2) Flight of stairs -
Treads -3/8 inch.
Risers - 3/8 inch.

5. Forms
a. Vertical surfaces shall be formed to within 2 inches of subgrade.
b. Gaps between forms shall not exceed 1/4".

6. Joints
a. All joints shall be located per plan layout
b. Align joints of sidewalk and curb and gutter.

7. Expansion Joints with joint material
a. Spacing - as shown on plans
b. Full depth of sidewalk, curbs, gutters, pads, etc.
c. If reinforcement required, rebar to extend through expansion joint material.
d. Place at corner of curb and curb & gutter.
e. Install so top of expansion joint material is 3/8 to 1/2 inch below finished concrete surface.
f. No expansion joint required between curbs and walks parallel to curb.
g. Provide expansion joint at end of walks perpendicular to and terminating at curb.
h. Provide expansion joint between concrete work and buildings. Construct per plan details including preparation of existing building finishes.
i. Expansion joints shall be installed at conform with existing concrete surfaces.
j. Seal Joints in accordance with Manufacturer's application instructions.

8. Contraction Joints

a. Locations on indicated on plans. If not shown, per below:
b. Spacing -
1) Sidewalks, Curbs, and Curb & Gutter - 5 feet on center.
2) Flat Drainage Structures - 8 feet on center.
c. Contraction Joint Depth
1) 1-1/2-inch minimum depth.
2) 1/4 to 1/3 concrete thickness.
d. Location
1) Align sidewalk and curb and/or gutter.
2) Place at all inside corners.
3) At square utility boxes, place contraction joints at each corner.
4) At round utility boxes, place joint through center to nearest edges of concrete.
5) Spacing may be increased or decreased to 8 feet to accommodate utility boxes.
e. Type
1) Tooled joint up to 6" concrete depth. Tooled joint required for all sidewalks. Saw cuts not allowed. Tooled joint may be deepened with saw cut within 24 hours of concrete placement if necessary.
2) Saw cut or parting strip for concrete depths over 6 inches. All saw cuts shall be made within 24 hours of concrete placement.
f. Edge Warning, Stair Treads, etc. - Precut and place prior to concrete placement where practical in accordance with manufacturer's recommendation.
g. Crack Repair - Cracks resulting from failure to comply with requirements will require removal and replacement of entire panel or section of concrete to adjacent contraction joints.

B. Finish

1. Curb, Gutter, Slabs, Mow Strips, Flat Drainage Structures, And Miscellaneous -
a. Light Broom finish.
b. Round edges including edges formed by expansion joints.
c. Remove edger marks.
2. Sidewalk
a. Unless specified otherwise on plans, sidewalks shall have a light broom finish with the following requirements:
b. Round edges including edges formed by expansion joints.
c. Remove edger marks.
3. Curb Faces -

a. Remove forms as soon as practical.
b. Fill voids with fresh concrete if necessary.
c. Finish face full depth with smooth steel trowel finish.
d. Remove any excess concrete beyond form line at bottom of curb face at time of finishing.

4. Walls -
   a. Immediately after removing forms, remove joints, marks, bellies, projections, loose materials, and cut back metal ties from surfaces to be exposed.
   b. Fill up voids with cement mortar, 1:2 mix, and rub exposed surface with carborundum to smooth, even surface.
5. Ramps - Medium broom finish transverse to direction of travel on ramp.

C. Special Requirements
1. Form vertical surfaces full depth. Do not allow concrete to flow out from under forms in any degree. Remove any excess concrete beyond form face immediately after forms removed.
2. Sidewalks, Exterior Stairs, and Landings -
   a. Slope to drain.
      1) Slope sidewalks with cross slope of 1 percent minimum to 2 percent maximum in direction of intended drainage.
      2) Slope sidewalks away from building one percent minimum.
      3) Dusting with cement not permitted.
      4) Adding water during finish not permitted.

D. Detectable Warning Surfaces -
1. 36-inch minimum width, length per plan.
2. Surface flush with adjacent concrete.
3. Construct with no significant voids under insert.
4. Install warning surface in accordance with manufacturer's recommendations.
5. Assure compliant ADA slopes on panel and adjacent concrete.

704-3.3 FIELD QUALITY CONTROL

A. Inspection - Do not place concrete unless inspection has been made of formwork and inspector is present.

704-4 PAYMENT

A. See various bid items.

705 EXCAVATION

705-1 GENERAL

705-1.1 SUMMARY

A. Includes But Not Limited To

1. Excavation of native materials at Location 4, off haul and disposal of materials, and placement of permanent erosion control as indicated in bid items.
2. Excavation required for all other items including concrete and paving work shall be paid under the appropriate bid item and shall not be included in this bid item.
3. Staking shall be provided by the City.

