

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.22  
(ID # 21484)

**MEETING DATE:**

Tuesday, April 04, 2023

**FROM :** RUHS-PUBLIC HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Approve Restricted Grant Agreement No. CCL-5956-285 with the State of California to Implement the Clean California Local Grant Program (CCLGP) with an effective date upon approval of the Grant Agreement by both parties, through June 30, 2024. District: 4. [Total Aggregate Amount: \$2,150,942 – 100% State]

**RECOMMENDED MOTION: That the Board of Supervisors:**

1. Approve Restricted Grant Agreement No. CCL-5956-285 with the State of California to implement the Clean California Local Grant Program (CCLGP) in the aggregate amount of \$2,150,942 with an effective date upon approval of the Grant Agreement by both parties, through June 30, 2024;
2. Authorize the Chair of the Board to sign the Grant Agreement on behalf of the County; and
3. Authorize the Director of Public Health, or designee, or the Purchasing Agent, in accordance with Ordinance No. 459, and as approved as to form by County Counsel, to: a) sign amendments that exercise the options of the Grant Agreement, including modifications of the statement of work or payment provisions that stay within the intent of the Grant Agreement; b) take all steps necessary to implement the Grant Agreement including, signing all certifications, assurances, reports, or other related documents required for the Grant Agreement.

**ACTION:A-30, Policy**

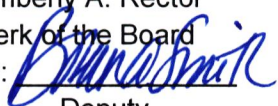
  
Kim Saruwatari, Director of Public Health 3/24/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: April 4, 2023  
xc: RUHS-PH

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$73,337	\$2,077,605	\$2,150,942	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% State Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 22/23 – 23/24	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Riverside University Health System – Public Health (RUHS-PH) Injury Prevention Services (IPS) received funding from the State of California through its Department of Transportation (Caltrans) to implement a “Clean, Beautiful and Resilient Oasis” in the city of Oasis. The program aims to create infrastructure components that would connect three mobile home parks to a recreational park, local market, and community clinic. Improvements will include pedestrian pathways and crossings, native tree and pollinator garden landscaping, and community amenities, including functional public art, shade structures, benches, and tables. Non-infrastructure components will help enhance a sense of community, including the following elements: safe routes to destinations, informative programs, litter abatement and conservation programs, ecological programming, and public art making. These components will improve the social determinants of health and address prevailing inequities in the community of Oasis. A strong network of county agencies, community-based organizations, and community leaders will work to make Oasis a place to live with greater dignity.

**Impact on Residents and Businesses**

The main beneficiaries of this project will be residents, farmworkers, tribal members, and students. The local communities will be encouraged to connect with each other and engage in social and physical activity through the connected park and amenities. The residents are expected to have an improvement on the social determinants of health.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The total aggregate amount of the Grant Agreement is \$2,150,942. There is no impact to County General Funds. The annual distribution from Caltrans is as follows:



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**County Fiscal Year**

<b>Year</b>	<b>Amount</b>
FY22/23	\$73,337
FY23/24	\$2,077,605
<b>Total</b>	<b>\$2,150,942</b>

**Contract History**

The Clean California Local Grant Program (CCLGP) was created by Assembly Bill 149 (Sec. 16) and is a competitive statewide program created to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces. As part of the grant application process, RUHS-PH's Injury Prevention branch submitted a grant application to Caltrans on February 1, 2022, to implement the "Clean, Beautiful and Resilient Oasis" project in the city of Oasis. In response to the grant application, Caltrans intends to award grant funds to RUHS-PH. RUHS-PH is required to execute the Restricted Grant Agreement with Caltrans prior to starting any project work for reimbursement through CCLGP.

RUHS-PH will work with additional county agencies and Community Based Organizations (CBOs) that bring expertise in working directly with the community of Oasis to improve livability through place-making and community capacity-building. The community members of Oasis are prepared and willing to participate in this project.

**ATTACHMENTS:**

- ATTACHMENT A:** Restricted Grant Agreement CCL-6965-285 with the State of California  
**ATTACHMENT B:** Amendment to Grant Application CCL-6965-285  
**ATTACHMENT C:** Attachment B 25-R – Non-Infrastructure Work Plan Estimate  
**ATTACHMENT D:** Attachment C -Participating Cost Milestones  
**ATTACHMENT E:** Electronic Funds Transfer Document (FA-2656)

  
Douglas Cordonez Jr. 3/27/2023

  
Gregg Gu, Chief Deputy County Counsel 3/27/2023

**Clean California Local Grant Program (State)  
Restricted Grant Agreement**

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the Riverside University Health System – Public Health, hereinafter referred to as **AGENCY**, will commence on May 15, 2022, or upon approval by CALTRANS, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2024**.

**Recitals**

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

**Section I**

**AGENCY Agrees:**

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

**Section II**

**CALTRANS Agrees:**

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

**Section III**

**It Is Mutually Agreed:**

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.



2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in Clean, Beautiful and Resilient Oasis, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** is not requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e).
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

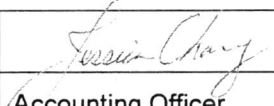
California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-001 State Program Code 20.30.010.900 FY 2021/22 FY2022/23 <sup>1</sup>	\$537,735.00 \$1,613,207.00
Cash Local Match	Agency Provided	\$0.00
Value of Third-Party In-Kind Contributions	Agency Provided	\$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	\$0.00
	<b>Total Project Costs</b>	<b>\$2,150,942.00</b>

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jessica Chang		5/13/2022	\$2,150,942.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

- AGENCY's** Project Manager for Project is Julisa Alvizo-Silva (951) 358-7171.
- CALTRANS'** Contract Manager is Brandy Ybarra, (213) 435-9513. "Contract Manager" as used herein includes his/her designee.
- All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

**Riverside University Health System – Public Health**  
 Attention: Julisa Alvizo-Silva, Branch Chief  
 Phone Number: (951) 358-7171  
 Email: JAlvizo@ruhealth.org  
 P.O Box 7600 Riverside  
 Riverside, California 92514



**California Department of Transportation**  
District 8 / Planning  
Attention: Brandy Ybarra, CCLGP Grant Manager  
Phone Number: (213) 435-9313  
Email: brandy.ybarra@dot.ca.gov  
464 West 4<sup>th</sup> Street  
San Bernadino, California 92401

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on May 15, 2022, following the written approval of CALTRANS and AGENCY's receipt of the Notice to Proceed letter of this RGA by CALTRANS. All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS Contract Manager**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$2,150,942.00**.
- b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS Contract Manager** at or below that fund limitation established herein.

13. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

#### 14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. The certification of FY 2022/23 funds will be contingent upon the passage of the FY 2022/23 Budget. Payment for any work performed that is funded by FY 2022/23 will be delayed if the FY 2022/23 Budget is not signed by June 30, 2022. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.
- c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

#### 15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.



- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.  
Also see website for summary of travel reimbursement rules.
- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager, as stated in **Section III–Notification of Parties, Item 8c**.
- g. Invoices shall include the following information:
  - 1) Names of the **AGENCY** personnel performing work
  - 2) Dates and times of Project Work
  - 3) Locations of Project Work
  - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
  - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
- i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

- j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
- k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2024.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit



Requirements for Federal Awards to the extent applicable.

- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

19. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

21. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients,

or subcontractors under this RGA.

- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code

of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III– Payment and Invoicing, Item 14(e)(4), above**.



- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above.**

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
  - 3) Any available counseling, rehabilitation, and employee assistance programs.
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
  - 1) Will receive a copy of the company's Drug-Free policy statement.
  - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
  - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
  - 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
  - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).
30. **CALTRANS'** Use of "Before" and "After" Project Photographs
- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY's** application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
  - b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
  - c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
  - d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
  - e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming (“educational programming”) Created or Produced for Project and Visual Art Located Outside of State Right-of-Way (“**Artwork**”) Created or Produced for Project

a. Educational programming:

- i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this

RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

### 32. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

### 33. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to



promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
  - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
  - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

#### 34. Visual Art Located on California State Right-of-Way

**AGENCY** agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

- c. **AGENCY** acknowledges that any submittal to the **CALTRANS** Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS** Contract Manager

37. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024.

**CALTRANS** reserves the right to inspect the project location prior to approving the final invoice and closeout report.

- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** Contract Manager.
- c. Payments shall be forfeit if invoices are submitted after November 1, 2024.

38. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

**AGENCY** shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

41. Survival

**AGENCY**'s representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

**Section IV**

**Attachments:**

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

- I. Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**RIVERSIDE UNIVERSITY HEALTH SYSTEM  
– PUBLIC HEALTH**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Gretchen Chavez

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Office Chief  
Clean California Local Grant Program  
Division of Local Assistance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
Minh C. Tran  
County Counsel  
County of Riverside

BY: \_\_\_\_\_

ESEN E. SAINZ  
Deputy County Counsel



Section IV

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STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

RIVERSIDE UNIVERSITY HEALTH SYSTEM  
– PUBLIC HEALTH

By:

By:

Printed Name:

Printed Name:

Gretchen Chavez

KEVIN JEFFRIES

Title:

Title:

Office Chief  
Clean California Local Grant Program  
Division of Local Assistance

CHAIR, BOARD OF SUPERVISORS

Date:

Date:

4/4/23

By:

Printed Name:

Title:

Date:

APPROVED AS TO FORM  
Minh C. Tran  
County Counsel  
County of Riverside

By:

ESEN E. SAINZ  
Deputy County Counsel

ATTEST:

KIMBERLY A. RECTOR, Clerk

By

DEPUTY

APR 4 2023 3.22

**Clean California Local Grant Program (State)  
Amendment to Grant Application  
Amendment Number 1 ("Amendment")**

This Amendment will commence on May 15, 2022, or upon approval by CALTRANS, whichever occurs later, and it amends the Grant Application submitted by Riverside University Health System-Public Health, hereinafter referred to as **AGENCY**, as set forth below:

