

Grant Agreement Cover Sheet

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| Grant Number |
| TRP16-23-0037 |
| Name of Grant Program |
| 2023-24 Rubberized Pavement Grant Program |
| Grantee Name |
| City of Meniffee |
| Taxpayer's Federal Employer Identification Number |
| |
| Total Grant not to Exceed |
| \$136,667.00 |
| Start of Grant Term |
| Notice to Proceed Email Date |
| End of Grant Term |
| April 01, 2026 |

The Department of Resources Recycling and Recovery (CalRecycle) and City of Meniffee (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

Exhibit A – Terms and Conditions

Exhibit B – Procedures and Requirements

Exhibit C – Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle. In witness whereof, the parties hereto have executed this Agreement as of the dates entered below.

| | |
|--|--|
| Department/Grantor Name | Grantee Name |
| CalRecycle | City of Menifee |
| Signature of CalRecycle's Authorized Signatory | Signature of Grantee's Authorized Signatory (as authorized in Resolution, Letter of Commitment, or Letter of Designation) |
| X | |
| Printed Name of CalRecycle's Authorized Signatory | Printed Name of Grantee's Authorized Signatory |
| Brandy Hunt | |
| Title | Title |
| Deputy Director, CalRecycle | |
| Date | Date |
| | |

| |
|--|
| Grantee Payment Address |
| Public Works 29844 Haun Road Menifee, CA 92586 |

| |
|--|
| Revised Grantee Payment Address (if needed) |
| |

Certification of Funding

| Amount Encumbered by this Agreement | Prior Amount Encumbered for this Agreement | Total Amount Encumbered to Date |
|---|--|---------------------------------|
| \$136,667.00 | | \$136,667.00 |
| Grant Year/Program | Chapter | Statute Year |
| 2023-24 Rubberized Pavement Grant Program | 12 | 2023 |
| Org Code | Reference | Fund |
| 3970 | 101 | 0226 |
| Enactment Year | Fiscal Year | Fund Title |
| 2023 | 2023-24 | TIRE |

Fi\$Cal Expenditure Information

| Reporting Structure | Program (PGM-SUB-TSK) | Account/Alt Account |
|---------------------|-----------------------|---------------------|
| 39707830 | 3700000214 | 5432000 |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

| Signature of CalRecycle Budget Office | Date |
|---|--------------|
| Dalma Gomez  Digitally signed by Dalma Gomez Date: 2024.01.31 12:38:54 -08'00' | Jan 31, 2024 |

Exhibit A

Terms and Conditions

Rubberized Pavement Grant Program Fiscal Year 2023–24

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the Grantee for this Grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Rubberized Pavement Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

Air or Water Pollution Violation

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

Americans with Disabilities Act

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA)(42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Assignment, Successors, and Assigns

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.

- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

Audit/Records Access

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions and Procedures and Requirements with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

Authorized Representative

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

Availability of Funds

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Bankruptcy/Declaration of Fiscal Emergency Notification

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

Charter Cities

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant

project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Child Support Compliance Act

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Communications

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

Compliance

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

Conflict of Interest

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

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

Contractors/Subcontractors

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

Copyrights

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

Corporation Qualified to do Business in California

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

Discharge of Grant Obligations

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

Disclaimer of Warranty

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

Discretionary Termination

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

Disputes

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

Drug-Free Workplace Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee'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) Require that each employee who works on the grant:
 - (1) Receive a copy of the drug-free policy statement of the grantee.
 - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Effectiveness of Agreement

This Agreement is of no force or effect until signed by both parties.

Entire Agreement

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

Environmental Justice

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

Expatriate Corporations

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the State of California.

Failure to Perform as Required by this Agreement

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

In addition to forfeiture of grant funds, failure to perform as required by this Agreement may impact Grantee's eligibility for future grants offered by CalRecycle.

Force Majeure

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

Forfeit of Grant Funds/Repayment of Funds Improperly Expended

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

Generally Accepted Accounting Principles

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

Grant Manager

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

Grantee Accountability

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

Grantee's Indemnification and Defense of the State

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

Grantee's Name Change

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

In Case of Emergency

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

Limited Waiver of Sovereign Immunity and Consent to Jurisdiction

The Grantee expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of CalRecycle, but not as to any other person or entity, as to any dispute which specifically arises under this Agreement and not as to any other action, matters or disputes.

The Grantee does not waive its sovereign immunity with respect to (i) actions by third parties, except for parties acting on behalf of, under authorization from the Grantee or CalRecycle, or (ii) disputes between the Grantee and CalRecycle which do not specifically arise under this Agreement. The Grantee further agrees that exhaustion of tribal administrative remedies,

including before any tribal court, shall not be required prior to proceeding to filing a complaint in the appropriate court of law; and

The Grantee and CalRecycle agree that any monetary damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred based on obligations contained in this Agreement that have been demonstrated with substantial certainty and which do not, in any event, exceed the total amount of the award under this Agreement. The Grantee and CalRecycle agree not to assert any claim for damages, injunctive, or other relief which is not consistent with the provisions of this Agreement; and

The Grantee and CalRecycle may seek, and the Grantee may seek after it has exhausted any available remedy through the Government Claims Program and the Program so approves, judicial review for breach of contract in the State Superior Court for Sacramento County, including any appellate proceedings. The Grantee and CalRecycle expressly consent to the jurisdiction of such Court, provided that:

- (a) No person or entity other than the Grantee and CalRecycle is a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Grantee or CalRecycle in respect to any such third party.
- (b) The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

Nothing in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Grantee with respect to intervention by any additional party not deemed an indispensable party to the proceeding. Unless otherwise agreed by the Grantee and CalRecycle, any dispute resolution meetings or communications, or mediation, shall be in the context of a settlement discussion to potential litigation and remain confidential to the extent not prohibited by applicable law.

National Labor Relations Board Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the grantee within the immediately preceding two-year period because of the grantee's failure to comply with an order of a federal court which orders the grantee to comply with an order of the National Labor Relations Board. This section is not applicable if the grantee is a public entity.

No Agency Relationship Created/Independent Capacity

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

No Waiver of Rights

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right.