B. Related Sections
1. Work Specifications shall comply with the latest addition of the California Manual of Uniform Traffic Devices (CAMUTCD)
2. Section 19-2.03 of the 2022 Caltrans Standard Specifications.

705-1.2 SUBMITTALS
A. Seed mix for permanent erosion control
B. Straw
C. Fiber Rolls

705-2 PRODUCTS
A. Seed
1. Hold fast Native blend: 20% annual Brome, 30% perennial Brome, 15% Ca poppy, 15% 3 weeks fescue, 15% blue wild Rye and 5% Lupine.

B. Straw
1. Straw must be stalks from wheat, rice, or barley furnished in air-dry condition with a consistency compatible for application with commercial straw-blowing equipment. Wheat and barley straw must be derived from irrigated crops.
2. Straw must be free of plastic, glass, metal, rocks, and refuse or other deleterious material.
3. Straw must not have been used for stable bedding.

C. Fiber Rolls
1. Fiber roll must be a pre-manufactured roll filled with rice or wheat straw, wood excelsior, cotton, or coconut fiber. Fiber roll must be covered with biodegradable jute, sisal, wood fiber, cotton, or coir fiber netting secured tightly at each end and must be one of the following: 8 to 10 inches in diameter and at least 1.1 lb/ft.
2. Fiber roll must have a minimum functional longevity of 1 year.

705-3 EXECUTION

705-3.1 PREPARATION

A. Before applying erosion control materials, verify that finished grades comply with the specifications for grade, compaction, and finish in Section 19 of the 2022 Caltrans Standard Specifications.
B. Remove and dispose of trash, debris, and weeds in areas to receive erosion control materials.
C. Remove and dispose of loose rocks larger than 2-1/2 inches in maximum dimension unless otherwise authorized.
D. Apply erosion control materials within 24 hours after the final preparation of the erosion control areas.

705-3.2 DRY SEED

A. Apply dry seed and fertilizer 1-1/2 lbs per 1,000 square feet after job site preparation. Scarify areas to a minimum depth of 1 inch. Apply and incorporate materials into the soil to a maximum depth of 1/4 inch by dragging or raking.

705-3.3 STRAW

A. Apply straw by spreading it uniformly without clumping or piling at the rate of ½ to 1 pound per square foot (approximately 50 to 100 sf per small bale), based on slope measurements. Apply straw the same day as seeding. Once straw work is started in an area, apply all materials for that area in the same work shift. The soil should be covered with little bare soil showing, but there shouldn't be so much mulch that it smothers the seeds.

705-3.4 FIBER ROLLS

A. Install fiber rolls behind the sidewalk curb and at the top of the bank. The fiber roll at the top of the bank shall be approximately parallel to the slope contour and shall not vary more than +/- six inches from horizontal.
B. Place in a furrow that is from 2 to 4 inches deep.
C. Fasten with wood stakes every 4 feet along the length of the fiber roll.
D. Fasten the ends of the fiber roll by placing a stake 6 inches from the end of the roll.
E. Drive the stakes into the soil so the top of the stake is less than 2 inches above the top of the fiber roll.

706-708 *Not Used*

709 HOT MIX ASPHALT (HMA)

709-1 GENERAL

709-1.1 SUMMARY

A. Includes But Not Limited To
    1. Prepare pavement sub-grade to receive paving.

2. Furnish and install hot-mix asphalt for pavement repairs, leveling course and surface course.
3. Complete HMA Paving as provided in Section 39 of 2010 Caltrans Standard Specifications, Section 39- 1 General, Section 39-2 Standard Construction, and Section 39-Method Construction Process and as amended herein.

709-1.2 REFERENCES

A. Abbreviations and Acronyms
   1 HMA – Hot Mix Asphalt
   2. JMF – Job Mix Formula
   3. QA – Quality Assurance Inspection and/or testing by Owner
   4. QC – Quality Control Inspection and/or testing by Contractor
   5. RAP – Reclaimed Asphalt Pavement

B. Reference Standards
   1. ASTM - American Society of Testing and Materials or ASTM International
   2. CT – Caltrans Test
   3. 2010 Caltrans Standard Specifications Section 39
   4. AASHTO – American Association of State Highway and Transportation Officials

709-1.3 ADMINISTRATIVE REQUIREMENTS

A. Pre-installation Meeting
   1. Contractor shall schedule a pre paving meeting no more than 5 working days nor less than 2 working days prior to first paving day.
   2. Attendees at the pre paving meeting shall include but not be limited to:
      a. Owner's Representative
      b. Paving Foreman

B. Sequencing
   1. Contractor shall sequence the work to minimize cold joints.
   2. Contractor shall sequence the work to prevent paving operations damaging new pavement.
   3. Contractor shall not commence paving until all Storm Water protection BMPs have been installed.
   4. Parking areas shall be paved concurrently with through lanes

709-1.4 SUBMITTALS

A. HMA JMFs
   1. Submit a JMF for each mix to be used. JMF shall be submitted on Caltrans CEM 3511 and CEM 3512 forms. If JMF is verified by Caltrans, submit CEM 3513.