Application

Section	Original Text	Amended Text
<b>Section 1.8, Project Description</b>	Third sentence in Project Description: <i>Improvements will include improving pedestrian pathways and crossings, native tree and pollinator garden landscaping, and community amenities including functional public art, shade structures, benches, and tables.</i>	Third sentence in Project Description, removed "benches and tables" to match Attachment A, Project Narrative as follows: <i>Improvements will include improving pedestrian pathways and crossings, native tree and pollinator garden landscaping, and community amenities including functional public art and shade structures.</i>
<b>Attachment B Tasks, B, C, D, E &amp; H</b>	Total for all Tasks \$1,104,330	An item to replace in its entirety, Attachment B dated 10/21/2022  Total for all Tasks \$1,061,832  Adjustments to item(s) amounts as follows:  Task B "OC" Decreased by \$5,745 <ul style="list-style-type: none"> <li>\$3,499 (Lease)</li> <li>\$2,246 (Communications)</li> </ul> Task C "OC" Decreased by \$15,000 <ul style="list-style-type: none"> <li>\$10,000 (Road Closure)</li> <li>\$5,000 (Supplies for Wellness Event)</li> </ul> Task D "OC" Decreased by \$1,300 <ul style="list-style-type: none"> <li>\$400 Chairs</li> <li>\$900 EZ Up</li> </ul> Task E "OC" Decreased by \$4,147 <ul style="list-style-type: none"> <li>\$1,147 Mileage</li> <li>\$3,000 Other Costs</li> </ul> Task H "OC" Decreased by \$20,000 <ul style="list-style-type: none"> <li>\$5,000 Fleet Services</li> <li>\$15,000 Paid Advertisements</li> </ul>

<p><b>Attachment C</b></p>	<p>Item #4 – 5 @ \$80,000, Total Item Cost \$400,000</p> <p>Item #24 – 100 @ \$850, Total Item Cost \$85,000</p> <p>Item #27 – Match Benefitted TLD Staff Time (avg), 1,082 @ \$69.65, Total Item Cost \$75,331</p> <p>Item #28 – Match Volunteer Hours from TLD, 3,650 @ \$25, Total Item Cost \$91,250</p> <p>Item #29 – Match Compost Donated by TLD (yards) 477 @ \$65, Total Item Cost \$31,000</p> <p>Item #30 – Installation Labor 5 @ \$30,000, Total Item Cost \$150,000</p> <p>Item #31 - blank</p> <p>Total CCLGP Participating Costs/Items \$699,031; Total CCLGP Non- Participating Costs/Items \$347,581; Total Project Cost \$1,046,612</p>	<p>An item to replace in its entirety, Attachment C dated 10/21/2022</p> <p>Item #4 – Decreased by \$320,000 to 1 @ \$80,000, Total Item Cost \$80,000 (reduced amount for shade structure &amp; entered shade structure on Item #31, 5 @ \$64,000, total \$320,000)</p> <p>Item #24 – Increased by \$42,500 to 150 @ \$850, Total Item Cost \$127,500 (corrected quantity of native trees to conform to application)</p> <p>Item #27 – Benefitted TLD Staff Time (avg), 1,082 @ \$69.65, Total Item Cost \$75,331 (moved from CCLGP Non-Participating Costs/Items to CCLGP Participating Costs/Items)</p> <p>Item #28 – Deleted Match Volunteer Hours from TLD, 3,650 @ \$25; Added 850 flowers/plants, 850 @ \$107.35, Total Item Cost \$91,248 (moved from CCLGP Non-Participating Costs/Items to CCLGP Participating Costs/Items)</p> <p>Item #29 – Compost (for landscaping) 477 @ \$65, Total Item Cost \$31,000 (moved from CCLGP Non-Participating Costs/Items to CCLGP Participating Costs/Items)</p> <p>Item #30 – moved from CCLGP Non- Participating Costs/Items to CCLGP Participating Costs/Items</p> <p>Item #31 – Added Shade Structure 5 @ \$64,000, Total Item Cost \$320,000</p> <p>Total CCLGP Participating Costs/Items \$1,089,110; Total CCLGP Non-Participating Costs/Items \$0; Total Project Cost \$1,089,110</p>
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In Witness Whereof, the parties hereto have executed this Amendment Number 1A to the Grant Application on the day and year first herein above written:

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**AGENCY NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Gretchen Chavez

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Office Chief  
Clean California Local Grant Program  
Division of Local Assistance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Non-Infrastructure Cost Proposal Work Plan Estimates

Fill in the following items:

<b>Date:</b> (1)	21-Oct-22
<b>Implementing Agency Name:</b> (2)	Riverside University Health System - Public Health (RUHS - PH)
<b>Project Title:</b> (3)	Oasis Beautification Project
<b>Project Description:</b> (4)	Goal 1. Reduce the Amount of Waste and Debris. Goal 2. Enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect. Goal 3. Improving Public Spaces for Walking and Recreation. Goal 4. Advance Equity for Underserved Communities by planting trees, creating pollinator gardens, create public art, do a park clean up event, and build shade structures.

Enter information in each Task Tab, as it applies (Task A, Task B, Task C, Task D, etc.)

For Department use only

You will not be able to fill in the following items. Items will auto-populate once you've entered all "Task" tabs that apply:

### Task Summary:

Click the links below to navigate to "Task Details" tabs:	Enter the Task Name from Each Itemized Task		
Task	Task Name	Total CCLGP \$	Total Cost \$
<u>Task "A"</u>	Riverside Department of Waste Resources	\$3,900	\$3,900
<u>Task "B"</u>	Lideres Campesina	\$284,624	\$284,624
<u>Task "C"</u>	Raices Cultura	\$120,824	\$120,824
<u>Task "D"</u>	Safe Routes for All	\$122,482	\$122,482
<u>Task "E"</u>	Kounkuey Design Initiative	\$247,261	\$247,261
<u>Task "F"</u>	SCRAP Gallery	\$69,041	\$69,041
<u>Task "G"</u>	Southern Coachella Valley Community	\$3,500	\$3,500
<u>Task "H"</u>	Alianza	\$210,200	\$210,200
<u>Task "I"</u>		\$0	\$0
<u>Task "J"</u>		\$0	\$0
<u>Total for all Tasks</u>		\$1,061,832	\$1,061,832

TASK "A" DETAIL ESTIMATE						
<b>Task Name (5a):</b>		Riverside County Department of Waste Resources				
<b>Task Summary (5b):</b>		To provide Oasis community members with educational presentations about composting, vermicomposting, and green cleaning.				
	<b>Start Date</b>	<b>End Date</b>	<b>Task Activities (6a):</b>	<b>Deliverables (6b):</b>		
1.	12/15/2022	6/1/2024	Provide six (6) Public Education Presentation about composting and green cleaning to Oasis community members	Presentation, sign in sheet, flyer, photos, evaluation results		
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
<b>Staff Costs (7):</b>						
<b>Staff Time (Agency) (7a):</b>			<b>Staff Hours</b>	<b>Rate Per Hour</b>	<b>CCLGP Total \$</b>	
Party 1 -						
Party 2 -						
Party 3 -						
Party 4 -						
Party 5 -						
Party 6 -						
			Subtotal Agency Costs:	\$0	\$0	
<b>Staff Time (Consultant/Subcontractor) (7b):</b>			<b>Staff Hours</b>	<b>Rate Per Hour</b>	<b>CCLGP Total \$</b>	
Party 1 -	Translation Services		24	\$62.50	\$1,500	
Party 2 -						
Party 3 -						
			Subtotal Consultant Costs:	\$1,500	\$0	
			<b>Total Staff Costs (Agency &amp; Consultant) (7c): \$1,500</b>			
<b>Indirect Costs (8)</b>						
Approved ICAP/ICRP (8a)?	<input type="checkbox"/>	If Approved ICAP/ICRP box is checked, provide Rate (8b):				
<b>Task Notes (9):</b>						
<b>Other Costs (10):</b>						
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:						
To fill out an itemized cost for each "Other Cost", use Tab Task A "OC".					<b>Total \$</b>	
					Travel (10a):	\$2,400
					Equipment (10b):	\$0
					Supplies/Materials (10c):	\$0
					Incentives (10d):	\$0
					Other Direct Costs (10e):	\$0
					Additional Other Direct Costs (10f):	\$0
					<b>Subtotals:</b>	<b>\$2,400</b>
<b>TASK GRAND TOTAL (11):</b>					<b>\$3,900</b>	

TASK "B" DETAIL ESTIMATE						
Task Name (5a):		IPS - Resilience				
Task Summary (5b):		Provide community presentations and build local capacity to advocate for the implementation of trauma informed design				
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):		
1.	12/15/2022	6/30/2024	Provide one (1) Culturally Inclusive Traffic Safety Education Workshop	Presentation Materials, sign in sheets, training evaluations, pictures		
2.	12/15/2022	6/30/2024	Conduct one (1) Trauma Informed Design Education Class	Presentation Materials, sign in sheets, training evaluations, pictures		
3.	12/15/2022	6/30/2024	Provide Community Engagement event	Presentation Materials, sign in sheets, training evaluations, pictures		
4.	12/15/2022	6/30/2024	Develop Messaging of Oasis event	Educational materials, flyers, social media content, pictures		
5.						
6.						
7.						
8.						
9.						
10.						
Staff Costs (7):						
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 -	Program Coordinator II		832	\$31.75	\$52,832	
Party 2 -	Health Education Assistant II		2,080	\$22.00	\$91,520	
Party 3 -	Office Assistant II		2,080	\$18.00	\$74,880	
Party 4 -						
Party 5 -						
Party 6 -						
Subtotal Agency Costs:					\$219,232	
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 -	Lideres Campesinas		1,280	\$25.00	\$64,000	
Party 2 -						
Party 3 -						
Subtotal Consultant Costs:					\$64,000	
Total Staff Costs (Agency & Consultant) (7c):					\$283,232	
Indirect Costs (8)						
Approved ICAP/ ICRP (8a)?	<input type="checkbox"/>	If Approved ICAP/ ICRP box is checked, provide Rate (8b):				
Task Notes (9):						
Other Costs (10):						
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:						
					Total \$	
To fill out an itemized cost for each "Other Cost", use Tab Task B "OC".					Travel (10a):	\$1,392
					Equipment (10b):	\$0
					Supplies/Materials (10c):	\$0
					Incentives (10d):	\$0
					Other Direct Costs (10e):	\$0
					Additional Other Direct Costs (10f):	\$0
					Subtotals:	\$1,392
					TASK GRAND TOTAL (11):	\$284,624

