

# Agenda



## County of Inyo Board of Supervisors

Board of Supervisors Room  
County Administrative Center  
224 North Edwards  
Independence, California

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

**Public Notices:** (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

**Note:** Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

### September 4, 2018

**8:30 a.m. 1. PUBLIC COMMENT**

#### **CLOSED SESSION**

- 2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Kern Superior Court Case No. BVC-18-101260; Case No. BVC-18-101261; and Case No. BVC-18-101262.**
- 3. CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: Acting County Administrative Officer Clint Quilter, Assistant County Administrator Ken Walker, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.**

**OPEN SESSION** (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

**10:00 a.m. PLEDGE OF ALLEGIANCE**

- 4. REPORT ON CLOSED SESSION**
- 5. PUBLIC COMMENT**
- 6. COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)**

#### **CONSENT AGENDA (Approval recommended by the County Administrator)**

##### AUDITOR-CONTROLLER

- Request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, California Establishing Fiscal Year 2018-2019 Appropriation Limit Under Article XIII of the California Constitution, and Establishing Period for Contesting Such Limits for the County and Board of Supervisors Governed Special Districts."
- Request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, California Adopting Tax Rates for Fiscal Year 2018-2019 Pursuant to Government Code Section 29100."

**CLERK-RECORDER-REGISTRAR OF VOTERS**

9. Request Board approve authorize payment to Southtech Systems in the amount of \$10,772 for the annual CRIis Software License Maintenance and Support Fee, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget.

**COUNTY ADMINISTRATOR**

10. **Information Services** – Request Board authorize the issuance of a blanket purchase order in an amount not to exceed \$67,000 to Pitney Bowes for postage, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget.

**PUBLIC WORKS**

11. Request Board approve a payment from the previous fiscal year in the amount of \$5,380 to Quincy Engineering, Inc. for the Carroll Creek Road Bridge Replacement Project.
12. Request Board authorize the issuance of blanket purchase orders for the following vendors in the following amounts: Bishop Automotive, \$20,000; Bishop Heating & Air Conditioning, \$40,000; Bishop Welding Supply, \$30,000; Britt's Diesel & Automotive, \$65,000; Brown's Supply, Inc., \$30,000; Coastline Equipment, \$30,000; Dave's Auto Parts, \$40,000; High Country Lumber, \$40,000; Interstate Sales, \$30,000; Manor True Value, \$30,000; Mission Linen, \$50,000; Mission Janitorial, \$30,000; Quinn Company, \$20,000; Silver State International, \$30,000; Steve's Auto & Truck Parts, \$30,000; Western Nevada Supply, \$30,000; and Dean's Plumbing & Heating, \$40,000.
13. Request Board: A) award the bid for the Lone Pine VFW Parking Lot Project to Bowman Asphalt, Inc. of Bakersfield, CA; B) approve the construction contract between the County of Inyo and Bowman Asphalt, Inc. of Bakersfield, CA in the amount of \$151,274 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director/Acting Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.
14. Request Board: A) award the bid for the Inyo County Storage Container Roof Sealing Project to Troy Cauldwell Paint & Stucco of Bishop, CA; B) approve the construction contract between the County of Inyo and Troy Cauldwell Paint & Stucco of Bishop, CA in the amount of \$20,176 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director/Acting Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

**DEPARTMENTAL** (To be considered at the Board's convenience)

15. **AG COMMISSIONER – County of Inyo Commercial Cannabis Permit Office** – Request Board discuss and provide direction to staff regarding the cultivation of industrial hemp by authorized research institutions.
16. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
17. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
18. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

19. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Gully Washer Emergency” that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
20. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

**TIMED ITEMS** (Items will not be considered before scheduled time but may be considered any time after the scheduled time)

10:30 a.m. 21. **PUBLIC HEARING – Fiscal Year 2018-2019 County Budget**

- a. Public Comment
- b. Review and adopt the Fiscal Year 2018-2019 County Budget according to the following schedule. (If necessary, the Board of Supervisors will recess the Budget Hearing, to reconvene on a date or dates specific and noticed as required, prior to September 14, 2018, the 10-day deadline to complete the Budget Hearings.)