709-1.5 CLOSEOUT SUBMITTALS

A. Delivery Tickets
   1. Submit delivery tickets for all mix used on the project at the end of each paving day. Tickets shall be organized by mix type and in sequential date order for that mix type.

709-1.6 PROJECT CONDITIONS

A. Project Environmental Requirements
   1. Do not perform work during following conditions:
      a. Ambient, base, or pavement temperature below 50 degrees F.
      b. Presence of free surface water or damp pavement.
      c. Unstable grade as demonstrated by proof rolling with a minimum of a 10 wheeler truck.
      d. Over-saturated base and sub-base materials.

709-2 PRODUCTS

709-2.1 MATERIALS

A. Tack Coat
   1. Tack coat on existing or new pavements shall be utilized and will be emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h and shall conform to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.
   2. Paving binder shall not be used as a tack coat for other than geotextile paving fabrics and or mats.
   3. Tack coat for geotextile paving fabric shall be PG70-10.

B. Mixes
   1. The HMA shall be ½" Type A HMA in accordance with the current Caltrans Standard Specifications with the following modifications:
      a. The mix shall contain 25% reclaimed asphalt pavement (RAP).
      b. The binder shall be PG 64-16. No binder bump shall be allowed. A JMF with a binder bump shall be acceptable without further testing.
      c. Binder content shall be adjusted to 3.5% air voids.

709-3 EXECUTION

709-3.1 EXAMINATION

A. Contractor shall visit the site to:
   1. Verify that all underground utilities and facilities are complete, including required testing.
   2. Verify that underlying aggregate base and or native soil subgrade has been properly prepared and tested.
   3. Verify that paving subgrade is firm and unyielding.
   4. Verify Sub-Grade is 0.00 inches high. Measure using string line from curb to curb, gutter, flat drainage structure, or grade break.
   5. Verify ADA compliance at paving subgrade
      a. All grades within ADA travel paths at the subgrade level are below 2.0% maximum slope cross slope and not greater than 5.0% in longitudinal grade.
      b. Verify that all grades within the ADA parking and unloading zones are below 2.0% maximum slope in any direction.

B. Examine landscaping and tree canopies for potential damage due to paving operations
   1. Contact City 48 hours in advance if any tree limbs need removal. City will perform work.

C. Notify City representative of any non-compliance issues. Do not pave until issues resolved or directed in writing to proceed.

709-3.2 PREPARATION

A. Protect existing facilities
   1. Existing landscaping including ground cover, shrubs and tree limbs.
   2. Existing buildings and structures
   3. Protect storm drain systems
   4. Do not clean or wash equipment onsite
   5. Place protective covers over existing pavement or paving subgrade under all motorized paving equipment.

709-3.3 APPLICATION

A. Site Tolerances
   1. Apply HMA paving in single lift up to 3 inches thick minimum after compaction, except where shown thicker on Drawings. Paving thicker than 3 inches may be applied in two or more lifts with a minimum lift thickness of 1-3/4 inches thick.
   2. Paving adjacent to cast-in-place concrete site elements shall be between 1/4 inch higher than concrete and flush with concrete.
   3. Thicknesses
      a. Average pavement thickness shall equal design thickness
      b. For total HMA thicknesses less than 4 inches in thickness, the minimum thickness shall be minus ¼ inch from the design thickness.
      c. For total HMA thickness 4 inches and greater, the minimum thickness shall be minus ½ inch from the design thickness.

B. Tack Coat
   1. Tack coat shall be applied to every vertical face of concrete to be paved against. including gutters and swales.
   2. Protect concrete above paving line with masking or shield. Clean all tack coat on concrete more than 1 inch above pavement surface.
   3. Brush application allowed
   4. Tack coat application shall be reapplied between paving layers if tack coat application becomes damaged due to scraping by equipment or dust.

C. Digouts
   1. All of the digouts may be paved and compacted in a single lift.
   2. A self-propelled paver is not required.

D. Pavement Reinforcement Mat
   1. Install in accordance with manufacturer's application guide.
   2. Do not install more grid than can be covered with HMA paving work shift.