TASK "C" DETAIL ESTIMATE						
Task Name (5a):		Raices Cultura				
Task Summary (5b):		Design and install a trio of artistic crosswalks, temporary public art multifunctional sculptures, and a robust series of programmatic events and activations.				
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):		
1.	12/15/2022	6/1/2024	Create 3 semi-permanent crosswalks to the Oasis community.	Photos, quarterly reports		
2.	12/15/2022	6/1/2024	Introduce one (1) preexisting traffic element to the Community. Concrete or metal barriers	Photos, quarterly reports		
3.	12/15/2022	6/1/2024	Install 5 Public Art Installations	Photos, quarterly reports		
4.	12/15/2022	6/1/2024	Conduct eight (8) workshops focused on inclusive design processes with Oasis Residents	Photos, quarterly reports		
5.	12/15/2022	6/1/2024	Conduct 12 monthly Wellness meetings and 4 quarterly events	Photos, quarterly reports		
6.	12/15/2022	6/1/2024	Conduct 4 pedestrian, driver safety and awareness events.	Photos, quarterly reports		
7.	12/15/2022	6/1/2024				
8.	12/15/2022	6/1/2024				
9.	12/15/2022	6/1/2024				
10.	12/15/2022	6/1/2024				
Staff Costs (7):						
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 -	Executive Director / Creative Director		598	\$30.00	\$17,940	
Party 2 -	Program Implementation		458	\$18.00	\$8,244	
Party 3 -	General Assistant		246	\$15.00	\$3,690	
Party 4 -						
Party 5 -						
Party 6 -						
			Subtotal Agency Costs:			
					\$29,874	
					\$0	
					\$0	
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 -	Artist-In-Residence #1		625	\$20.00	\$12,500	
Party 2 -	Artist-In-Residence #2		625	\$20.00	\$12,500	
Party 3 -	Artist-In-Residence #3		625	\$20.00	\$12,500	
			Subtotal Consultant Costs:			
					\$37,500	
					\$0	
					\$0	
			Total Staff Costs (Agency & Consultant) (7c):			
					\$67,374	
Indirect Costs (8)						
Approved ICAP/ICRP (8a)?		<input type="checkbox"/>	If Approved ICAP/ICRP box is checked, provide Rate (8b):			
Task Notes (9):						
Other Costs (10):						
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:						
To fill out an itemized cost for each "Other Cost", use Tab Task C "OC".					Total \$	
					Travel (10a):	\$900
					Equipment (10b):	\$15,600
					Supplies/Materials (10c):	\$16,400
					Incentives (10d):	\$0
					Other Direct Costs (10e):	\$20,550
					Additional Other Direct Costs (10f):	\$0
					Subtotals:	\$53,450
TASK GRAND TOTAL (11):					\$120,824	



TASK "D" DETAIL ESTIMATE					
Task Name (5a):		Safe Routes for All Program			
Task Summary (5b):		Safe Routes for All proram staff to provide Oasis Park goers, Oasis Elementary and Desert Mirage High School with Non-Infrastructure pedestrian and bicycle safety interventions through educational and encouragement activities.			
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):	
1.	12/15/2022	6/30/2024	Conduct one (1) Pedestrian Safety Presentation to Oasis Community Members and families.	Sign in sheet, flyer, photos and agenda	
2.	12/15/2022	6/30/2024	Provide one (1) PedBike IT training to High School Students	Sign in sheet, flyer, photos and agenda	
3.	12/15/2022	6/30/2024	Organize one (1) Bike Repair Day	Sign in sheet, flyer, photos and agenda	
4.	12/15/2022	6/30/2024	Conduct one (1) walking path pedestrian activity at Oasis park	Sign in sheet, flyer, photos and agenda	
5.	12/15/2022	6/30/2024	Implement the Good Ticket Program and one (1) Elementary school	Sign in sheet, flyer, photos and agenda	
6.					
7.					
8.					
9.					
10.					
Staff Costs (7):					
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -	Program Coordinator		624	\$30.00	\$18,720
Party 2 -	Health Benefit - Program Coordinator		0		\$10,184
Party 3 -	Health Education Assistant		1,040	\$25.00	\$26,000
Party 4 -	Health Benefit - Health Education Assistant		0		\$14,144
Party 5 -	Health Education Assistant		1,040	\$25.00	\$26,000
Party 6 -	Health Benefit - Health Education Assistant		0		\$14,144
Subtotal Agency Costs:					\$109,192
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -	League of American Cyclist				\$4,000
Party 2 -					
Party 3 -					
Subtotal Consultant Costs:					\$4,000
Total Staff Costs (Agency & Consultant) (7c):					\$113,192
Indirect Costs (8)					
Approved ICAP/ICRP (8a)?	<input type="checkbox"/>	If Approved ICAP/ICRP box is checked, provide Rate (8b):			
Task Notes (9):					
Other Costs (10):					
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:					
To fill out an itemized cost for each "Other Cost", use Tab Task D "OC".					Total \$
Travel (10a):					\$2,400
Equipment (10b):					\$840
Supplies/Materials (10c):					\$6,050
Incentives (10d):					\$0
Other Direct Costs (10e):					\$0
Additional Other Direct Costs (10f):					\$0
Subtotals:					\$9,290
TASK GRAND TOTAL (11):					\$122,482

TASK "E" DETAIL ESTIMATE						
<b>Task Name (5a):</b>		Kounkuey Design Initiative				
<b>Task Summary (5b):</b>		Work with Living Desert to develop and teach a native plant curriculum, additionally work on leadership development with the Oasis Leadership Committee. Also, KDI will serve as the inhouse designer for the project contributing to several partner efforts including creating a graphic identity.				
	<b>Start Date</b>	<b>End Date</b>	<b>Task Activities (6a):</b>	<b>Deliverables (6b):</b>		
1.	12/15/2022	6/24/2024	Conduct 4 workshops on Native Plants for Oasis Community members	Photos, plans, agendas, presentations		
2.	12/15/2022	6/24/2024	Conduct 20 leadership trainings to Oasis Community members	Photos, plans, agendas, presentations		
3.	12/15/2022	6/24/2024	Host monthly meetings (20) with lead agency	Photos, plans, agendas, presentations		
4.	12/15/2022	6/24/2024	Conduct two (2) design workshops a the beginning of the project with OLC and parter representatives	Photos, plans, agendas, presentations		
5.	12/15/2022	6/24/2024	Develop six (6) typologies of native planing plans at the concept design level	Photos, plans, agendas, presentations		
6.	12/15/2022	6/24/2024	Develop 15 schematic level planting plans	Photos, plans, agendas, presentations		
7.	12/15/2022	6/24/2024	Build five (5) shade structures on the Oasis Loop	Photos, plans, agendas, presentations		
8.	12/15/2022	6/24/2024	Develop one (1) outreach plan for Oasis	Photos, plans, agendas, presentations		
9.	12/15/2022	6/24/2024	Assist OLC with 49 events and all event logisitics	Photos, plans, agendas, presentations		
10.	12/15/2022	6/24/2024	Coordinate community surveying plan with OLC for Oasis Community	Photos, plans, agendas, presentations		
<b>Staff Costs (7):</b>						
<b>Staff Time (Agency) (7a):</b>			<b>Staff Hours</b>	<b>Rate Per Hour</b>	<b>CCLGP Total \$</b>	
Party 1 -	Executive Director		28	\$267.00	\$7,476	
Party 2 -	Design Principle		160	\$207.00	\$33,120	
Party 3 -	Community Associate		172	\$177.00	\$30,444	
Party 4 -	Planning Coordinator		296	\$147.00	\$43,512	
Party 5 -	Desing Coordinator		152	\$ 147.00	\$22,344	
Party 6 -	Community Coordinator		296	\$147.00	\$43,512	
			Subtotal Agency Costs:			
				\$180,408	\$0	
<b>Staff Time (Consultant/Subcontractor) (7b):</b>			<b>Staff Hours</b>	<b>Rate Per Hour</b>	<b>CCLGP Total \$</b>	
Party 1 -	Community Outreach Members		50	\$1,000.00	\$50,000	
Party 2 -						
Party 3 -						
			Subtotal Consultant Costs:			
				\$50,000	\$0	
			<b>Total Staff Costs (Agency &amp; Consultant) (7c):</b>			
					\$230,408	
<b>Indirect Costs (8)</b>						
<b>Approved ICAP/ ICRP (8a)?</b>	<input type="checkbox"/>	<b>If Approved ICAP/ ICRP box is checked, provide Rate (8b):</b>				
<b>Task Notes (9):</b>						
<b>Other Costs (10):</b>						
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:						
					<b>Total \$</b>	
To fill out an itemized cost for each "Other Cost", use Tab Task E "OC".					Travel (10a):	\$16,853
					Equipment (10b):	\$0
					Supplies/Materials (10c):	\$0
					Incentives (10d):	\$0
					Other Direct Costs (10e):	\$0
					Additional Other Direct Costs (10f):	\$0
					<b>Subtotals:</b>	\$16,853
					<b>TASK GRAND TOTAL (11):</b>	\$247,261

TASK "H" DETAIL ESTIMATE						
Task Name (5a):		Alianza Coachella Valley				
Task Summary (5b):		Alianza Coachella Valley will coordinate and lead four learning exchanges throughout this scope of work. Alianza will also be responsible and take lead on the communications of the full project, which includes distribution of flyers, invitations, maintenance and updating the project website and social media campaigns.				
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):		
1.	12/15/2022	7/24/2024	Create and disseminate social media content for Oasis Event	Social Media Posts, Photos, Flyers		
2.	12/15/2022	7/24/2024	Provide Printed educational materials to distribute at Oasis events	Social Media Posts, Photos, Flyers		
3.	12/15/2022	7/24/2024	Coordinate Press releases for Oasis events	Social Media Posts, Photos, Flyers		
4.	12/15/2022	7/24/2024	Conduct community (3) workshop for members and partners	Social Media Posts, Photos, Flyers		
5.	12/15/2022	7/24/2024	Conduct (3) meetings with lead agency to review progress	Social Media Posts, Photos, Flyers		
6.						
7.						
8.						
9.						
10.						
Staff Costs (7):						
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 -	Executive Director		75	\$200.00	\$15,000	
Party 2 -	Director of Development & External Relations		120	\$150.00	\$18,000	
Party 3 -	Director of Programs		120	\$150.00	\$18,000	
Party 4 -	Operations Manager		100	\$100.00	\$10,000	
Party 5 -	YO-C & Civic Engagement Manager		120	\$100.00	\$12,000	
Party 7 -	Communications & Public Relations Manager		416	\$150.00	\$62,400	
Party 6 -	Communications Coordinator		416	\$100.00	\$41,600	
Subtotal Agency Costs:					\$177,000	
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 -	Translation Services (Spanish & Purepecha)		32	\$100.00	\$3,200	
Party 2 -						
Party 3 -						
Subtotal Consultant Costs:					\$3,200	
Total Staff Costs (Agency & Consultant) (7c):					\$180,200	
Indirect Costs (8)						
Approved ICAP/ ICRP (8a)?		<input type="checkbox"/>	If Approved ICAP/ ICRP box is checked, provide Rate (8b):			
Task Notes (9):						
Other Costs (10):						
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:						
To fill out an itemized cost for each "Other Cost", use Tab Task H "OC".					Total \$	
					Travel (10a):	\$5,000
					Equipment (10b):	\$2,000
					Supplies/Materials (10c):	\$8,000
					Incentives (10d):	\$0
					Other Direct Costs (10e):	\$0
					Additional Other Direct Costs (10f):	\$15,000
					Subtotals:	\$30,000
TASK GRAND TOTAL (11):					\$210,200	