A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

Non-Discrimination Clause

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

Order of Precedence

The performance of this grant shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

Ownership of Drawings, Plans, and Specifications

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

Payment

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

Personal Jurisdiction

The grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

Personnel Costs

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

Real and Personal Property Acquired with Grant Funds

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle. Grantee's violation of this provision shall result in Grantee's reimbursement to CalRecycle of the amount of grant funds used to purchase said equipment and supplies.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

Recycled-Content Paper

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

Reduction of Waste

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

Reduction of Waste Tires

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

Reimbursement Limitations

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](https://www.calrecycle.ca.gov/laws/regulations/title14) (<https://www.calrecycle.ca.gov/laws/regulations/title14>), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle’s Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

Remedies

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

Severability

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Site Access

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

Stop Work Notice

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

Termination for Cause

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

Time is of the Essence

Time is of the essence to this Agreement.

Tolling of Statute of Limitations

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

Union Organizing

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (b) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

Venue/Choice of Law

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

Waiver of Claims and Recourse against the State

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

Work Products

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

Workers' Compensation/Labor Code

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



July 2023

Department of Resources Recycling and Recovery

Exhibit B

Procedures and Requirements

Rubberized Pavement Grant Program

16th Cycle Fiscal Year 2023–24

Copies of these Procedures and Requirements must be shared with both the Finance Department and the staff responsible for implementing the grant activities.

Table of Contents

| | |
|--|----------|
| Introduction | 3 |
| Milestones | 3 |
| Grants Management System (GMS) | 3 |
| Accessing the Grant | 3 |
| Contact Updates | 4 |
| Prior to Commencing Work | 5 |
| Permitting | 5 |
| Reliable Contractor Declaration | 5 |
| Grant Term | 6 |
| Project Requirements | 6 |
| RAC Hot-Mix (Hot-Mix) Project | 6 |
| Rubberized Chip Seal (Chip Seal) Project | 7 |
| Reimbursement Rates | 7 |
| Table 1. Reimbursement Rates | 7 |
| Eligible Costs | 7 |
| Ineligible Costs | 8 |
| Modifications | 8 |
| Acknowledgements | 9 |
| Reporting Requirements | 9 |
| Electronic and Original Signatures | 10 |
| Progress Report | 10 |
| Progress Report Requirements with No Payment Request | 10 |
| Progress Report Requirements with Payment Request | 11 |
| Final Report | 13 |
| Payment Calculation Summary Form | 16 |
| Grant Payment Information | 16 |
| Payment Request and Documentation | 17 |
| Audit Considerations | 19 |

Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the Rubberized Pavement Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements.

In a Regional Grant, the term “grantee” used throughout this document refers to the Lead Participant (Lead). The Lead is designated to act on behalf of all Non-Lead Participant(s). The Lead manages the grant, is responsible for the performance of the grant and all required documentation and administers the grant funds to its Non-Lead Participants on its behalf.

This document is attached to, and incorporated by reference, into the Grant Agreement.

Milestones

Notice to Proceed Date: Grant Term Begins on the date that CalRecycle emails the Notice to Proceed.

April 1, 2025: Progress Report Due

April 1, 2026: Final Report and Final Payment Request Due

April 1, 2026: Grant Term End

Grants Management System (GMS)

GMS is CalRecycle’s web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle’s WebPass page](https://secure.calrecycle.ca.gov/WebPass/) (<https://secure.calrecycle.ca.gov/WebPass/>).

Accessing the Grant

Grantees must [log in to GMS](https://secure.calrecycle.ca.gov/Grants) (<https://secure.calrecycle.ca.gov/Grants>) using their web pass. After logging in, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab:** Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab:** Grantee requests reimbursement.
- **Reports tab:** Grantee uploads required reports.
- **Documents tab:** Grantee uploads all other grant documents that are not supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the “Allow Access” check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Permitting

The grantee is responsible for ensuring that the entire project, not just the portion reimbursed by this Grant, is in compliance with all federal, state, and local laws and permitting requirements. The grantee is also responsible for ensuring that project contractors and subcontractors have all necessary permits and licenses to perform the work for which they are hired, including, but not limited to, permitting by the appropriate Air Pollution Control District, Air Quality Management District, or other local air quality agency when required. Failure to comply with permitting requirements may result in denial of payment under this Grant. The grantee should retain all permitting documentation for audit purposes. See the "Audit Record/Access" section of the Terms and Conditions (Exhibit A).

Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in [section 17050 of Title 14](https://www.calrecycle.ca.gov/Laws/Regulations/Title14/) (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the [CalRecycle Unreliable Contractor List](https://www.calrecycle.ca.gov/Funding/Unreliability/) (<https://www.calrecycle.ca.gov/Funding/Unreliability/>) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from [CalRecycle's Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms/) (<https://www.calrecycle.ca.gov/Funding/Forms/>).

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

Grant Term

The Grant Term begins on the date of the Notice to Proceed (NTP) email, which is the formal notification from CalRecycle authorizing the grantee to begin the grant project and ends on April 1, 2026. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to the NTP date or after the end date are not eligible for reimbursement.

The Final Report and final Payment Request are due on **April 1, 2026**. CalRecycle recommends reserving the period from March 1, 2026 to April 1, 2026 exclusively for the preparation of the Final Report and final Payment Request, though they may be completed earlier.

Project Requirements

All projects are subject to the following requirements:

- The grantee will construct one or more Rubberized Asphalt Concrete (RAC) Hot-Mix or Rubberized Chip Seal project(s) at the location(s) specified in the approved grant application, unless otherwise approved by the Grant Manager (See Modifications section).
- Only California-generated waste tires that are processed in California shall be used in the crumb rubber portion of the project(s). Recycled end-of-life crumb rubber that meets all specifications and standards can be used, as appropriate, with prior written permission from the Grant Manager.
- The project(s) must be located in California.
- Projects must be owned and maintained by the applicant and accessible to the general public.
- Reimbursement will not exceed the amount stated on the Grant Agreement Cover Sheet (CalRecycle 110).
- Construction of the RAC portion of any project must commence on or after the date indicated in the Notice to Proceed and be completed by April 1, 2026.
- The binder material must contain a minimum of 300 pounds (equivalent to 15 percent by weight) of tire-derived crumb rubber per ton of rubberized binder. The binder may be either asphalt rubber/field blend or terminal blend.