E. HMA Installation
   1. Use self-propelled laydown machine for all surface courses. Base courses for dig outs or stabilization areas may be placed with a grader or skip loader.
   2. Heat joints if laid more than 3 hours previously.
   3. Compaction – Leveling Course
      a. Comply with Method Construction Process requirements for passes, equipment type and temperatures
      b. Pneumatic tired roller with full time operator required.
      c. Only one steel wheel roller with full time operator required.
   4. Compaction – Base R&R and Surface Course

a. Compact HMA 91.0% of Theoretical Maximum Density per AASHTO T209.

b. Compact handwork areas simultaneously with breakdown rolling. Compact with hand tamps, vibraplates or other means that will provide density and a smooth surface. Failure to keep hand compaction areas concurrent with breakdown rolling shall be cause to stop paving until handwork compaction catches up to breakdown rolling.
c. Roll with powered equipment capable of obtaining specified density and smoothness.
d. Execute compaction so visibility of joints is minimized. Complete finish rolling to improve asphalt surface as soon as possible after intermediate rolling and while HMA is above 140 ^{0}F surface temperature.

5. Finish
   a. Surface shall be uniform with no 'birdbaths'. Leave finished surfaces clean and smooth. Variations from specified grades shall not exceed 1/4 inch (0.02 feet). When tested with 10 foot straight edge, surface of complete work shall not contain irregularities in excess of 1/4 inch.
   b. Completed surface shall match the texture of the machine laid mat. Areas worked by raking shall have coarse aggregate removed rather than pushed back onto the mat. Any areas of coarse or segregated surface shall be remedied immediately and prior to finish rolling. Failure to comply with this provision shall cause all paving to stop until mat surface corrections are performed.

709-3.4 PROTECTION

A. Protect completed pavement from damage
   1. Equipment and material storage.
   2. Fuels or solvents of any kind
   3. Staining from landscape material storage, installation or runoff.

709-4 PAYMENT

A. Paid under bid items 11 & 12.

710-711 *Not Used*

712 SITE METAL

712-1 GENERAL

712-1.1 SUMMARY

A. This section includes fabrication and installation of galvanized handrails and related hardware as indicated on plans and as specified herein.

712-1.2 SUBMITTALS

A. Product Data: Submit manufacturer's product specifications and installation instructions for products and processes used in site metal, including finishes and grout.

B. Shop Drawings: Submit shop drawings for fabrication and erection of handrails. Include plans, elevations and details of fittings, connections and anchorages to other work. Provide templates for anchor and bolt installation by others.

712-1.3 QUALITY ASSURANCE

A. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

712-1.4 SYSTEM PERFORMANCES

A. Structural Performances: Provide metal assemblies which, when installed, comply with the following minimum requirements for structural performance, unless otherwise indicated.

B. Handrails and Toprails: Capable of withstanding the following loads applied as indicated:

1. Concentrated load of 200 pounds applied at any point in any direction.
2. Uniform load of 50 pounds per linear foot applied simultaneously in both vertical and horizontal directions.

712-2 MATERIALS

712-2.1 PRODUCTS

A. Steel

1. Pipe: 1-1/4" Schedule 40, galvanized steel pipe.

B. Non-Shrink Non-Metallic Grout: Premixed, factory-packaged, non-staining, non-corrosive, non-gaseous grout complying with CE CRD-C621. Provide grout specifically recommended by manufacturer for interior and exterior applications of type specified in this section.

C. Welding Electrodes and Filler Metal: Provide type and alloy of filler metal and electrodes as recommended by producer of metal to be welded, and as required for color match, strength and compatibility in fabricated items.

D. Fasteners: Use fasteners of same basic metal as the fastened metal, unless otherwise indicated. Do not use metals which are corrosive or incompatible with materials jointed.

1. Provide concealed fasteners for interconnection of handrail and railing components and for their attachment to other work, except where otherwise indicated.
2. Provide Phillips flat-head machine screws for exposed fasteners unless otherwise indicated.

E. Anchors and Inserts: Provide anchor of proper type, size and material for type of loading and installation conditions shown, as recommended by manufacturer, unless otherwise indicated. Use non-ferrous metal of hot-dipped galvanized anchors and inserts for exterior locations and elsewhere as required

for corrosion resistance. Use toothed steel or lead expansion bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

F. Galvanizing Repair Paint: High zinc dust content paint for regalvanizing welds in galvanized steel, complying with Military Specification MIL-P-21035 (ships).

712-2.2 FABRICATION

A. General: Fabricate all metal items to design, dimensions and details shown. Provide metal members in sizes and profiles indicated, with supporting posts and brackets of size and spacing shown, but not less than required to support the design loading indicated.

B. Welded Connections: Fabricate handrails, fencing, gates, and utility roof of materials indicated below for interconnections of members by welding. Preassemble railing units in shop to maximum extent practicable and consistent with shipping and handling limitations. Perform welding to comply with applicable AWS specifications, using method appropriate for metal and finish indicated. Grind exposed welds smooth and flush to match and blend with adjoining surfaces.