## Detailed Engineer's Estimate and Total Project Costs

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

### Project Information:

Agency: Riverside University Health System - Public Health	Date: 10/21/2022
Project Description: Provide Oasis community members various infrastructure additions.	
Project Title: Oasis Beautification Project	
Project Location: Oasis, Ca	
Name of Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate: Alan Dyck	License #: 70190

### Engineer's Estimate and Cost Breakdown:

Engineer's Estimate (for Construction Items Only)						Cost Breakdown					
						CCLGP Participating Costs/Items		CCLGP Non-participating Costs/Items			
Item No.	Item	Quantity	Units	Unit Cost	Total Item Cost	%	\$	%	\$		
General Overhead-Related Construction Items											
1	Mobilization		LS			60%		40%			
2	Traffic Control		LS			60%		40%			
3	Stormwater Protection Plan		LS			60%		40%			
4	Structure Engineering (for contracting agency to design structure)	1	LS	\$80,000.00	\$80,000	100%	\$80,000				
5			LS			100%					
6			LS			100%					
7			LS			100%					
8			LS			100%					
9			LS			100%					
10			LS			100%					
General Construction Items											
11	Salary/ benefits for Plant Project Coordinator	1040	Hourly	\$33.80	\$35,152	100%	\$35,152				
12	Salary/ benefits for Plant Project Field Lead	2496	Hourly	\$33.80	\$84,365	100%	\$84,365				
13	Salary/ benefits for Plant Project Interviewer	832	Hourly	\$44.20	\$36,774	100%	\$36,774				
14	Pots (extras needed, for normal plant loss)	2000	Each	\$2.00	\$4,000	100%	\$4,000				
15	Pot Trays (For native plants)	200	Each	\$5.00	\$1,000	100%	\$1,000				
16	Perlite (For native plants)	100	Bag	\$40.00	\$4,000	100%	\$4,000				
17	Soil (For planting)	60	Yard	\$30.00	\$1,800	100%	\$1,800				
18	Sand (for landscaping)	4	Yard	\$45.00	\$180	100%	\$180				
19	Sod Cutter (for mainenance)	1	Each	\$4,250.00	\$4,250	100%	\$4,250				
20	Shovels & Rakes (for installation and mainenance)	20	Each	\$30.00	\$600	100%	\$600				
21	Watering Cans (for installation and maintenance)	3	Each	\$19.00	\$57	100%	\$57				
22	Rototiller (for installation)	1	Each	\$2,000.00	\$2,000	100%	\$2,000				
23	Lawn Mower (for maintenance)	1	Each	\$500.00	\$500	100%	\$500				
24	Native Tree Purchases (over 15 feet tall)	150	Each	\$850.00	\$127,500	100%	\$127,500				
25	Mileage Charges (200 miles/week x 2 yrs)	20800	Each	\$0.59	\$12,168	100%	\$12,168				
26	Overhead Costs of The Living Desert	10%	%	\$271,846.20	\$27,185	100%	\$27,185				
27	Benefitted TLD Staff Time (avg.)	1082	Hourly	\$69.65	\$75,331	100%	\$75,331				
28	850 flowers/plants (to beautify spaces)	850	Each	\$107.35	\$91,248	100%	\$91,248				
29	Compost (for landscaping)	477	Each	\$65.00	\$31,000	100%	\$31,000				
30	Installation Labor	5		\$30,000.00	\$150,000	100%	\$150,000				
31	Shade structure Construction (for the public)	5		\$64,000.00	\$320,000	100%	\$320,000				
32								100%			
33								100%			
34								100%			
35								100%			
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47								100%			
48								100%			
49								100%			
50								100%			
51								100%			
52								100%			
Subtotal of Construction Items:					\$1,089,110		\$1,089,110				
Construction Item Contingencies (% of Construction Items):											
Total (Construction Items & Contingencies) cost:					\$1,089,110		\$1,089,110				

### Project Delivery Costs:

Type of Project Cost	Cost \$		
<b>Preliminary Engineering (PE)</b>		CCLGP Participating Costs	CCLGP Non-participating Costs
Environmental Studies and Permits(PA&ED):			
Plans, Specifications and Estimates (PS&E):			
<b>Total PE:</b>	<b>\$ -</b>		
<b>Right of Way (RW)</b>			
Right of Way Engineering:			
Acquisitions and Utilities:			

"PE" costs / "CON" costs  
25% Max



## Detailed Engineer's Estimate and Total Project Costs

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

### Project Information:

<b>Agency:</b>	Riverside University Health System - Public Health	<b>Date:</b>	10/21/2022
<b>Project Description:</b>	Provide Oasis community members various infrastructure additons.		
<b>Project Title:</b>	Oasis Beautification Project		
<b>Project Location:</b>	Oasis, Ca		
<b>Name of Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate:</b>		Alan Dyck	<b>License #:</b> 70190
<b>Total RW:</b>	\$ -		
<b>Total Pre-Construction Costs (PE+RW):</b>			
<b>Construction Engineering (CE)</b>			"CE" costs / "CON" costs
Construction Engineering (CE):			15% Max
<b>Total Construction Costs:</b>	\$1,089,110	\$1,089,110	
		CCLGP Participating Costs	Non-participating Costs
<b>Total Project Cost:</b>	\$1,089,110	\$1,089,110	

### Documentation of Non-Participating Costs:

The Engineer's logic and/or calculations for splitting costs between CCLGP-Participating and Non-participating costs must be documented in this section of the Estimate form.

Separate logic is required for each item which is partly a participating cost for CCLGP funding or is required for the construction of a non-participating item/element of the project.

Item #:	Description of Engineer's Logic: (See examples shown in the Instructions)
	All items listed are deemed to be CCLGP-Participating. They all are necessary for the goal of beautifying the roadway and community spaces.



## Non-Infrastructure Cost Proposal Work Plan Estimates

Fill in the following items:

<b>Date:</b> (1)	30-Jan-22
<b>Implementing Agency Name:</b> (2)	Riverside University Health System - Public Health (RUHS - PH)
<b>Project Title:</b> (3)	Oasis Beautification Project
<b>Project Description:</b> (4)	Goal 1. Reduce the Amount of Waste and Debris. Goal 2. Enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect. Goal 3. Improving Public Spaces for Walking and Recreation. Goal 4. Advance Equity for Underserved Communities by planting trees, creating pollinator gardens, create public art, do a park clean up event, and build shade structures.

Enter information in each Task Tab, as it applies (Task A, Task B, Task C, Task D, etc.)

### For Department use only

You will not be able to fill in the following items. Items will auto-populate once you've entered all "Task" tabs that apply:

#### Task Summary:

Click the links below to navigate to "Task Details" tabs:	Enter the Task Name from Each Itemized Task		
Task	Task Name	Total CCLGP \$	Total Cost \$
<u>Task "A"</u>	Riverside Department of Waste Resources	\$3,900	\$3,900
<u>Task "B"</u>	Resilience	\$290,370	\$284,624
<u>Task "C"</u>	Raices Cultura	\$120,824	\$120,824
<u>Task "D"</u>	Safe Routes for All	\$122,482	\$122,482
<u>Task "E"</u>	Kounkuey Design Initiative	\$247,261	\$247,261
<u>Task "F"</u>	SCRAP Gallery	\$69,041	\$69,041
<u>Task "G"</u>	Southern Coachella Valley Community	\$3,500	\$3,500
<u>Task "H"</u>	Alianza	\$230,200	\$210,200
<u>Task "I"</u>		\$0	\$0
<u>Task "J"</u>		\$0	\$0
<u>Total for all Tasks</u>		\$1,061,832	\$1,061,832

## Detailed Engineer's Estimate and Total Project Costs

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

### Project Information:

Agency:	Riverside University Health System - Public Health	Date:	2/1/2022
Project Description:	Provide Oasis community members various infrastructure additions.		
Project Title	Oasis Beautification Project		
Project Location:	Oasis, Ca		
Name of Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate:			Alan Dyck
License #:			70190

### Engineer's Estimate and Cost Breakdown:

Engineer's Estimate (for Construction Items Only)						Cost Breakdown					
						CCLGP Participating Costs/Items		CCLGP Non-participating Costs/Items			
Item No.	Item	Quantity	Units	Unit Cost	Total Item Cost	%	\$	%	\$		
<b>General Overhead-Related Construction Items</b>											
1	Mobilization		LS			60%		40%			
2	Traffic Control		LS			60%		40%			
3	Stormwater Protection Plan		LS			60%		40%			
4	Structure Engineering (for contracting agency to design structure)	1	LS	\$80,000.00	\$80,000	100%	\$80,000				
5			LS			100%					
6			LS			100%					
7			LS			100%					
8			LS			100%					
9			LS			100%					
10			LS			100%					
<b>General Construction Items</b>											
11	Salary/ benefits for Plant Project Coordinator	1040	Hourly	\$33.80	\$35,152	100%	\$35,152				
12	Salary/ benefits for Plant Project Field Lead	2496	Hourly	\$33.80	\$84,365	100%	\$84,365				
13	Salary/ benefits for Plant Project Interviewer	832	Hourly	\$44.20	\$36,774	100%	\$36,774				
14	Pots (extras needed, for normal plant loss)	2000	Each	\$2.00	\$4,000	100%	\$4,000				
15	Pot Trays (For native plants)	200	Each	\$5.00	\$1,000	100%	\$1,000				
16	Perlite (For native plants)	100	Bag	\$40.00	\$4,000	100%	\$4,000				
17	Soil (For planting)	60	Yard	\$30.00	\$1,800	100%	\$1,800				
18	Sand (for landscaping)	4	Yard	\$45.00	\$180	100%	\$180				
19	Sod Cutter (for mainenance)	1	Each	\$4,250.00	\$4,250	100%	\$4,250				
20	Shovels & Rakes (for installation and mainenance)	20	Each	\$30.00	\$600	100%	\$600				
21	Watering Cans (for installation and maintenance)	3	Each	\$19.00	\$57	100%	\$57				
22	Rototiller (for installation)	1	Each	\$2,000.00	\$2,000	100%	\$2,000				
23	Lawn Mower (for maintenance)	1	Each	\$500.00	\$500	100%	\$500				
24	Native Tree Purchases (over 15 feet tall)	150	Each	\$850.00	\$127,500	100%	\$127,500				
25	Mileage Charges (200 miles/week x 2 yrs)	20800	Each	\$0.59	\$12,168	100%	\$12,168				
26	Overhead Costs of The Living Desert	10%	%	\$271,846.20	\$27,185	100%	\$27,185				
27	Benefitted TLD Staff Time (avg.)	1082	Hourly	\$69.65	\$75,331	100%	\$75,331				
28	850 flowers/plants (to beautify spaces)	850	Each	\$107.35	\$91,248	100%	\$91,248				
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30	Installation Labor	5		\$30,000.00	\$150,000	100%	\$150,000				
31	Shade structure Construction (for the public)	5		\$64,000.00	\$320,000	100%	\$320,000				
32								100%			
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47								100%			
48								100%			
49								100%			
50								100%			
51								100%			
52								100%			
Subtotal of Construction Items:					\$1,089,110		\$1,089,110				
Construction Item Contingencies (% of Construction Items):											
Total (Construction Items & Contingencies) cost:					\$1,089,110		\$1,089,110				