**I. Budget Message: Introduction and Summary of Fiscal Year 2018-2019 CAO Recommended Budget**

**II. Consent Agenda:**

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**Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board’s discretion, including before scheduled timed items.**

**COMMENT** (Portion of the Agenda when the Board takes comment from the public and County staff)

**22. PUBLIC COMMENT**

**BOARD MEMBER AND STAFF REPORTS**



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only: <b>AGENDA NUMBER</b>
7

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Amy Shepard, Auditor-Controller

**FOR THE BOARD MEETING OF:** September 4, 2018

**SUBJECT:** 2018-2019 GANN Appropriation Limit for Property Taxes

**DEPARTMENTAL RECOMMENDATION:**

Request the Board adopt the attached Resolution 2018-\_\_\_\_, accepting the calculations of the appropriation limitation for the County of Inyo for fiscal year 2018-2019.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The "appropriation limit" established by Article XIII-B of the State Constitution, effective July 1, 1980, and amended by Proposition 111 as of June 1990 has been calculated by the Auditor-Controller for the 2018-2019 fiscal year. The calculation was performed pursuant to the "Article XIII-B Appropriation Procedure Guidelines for California Counties" written by the Accounting Standards and Procedures Committee, November 1990. The County is well within its appropriation limit using the Prop. 111 alternative indexes. The current "cushion" between the 2018-2019 proposed proceeds of taxes and the calculated 2018-2019 limitation is \$26,702,453.00.

On November 6, 1979, the California Electorate approved Proposition 4, also known as the Gann Amendment. At that time, Proposition 4 then became Article XIII-B of the California Constitution. On June of 1990 the voters passed Proposition 111, which updates the States' appropriation limit to allow for new funding for priority State programs, while still providing an overall limit on State and local spending. The Prop. 111 amendment allowed for an alternative index and additional appropriation exemptions.

After reviewing the County's Proposed Budget including estimated tax revenues and associated costs by functional grouping, the Auditor-Controller has determined that the 2018-2019 Proposed Budget is within the "appropriation limit."

Periodic review of actual revenues and expenditures will be made during the year in order to insure that the County remains in compliance with Article XIII-B.

**ALTERNATIVES:**

Not adopt the resolution accepting the Gann limit calculation. This is not recommended since the Gann limit applies under Article XIII of the California Constitution whether the calculation has been accepted by resolution or not.


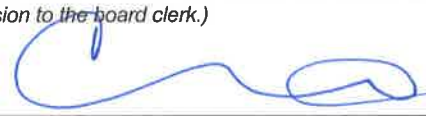
**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

N/A since Inyo County is below the limit.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
	Approved: <u>YES</u> Date <u>7/19/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>7/18/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 7/26/18

**RESOLUTION 2018 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF INYO, CALIFORNIA  
ESTABLISHING FISCAL YEAR 2018-2019 APPROPRIATION LIMIT UNDER  
ARTICLE XIII OF THE CALIFORNIA CONSTITUTION, AND ESTABLISHING  
PERIOD FOR CONTESTING SUCH LIMITS FOR THE COUNTY AND BOARD  
OF SUPERVISORS GOVERNED SPECIAL DISTRICTS**

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WHEREAS, Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article; and

WHEREAS, Article XIII B Section 8(e)(2) requires the Governing Body to select the Change in Cost of Living methodology each year by recorded vote; and

WHEREAS, the percentage change in California Per Capita Income provides the greatest result rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction; and

WHEREAS, the Auditor-Controller of the County of Inyo has computed the appropriations limit for the fiscal year 2018-2019; and

WHEREAS, the Auditor-Controller of the County of Inyo has prepared the applicable Statement showing the calculation and such detail Statement are available for public review during reasonable hours and after reasonable notice in the Auditor-Controller's Office:

NOW THEREFORE, BE IT RESOLVED, that the County of Inyo selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for fiscal year 2018-2019 and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the appropriations limit for the County of Inyo for the fiscal year 2018-2019 as shown on Attachment A is hereby established as \$44,066,900.00 such appropriations limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution; and

BE IT FURTHER RESOLVED that the appropriations limit for the County for the fiscal year 2018-2019 may be adjusted at a later date in the event that revenues which are unanticipated, and classified as proceeds of taxes in accordance with Section 8(c) of Article XIII B of the California Constitution, are received and appropriated.