Additionally, the following project requirements are specific to the individual project as indicated:

RAC Hot-Mix (Hot-Mix) Project

- Project(s) must use a minimum of **2,000 tons** of RAC hot-mix (**1,000 tons** for Tribal Entities).
- If a grantee has not previously received a CalRecycle Pavement or RAC grant, appropriate grantee staff must attend a CalRecycle-sponsored training before beginning the project. Topics for the training are typically in one-hour modules and may include a general introduction to the program or a more detailed discussion regarding the RAC manufacturing and construction processes and procedures.

Rubberized Chip Seal (Chip Seal) Project

- Project(s) must use a minimum area of **40,000 square yards** of chip seal material (**20,000 square yards** for Tribal Entities).

Reimbursement Rates

Table 1 provides reimbursement rates, as approved in the application, by grant category for both individual and regional grants. Regional grants will be reimbursed at the RAC-1 and/or Chip Seal rate, as applicable. Refer to your “Approved Project Summary & Calculation” document uploaded in GMS for your approved category and reimbursement rate.

For regional grants, reimbursement for work performed in a single jurisdiction, whether that jurisdiction is the Lead Participant or a Non-Lead Participant, cannot exceed 80% of the total grant reimbursement. If at the end of the grant, more than 80% of the reimbursed material (by value) was used in a single jurisdiction, CalRecycle may treat the grant as if it were an individual grant and adjust the reimbursement rate and maximum amount as if that jurisdiction had applied individually.

Table 1. Reimbursement Rates

| Grant Category | Tier 1¹ (Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties) | Tier 2² (All other counties) |
|-----------------------|---|--|
| RAC – 1 | \$10 per ton \$20 per ton (Tribal Entities) | \$20 per ton \$40 per ton (Tribal Entities) |
| RAC – 2 | \$7 per ton \$14 per ton (Tribal Entities) | \$14 per ton \$28 per ton (Tribal Entities) |
| RAC – 3 | \$4 per ton \$8 per ton (Tribal Entities) | \$8 per ton \$16 per ton (Tribal Entities) |
| Chip Seal | \$0.50 per square yard \$1 per square yards (Tribal Entities) | \$1 per square yard \$2 per square yards (Tribal Entities) |

Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts when the grantee receives a Notice to Proceed from CalRecycle and ends on April 1, 2026. (See “Grant Term” for additional information). All grant expenditures must be for activities, products, and costs directly related to the delivery and installation/placement of the paving material. To be eligible for reimbursement, costs must be incurred after receiving a Notice to Proceed and before the end of the Grant Term. All services must be provided, and goods received during this period in order to be eligible costs.

¹ Reimbursement is based on a **\$10 (\$20 for Tribal Entities)** per ton base rate for hot-mix projects

² Reimbursement is based on a **\$20 (\$40 for Tribal Entities)** per ton base rate for hot-mix projects

Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

Eligible costs are expenditures incurred and paid for eligible paving material delivered and installed during the Grant Term (from the date of the Notice to Proceed email through April 1, 2026).

Ineligible Costs

Any costs not specifically included in the approved Project Summary and Calculation sheet and not directly related to the delivery and installation/placement of the paving material and the approved grant project are ineligible for reimbursement. The grantee should contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred for projects that start construction of the RAC paving portion prior to the date that CalRecycle sends the Notice to Proceed, or end construction after April 1, 2026.
- Projects utilizing crumb rubber material that is not made from only California-generated waste tires processed in California.
- Recycled end-of-life crumb rubber that does not meet all specifications and standards.
- Projects using less than the required amount of crumb rubber, as specified in Project Requirements.
- Slurry Seal material/application (whether or not they contain rubber). In a cape seal project, the slurry seal portion is not an eligible cost.
- Testing costs.
- Personnel costs, including fringe benefits.
- Overhead and/or indirect costs.
- Any other costs the CalRecycle Grant Manager deemed unreasonable or unrelated to the purpose of the grant.

Modifications

The grantee must submit any proposed revision(s) to the approved Project Summary and Calculation sheet in writing to the Grant Manager. The grantee may not incur costs or make expenditures based on the revision without first receiving the Grant Manager's written approval. Proposed revisions must be clearly marked on the revised Project Summary and Calculation sheet that you obtain from the Grant Manager. The request must include justification for the proposed change(s). If approved, the Grant Manager will upload the final revised Project Summary and Calculation sheet to GMS and notify the grantee. The grantee may submit proposed revisions in conjunction with a Progress Report, but they cannot be submitted as part of the Progress Report. The grantee should retain the approval document(s) for audit purposes. See the "Audit Record/Access" section of the Terms and Conditions (Exhibit A).

For a regional grant, changes that would remove one or more participating jurisdictions from the grant will be evaluated on a case-by-case basis to determine whether the grant amount and/or reimbursement rate should be adjusted.

Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan. Contact your Grant Manager for the CalRecycle logo.

By April 1, 2026, the grantee must list on their website, for a minimum period of one year, an acknowledgement of CalRecycle's funding and the waste tire diversion amounts for the project(s). The acknowledgement must include the following three required components:

1. Funded by grant from CalRecycle
2. CalRecycle Logo³
3. Number of California waste tires⁴ diverted from the waste stream by this project

When the web site acknowledgement posting is problematic due to grantee-specific issues, the grantee may substitute signage as an alternative acknowledgement upon written pre-approval from the Grant Manager. The alternative must include the three required components listed above. The signage must be placed in a prominent location along the project site(s), where it must be permanent for a minimum period of one year after project completion. If this alternative is used, a digital photograph of the signage at the project site must be provided with the final report.

Reporting Requirements

The Grant Agreement requires a Progress Report and a Final Report; however, the Grant Manager may require additional Progress Reports at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The grantee must upload all reports in GMS. For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above). To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.

³ The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. Information regarding logos are available in the [Image Gallery web site](https://www.calrecycle.ca.gov/Gallery) (<https://www.calrecycle.ca.gov/Gallery>).

⁴ To determine the number of tires diverted, refer to the Payment Calculation Summary form (CalRecycle 748-TRP). This is typically calculated **after** construction.

- Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, rejection of the Payment Request, and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. The grantee must report any problems or delays immediately to the Grant Manager.