### Project Delivery Costs:

Type of Project Cost	Cost \$			
Preliminary Engineering (PE)		CCLGP Participating Costs	CCLGP Non-participating Costs	
Environmental Studies and Permits(PA&ED):				"PE" costs / "CON" costs
Plans, Specifications and Estimates (PS&E):				
Total PE:	\$ -			
Right of Way (RW)				25% Max
Right of Way Engineering:				
Acquisitions and Utilities:				
Total RW:	\$ -			

"PE" costs / "CON" costs  
25% Max



## Detailed Engineer's Estimate and Total Project Costs

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

### Project Information:

Agency: Riverside University Health System - Public Health

Date: 2/1/2022

Project Description: Provide Oasis community members various infrastructure additions.

Project Title: Oasis Beautification Project

Project Location: Oasis, Ca

Name of Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate: Alan Dyck

License #: 70190

Total Pre-Construction Costs (PE+RW):

Construction Engineering (CE)

Construction Engineering (CE):

"CE" costs / "CON" costs

15% Max

Total Construction Costs:

\$1,089,110

\$1,089,110

CCLGP Participating Costs

Non-participating Costs

Total Project Cost:

\$1,089,110

\$1,089,110

### Documentation of Non-Participating Costs:

The Engineer's logic and/or calculations for splitting costs between CCLGP-Participating and Non-participating costs must be documented in this section of the Estimate form.

Separate logic is required for each item which is partly a participating cost for CCLGP funding or is required for the construction of a non-participating item/element of the project.

Item #: Description of Engineer's Logic: (See examples shown in the Instructions)

All items listed are deemed to be CCLGP-Participating. They all are necessary for the goal of beautifying the roadway and community spaces.

**ELECTRONIC FUNDS TRANSFER (EFT)****PAYMENT ENROLLMENT FORM**

FA-2656 (REV 08/2021)

Page 1 of 2

**SECTION I****DESIRED ACTIVITY - (TO BE COMPLETED BY PAYEE)**

Please check appropriate box(es):

- |   |  |
|---|--|
| <input type="checkbox"/> Change in EFT Contact Person or Phone Number | <input type="checkbox"/> New EFT Account                           |
| <input type="checkbox"/> Delete EFT Account                           | <input type="checkbox"/> Change in Bank Account or Mailing Address |

**SECTION II****EFT DEPOSITS - (TO BE COMPLETED BY PAYEE)**

- ☐ The entire amount of our direct deposit payment **IS** ultimately deposited to a financial institution outside the U.S. (**NOT ELIGIBLE FOR EFT**)
- ☐ The entire amount of our direct deposit payment **IS NOT** ultimately deposited to a financial institution outside the U.S. (**ELIGIBLE FOR EFT**)

Note: Please notify our office if this status changes so we can adjust your payment type from EFT to check.

**SECTION III****PAYEE / COMPANY INFORMATION - (TO BE COMPLETED BY PAYEE)**

If applicable, CONTRACT NUMBER:  
Please use separate sheet to list, if needed.

COMPANY NAME:	FEIN # or SSN:
---------------	----------------

ADDRESS:
----------

E-MAIL ADDRESS (IF APPLICABLE):
---------------------------------

CONTACT PERSON NAME:	TELEPHONE #:
----------------------	--------------

SIGNATURE OF AUTHORIZED CONTACT PERSON:	DATE:
---	-------

**SECTION IV****FINANCIAL INSTITUTION INFORMATION - (TO BE COMPLETED BY FINANCIAL INSTITUTION)**

FINANCIAL INSTITUTION NAME:
-----------------------------

ADDRESS:
----------

ACH COORDINATOR NAME:	TELEPHONE #:
-----------------------	--------------

NINE DIGIT ROUTING TRANSIT NUMBER	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
-----------------------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

DEPOSITOR ACCOUNT NUMBER (NOT TO EXCEED 17 DIGITS)
--

TYPE OF ACCOUNT:

- ☐ Checking ☐ Savings

SIGNATURE OF AUTHORIZED BANKING OFFICIAL:
---

PRINT NAME:
-------------

TITLE OF OFFICIAL:	TELEPHONE #:
--------------------	--------------

**SECTION V - Return this form to:****AGENCY INFORMATION - (TO BE COMPLETED BY THE DEPARTMENT OF TRANSPORTATION)**

STATE AGENCY: Department of Transportation	VENDOR #: <input type="text"/>
--	--------------------------------

ADDRESS: Division of Accounting - MS 33  
Attn: Suet Wong/Payee Data Records  
P.O. Box 168043  
Sacramento, CA 95816

PHYSICAL 1820 Alhambra Blvd.  
ADDRESS: Sacramento, CA 95816

For questions only, e-mail: [Payee Data Records@dot.ca.gov](mailto:Payee Data Records@dot.ca.gov)

Note: Please mail original documents:

(1) EFT Form and

(2) voided check or a bank reference letter

CONTACT PERSON NAME: Suet Wong	TELEPHONE #: (279) 234-2823
--------------------------------	-----------------------------



**ELECTRONIC FUNDS TRANSFER (EFT)****PAYMENT ENROLLMENT FORM**

FA-2656 (REV 08/2021)

Page 2 of 2

**Instructions**

This form is used for Automated Clearing House (ACH) payments and contains payment-related information processed through the Department of Transportation's Automated Payment System. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

**PERSONAL INFORMATION NOTICE** Pursuant to the Federal Privacy Act (P.L. 93-579), and the Information Practices Act (IPA) of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Officer.

**ACCOUNT VALIDATION** For the purpose of EFT payments, vendors are requested to ensure the account specified on this enrollment form remains active until receipt of the last anticipated EFT payment into the referenced account. This assurance will assist in the guarantee of prompt payment. **Please note:** If any vendor's account is deemed "invalid" at any time during the EFT process, that specific vendor will be contacted and a new updated and completed enrollment form will be required.

- Vendors complete Sections I, II, and III.
- Financial Institutions complete Section IV.
- Caltrans completes Section V.

**Instructions for Completing EFT Enrollment Form**

**Section I Desired Activity** - Payee checks the box indicating the desired action (e.g. add, modify, delete).

**Section II EFT Deposits** - Check the first box if the entire amount of the direct deposit **IS** ultimately deposited outside the U.S. Check the second box if the entire direct deposit **IS NOT** ultimately deposited outside the U.S. (The National Automated Clearing House Association (NACHA) requires international ACH Transactions (IAT) be identified. Payments ultimately deposited to a financial institution outside the U.S. are not eligible for Electronic Funds Transfer (EFT).

**Section III Payee / Company Information** - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, Federal Employer ID (FEIN) or Social Security Number (SSN), designated contact person and assigned telephone number.

**Section IV Financial Institution Information** - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title, and account number. The financial institution checks the appropriate box indicating the type of account to be used (e.g. checking or savings), enters the title and telephone number of the appropriate financial institution official, and signs the form as the authorized banking official.

**Footnote - Financial Institution Information** - An original voided check or savings deposit slip must be attached to the completed authorization agreement (enrollment form). Your voided document will aid in verifying bank account and routing transit numbers. An example of a voided check, shown below, indicates where to locate the routing transit number for your bank and your bank account number. Remember to mark the word "VOID" across the front of your check or savings deposit slip that you return with this authorization agreement.

ABC BUSINESS 1234 Boomtown Anytown,CA	1044 ____20____
Pay to the Order of _____ \$	
_____ DOLLARS	
U.S.A. Memo _____	Not Negotiable _____
(1) 1:133404567 (2) 1:1234561304 111 (3) 1044	

- (1) Routing Transit Number  
(Required 9 digits)
- (2) Bank Account Number  
(Not to exceed 17 digits)
- (3) Check Number

If unable to obtain an original voided check, the bank must provide a letter referencing the vendor name and account information. The letter must include the signature and title of an authorized bank representative.

**Section V Agency Information** - This section is filled out by the State Agency with the address of where this form is to be returned. The designated contact person's name and telephone number are also listed, along with an e-mail address. The vendor # may be filled out by the State Agency when the form is sent out or when the form is returned to the Agency.



**Clean California Local Grant Program (State)**  
**Restricted Grant Agreement**

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the Riverside University Health System – Public Health, hereinafter referred to as **AGENCY**, will commence on May 15, 2022, or upon approval by CALTRANS, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2024**.

**Recitals**

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

**Section I**

**AGENCY Agrees:**

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

**Section II**

**CALTRANS Agrees:**

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

**Section III**

**It Is Mutually Agreed:**

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in Clean, Beautiful and Resilient Oasis, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** is not requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e).
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

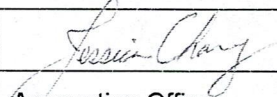


7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-001 State Program Code 20.30.010.900 FY 2021/22 FY2022/23 <sup>1</sup>	\$537,735.00 \$1,613,207.00
Cash Local Match	Agency Provided	\$0.00
Value of Third-Party In-Kind Contributions	Agency Provided	\$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	\$0.00
	<b>Total Project Costs</b>	<b>\$2,150,942.00</b>

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jessica Chang		5/13/2022	\$2,150,942.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

- AGENCY's** Project Manager for Project is Julisa Alvizo-Silva (951) 358-7171.
- CALTRANS'** Contract Manager is Brandy Ybarra, (213) 435-9513. "Contract Manager" as used herein includes his/her designee.
- All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

**Riverside University Health System – Public Health**  
 Attention: Julisa Alvizo-Silva, Branch Chief  
 Phone Number: (951) 358-7171  
 Email: JAlvizo@ruhealth.org  
 P.O Box 7600 Riverside  
 Riverside, California 92514

**California Department of Transportation**

District 8 / Planning

Attention: Brandy Ybarra, CCLGP Grant Manager

Phone Number: (213) 435-9313

Email: brandy.ybarra@dot.ca.gov

464 West 4<sup>th</sup> Street

San Bernadino, California 92401

**10. Period of Performance**

- a. Reimbursable work under this RGA shall begin no earlier than on May 15, 2022, following the written approval of CALTRANS and AGENCY's receipt of the Notice to Proceed letter of this RGA by CALTRANS. All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS Contract Manager**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

**11. Changes in Terms/Amendments**

This Agreement may only be amended or modified by mutual written agreement of the parties.