BE IT FURTHER RESOLVED that any judicial action or proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Section 7910 of the Government Code.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California this \_\_\_\_\_, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Dan Tothoroh, Chairperson  
Inyo County Board of Supervisors

Attest: Clint Quilter  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis  
Assistant Clerk of the Board

**GANN Limit Calculation  
Based on Projected Revenues  
Fiscal Year Ending June 30, 2019**

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	<b>Projected FY 18-19</b>
Current Secured Taxes - 4001	11,011,777
Current Unsecured Taxes - 4004	1,034,770
Current Unsecured Aircraft Tax - 4005	28,900
SB813 Distributions - 4008	66,000
Sales Tax - 4062 & 4063	1,245,000
Real Property Transfer Tax - 4082	71,000
Transient Occupancy Tax - 4083	2,482,500
Transaction & Use Tax - 4085	1,350,000
Interest on Tax Funds - 4303	500
Homeowners Property Tax Relief - 4472	<u>74,000</u>
	17,364,447

2017-2018 Limitation (Using Per Capita personal Income % Change)	42,549,446
2018-2019 Population Factor	0.9990
2017-2018 Per Capita Factor	<u>1.0367</u>
2018-2019 Appropriation Limit	44,066,900
2017-2018 Proceeds of Taxes	<u>(17,364,447)</u>
Amount Under Limitation	26,702,453

**ATTACHMENT A**  
**STATEMENT OF INYO COUNTY GANN LIMIT CALCULATIONS**  
**FOR THE TAX YEAR 2018-2019**

	2016-2017 Limit	Population Change	Per Capita Change	2017-2018 Limit	Population Change	Per Capita Change	2018-2019 Limit
Big Pine Lighting	51,595.94	1.0001	1.0369	53,505.18	0.9990	1.0367	55,413.35
Independence Lighting	51,437.49	1.0001	1.0369	53,340.87	0.9990	1.0367	55,243.18
Lone Pine Lighting	73,988.18	1.0001	1.0369	76,726.02	0.9990	1.0367	79,462.32
Big Pine Fire	333,703.75	1.0001	1.0369	346,052.02	0.9990	1.0367	358,393.38
Bishop Fire	524,235.26	1.0001	1.0369	543,633.90	0.9990	1.0367	563,021.68
Independence Fire	229,073.97	1.0001	1.0369	237,550.55	0.9990	1.0367	246,022.39
Lone Pine Fire	285,471.19	1.0001	1.0369	296,034.67	0.9990	1.0367	306,592.25
Big Pine Cemetery	70,794.73	1.0001	1.0369	73,414.40	0.9990	1.0367	76,032.60
Independence Cemetery	163,704.33	1.0001	1.0369	169,762.00	0.9990	1.0367	175,816.27
Mt. Whitney Cemetery	113,851.27	1.0001	1.0369	118,064.19	0.9990	1.0367	122,274.75
Pioneer Cemetery	423,814.79	1.0001	1.0369	439,497.50	0.9990	1.0367	455,171.43
Tecopa Cemetery	11,882.42	1.0001	1.0369	12,322.11	0.9990	1.0367	12,761.56
Darwin CSD	17,433.65	1.0001	1.0369	18,078.76	0.9990	1.0367	18,723.51
Olancha CSD	141,435.45	1.0001	1.0369	146,669.08	0.9990	1.0367	151,899.79
Westridge CSD	88,824.82	1.0001	1.0369	92,111.66	0.9990	1.0367	95,396.67
Southern Inyo Emergency	118,564.27	1.0001	1.0369	122,951.58	0.9990	1.0367	127,336.44
<b>INYO COUNTY</b>	<b>41,031,142.54</b>	<b>1.0001</b>	<b>1.0369</b>	<b>42,549,446.22</b>	<b>0.9990</b>	<b>1.0367</b>	<b>44,066,899.88</b>



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:
AGENDA NUMBER
8

Consent     Departmental     Correspondence Action

Hearing

Schedule time for     Closed Session     Informational

FROM: Amy Shepherd, Auditor-Controller

FOR THE BOARD MEETING OF: September 4, 2018

SUBJECT: 2018-2019 Property Tax Rates

**DEPARTMENTAL RECOMMENDATIONS:**

Request the Board adopt Resolution 2018- , setting the property tax rates for 2018-2019, per California Government Code Section 29100.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Each fiscal year the Auditor-Controller's Office calculates the appropriate tax rate necessary to collect the amount needed for debt service for that year. This is accomplished through use of assessed valuation reports from the Assessor's Office and the State Board of Equalization in conjunction with fund balances available and debt repayment schedules. The tax rates, as calculated by the Auditor-Controller's Office, include the countywide rate of 1.000000%, are on the attached resolution.