1. Provide welded connections for ferrous pipe handrails, fencing, gates, and utility roof.

C. Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain profile of member throughout entire bend without buckling, twisting or otherwise deforming exposed surfaces of handrail and railing components.

D. For exterior handrails, fencing, gates, utility roof, and those exposed to moisture from condensation or other sources, provide weep holes or other means for evacuation of entrapped water in hollow sections of railing members.

E. Brackets, Flanges, Fittings and Anchors: Provide manufacturer's standard wall brackets, flanges, miscellaneous fittings and anchors for interconnection of handrail and railing members to other work, unless otherwise indicated. Furnish inserts and other anchorage devices for connecting handrails and railing to concrete or masonry work. Fabricate and space anchorage devices as indicated and as required to provide adequate support. Coordinate anchorage devices with supporting structure.

1. For posts set in concrete provide sleeves of galvanized steel, not less than 6 inches long and with inside dimensions of approximately 1/2 inch greater than outside dimensions of post. Provide galvanized steel plate closure welded to bottom of sleeves, make closure 1 inch greater in length and width than outside dimensions of sleeve.

712-3 EXECUTION

712-3.1 EXAMINATION

A. Installer must examine the areas and conditions under which handrails, fencing, and gates are to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

712-3.2 PREPARATION

A. Coordinate setting drawings, diagrams, templates, instructions and directions for installation of anchorages such as sleeves, concrete inserts, anchor bolts and miscellaneous items having integral anchors which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

B. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for adjustments during installation where taking field measurements before fabrication might delay work.

712-3.3 INSTALLATION

A. General

1. Fit exposed connections accurately together to form tight, hairline joints.
2. Perform cutting, drilling and fitting required for installation of handrails and railings. Set work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels. Do not weld, cut or abrade surfaces of handrails and railing components which have been coated or finished after fabrication, and are intended for field connection by mechanical means without further cutting or fitting.
3. Field Welding: Comply with applicable AWS specification for procedures of manual shielded metal-arc welding, for appearance and quality of welds made, and for methods used in correcting welding work. Weld connections which are not to be left as exposed joints, but could not be shop welded because of shipping size limitations. Grind exposed joints smooth and touch-up shop paint coat.
4. Adjust handrails, fencing, and gates prior to anchoring to ensure matching alignment at abutting joints. Space posts at interval indicated or, if not indicated, as required by design loadings.

B. Anchoring Posts

1. Anchor posts in concrete by means of sleeves preset and anchored into concrete. After posts have been inserted into sleeves, fill annular space between posts and sleeve solid with non-shrink, non-metallic grout, mixed and placed to comply with grout manufacturer's directions.
    a. Leave anchorage joint exposed; wipe off excess grout and leave 1/8-inch build-up, sloped away from post. For installation exposed on exterior or to flow of water, seal grout to comply with grout manufacturer's directions.

712-3.4 ADJUST AND CLEAN

A. Protect finishes of railings and handrails from damage during construction period by use of temporary protective coverings approved by railing manufacturer. Remove protective covering at project completion or when directed by City's representative. Restore finishes damaged during installation and construction period so that no evidence remains of correction work. Return items which cannot be refinished in the field to the shop; make required alterations and refinish entire unit or provide new units as required.

712-4 PAYMENT

A. The contract unit prices indicated in the bid schedule shall apply to this work.

713-719-*Not Used*

720 PROJECT SIGNAGE

720-1 GENERAL

720-1.1 SUMMARY

A. Includes But Not Limited To
   1. Furnish and install new sign post bases in sidewalk as indicated on the plans.
   2. Salvage post and signage.
   3. Relocate as indicated on the plans.

B. Related Sections
   1. Work Specifications shall comply with the latest addition of the California Manual of Uniform Traffic Devices (CAMUTCD)
   2. Comply with City Standard Details

720-1.2 SUBMITTALS

A. Sign product data sheets indicating compliance with CAMUTCD and City Standard Plan 701-708.

720-2 PRODUCTS

A. Posts and Post Bases
   1. Schedule 40 Galvanized Pipe
   2. Sizes and lengths per plans.

B. Signs shall comply with the latest addition of the California Manual of Uniform Traffic Devices (CAMUTCD)

C. Signs shall be the type and installed at the locations indicated on the plans.

720-3 EXECUTION

720-3.1 PREPARATION

A. Locate sign pole bases as indicated on the drawings prior to placement of sidewalks.

B. Sign pole bases may be cast in place prior to sidewalk construction.

720-3.2 APPLICATION

A. Verify that sign pole bases are cast plumb prior to placing sidewalk concrete.

B. Install salvaged signs and poles after completion of sidewalk improvements.

720-3.3 CLEANING

A. Remove any foreign marks or concrete splatter from pole bases.

720-4 PAYMENT

A. All signs shall be paid at the unit price itemized in the bid schedule. The unit cost will include the installation of the base, pole, and sign.