For a Regional Grant, the Lead Participant will be responsible for compiling all reporting documentation from its Non-Lead Participant(s).

Electronic and Original Signatures

CalRecycle requires certified e-Signature on documents or forms that certify legally binding information.

Note: E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be the “Fill and Sign” function within Adobe. Any documents using the “Fill and Sign” method is considered incomplete and may be sent back to the grantee.

If you have questions, email grantassistance@calrecycle.ca.gov.

Progress Report

The grantee must submit a **Progress Report** by the due dates listed in the Milestones Section of this document. The report should cover grant activities that occurred from the Notice to Proceed date through **April 1, 2025**. The Progress Report must be submitted even if no work has started on the project. The Progress Report must be prepared in the format specified below and uploaded into the GMS system, see “Reporting Requirements.”

For a Regional Grant, the Lead Participant will be responsible for compiling all reporting documentation from its Non-Lead Participant(s).

The Progress Report must address the work completed during the reporting period and be accompanied by all required supporting documentation, including pre-construction photographs. The Progress Report must include:

Progress Report Requirements with No Payment Request

1. Cover Page
 - Name of the grantee
 - Grant number
 - Amount of grant award

- Dates of report coverage
- Report preparation date
- Disclaimer statement, as follows:
 “The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text.”

2. Project Summary and Status

Provide a brief description of the progress of the rubberized pavement project(s) including:

- Approved, completed and in-process project(s)
- The timeline for completion of remaining project(s)
- Results Achieved
- Problems encountered or anticipated
- Provide a brief description of any changes to the project and/or schedule including:
 - 1) Changes in grantee contact information
 - 2) Changes or modifications to the original project

Progress Report Requirements with Payment Request

1. Cover Page

- Name of the grantee
- Grant number
- Amount of grant award
- Dates of report coverage
- Report preparation date
- Disclaimer statement, as follows:
 “The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text.”

2. Table of Contents

Identify report contents and corresponding page numbers

3. Project Summary and Status

Provide a concise Executive Summary of the project(s). Within the narrative of the report, the following information must be included:

- Project(s) location, such as the project area/name within the jurisdiction
- Amount of rubberized pavement material used (tons for hot-mix, square yards for chip seal)
- General Information (thickness of paving, type of mix – e.g. asphalt-rubber, type G, gap graded, open graded, dense graded, warm mix, etc.)
- Binder information – asphalt-rubber/field blend or terminal blend, including asphalt cement type/grade.

You **must specify** the following:

- Percent⁵ of crumb rubber used in the binder
- Percent⁶ of binder in the mix (for hot-mix projects)
- Spread rate⁷ (gal/yd²) (for chip seal projects)
- Cost of material (cost per ton of hot-mix, cost per square yard of chip seal)
- Problems encountered
- Total pounds of crumb rubber (and PTE) used in project(s). Refer to the Payment Calculation Summary form (CalRecycle 748-TRP) to calculate total pounds. See "[Payment Calculation Summary Form](#)" section for more information.

For Hot-Mix Projects: the total pounds of crumb rubber can be derived by multiplying the total tons of RAC hot-mix material used in the project(s) by the percent⁵ of crumb rubber in the binder and the percent⁶ binder in the mix multiplied by 2,000 (pounds per ton). The subsequent PTE can be derived by dividing the total pounds of crumb rubber by 12 (pounds per tire).

For Chip Seal Projects: the total pounds of crumb rubber can be derived by multiplying the total square yards of chip seal material used in the project(s) by the percent⁵ of crumb rubber in the binder and the spread rate⁷ multiplied by 8 (pounds per gallon)⁸. The subsequent PTE can be derived by dividing the total pounds of crumb rubber by 12 (pounds per tire).

4. Contractor Summary

List of all contractors and subcontractors that supplied rubberized asphalt materials for the project. For each contractor and subcontractor the following information must be included:

- Name of Firm
- Contact person
- Address
- Concise statement of work completed
- Time period in which the work was completed
- Amount paid
- A signed copy of the Reliable Contractor Declaration (CalRecycle 168) for the paving/prime contractor at the beginning of the project (subcontractors are optional).

Additionally, provide the subcontractor⁹ for the following (if applicable):

⁵ Usually 15-20 percent, subject to a minimum of 15 percent for the grant project(s).

⁶ Usually between 7-8 percent for asphalt rubber/field blend; 5-6 percent for terminal blend.

⁷ Usually between 0.40 to 0.70 gal/yd².

⁸ Eight (8) pounds per gallon is the nominal specific weight in a typical chip seal application.

⁹ Refer to your paving/prime contractor for this information.

- Binder Supplier
- Hot-Mix/Chip Seal Manufacturer
- California Crumb Rubber Provider

5. Waste Tires Diverted

Total number of California waste tires diverted from the waste stream as a result of the project's completion. This number (PTE) can be calculated when completing the Payment Calculation Summary form (CalRecycle 748-TRP). Also refer to item 3 above for the PTE formula. For more details about this form, refer to item C of the Supporting Documentation section in the Payment Request and Documentation section and the Payment Calculation Summary Form section . This form is available at the [CalRecycle Grant Forms website](https://www.calrecycle.ca.gov/Funding/forms/) (<https://www.calrecycle.ca.gov/Funding/forms/>).

6. Photographs (uploaded separately in GMS)

Two digital photographs of the completed project. Pre-construction photographs are highly recommended, however, not mandatory.

7. Project Acknowledgement (uploaded separately in GMS)

Include a copy of your internet web page (or alternative) project acknowledgement, including the web address (URL). If signage alternative is used, a digital photograph of the signage at the project site must be provided with the final report. Refer to the [Acknowledgements section](#) for more details.

To submit a Grant Payment Request with your Progress Report, skip the Final Report section, continue with the requirements in the [Payment Calculation Summary Form section](#), through the [Grant Payment Information](#) section.

Final Report

The grantee must submit the **Final Report** by the due date listed in the Milestones Section of this document, however it may be submitted at any time after the project is completed, but no later than **April 1, 2026**. This report should cover grant activities **from the Notice to Proceed through April 1, 2026**, or completion of project, whichever is sooner.

Failure to submit the Final Report with appropriate documentation by April 1, 2026, may result in rejection of the final Grant Payment Request and/or forfeiture by the grantee of any claims for reimbursement of otherwise eligible costs.