**ALTERNATIVES:**

If your Board did not adopt the tax rates, the tax proceeds for the County would be \$0. The estimated amount for FY 2018-2019 general fund revenue secured taxes, totals \$11,011,777. To not adopt the rates will have a significant negative fiscal impact on many agencies, departments, programs, and special districts.

**OTHER AGENCY INVOLVEMENT:**

School district and many special districts receive property tax revenues as they are distributed to each tax-receiving agency based on a schedule developed by the Auditor-Controller's Office in accordance with R & T Codes pertaining to property tax.

**FINANCING:**

As stated above, Inyo County, as well as the affected special districts, derives a significant amount of discretionary revenue from property taxes.

**APPROVALS**

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  
Approved: yes Date 8/24/18

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  
Amy Shepherd  
Approved: yes Date 8/21/18

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  
N/A  
Approved: \_\_\_\_\_ Date \_\_\_\_\_

**DEPARTMENT HEAD SIGNATURE:** Amy Shepherd Date: 8/21/18  
(Not to be signed until all approvals are received)

**RESOLUTION 2018-**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF INYO, CALIFORNIA  
ADOPTING TAX RATES FOR FISCAL YEAR 2018-2019  
PURSUANT TO GOVERNMENT CODE SECTION 29100**

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WHEREAS, Section 29100 of the California Government Code requires that the Board of Supervisors adopt rates of taxes on the secured roll not to exceed the 1-percent limitation specified in Article XIII A of the Constitution of the State of California and Sections 93 and 100 of the Revenue and Taxation Code of the State of California; and

WHEREAS, the Auditor-Controller has caused to be calculated the amount of tax needed to be raised to support the annual debt requirements of voter-approved indebtedness after due allowance for delinquency and other matters, as specified in Government Code Section 29100.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors does hereby adopt the tax rates on the Secured Property Tax Roll for the fiscal year 2018-2019 as follows:

County Wide	1.000000%
Big Pine Unified School District - 2005 Debt	0.046351%
Bishop Elementary – 2000 Debt and 2016 Refunding	0.019555%
Bishop Unified – 2000 Debt and 2016 Refunding	0.010705%
Owens Valley Unified School District – 2014 Refunding	0.041914%
Round Valley Elementary – 1999 Debt	0.030712%
Northern Inyo Hospital District – 2005 & 2015 Refunding	0.049336%
Unitary & Operating Non-Unitary	0.170503%
Northern Inyo Hospital – Gann Limit Refund	(0.014035)%

PASSED AND ADOPTED this forth of September 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Dan Totheroh, Chairperson  
Inyo County Board of Supervisors

Attest: Clint Quilter, Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant Clerk of the Board



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:
<b>AGENDA NUMBER</b>
9

- Consent     Departmental     Correspondence Action     Public Hearing  
 Schedule time for     Closed Session     Informational

FROM: Kammi Foote, Inyo County Clerk-Recorder

FOR THE BOARD MEETING OF: September 4, 2018

SUBJECT: Approval to authorize payment to Southtech Systems for annual Software License Maintenance and Support Fee.

**DEPARTMENTAL RECOMMENDATIONS:**

Request Board authorize payment to Southtech Systems in an amount of \$10,772.00 for the annual CRiis™ Software License Maintenance and Support Fee contingent upon the adoption of the 2018/2019 budget.

**SUMMARY DISCUSSION:**

AtPac is the sole source provider of the Recorder's Cashiering and Imaging System (CRiis™). The payment of this annual CRiis™ license fee is a requirement of continuing with the Recorder's Cashiering and Imaging System. CRiis™ is the cashiering system for the offices of the County Clerk, Recorder and Registrar of Voters. CRiis™ is also the system that facilitates recording land documents into the permanent record, issuance of Marriage Licenses and issuance of certified copies of Vital Records. Southtech Systems purchased AtPac on March 1, 2017 and an Assignment and Novation Agreement was signed by Inyo County, AtPac and Southtech Systems.