**12. Cost Limitation**

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$2,150,942.00**.
- b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS Contract Manager** at or below that fund limitation established herein.

**13. Termination**

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.



- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

#### 14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. The certification of FY 2022/23 funds will be contingent upon the passage of the FY 2022/23 Budget. Payment for any work performed that is funded by FY 2022/23 will be delayed if the FY 2022/23 Budget is not signed by June 30, 2022. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.
- c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

#### 15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.



- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.  
Also see website for summary of travel reimbursement rules.
- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager, as stated in **Section III–Notification of Parties, Item 8c**.
- g. Invoices shall include the following information:
- 1) Names of the **AGENCY** personnel performing work
  - 2) Dates and times of Project Work
  - 3) Locations of Project Work
  - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
  - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Item 12**.
- i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.



- j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
- k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.

#### 16. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2024.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

#### 17. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

#### 18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit



Requirements for Federal Awards to the extent applicable.

- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

#### 19. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

#### 20. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

#### 21. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients,



or subcontractors under this RGA.

- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

## 22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

## 23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code



of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.



#### 24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

#### 25. INTENTIONALLY DELETED

#### 26. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III– Payment and Invoicing, Item 14(e)(4), above**.



- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above.**

#### 27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
  - 3) Any available counseling, rehabilitation, and employee assistance programs.
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
  - 1) Will receive a copy of the company's Drug-Free policy statement.
  - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

#### 28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

#### 29. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:



- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
- 2) Data encryption shall use cryptographic technology that has been tested and approved against existing standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
- 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
- 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
- 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
- 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
- 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

### 30. **CALTRANS**' Use of "Before" and "After" Project Photographs

- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY**'s application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
- b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
- c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
- d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.



31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming (“educational programming”) Created or Produced for Project and Visual Art Located Outside of State Right-of-Way (“**Artwork**”) Created or Produced for Project

a. Educational programming:

- i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this



RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

### 32. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

### 33. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to



promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
  - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
  - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

#### 34. Visual Art Located on California State Right-of-Way

**AGENCY** agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.



- c. **AGENCY** acknowledges that any submittal to the **CALTRANS'** Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS** Contract Manager

37. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024.

**CALTRANS** reserves the right to inspect the project location prior to approving the final invoice and closeout report.

- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** Contract Manager.

- c. Payments shall be forfeit if invoices are submitted after November 1, 2024.

#### 38. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

#### 39. Prevailing Wages and Labor Code Compliance

**AGENCY** shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY's** work on or for the Project.

#### 40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

#### 41. Survival

**AGENCY's** representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

#### 42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.



Section IV

Attachments:

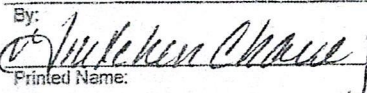
The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

- I. Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. AGENCY Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

RIVERSIDE UNIVERSITY HEALTH SYSTEM  
- PUBLIC HEALTH

By:   
Printed Name:  
Gretchen Chavez

By:   
Printed Name:  
KEVIN JEFFRIES

Title:  
Office Chief  
Clean California Local Grant Program  
Division of Local Assistance

Title:  
CHAIR, BOARD OF SUPERVISORS

Date:  
4/20/23

Date:  
4/4/23

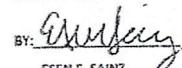
By:

Printed Name:

Title:

Date:

APPROVED AS TO FORM  
Minh C. Tran  
County Counsel  
County of Riverside

By:   
ESEN E. SAINZ  
Deputy County Counsel

ATTEST:  
KIMBERLY A. RECTOR, Clerk

By:   
DEPUTY

APR 4 2023 3.22

**Clean California Local Grant Program (State)  
Amendment to Grant Application  
Amendment Number 1 ("Amendment")**

This Amendment will commence on May 15, 2022, or upon approval by CALTRANS, whichever occurs later, and it amends the Grant Application submitted by Riverside University Health System-Public Health, hereinafter referred to as **AGENCY**, as set forth below:

Application

Section	Original Text	Amended Text
<b>Section 1.8, Project Description</b>	<p>Third sentence in Project Description:</p> <p><i>Improvements will include improving pedestrian pathways and crossings, native tree and pollinator garden landscaping, and community amenities including functional public art, shade structures, benches, and tables.</i></p>	<p>Third sentence in Project Description, removed "benches and tables" to match Attachment A, Project Narrative as follows:</p> <p><i>Improvements will include improving pedestrian pathways and crossings, native tree and pollinator garden landscaping, and community amenities including functional public art and shade structures.</i></p>
<b>Attachment B Tasks, B, C, D, E &amp; H</b>	<p>Total for all Tasks \$1,104,330</p>	<p>An item to replace in its entirety, Attachment B dated 10/21/2022</p> <p>Total for all Tasks \$1,061,832</p> <p>Adjustments to item(s) amounts as follows:</p> <p>Task B "OC" Decreased by \$5,745</p> <ul style="list-style-type: none"> <li>• \$3,499 (Lease)</li> <li>• \$2,246 (Communications)</li> </ul> <p>Task C "OC" Decreased by \$15,000</p> <ul style="list-style-type: none"> <li>• \$10,000 (Road Closure)</li> <li>• \$5,000 (Supplies for Wellness Event)</li> </ul> <p>Task D "OC" Decreased by \$1,300</p> <ul style="list-style-type: none"> <li>• \$400 Chairs</li> <li>• \$900 EZ Up</li> </ul> <p>Task E "OC" Decreased by \$4,147</p> <ul style="list-style-type: none"> <li>• \$1,147 Mileage</li> <li>• \$3,000 Other Costs</li> </ul> <p>Task H "OC" Decreased by \$20,000</p> <ul style="list-style-type: none"> <li>• \$5,000 Fleet Services</li> <li>• \$15,000 Paid Advertisements</li> </ul>



<p><b>Attachment C</b></p>	<p>Item #4 – 5 @ \$80,000, Total Item Cost \$400,000</p> <p>Item #24 – 100 @ \$850, Total Item Cost \$85,000</p> <p>Item #27 – Match Benefitted TLD Staff Time (avg), 1,082 @ \$69.65, Total Item Cost \$75,331</p> <p>Item #28 – Match Volunteer Hours from TLD, 3,650 @ \$25, Total Item Cost \$91,250</p> <p>Item #29 – Match Compost Donated by TLD (yards) 477 @ \$65, Total Item Cost \$31,000</p> <p>Item #30 – Installation Labor 5 @ \$30,000, Total Item Cost \$150,000</p> <p>Item #31 - blank</p> <p>Total CCLGP Participating Costs/Items \$699,031; Total CCLGP Non- Participating Costs/Items \$347,581; Total Project Cost \$1,046,612</p>	<p>An item to replace in its entirety, Attachment C dated 10/21/2022</p> <p>Item #4 – Decreased by \$320,000 to 1 @ \$80,000, Total Item Cost \$80,000 (reduced amount for shade structure &amp; entered shade structure on Item #31, 5 @ \$64,000, total \$320,000)</p> <p>Item #24 – Increased by \$42,500 to 150 @ \$850, Total Item Cost \$127,500 (corrected quantity of native trees to conform to application)</p> <p>Item #27 – Benefitted TLD Staff Time (avg), 1,082 @ \$69.65, Total Item Cost \$75,331 (moved from CCLGP Non-Participating Costs/Items to CCLGP Participating Costs/Items)</p> <p>Item #28 – Deleted Match Volunteer Hours from TLD, 3,650 @ \$25; Added 850 flowers/plants, 850 @ \$107.35, Total Item Cost \$91,248 (moved from CCLGP Non-Participating Costs/Items to CCLGP Participating Costs/Items)</p> <p>Item #29 – Compost (for landscaping) 477 @ \$65, Total Item Cost \$31,000 (moved from CCLGP Non-Participating Costs/Items to CCLGP Participating Costs/Items)</p> <p>Item #30 – moved from CCLGP Non- Participating Costs/Items to CCLGP Participating Costs/Items</p> <p>Item #31 – Added Shade Structure 5 @ \$64,000, Total Item Cost \$320,000</p> <p>Total CCLGP Participating Costs/Items \$1,089,110; Total CCLGP Non-Participating Costs/Items \$0; Total Project Cost \$1,089,110</p>
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In Witness Whereof, the parties hereto have executed this Amendment Number 1A to the Grant Application on the day and year first herein above written:

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**AGENCY NAME**

By:

*Gretchen Chavez*

Printed Name:

Gretchen Chavez

Title:

Office Chief  
Clean California Local Grant Program  
Division of Local Assistance

Date:

*4/20/23*

By:

*Kim Saruwatari*

Printed Name:

*Kim Saruwatari*

Title:

*Director of Public Health*

Date:

*04/19/2023*

By:

Printed Name:

Title:

Date:

## Non-Infrastructure Cost Proposal Work Plan Estimates

Fill in the following items:

Date: (1)	21-Oct-22
Implementing Agency Name: (2)	Riverside University Health System - Public Health (RUHS - PH)
Project Title: (3)	Oasis Beautification Project
Project Description: (4)	Goal 1. Reduce the Amount of Waste and Debris. Goal 2. Enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect. Goal 3. Improving Public Spaces for Walking and Recreation. Goal 4. Advance Equity for Underserved Communities by planting trees, creating pollinator gardens, create public art, do a park clean up event, and build shade structures.

Enter information in each Task Tab, as it applies (Task A, Task B, Task C, Task D, etc.)