For a Regional Grant, the Lead Participant will be responsible for compiling all reporting documentation from its Non-Lead Participant(s).

The Final Report must be prepared in the format specified below and must be uploaded into the GMS system, see "Reporting Requirements" section for instructions; you may need to upload multiple documents to complete all the requirements listed below. If requested, the grantee shall make an oral presentation to CalRecycle. The Final Report must include the following:

1. Cover Page

- Name of the grantee
- Grant number
- Amount of grant award
- Dates of report coverage
- Report preparation date
- Disclaimer statement, as follows:
“The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text.”

2. Table of Contents

Identify report contents and corresponding page numbers.

3. Project Summary and Status

Provide a concise Executive Summary of the project(s). Within the narrative of the report, the following information must be included:

- Project(s) location, such as the project area/name within the jurisdiction
- Amount of rubberized pavement material used (tons for hot-mix, square yards for chip seal)
- General Information (thickness of paving, type of mix – e.g. asphalt-rubber, type G, gap graded, open graded, dense graded, warm mix, etc.)
- Binder information – asphalt-rubber/field blend or terminal blend, including asphalt cement type/grade.
You **must specify** the following:
 - Percent¹⁰ of crumb rubber used in the binder
 - Percent¹¹ of binder in the mix (for hot-mix projects)
 - Spread rate¹² (gal/yd²) (for chip seal projects)
- Cost of material (cost per ton of hot-mix, cost per square yard of chip seal)
- Problems encountered
- Total pounds of crumb rubber (and PTE) used in project(s). Refer to the Payment Calculation Summary form (CalRecycle 748-TRP) to calculate total pounds. See [“Payment Calculation Summary Form”](#) section for more information.

For Hot-Mix Projects: the total pounds of crumb rubber can be derived by multiplying the total tons of RAC hot-mix material used in the project(s) by the percent¹⁰ of crumb rubber in the binder and the percent¹¹ binder in the mix multiplied by 2,000 (pounds per ton). The subsequent PTE can be derived by dividing the total pounds of crumb rubber by 12 (pounds per tire).

¹⁰ Usually 15-20 percent, subject to a minimum of 15 percent for the grant project(s).

¹¹ Usually between 7-8 percent for asphalt rubber/field blend; 5-6 percent for terminal blend.

¹² Usually between 0.40 to 0.70 gal/yd².

For Chip Seal Projects: the total pounds of crumb rubber can be derived by multiplying the total square yards of chip seal material used in the project(s) by the percent¹⁰ of crumb rubber in the binder and the spread rate¹² multiplied by 8 (pounds per gallon)¹³. The subsequent PTE can be derived by dividing this total pounds of crumb rubber by 12 (pounds per tire).

4. Contractor Summary

List of all contractors and subcontractors that supplied rubberized asphalt materials for the project. For each contractor and subcontractor the following information must be included:

- Name of Firm
- Contact person
- Address
- Concise statement of work completed
- Time period in which the work was completed
- Amount paid
- A signed copy of the Reliable Contractor Declaration (CalRecycle 168) for the paving/prime contractor at the beginning of the project (subcontractors are optional).

Additionally, provide the subcontractor¹⁴ for the following (if applicable):

- Binder Supplier
- Hot-Mix/Chip Seal Manufacturer
- California Crumb Rubber Provider

5. Waste Tires Diverted

Total number of California waste tires diverted from the waste stream as a result of the project's completion. This number (PTE) can be calculated when completing the Payment Calculation Summary form (CalRecycle 748-TRP). Also refer to item 3 above for the PTE formula. For more details about this form, refer to item C of the Supporting Documentation section in the Payment Request and Documentation section and the Payment Calculation Summary Form section. This form is available at the [CalRecycle Grant Forms website](https://www.calrecycle.ca.gov/Funding/forms/) (<https://www.calrecycle.ca.gov/Funding/forms/>).

6. Photographs (uploaded separately in GMS)

Two digital photographs of the completed project. Pre-construction photographs are highly recommended, however, not mandatory.

7. Project Acknowledgement (uploaded separately in GMS)

Include a copy of your internet web page (or alternative) project acknowledgement, including the web address (URL). If signage alternative is

¹³ Eight (8) pounds per gallon is the nominal specific weight in a typical chip seal application.

¹⁴ Refer to your paving/prime contractor for this information.

used, a digital photograph of the signage at the project site must be provided with the final report. Refer to the [Acknowledgements section](#) for more details.

Payment Calculation Summary Form

As part of the Payment Request submittal, a Payment Calculation Summary form (CalRecycle 748-TRP) **must** be uploaded in GMS. Complete the form, as appropriate. Refer to your latest Approved Project Summary and Calculation sheet for the applicable version to use. Enter project names. If none, enter “Various Streets”. **Do not** list street names. Pounds of crumb rubber used and number of waste tires diverted can be calculated by completing this form. Samples of completed form are provided on the right two tabs of the form. Various options are displayed showing different ways to enter project names and group data for easy-to-follow calculations. The last tab (titled Regional Application Sample) illustrates a sample for a **Regional Grant**. ABC County is the Lead Participant and City of XYZ is the Non-Lead Participant, requesting reimbursement for a joint hot-mix project. One sample tab is provided for the form applicable to tribal entities. The form is available at the [CalRecycle Grant Forms website](https://www.calrecycle.ca.gov/Funding/forms/) (<https://www.calrecycle.ca.gov/Funding/forms/>). Save and upload the completed form as an Excel file. Do not save as a PDF file—it will not be accepted.