**ALTERNATIVES:**

The Board can deny the payment, which would result in the discontinuation of the Recorder's Cashiering and Imaging System (CRiis™) and the inability to issue Marriage Licenses or to record documents into the permanent records as required by State law.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:**

Sufficient funds to cover this annual payment are contained in budget (023401-5311), contingent upon the adoption of the 2018-2019 budget.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u>yes</u>	Date <u>8/20/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>yes</u>	Date <u>8/21/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____	Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 8/22/18





# SOUTHTECH SYSTEMS

4181 Flat Rock Drive Suite 300  
Riverside, CA 92505

## Invoice

Date	Invoice #
6/1/2018	2255

<b>Bill To</b>
Inyo County Clerk - Recorder Kammi Foote P.O. Drawer F Independence, CA 93526

<b>Terms</b>	<b>Due Date</b>
Net 30	7/1/2018

Quantity	Description	Rate	Amount
1	Reference CRiis Program License Agreement	10,080.00	10,080.00
	CRiis Software License Maintenance and Support Fee for the period of July 1, 2018 to June 30 2019		
1	Cyberscience License Annual Renewal and Software Support for the period of July 1, 2018 to June 30, 2019	692.00	692.00
	Sales Tax	7.75%	0.00

Thank you for your business.	<b>Total</b>	\$10,772.00
------------------------------	--------------	-------------

## ASSIGNMENT AND NOVATION AGREEMENT

THIS ASSIGNMENT AND NOVATION AGREEMENT (this "Assignment") is made as of March 28, 2017, in Independence California, by and between AtPac, Inc ("Assignor") and South Tech Systems, Inc. ("Assignee"), and County of Inyo, a municipal corporation (the "County").

### RECITALS

WHEREAS, Assignor is a party to the Agreement (as defined below); and

WHEREAS, Assignor desires to assign the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** The following definitions shall apply to this Assignment:

(a) **Agreement.** The term "Agreement" shall mean the July 1, 2016, Agreement between AtPac, Inc and County of Inyo, a municipal corporation ("County") for software and related services provided to the County Clerk Recorder. The term "Agreement" shall include any amendments or modifications set forth in Appendix A, attached hereto and made a part hereof.

(b) **Effective Date.** "Effective Date" shall mean the date of this Assignment.

(c) **Other Terms.** Terms used and not defined in this Assignment shall have the meanings assigned to such terms in the Agreement.

2. **The parties agree to the following facts:**

(a) The County, by and through the County Clerk Recorder, has entered into the Agreement with Assignor as defined above and attached as Appendix A and incorporated in this Assignment by reference.

(b) As of March 1, 2017, the Assignor has transferred to the Assignee all the operating assets of the Assignor by virtue of an Agreement of Merger between the Assignor and Assignee.

(c) The Assignee has acquired such assets of the Assignor by virtue of the above transfer.

(d) The Assignee has assumed all obligations and liabilities of the Assignor under the Agreement by virtue of the above transfer.

(e) The Assignee is in a position to fully perform all obligations that may exist under the Agreement.

(f) It is consistent with the County's interest to recognize the Assignee as the successor party to the Agreement.

(g) Evidence of the above transfer has been filed with the County.

(h) A letter dated March 10, 2017 signed by Officers of AtPac and SouthTech System companies that certifies Assignor has sold to SouthTech Systems, Inc. the Agreement and the operating assets of Assignor and the rights to all of Assignor's proprietary software and assigned of the agreement with County of Santa Clara, to the effect Assignee.

**3. In consideration of these facts, the parties agree that by this Assignment:**

(a) The Assignor confirms the transfer to the Assignee, and waives any claims and rights against the County that it now has or may have in the future in connection with the Agreement.

(b) The Assignee agrees to be bound by and to perform the Agreement in accordance with the conditions contained in the Agreement. The Assignee also assumes all obligations and liabilities of, and all claims against, the Assignor under the Agreement as if the Assignee were the original party to the Agreement.

(c) The Assignee ratifies all previous actions taken by the Assignor with respect to the Agreement, with the same force and effect as if the action has been taken by the Assignee.

(d) The County recognizes the Assignee as the Assignor's successor in interest in and to the Agreement. The Assignee by this Assignment becomes entitled to all rights, titles, and interests of the Assignor in and to the Agreement as if the Assignee were the original party to the Agreement. Following the Effective Date of this Assignment, the term "Contractor," as used in the Agreement, shall refer to the Assignee.

(e) Except as expressly provided in this Assignment, nothing in it shall be construed as a waiver of any rights of the County against the Assignor.