END

CITY OF LAKEPORT

Over 100 years of community, pride, progress, and service

ADDENDUM NO. 1
SOUTH MAIN STREET SIDEWALK PROJECT
Bid No. 24-03

Issue Date: March 8, 2024

The following revisions are hereby made to the above referenced project:

1. The bid date remains the same.

2. Revised bid schedule is attached with changes noted in red. (1 page)

Questions and clarifications:

1. Q. Who pays for compaction testing if required?
   A. *Contractor. However, none is anticipated. Compaction by observation of City representative.*

2. Q. If field office or laboratory required for this project?
   A. *Not required*

3. Q. Will the city provide a staging area for this project? If so where?
   A. *Yes, the lot directly north of the new park is available. It is known as Dutch Harbor at 910 N Main St*

4. Q. Location 1 and a portion of location 2 either has no gutter on the curb or it's paved over. Does the new curb in these areas have a gutter? If so does it get paved over?
   A. *New curb and gutter at both locations to match existing width. Gutter does not get paved over.*

5. Q. The plans call for removing 2 stumps at Area 4. The trees are still there. Is someone else removing the 2 trees?
   A. *The trees will be removed by others prior to the project start.*

6. Q. What is the anticipated start date of this project?
   A. *May 28, 2024 is the anticipated start date.*

7. Q. In area 7 the curb and gutter to be installed will be new curb & gutter not replacement. On City Standard 205 it says that all new curb and gutter non-residential has a 24" wide gutter. The drawings have a total width of the new curb & 1.5 feet wide. What is the width of the new gutter pan to be installed in this area?

A. *Match existing width of gutter.*

8. Q. We believe the quantity for item 11-6" Paving is over 25% off. Can this be checked?
   A. *The corrected quantity is 3,038. See revised bid schedule attached.*

9. Q. Does the City provide a dumpsite for the surplus dirt and tree stumps?
   A. *Clean dirt and the 2 stumps can be disposed of at the City's Recycle Yard off Hwy 175. All other material will be the contractor's responsibility.*

All questions regarding this project shall be transmitted in writing as indicated in the bid documents.

Please indicate receipt of this addendum on the proposal at the location indicated. Failure to do so may cause rejection of your bid. There are 3 total pages in this addendum.

Approved:



Paul Curren City Engineer

BID SCHEDULE (Continued)

SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

The Contractor shall be responsible for calculating and providing unit prices for the bid schedule. The bid schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

SOUTH MAIN STREET SIDEWALK PROJECT					
BID NO. 24-03					
Bid Schedule-Addendum 1					
Item	Description	Unit	Quantity	Unit Price	Extension
1	Mobilization	LS	---		
2	Traffic & Pedestrian Control	LS	---		
3	WPCP	LS	---		
4	4" R&R Sidewalk	SF	2452		
5	R&R Commercial Driveway	SF	783		
6	R&R Cross Gutter	SF	217		
7	R&R Curb and Gutter	LF	401		
8	Truncated Domes	SF	194		
9	Curb Behind Sidewalk	LF	273		
10	Excavation (F)	CY	165		
11	6" Miscellaneous Paving	SF	3038		
12	2" Miscellaneous Paving	SF	556		
13	Remove Stumps	EA	2		
14	HMA Dike (Type E)	LF	28		
15	Install Stop Sign and Post	EA	1		
16	Ramp, Landing & Handrail	LS	1		
	Total				

Bid Schedule Total: $_____

Bid Schedule Total (in words):

_____

_____

_

_____ _____

(Company Name of Bidder) **(Date)**

CITY OF LAKEPORT

Over 100 years of community, pride, progress, and service

ADDENDUM NO. 2
SOUTH MAIN STREET SIDEWALK PROJECT
Bid No. 24-03

Issue Date: March 20, 2024

The following revisions are hereby made to the above referenced project:

1. Pre-bid meeting agenda, meeting minutes and attendee list attached. (5 pages)

2. Add the following work at the following locations (no plan provided)

   - Location 4A- North of Location 4: R&R 41 lf of curb and gutter (Item 7); 100 sf foot commercial driveway (Item 5); 105 sf of sidewalk (Item 4); and 82 sf of 6" HMA (Item 11) in front of replaced gutter. Regrade native material behind replaced driveway and sidewalk.

   - Location 2A-South of Location 2: R&R 89 lf of curb and gutter (Item 7); 256 sf of commercial driveway (Item 5); 209 sf of 6" HMA (Item 11); and 32 sf 2" HMA (Item 12).

   - Location 9 – driveway at Chevron Station: R&R 24 lf curb and gutter (Item 7); 192 sf of commercial driveway (Item 5), 48 sf of 6" HMA (Item 11); and 48 sf of 2" HMA (Item 12).