Grant Payment Information

- Payment to the grantee for eligible grant expenses is made on a reimbursement basis only, and only for those materials and services specified in the approved Project Summary and Calculation sheet. **Reimbursement will be determined by the actual cost, not to exceed the grant award amount.**
- The grantee may request reimbursement only twice during the Grant Term. In conjunction with (or after) submission of the Progress Report and in conjunction with the Final Report.
- The grantee must submit the required Progress Report/Final Report prior to, or concurrent with, submission of the Grant Payment Request. No reimbursement is made prior to Grant Manager approval of the report.
- The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the “Payment Request and Documentation” section for completed project(s) only.
- CalRecycle will make grant payments to only the grantee. It is the grantee’s responsibility to pay all contractors and subcontractors for purchased goods and services.
- CalRecycle will withhold and retain 10 percent of each approved Grant Payment Request amount until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and Final Reports have been satisfied.
- CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date the Grant Manager approves a Grant Payment Request.
- The grantee must provide a [Reliable Contractor Declaration \(CalRecycle 168\)](https://www.calrecycle.ca.gov/Funding/forms/) (<https://www.calrecycle.ca.gov/Funding/forms/>) signed under penalty of perjury by the grantee’s contractors and subcontractors in accordance with the “Reliable Contractor Declaration” section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to

commencement of work. See the “Reliable Contractor Declaration” section in Terms and Conditions (Exhibit A) for more information.

Payment Request and Documentation

Failure to submit the final Payment Request with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The grantee must submit payment requests in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above). To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
 - a. Choose **Reimburse** for the **Transaction Type** and enter the amount spent in each budget subcategory.
 - b. When the transaction is complete, click the **Save** button.
 - c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
 - a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.
 - b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - c. The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.
 - a. **Note:** Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

Supporting Documentation

- **Grant Payment Request form** (CalRecycle 87)
 - A scanned copy with the signature of the signatory or his/her designee, as authorized by grantee’s Resolution or Letter of Commitment, must be uploaded to GMS.
 - **Note:** A designee may sign on behalf of the grantee if a) authorized by the Resolution or Letter of Commitment, and b) a Letter of Designation has been provided to the Grant Manager.
- **Cost and Payment Documentation**
 - Acceptable cost and payment documentation must include at least one of each of the following.
 - **Approved construction progress payment authorizations** that must include the vendor’s name and telephone number, address, description of goods or services purchased, amount of hot-mix or chip seal material produced for the project, amount due, and date. The claimed expenses should be highlighted and identified with applicable task number on each document. If approved

- construction progress payment authorizations cannot be provided, other documentations such as invoices or receipts are adequate.
- Proof of payment may include:
 - copy of cancelled check(s) that shows an endorsement from the banking institution
 - invoice(s) showing a zero balance, or stamped “paid” with a check number, date paid, and initials
 - accounting system report from local government if it contains the vendor name, date of invoice, invoice number, check number or internal ID, and date amount was paid
 - bank statement(s) along with a copy of the endorsed check or invoice showing the check number
 - copy of an electronic funds transfer confirmation
 - copy of a credit card statement(s)
- The Grant Manager may require additional cost and payment documentation as necessary to verify eligible costs.

For a Regional Grant, the Lead Participant will be responsible for compiling all payment documentation from its Non-Lead Participant(s).

- **Payment Calculation Summary form (CalRecycle 748-TRP)**
 - An Excel spreadsheet must be uploaded in GMS. Your reimbursement amount will be calculated and determined by completing this sheet. This amount will be entered in the Grant Payment Request form (CalRecycle 87). Refer to [Payment Calculation Summary Form](#) section for more information.
- **Rubberized Pavement Certification form (CalRecycle 739-TRP)**
 - A scanned copy must be uploaded in GMS. You must provide verification that only California-generated waste tires, processed in California were used (in an appropriate amount) in the crumb rubber portion of the project by signing and uploading this form via GMS. This form will be completed by your Binder Supplier.
- **Supporting Document to the Rubberized Pavement Certificate form (CalRecycle 739-TRP)**
 - Provide copies of supporting documentation that validates only California-generated waste tires, processed in California were used for this grant project. Acceptable forms of supporting documentation include **Certificate of Compliance, Certificate of Origin, or Bill of Lading**. Request your Crumb Rubber Provider to supply this document.

Refer to your paving/prime contractor to determine who your Binder Supplier and Crumb Rubber Provider is for the project(s).

All forms listed above are available either from the [CalRecycle Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms) (<https://www.calrecycle.ca.gov/Funding/Forms>), on the **Summary** tab in the **Resource Documents** section of GMS, or through your CalRecycle Grant Manager.

Audit Considerations

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. CalRecycle may stipulate a longer period of records retention in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments if any relating to the Budget or the approved Project Summary and Calculation sheet, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices, and cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.



Exhibit C

Grants Management System (GMS)

Application

Generated By: Jeremy Xiong

Application Information

Applicant: City of Menifee

Cycle Name: Rubberized Pavement Grant Program

Cycle Code: TRP16

Grant ID: 27399

Application Due Date: 9/13/2023

Secondary Due Date: 10/24/2023

Grant Funds Requested: \$136,667.00

Matching Funds: \$0.00 (if applicable)

Awarded Funds: \$136,667.00

Project Summary: The City's Pavement Management Program (PMP), established in 2008 upon incorporation, guides pavement rehabilitation projects based on available budget and desired goals. The proposed PMP projects have been budgeted for the 2024/2025 fiscal year.

The Menifee Road Resurfacing project is anticipated to start in late July 2024 and conclude by December 2024. This project would use approximately 6,000 tons of rubberized asphalt concrete and 65,000 square yards of rubberized chip seal.

The FY 24/25 Local Roads AC Resurfacing Program is anticipated to start in late July 2024 and conclude by June 2025. This ARAM project would use approximately 2,000 tons of rubberized asphalt concrete and 17,222 square yards of rubberized chip seal.

The FY 24/25 Slurry Seal Program is anticipated to start in September 2024 and conclude by November 2024. This project would use approximately 31,111 square yards of rubberized chip seal.

All projects combined total 8,000 tons of rubberized asphalt concrete hot mix and 113,333 square yards of rubberized chip seal.