*For Department use only*

You will not be able to fill in the following items. Items will auto-populate once you've entered all "Task" tabs that apply:

### Task Summary:

Click the links below to navigate to "Task Details" tabs:	Enter the Task Name from Each Itemized Task		
Task	Task Name	Total CCLGP \$	Total Cost \$
<u>Task "A"</u>	Riverside Department of Waste Resources	\$3,900	\$3,900
<u>Task "B"</u>	Lideres Campesina	\$284,624	\$284,624
<u>Task "C"</u>	Raices Cultura	\$120,824	\$120,824
<u>Task "D"</u>	Safe Routes for All	\$122,482	\$122,482
<u>Task "E"</u>	Kounkuey Design Initiative	\$247,261	\$247,261
<u>Task "F"</u>	SCRAP Gallery	\$69,041	\$69,041
<u>Task "G"</u>	Southern Coachella Valley Community	\$3,500	\$3,500
<u>Task "H"</u>	Alianza	\$210,200	\$210,200
<u>Task "I"</u>		\$0	\$0
<u>Task "J"</u>		\$0	\$0
<b>Total for all Tasks</b>		<b>\$1,061,832</b>	<b>\$1,061,832</b>



TASK "A" DETAIL ESTIMATE						
Task Name (5a):		Riverside County Department of Waste Resources				
Task Summary (5b):		To provide Oasis community members with educational presentations about composting, vermicomposting, and green cleaning.				
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):		
1.	12/15/2022	6/1/2024	Provide six (6) Public Education Presentation about composting and green cleaning to Oasis community members	Presentation, sign in sheet, flyer, photos, evaluation results		
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
Staff Costs (7):						
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 -						
Party 2 -						
Party 3 -						
Party 4 -						
Party 5 -						
Party 6 -						
			Subtotal Agency Costs:	\$0	\$0	
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 -	Translation Services		24	\$62.50	\$1,500	
Party 2 -						
Party 3 -						
			Subtotal Consultant Costs:	\$1,500	\$0	
			Total Staff Costs (Agency & Consultant) (7c): \$1,500			
Indirect Costs (8)						
Approved ICAP/ ICRP (8a)?		<input type="checkbox"/>	If Approved ICAP/ ICRP box is checked, provide Rate (8b):			
Task Notes (9):						
Other Costs (10):						
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:						
					Total \$	
To fill out an itemized cost for each "Other Cost", use Tab Task A "OC".					Travel (10a):	\$2,400
					Equipment (10b):	\$0
					Supplies/Materials (10c):	\$0
					Incentives (10d):	\$0
					Other Direct Costs (10e):	\$0
					Additional Other Direct Costs (10f):	\$0
					Subtotals:	\$2,400
					TASK GRAND TOTAL (11):	\$3,900



TASK "B" DETAIL ESTIMATE					
Task Name (5a):		IPS - Resilience			
Task Summary (5b):		Provide community presentations and build local capacity to advocate for the implementation of trauma informed design			
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):	
1.	12/15/2022	6/30/2024	Provide one (1) Culturally Inclusive Traffic Safety Education Workshop	Presentation Materials, sign in sheets, training evaluations, pictures	
2.	12/15/2022	6/30/2024	Conduct one (1) Trauma Informed Design Education Class	Presentation Materials, sign in sheets, training evaluations, pictures	
3.	12/15/2022	6/30/2024	Provide Community Engagement event	Presentation Materials, sign in sheets, training evaluations, pictures	
4.	12/15/2022	6/30/2024	Develop Messaging of Oasis event	Educational materials, flyers, social media content, pictures	
5.					
6.					
7.					
8.					
9.					
10.					
Staff Costs (7):					
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -	Program Coordinator II		832	\$31.75	\$52,832
Party 2 -	Health Education Assistant II		2,080	\$22.00	\$91,520
Party 3 -	Office Assistant II		2,080	\$18.00	\$74,880
Party 4 -					
Party 5 -					
Party 6 -					
Subtotal Agency Costs:					\$219,232
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -	Lideres Campesinas		1,280	\$25.00	\$64,000
Party 2 -					
Party 3 -					
Subtotal Consultant Costs:					\$64,000
Total Staff Costs (Agency & Consultant) (7c):					\$283,232
Indirect Costs (8)					
Approved ICAP/ICRP (8a)?	<input type="checkbox"/>	If Approved ICAP/ICRP box is checked, provide Rate (8b):			
Task Notes (9):					
Other Costs (10):					
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:					
					Total \$
To fill out an itemized cost for each "Other Cost", use Tab Task B "OC".					
Travel (10a):					\$1,392
Equipment (10b):					\$0
Supplies/Materials (10c):					\$0
Incentives (10d):					\$0
Other Direct Costs (10e):					\$0
Additional Other Direct Costs (10f):					\$0
Subtotals:					\$1,392
TASK GRAND TOTAL (11):					\$284,624

TASK "C" DETAIL ESTIMATE						
Task Name (5a):		Raices Cultura				
Task Summary (5b):		Design and install a trio of artistic crosswalks, temporary public art multifunctional sculptures, and a robust series of programatic events and activations.				
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):		
1.	12/15/2022	6/1/2024	Create 3 semi-permanent crosswalks to the Oasis community.	Photos, quarterly reports		
2.	12/15/2022	6/1/2024	Introduce one (1) preexisting traffic element to the Community; Concrete or metal barriers	Photos, quarterly reports		
3.	12/15/2022	6/1/2024	Install 5 Public Art Installations	Photos, quarterly reports		
4.	12/15/2022	6/1/2024	Conduct eight (8) workshops focused on inclusive design processes with Oasis Residents	Photos, quarterly reports		
5.	12/15/2022	6/1/2024	Conduct 12 monthly Wellness meetings and 4 quartely events	Photos, quarterly reports		
6.	12/15/2022	6/1/2024	Conduct 4 pedestrian, driver safety and awareness events.	Photos, quarterly reports		
7.	12/15/2022	6/1/2024				
8.	12/15/2022	6/1/2024				
9.	12/15/2022	6/1/2024				
10.	12/15/2022	6/1/2024				
Staff Costs (7):						
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 -	Executive Director / Creative Director		598	\$30.00	\$17,940	
Party 2 -	Program Implementation		458	\$18.00	\$8,244	
Party 3 -	General Assistant		246	\$15.00	\$3,690	
Party 4 -						
Party 5 -						
Party 6 -						
Subtotal Agency Costs:				\$29,874	\$0	
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 -	Artist-In-Residence #1		625	\$20.00	\$12,500	
Party 2 -	Artist-In-Residence #2		625	\$20.00	\$12,500	
Party 3 -	Artist-In-Residence #3		625	\$20.00	\$12,500	
Subtotal Consultant Costs:				\$37,500	\$0	
			Total Staff Costs (Agency & Consultant) (7c): \$67,374			
Indirect Costs (8)						
Approved ICAP/ICRP (8a)?	<input type="checkbox"/>	If Approved ICAP/ICRP box is checked, provide Rate (8b):				
Task Notes (9):						
Other Costs (10):						
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:						
					Total \$	
To fill out an itemized cost for each "Other Cost", use Tab Task C "OC".					Travel (10a):	\$900
					Equipment (10b):	\$15,600
					Supplies/Materials (10c):	\$16,400
					Incentives (10d):	\$0
					Other Direct Costs (10e):	\$20,550
					Additional Other Direct Costs (10f):	\$0
					Subtotals:	\$53,450
TASK GRAND TOTAL (11):					\$120,824	



TASK "D" DETAIL ESTIMATE					
Task Name (5a):		Safe Routes for All Program			
Task Summary (5b):		Safe Routes for All proram staff to provide Oasis Park goers, Oasis Elementary and Desert Mirage High School with Non-Infrastructure pedestrian and bicycle safety interventions through educational and encouragment activities.			
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):	
1.	12/15/2022	6/30/2024	Conduct one (1) Pedestrian Safety Presentation to Oasis Community Members and families.	Sign in sheet, flyer, photos and agenda	
2.	12/15/2022	6/30/2024	Provide one (1) PedBike IT training to High School Students	Sign in sheet, flyer, photos and agenda	
3.	12/15/2022	6/30/2024	Organize one (1) Bike Repair Day	Sign in sheet, flyer, photos and agenda	
4.	12/15/2022	6/30/2024	Conduct one (1) walking path pedestrian activity at Oasis park	Sign in sheet, flyer, photos and agenda	
5.	12/15/2022	6/30/2024	Implement the Good Ticket Program and one (1) Elementary school	Sign in sheet, flyer, photos and agenda	
6.					
7.					
8.					
9.					
10.					
Staff Costs (7):					
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -	Program Coordinator		624	\$30.00	\$18,720
Party 2 -	Health Benefit - Program Coordinator		0		\$10,184
Party 3 -	Health Education Assistant		1,040	\$25.00	\$26,000
Party 4 -	Health Benefit - Health Education Assistant		0		\$14,144
Party 5 -	Health Education Assistant		1,040	\$25.00	\$26,000
Party 6 -	Health Benefit - Health Education Assistant		0		\$14,144
			Subtotal Agency Costs:		
					\$109,192
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -	League of American Cyclist				\$4,000
Party 2 -					
Party 3 -					
			Subtotal Consultant Costs:		
					\$4,000
Total Staff Costs (Agency & Consultant) (7c):					\$113,192
Indirect Costs (8)					
Approved ICAP/ICRP (8a)?	<input type="checkbox"/>	If Approved ICAP/ICRP box is checked, provide Rate (8b):			
Task Notes (9):					
Other Costs (10):					
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:					
					Total \$
To fill out an itemized cost for each "Other Cost", use Tab Task D "OC".					Travel (10a):
					\$2,400
					Equipment (10b):
					\$840
					Supplies/Materials (10c):
					\$6,050
					Incentives (10d):
					\$0
					Other Direct Costs (10e):
					\$0
					Additional Other Direct Costs (10f):
					\$0
					Subtotals:
					\$9,290
TASK GRAND TOTAL (11):					\$122,482