   - Location 10 – Sidewalk in front of 910 S. Main Street: R&R 22 lf of curb and gutter (Item 7); 110 sf of sidewalk (Item 4); 44 sf of 6" HMA (Item 11); and reset concrete pavers behind sidewalk (Item 17).

3. Add Section 700-5.14 - BID ITEM 17 - RESET CONCRETE PAVERS @ 910 S. MAIN STREET
   A.. Scope of Work
      1. Remove concrete pavers behind sidewalk to provide room for forming and to conform grades to new sidewalk.
      2. Provide for pedestrian access during construction.
      3. Protect removed pavers from damage.
      4. Replace pavers using similar bedding to existing conditions to provide a smooth and even transition from the non-disturbed pavers to the new sidewalk.
   B. Payment
      1. Paid by lump sum for entire work.
      2. Includes all incidentals necessary to complete the work in place.

4. Modify the following work to the locations indicated.

    - At Location 2, delete ~11 lf of behind sidewalk curb (Item 9) from the southwest corner.
    - At Location 6, add 70 sf of 2” of HMA (Item 12)

5. Replace bid schedule with attached BID SCHEDULE Addendum 2 (1 page)

    - Revisions indicated in red.

6. The bid date remains the same.

All questions regarding this project shall be transmitted in writing as indicated in the bid documents.

Please indicate receipt of this addendum on the proposal at the location indicated. Failure to do so may cause rejection of your bid. There are 8 total pages in this addendum.

Approved:



Paul Curren, City Engineer

City of Lakeport

South Main Street Sidewalk Project

Bid 24-03

Pre-Bid Meeting

March 11, 2024 11 am

Agenda

1. Introductions
    - Jim Kennedy, Public Works Superintendent
    - Ron Ladd, Public Works Director
    - Olivia Grupp, Project Manager
    - Vince Salsedo, Inspector
    - Paul Curren-City Engineer
    - PG&E
    - AT&T

2. Project Schedule Overview
    - 45 Working Days
    - Working hours-7 am to 5 pm
    - Estimated start May 28, 2024

3. Administration Considerations
    - Prevailing Wage- Certified Payrolls from Prime, Subs, and concrete delivery drivers, all must be registered as Public Works Contractor at time of bid.
    - **March 20, 2024 by 5 pm** is the last day for questions.
    - Addendum 1 has been issued. Note the revised bid schedule to replace bid schedule in original bid package.
    - Addendum 2, including meeting notes, will be issued by EOD March 25, 2024.
    - Bids are due and will be opened **April 1, 2024 at 2 PM.**

4. Construction Scheduling & Phasing
    - Excavation
        - City will accept clean dirt and stumps at City Recycle Yard off Hwy 175. All other material is the responsibility of the contractor to dispose of.
        - Minimum erosion control- hydroseed and 2 rows of straw rolls. Additional from WPCP
    - Concrete work

    - ADA per code requirements. Ramps 7.5% or less, Cross slopes 1.5% average, 1.0% minimum, 2.0% maximum.
    - No testing required. Base compaction will be visually observed by City inspector.

- Construction Staking
    - City will provide for staking at locations 4 and 7. Match existing at other locations.
- Utility relocation
    - Estimate of relocation schedule-PG&E and AT&T
    - Sections may need to be blocked out at utility poles.
- Paving
    - No testing required. Compaction will be visually observed by City inspector.
- Location 7- Dennis Fordham's
    - Ramp, landing and handrail.
    - Coordinate with business owner

5. Considerations
    - Traffic Control & Pedestrian Control
    - Access for residents and businesses maintained.
    - Construction yard-Dutch Harbor at 910 North Main St.
    - Construction water-hydrant meter required.

6. Site Walk & Questions

MEETING MINUTES

General Information

Pre-Bid

Inspector	Vince Salsedo	Report Date	3/13/2024
Resident Engineer		Report Day	Wednesday
Client Project Name	South Main Street Sidewalk Project Bid No. 24-03		

Contractor Information

General	TBD	Foreman	TBD
Subcontractor		Foreman	

Meeting Information

Meeting Location	Start Time	Stop Time
575 South Main St. Lakeport	11:00 am	12:00 pm