Applicant/Participant

Name: City of Menifee

Lead: X

Federal Tax ID:

Jurisdiction: Menifee

County: Riverside

Contacts

| | | Prime | Second | Auth | Cnslt |
|---|--|-------|--------|------|-------|
| Jenny McConville | Title: Management Analyst | X | | | |
| Public Works 29844 Haun Road Menifee, CA 92586 | Phone: 9517233876 Fax: Email: jmcconville@cityofmenifee.us | | | | |
| Carlos Geronimo | Title: Engineering Manager | | X | | |
| Public Works 29844 Haun Road, Menifee, CA 92586 Menifee, CA 92586 | Phone: 9517233722 Fax: Email: cgeronimo@cityofmenifee.us | | | | |
| Armando Villa | Title: City Manager | | | X | |
| 29844 Haun Road Menifee, CA 92586 | Phone: 9517233700 Fax: Email: avilla@cityofmenifee.us | | | | |

Budget

| Category Name | Amount |
|---------------|--------------|
| Materials | \$136,667.00 |

No Site Information Provided

| Documents | Document Title | Received Date |
|---|--|---------------|
| Required | | |
| Application Certification | Application Certification | 9/6/2023 |
| Project Summary & Calculation | Project Summary & Calculation - Tier 1 | 9/1/2023 |
| TDA Training Certificate of Completion | TDA Training Certificate of Completion - C. Geronimo | 9/5/2023 |
| Required By Secondary Due Date | | |
| Resolution/Letter of Commitment | Menifee City Council Resolution No. 21-1056 | 9/1/2023 |
| Resolution/Letter of Commitment | Menifee City Council Resolution No. 21-1056 | 10/12/2023 |
| Resolution/Letter of Commitment | City Council Resolution No. 21-1056 (corrected file) | 10/12/2023 |
| Other Supporting Document(s) | | |
| Draft Resolution | | |
| Inducement for Furthering Specific CalRecycle and Environmental Goals | Inducement Letter | 9/6/2023 |
| Joint Powers Agreement | | |
| Letter of Designation | | |
| Memorandum of Understanding | | |

Resolution

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

- ☒ Applicant acknowledges that a Resolution is uploaded in the application. The Resolution must be approved by its governing body, which authorizes submittal of the application and designates a signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).

EPPP

Does your organization and any participants have an Environmentally Preferable Purchasing and Practices (EPPP) Policy?

- ☒ Yes, our organization and any participants have an EPPP Policy. Organization refers to a company, business, or the entire city or county applicant, not an individual office or sub-unit of the larger entity.

Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

X Not Applicable. This application does not include any charter cities.

Does the applicant certify that all crumb rubber used in the proposed project(s) will be derived from only California-generated waste tires and processed in California? (Must answer YES in order to be eligible)

(x Yes) (No)

Does the applicant certify that binder material used in all project(s) will contain a minimum of 300 pounds (or equivalent to [15%] by weight) of the tire-derived crumb rubber per ton of rubberized binder? (Must answer YES in order to be eligible)

(x Yes) (No)

No grant eligible costs may be incurred prior to execution of the Grant Agreement and issuance of the Notice to Proceed. You may plan and bid the project, however the placement/installation of the hot-mix or chip seal material may not occur prior to the date indicated in the Notice to Proceed. Any and all otherwise eligible costs that are incurred prior to the date indicated in the Notice to Proceed will not be reimbursed. Do you acknowledge that no costs will be paid for material placed or installed prior to the date indicated in the Notice to Proceed?

(x Yes) (No)

Did public works staff participate and successfully complete the required TDA training course? See the Tire-Derived Aggregate (TDA) Training Course Requirement in the Application Guidelines and Instructions document for more information. (Must answer YES in order to be eligible)

X Yes, a training certificate will be uploaded no later than the application due date, otherwise the application will be disqualified. We understand that a certificate from previous grant applications will not be accepted.

Does your organization (and participating entities if a joint/regional application) implement best management practices for its vehicle and equipment fleet? See the Vehicle and Equipment Fleet Requirement in the Application Guidelines and Instructions document for more information, including list of recommended practices. (Must answer YES in order to be eligible)

X Yes, our organization acknowledges and implements such practices, otherwise the application will be disqualified.

(OPTIONAL) CalRecycle offers a ranking inducement for evaluating or adopting policies that further specific CalRecycle and environmental goals. Refer to the Application Guidelines & Instructions document (page 10-13) for more details. Please indicate in the next four (4) questions if your organization will evaluate materials/products (via a letter) or adopt a policy. Will your organization commit to objectively reviewing and evaluating the use of RAC, TDA or retread tires for its vehicle and equipment fleet?

X Yes. A letter from the Signature Authority will be uploaded no later than the secondary due date. We understand that a Letter will only be allowed once and will not apply toward future solicitations under this grant.

(OPTIONAL) Has your organization adopted a policy that rubberized asphalt concrete (RAC) is either the default material or that an alternative bid using rubberized material will be considered for all appropriate pavement projects? (DO NOT upload your existing EPPP Policy or your Purchasing Policy.)

X No


(OPTIONAL) Has your organization adopted a policy that tire-derived aggregate (TDA) is either the default material or that an alternative bid using TDA must be considered for all appropriate projects? (DO NOT upload your existing EPPP Policy or your Purchasing Policy.)

X No

(OPTIONAL) Has your organization adopted a policy that it will use retread tires for all applicable fleet vehicles and equipment? (DO NOT upload your existing EPPP Policy or your Purchasing Policy.)

X No

State of California



Project Summary and Calculation – Tier 1

FOR APPLICATION USE ONLY

Department of Resources Recycling and Recovery (CalRecycle)

Applicant Name:
City of Meniffee

Instructions:

- Fill out white areas only, as appropriate. Enter applicant (business) name above.
- **(For Individual Applications)** An applicant can only apply for one category under RAC (1-3) and/or Chip Seal.
 - NOTE, if you had received six RAC grants and/or six Chip Seal grants, you are no longer eligible to apply for one or both of those respective projects.
 - To determine Grant Category, click [here](#) to visit our grants database to generate a report. Select your county and "Tire Recycling Grants".
- **(For Regional Applications)** Select **RAC-1** (column F) and/or enter **Chip Seal** square yards information (column J); regardless of number of previous grant.
- If applying for **Hot-Mix project(s)** only, complete "RAC" sections only (column B to G).
- If applying for **Chip Seal project(s)** only, complete sections "Chip Seal" only (column B to E, and J).
- If applying for **Hot-Mix and Chip Seal projects**, complete both "RAC" and "Chip Seal" sections (column B to G, and J).
- Save and upload the completed document in GMS as an Excel file. Do not upload as a PDF file. It will not be accepted.
- See Application Guidelines & Instructions for Category & Eligibility requirements.