TASK "E" DETAIL ESTIMATE						
Task Name (5a):		Kounkuey Design Initiative				
Task Summary (5b):		Work with Living Desert to develop and teach a native plant curriculum, additionally work on leadership development with the Oasis Leadership Committee. Also, KDI will serve as the inhouse designer for the project contributing to several partner efforts including creating a graphic identity.				
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):		
1.	12/15/2022	6/24/2024	Conduct 4 workshops on Native Plants for Oasis Community members	Photos, plans, agendas, presentations		
2.	12/15/2022	6/24/2024	Conduct 20 leadership trainings to Oasis Community members	Photos, plans, agendas, presentations		
3.	12/15/2022	6/24/2024	Host monthly meetings (20) with lead agency	Photos, plans, agendas, presentations		
4.	12/15/2022	6/24/2024	Conduct two (2) design workshops a the beginning of the project with OLC and parter representatives	Photos, plans, agendas, presentations		
5.	12/15/2022	6/24/2024	Develop six (6) typologies of native planing plans at the concept design level	Photos, plans, agendas, presentations		
6.	12/15/2022	6/24/2024	Develop 15 schematic level planting plans	Photos, plans, agendas, presentations		
7.	12/15/2022	6/24/2024	Build five (5) shade structures on the Oasis Loop	Photos, plans, agendas, presentations		
8.	12/15/2022	6/24/2024	Develop one (1) outreach plan for Oasis	Photos, plans, agendas, presentations		
9.	12/15/2022	6/24/2024	Assist OLC with 49 events and all event logisitics	Photos, plans, agendas, presentations		
10.	12/15/2022	6/24/2024	Coordinate community surveying plan with OLC for Oasis Community	Photos, plans, agendas, presentations		
Staff Costs (7):						
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 -	Executive Director		28	\$267.00	\$7,476	
Party 2 -	Design Principle		160	\$207.00	\$33,120	
Party 3 -	Community Associate		172	\$177.00	\$30,444	
Party 4 -	Planning Coordinator		296	\$147.00	\$43,512	
Party 5 -	Desing Coordinator		152	\$ 147.00	\$22,344	
Party 6 -	Community Coordinator		296	\$147.00	\$43,512	
			Subtotal Agency Costs:	\$180,408	\$0	
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 -	Community Outreach Members		50	\$1,000.00	\$50,000	
Party 2 -						
Party 3 -						
			Subtotal Consultant Costs:	\$50,000	\$0	
Total Staff Costs (Agency & Consultant) (7c):					\$230,408	
Indirect Costs (8)						
Approved ICAP/ ICRP (8a)?	<input type="checkbox"/>	If Approved ICAP/ ICRP box is checked, provide Rate (8b):				
Task Notes (9):						
Other Costs (10):						
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:						
					Total \$	
To fill out an itemized cost for each "Other Cost", use Tab Task E "OC".					Travel (10a):	\$16,853
					Equipment (10b):	\$0
					Supplies/Materials (10c):	\$0
					Incentives (10d):	\$0
					Other Direct Costs (10e):	\$0
					Additional Other Direct Costs (10f):	\$0
					Subtotals:	\$16,853
TASK GRAND TOTAL (11):					\$247,261	

TASK "H" DETAIL ESTIMATE					
Task Name (5a):		Alianza Coachella Valley			
Task Summary (5b):		Alianza Coachella Valley will coordinate and lead four learning exchanges throughout this scope of work. Alianza will also be responsible and take lead on the communications of the full project, which includes distribution of flyers, invitations, maintenance and updating the project website and social media campaigns.			
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):	
1.	12/15/2022	7/24/2024	Create and disseminate social media content for Oasis Event	Social Media Posts, Photos, Flyers	
2.	12/15/2022	7/24/2024	Provide Printed educational materials to distribute at Oasis events	Social Media Posts, Photos, Flyers	
3.	12/15/2022	7/24/2024	Coordinate Press releases for Oasis events	Social Media Posts, Photos, Flyers	
4.	12/15/2022	7/24/2024	Conduct community (3) workshop for members and partners	Social Media Posts, Photos, Flyers	
5.	12/15/2022	7/24/2024	Conduct (3) meetings with lead agency to review progress	Social Media Posts, Photos, Flyers	
6.					
7.					
8.					
9.					
10.					
Staff Costs (7):					
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -	Executive Director		75	\$200.00	\$15,000
Party 2 -	Director of Development & External Relations		120	\$150.00	\$18,000
Party 3 -	Director of Programs		120	\$150.00	\$18,000
Party 4 -	Operations Manager		100	\$100.00	\$10,000
Party 5 -	YO-C & Civic Engagement Manager		120	\$100.00	\$12,000
Party 7 -	Communications & Public Relations Manager		416	\$150.00	\$62,400
Party 6 -	Communications Coordinator		416	\$100.00	\$41,600
Subtotal Agency Costs:					\$177,000
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -	Translation Services (Spanish & Purepecha)		32	\$100.00	\$3,200
Party 2 -					
Party 3 -					
Subtotal Consultant Costs:					\$3,200
Total Staff Costs (Agency & Consultant) (7c):					\$180,200
Indirect Costs (8)					
Approved ICAP/ ICRP (8a)?	<input type="checkbox"/>	If Approved ICAP/ ICRP box is checked, provide Rate (8b):			
Task Notes (9):					
Other Costs (10):					
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:					
					Total \$
To fill out an itemized cost for each "Other Cost", use Tab Task H "OC".					
Travel (10a):					\$5,000
Equipment (10b):					\$2,000
Supplies/Materials (10c):					\$8,000
Incentives (10d):					\$0
Other Direct Costs (10e):					\$0
Additional Other Direct Costs (10f):					\$15,000
Subtotals:					\$30,000
TASK GRAND TOTAL (11):					\$210,200



## Detailed Engineer's Estimate and Total Project Costs

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

### Project Information:

Agency: Riverside University Health System - Public Health

Date: 10/21/2022

Project Description: Provide Oasis community members various infrastructure additions.

Project Title: Oasis Beautification Project

Project Location: Oasis, Ca

Name of Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate: Alan Dyck

License #: 70190

### Engineer's Estimate and Cost Breakdown:

Engineer's Estimate (for Construction Items Only)						Cost Breakdown					
						CCLGP Participating Costs/Items		CCLGP Non-participating Costs/Items			
Item No.	Item	Quantity	Units	Unit Cost	Total Item Cost	%	\$	%	\$		
<b>General Overhead-Related Construction Items</b>											
1	Mobilization		LS			60%		40%			
2	Traffic Control		LS			60%		40%			
3	Stormwater Protection Plan		LS			60%		40%			
4	Structure Engineering (for contracting agency to design structure)	1	LS	\$80,000.00	\$80,000	100%	\$80,000				
5			LS			100%					
6			LS			100%					
7			LS			100%					
8			LS			100%					
9			LS			100%					
10			LS			100%					
<b>General Construction Items</b>											
11	Salary/ benefits for Plant Project Coordinator	1040	Hourly	\$33.80	\$35,152	100%	\$35,152				
12	Salary/ benefits for Plant Project Field Lead	2496	Hourly	\$33.80	\$84,365	100%	\$84,365				
13	Salary/ benefits for Plant Project Interviewer	832	Hourly	\$44.20	\$36,774	100%	\$36,774				
14	Pots (extras needed, for normal plant loss)	2000	Each	\$2.00	\$4,000	100%	\$4,000				
15	Pot Trays (For native plants)	200	Each	\$5.00	\$1,000	100%	\$1,000				
16	Perlite (For native plants)	100	Bag	\$40.00	\$4,000	100%	\$4,000				
17	Soil (For planting)	60	Yard	\$30.00	\$1,800	100%	\$1,800				
18	Sand (for landscaping)	4	Yard	\$45.00	\$180	100%	\$180				
19	Sod Cutter (for maintenance)	1	Each	\$4,250.00	\$4,250	100%	\$4,250				
20	Shovels & Rakes (for installation and maintenance)	20	Each	\$30.00	\$600	100%	\$600				
21	Watering Cans (for installation and maintenance)	3	Each	\$19.00	\$57	100%	\$57				
22	Rototiller (for installation)	1	Each	\$2,000.00	\$2,000	100%	\$2,000				
23	Lawn Mower (for maintenance)	1	Each	\$500.00	\$500	100%	\$500				
24	Native Tree Purchases (over 15 feet tall)	150	Each	\$850.00	\$127,500	100%	\$127,500				
25	Mileage Charges (200 miles/week x 2 yrs)	20800	Each	\$0.59	\$12,168	100%	\$12,168				
26	Overhead Costs of The Living Desert	10%	%	\$271,846.20	\$27,185	100%	\$27,185				
27	Benefitted TLD Staff Time (avg.)	1082	Hourly	\$69.65	\$75,331	100%	\$75,331				
28	850 flowers/plants (to beautify spaces)	850	Each	\$107.35	\$91,248	100%	\$91,248				
29	Compost (for landscaping)	477	Each	\$65.00	\$31,000	100%	\$31,000				
30	Installation Labor	5		\$30,000.00	\$150,000	100%	\$150,000				
31	Shade structure Construction (for the public)	5		\$64,000.00	\$320,000	100%	\$320,000				
32								100%			
33								100%			
34								100%			
35								100%			
36								100%			
37								100%			
38								100%			
39								100%			
40								100%			
41								100%			
42								100%			
43								100%			
44								100%			
45								100%			
46								100%			
47								100%			
48								100%			
49								100%			
50								100%			
51								100%			
52								100%			
Subtotal of Construction Items:					\$1,089,110		\$1,089,110				
Construction Item Contingencies (% of Construction Items):											
Total (Construction Items & Contingencies) cost:						\$1,089,110	\$1,089,110				

### Project Delivery Costs:

Type of Project Cost	Cost \$		
Preliminary Engineering (PE)		CCLGP Participating Costs	CCLGP Non-participating Costs
Environmental Studies and Permits(PA&ED):			
Plans, Specifications and Estimates (PS&E):			
Total PE:	\$ -		"PE" costs / "CON" costs 25% Max
Right of Way (RW)			
Right of Way Engineering:			
Acquisitions and Utilities:			



## Detailed Engineer's Estimate and Total Project Costs

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

### Project Information:

Agency:	Riverside University Health System - Public Health	Date:	10/21/2022
Project Description:	Provide Oasis community members various infrastructure additons.		
Project Title:	Oasis Beautification Project		
Project Location:	Oasis, Ca		
Name of Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate:		Alan Dyck	License #: 70190
Total RW:	\$ -		
Total Pre-Construction Costs (PE+RW):			
Construction Engineering (CE)			"CE" costs / "CON" costs
Construction Engineering (CE):			15% Max
Total Construction Costs:	\$1,089,110	\$1,089,110	
		CCLGP Participating Costs	Non-participating Costs
Total Project Cost:	\$1,089,110	\$1,089,110	

### Documentation of Non-Participating Costs:

The Engineer's logic and/or calculations for splitting costs between CCLGP-Participating and Non-participating costs must be documented in this section of the Estimate form.

Separate logic is required for each item which is partly a participating cost for CCLGP funding or is required for the construction of a non-participating item/element of the project.

Item #:	Description of Engineer's Logic: (See examples shown in the Instructions)
	All items listed are deemed to be CCLGP-Participating. They all are necessary for the goal of beautifying the roadway and community spaces.