Attendees

Name	Representing	Telephone	Email
See attached sign in sheet			

Meeting Minutes

1. See attached agenda and sign in sheet.
2. Estimated construction start is May 28, 2024
3. City will remove 2 trees at location 4 prior to start of project. Contractor can dispose of stumps and CLEAN dirt only at City Recycle Yard off Hwy 175.
4. Item 4 of the agenda: correct “hydroseeding” to “seed and straw”. Hydroseeding only if required through WPCP. Seed mix is available at Rainbow Ag.
5. No testing is required for base compaction, concrete or HMA.
6. Coordination of project schedule may be needed at utility locations if poles not relocated by time of project start.
7. At location 7: Utility pole relocation a priority here. 6” HMA to conform to new concrete curb and gutter, 2” HMA behind sidewalk at this location. The ramp/landing/handrail is a lump sum item. Irrigation lines will get capped.
8. At location 7: Contractor shall demolish, form, and pour entry (landing at minimum) in one working day. Concrete surface needs to be protected until fully cured. The City has a Right of Entry from the property owner for this location on file.
9. The City will contract with Conser for staking at location 4 and 7 only. Other locations do not require staking/survey.
10. Contractor is responsible to adjust utility boxes (except PG&E) in sidewalk area. If existing box is broken, City will supply new box. Contractor is responsible if utility box is broken during demo operations.
11. City will allow HMA curb to be installed by hand if City inspector approves of workmanship.
12. Property at 910 North Main is available for a construction yard. There is a wharf hydrant at this site. City meter will need to be installed for contractor use.
13. Traffic & pedestrian control: Sidewalk closures required. Contractor can use shoulder closure, side road closure is allowed except for Lupoyoma. All roads must be open to 2 lane traffic during non-working hours.

Olivia I Grupp

Project Manager

14. At Location 2, the contractor can close the road during working hours to place the valley gutter in a single concrete pour. Must plate at night for 3 days to protect concrete until paved.
15. There is no pavement striping in this project.
16. Steel reinforcement required in commercial driveways and valley gutters. Valley gutter must be plated at night prior to cure.
17. Multiple locations will require sawcutting near back of sidewalk to protect existing structures behind sidewalk. In locations where there is no reasonable close joint, City representative will mark limit of sidewalk removal.
18. Location 2-sawcut near gate track and pave back to track.
19. Location 2-Deletion of back of curb change will be addressed in addendum.
20. Location 6-Additional HMA paving of driveway will be addressed in addendum.

Olivia Grupp

Project Manager

South Main Street Sidewalk Project Bid No. 24-03			
Pre-Bid Meeting 3/13/2024 11 am			
Name	**Company**	**Email**	**Phone**
Paul Curren	City of Lakeport	paul@curren.ws	707-695-5538
Jim Kennedy	City of Lakeport	jkennedy@cityoflakeport.com	707-484-5948
Vince Salsedo	City of Lakeport	vsalsedo@cityoflakeport.com	707-342-8393
Olivia Grupp	City of Lakeport	ogrupp@cityoflakeport	707-972-6989
Ron Ladd	City of Lakeport	rladd@cityoflakeport.com	707-263-3578
Sage Smith Tayle	Steve Taylor Excavation	sage@stevetaylorexcavation.com	707-849-4032
Clifford Berry	"	"	"
LARRY BROOKS	NORTHWEST COAST	CNORTHWEST@COMCAST.NET	707-485-6210
Calvin Ray	wylatti	Calvin.wylatti.@gmail.com	N.A 354 5288
Scott Ault	Valley Paving	valleypaving@comcast.net	707-485-7585
Gary Williamson	Local 3	gWilliamson@OE3.org	707-787-0719
Dave Bang	Property owner		707-349-0660
Jim Kennedy	City of Lakeport	jKennedy@CityofLakeport.com	707-484-5948

BID SCHEDULE (Continued)

SOUTH MAIN STREET SIDEWALK PROJECT
BID NO. 24-03
IN THE CITY OF LAKEPORT, CALIFORNIA

The Contractor shall be responsible for calculating and providing unit prices for the bid schedule. The bid schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

SOUTH MAIN STREET SIDEWALK PROJECT					
BID NO. 24-03					
Bid Schedule-Addendum 2					
Item	Description	Unit	Quantity	Unit Price	Extension
1	Mobilization	LS	---		
2	Traffic & Pedestrian Control	LS	---		
3	WPCP	LS	---		
4	4" R&R Sidewalk	SF	2667		
5	R&R Commercial Driveway	SF	1331		
6	R&R Cross Gutter	SF	217		
7	R&R Curb and Gutter	LF	577		
8	Truncated Domes	SF	194		
9	Curb Behind Sidewalk	LF	262		
10	Excavation (F)	CY	165		
11	6" Miscellaneous Paving	SF	3820		
12	2" Miscellaneous Paving	SF	706		
13	Remove Stumps	EA	2		
14	HMA Dike (Type E)	LF	28		
15	Install Stop Sign and Post	EA	1		
16	Ramp, Landing & Handrail	LS	1		
17	Reset Concrete Pavers @ 910 S. Main Street	LS	1		
	Total				

Bid Schedule Total: $_____

Bid Schedule Total (in words):

_____

_____

_____ _____

(Company Name of Bidder) **(Date)**