Calculation Summary

PLEASE NOTE - Grant Funds cannot exceed the following:

- \$250,000 for Individual Application
- \$350,000 for Regional Application (lead/participant limited to no more than \$250,000 of grant funds requested)

Hot-Mix Project(s) Subtotal: \$80,000.00

Chip Seal Project(s) Subtotal: \$56,666.50

GRANT FUNDS APPROVED: \$136,667.00

(Enter this amount in the Detail Tab section of GMS; if this calculated amount is more than the max, enter the max [in GMS](#))
(Round all amounts to nearest whole dollar [in GMS](#))

| | PROJECT NAME(S) (if none, enter "Various Streets") For Regional Application, <u>must</u> enter data in the following format: Project Name / Name of Lead or Participant | PROJECT TYPE (must select one) | MATERIAL TYPE (must select one) | PROPOSED CONSTRUCTION START DATE (mm/yyyy) | RAC GRANT CATEGORY (# of previous RAC, TRI, TRP Grants) RAC-1: (0-1) RAC-2: (2-3) RAC-3: (4-5) | PROPOSED AMOUNT OF RAC HOT-MIX MATERIAL (tons) (minimum total of 2,000 tons) | RAC REIMBURSEMENT RATE (to be eligible, maximum of 5 prev TCS, TRI, TRP Grants combined) (\$ per ton) | RAC GRANT AMOUNT REQUESTED (subtotal) | PROPOSED AMOUNT OF RUBBERIZED CHIP SEAL MATERIAL (in square yards) (minimum total of 40,000 sq yd) | CHIP SEAL REIMBURSEMENT RATE (to be eligible, maximum of 5 prev TCS, TRP Grants combined) (\$ per square yard) | CHIP SEAL GRANT AMOUNT REQUESTED (subtotal) |
|-----|---|--------------------------------------|---------------------------------------|---|--|--|--|--|---|---|--|
| 01. | Meniffee Road Resurfacing - Simpson Rd to McCall Blvd | Hot-Mix and Chip Seal | Asphalt-Rubber/Field Blend | 07/2024 | RAC-1 | 6,000.00 | \$10.00 | \$60,000.00 | 65,000.00 | \$0.50 | \$32,500.00 |
| 02. | FY 24/25 Local Roads AC Resurfacing Program | Hot-Mix and Chip Seal | Asphalt-Rubber/Field Blend | 07/2024 | RAC-1 | 2,000.00 | \$10.00 | \$20,000.00 | 17,222.00 | \$0.50 | \$8,611.00 |
| 03. | FY 24/25 Slurry Seal Program | Chip Seal | Asphalt-Rubber/Field Blend | 09/2024 | RAC-1 | | \$10.00 | \$0.00 | 31,111.00 | \$0.50 | \$15,555.50 |
| 04. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 05. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 06. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 07. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 08. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 09. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 10. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 11. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 12. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 13. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 14. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 15. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 16. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 17. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 18. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 19. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 20. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 21. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 22. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 23. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 24. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 25. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 26. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 27. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 28. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 29. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |

Page 1 of 2



Project Summary and Calculation – Tier 1

FOR APPLICATION USE ONLY

Department of Resources Recycling and Recovery (CalRecycle)

Applicant Name:
City of Menifee

Instructions:

- Fill out white areas only, as appropriate. Enter applicant (business) name above.
- **(For Individual Applications)** An applicant can only apply for one category under RAC (1-3) and/or Chip Seal.
 - NOTE, if you had received six RAC grants and/or six Chip Seal grants, you are no longer eligible to apply for one or both of those respective projects.
 - To determine Grant Category, click [here](#) to visit our grants database to generate a report. Select your county and "Tire Recycling Grants".
- **(For Regional Applications)** Select **RAC-1** (column F) and/or enter **Chip Seal** square yards information (column J); regardless of number of previous grant.
- If applying for **Hot-Mix project(s)** only, complete "RAC" sections only (column B to G).
- If applying for **Chip Seal project(s)** only, complete sections "Chip Seal" only (column B to E, and J).
- If applying for **Hot-Mix and Chip Seal projects**, complete both "RAC" and "Chip Seal" sections (column B to G, and J).
- Save and upload the completed document in GMS as an Excel file. Do not upload as a PDF file. It will not be accepted.
- See Application Guidelines & Instructions for Category & Eligibility requirements.

Calculation Summary

PLEASE NOTE - Grant Funds cannot exceed the following:

- \$250,000 for Individual Application
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Hot-Mix Project(s) Subtotal:

\$80,000.00

Chip Seal Project(s) Subtotal:

\$56,666.50

GRANT FUNDS APPROVED:

\$136,667.00

(Enter this amount in the Detail Tab section of GMS; if this calculated amount is more than the max, enter the max [in GMS](#))

(Round all amounts to nearest whole dollar [in GMS](#))

| | PROJECT NAME(S) (if none, enter "Various Streets") For Regional Application, <u>must</u> enter data in the following format: Project Name / Name of Lead or Participant | PROJECT TYPE (must select one) | MATERIAL TYPE (must select one) | PROPOSED CONSTRUCTION START DATE (mm/yyyy) | RAC GRANT CATEGORY (# of previous RAC, TRI, TRP Grants) RAC-1: (0-1) RAC-2: (2-3) RAC-3: (4-5) | PROPOSED AMOUNT OF RAC HOT-MIX MATERIAL (tons) (minimum total of 2,000 tons) | RAC REIMBURSEMENT RATE (to be eligible, maximum of 5 prev TCS, TRI, TRP Grants combined) (\$ per ton) | RAC GRANT AMOUNT REQUESTED (subtotal) | PROPOSED AMOUNT OF RUBBERIZED CHIP SEAL MATERIAL (in square yards) (minimum total of 40,000 sq yd) | CHIP SEAL REIMBURSEMENT RATE (to be eligible, maximum of 5 prev TCS, TRP Grants combined) (\$ per square yard) | CHIP SEAL GRANT AMOUNT REQUESTED (subtotal) |
|-----|---|--------------------------------------|---------------------------------------|---|--|--|--|--|---|---|--|
| 30. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 31. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 32. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 33. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 34. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 35. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 36. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 37. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 38. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 39. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 40. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 41. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 42. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 43. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 44. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 45. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 46. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 47. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 48. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 49. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |
| 50. | | | | | | | \$0.00 | \$0.00 | | \$0.50 | \$0.00 |