(f) All payments and reimbursements previously made by County to the Assignor, and all other previous actions taken by County under the Agreement, shall be considered to have discharged those parts of County's obligations under the Agreement. All payments and reimbursements made by County after the date of this Assignment in the name of or to the Assignor shall have the same force and effect as if made to the Assignee, and shall constitute a complete discharge of County's obligations under the Agreement, to the extent of the amounts paid or reimbursed.

(g) The Assignor and the Assignee agree that County is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Assignment, other than those that County in the absence of this transfer or Assignment would have been obligated to pay or reimburse under the terms of the Agreement.

(h) The Assignor guarantees payment of all liabilities and the performance of all obligations that the Assignee:

(1) Assumes under this Assignment; or

(2) May undertake in the future should this Agreement be modified under their terms and conditions. The Assignor waives notice of, and consents to, any such future modifications.

(i) The Agreement shall remain in full force and effect, except as modified by this Assignment. Each party has executed this Assignment as of the day and year first above written.

4. **Governing Law.** This Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.
5. **Headings.** All section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.
6. **Entire Agreement.** This Assignment sets forth the entire agreement between Assignor and Assignee relating to the Agreement and supersedes all other oral or written provisions.
7. **Further Assurances.** From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by County.
8. **Insurance Certificates.** For this Assignment and Novation to be effective, Assignee shall provide to County insurance certificates and endorsements for the identical type and amount of coverage currently required under the Agreement.
9. **Severability.** Should the application of any provision of this Assignment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Assignment shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and County.
10. **Successors; Third-Party Beneficiaries.** Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than County and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.
11. **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Assignor, Assignee or County may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor:

Linda Maclam, President  
13300 New Airport Road, Suite 101  
Auburn, CA 95602  
(530) 913-3340.  
[lkimaclam@aol.com](mailto:lkimaclam@aol.com)

If to Assignee:


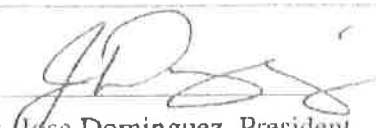
Jose Dominguez, President  
SouthTech Systems, Inc  
4181 Flatrock Drive, Suite 300  
Riverside, CA 92505  
(951) 354-6104  
[jose.dominquez@southtechsystems.com](mailto:jose.dominquez@southtechsystems.com)

If to County:

Inyo County  
Kammi Foote, Clerk Recorder/Registrar  
168 N. Edwards St  
Independence, CA 93526  
(760) 878-0220  
[kfoote@inyocounty.us](mailto:kfoote@inyocounty.us)

12. **Consent of County.** Each of Assignor and Assignee acknowledges that the prior written consent of County to this Assignment is required under the terms of the Agreement. County shall be a third-party beneficiary of this Assignment and shall have the right to enforce this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first referenced above.

ASSIGNOR	ASSIGNEE
AtPac, Inc. 13300 New Airport Road, Suite 101 Auburn, CA 95602	South Tech Systems, Inc 4181 Flatrock Drive, Suite 300 Riverside, CA 92505
 By: Linda Maclam, President	 By: Jose Dominguez, President


Subject to Section 12 of this Assignment, County hereby consents to the assignment and novation described in Sections 2 and 3 of this Assignment.

**COUNTY**

**Recommended by:**

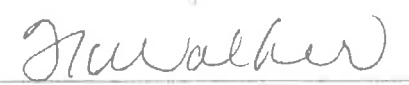
**Approved:**

  
Kammi Foote  
Clerk Recorder/Registrar

  
Insert Name: Mark Tillemans  
Title: Board Chairperson

Approved as to Form:

INSERT NAME  
County Attorney

By   
Name  
Deputy County Attorney

Appendix A: Agreement  
Appendix B: Merger Documents



phone: (951) 354-6104 · fax: (951) 354-6107

web: [www.southtechsystems.com](http://www.southtechsystems.com)

4181 Flat Rock Drive, Suite 300  
Riverside, California 92505

**Request to Assign Vendor Number**

Effective Date of Transfer: March 1, 2017

**Client:** Inyo County

**Department:** Kammi Foote, Clerk Recorder/Registrar

**Company with current contract (Assignor)**

**AtPac**  
13300 New Airport Road, Suite 101  
Auburn, CA 95602  
Linda Maclam, CFO  
Phone: (530) 887-2258  
E-Mail: [lmaclam@egovinc.com](mailto:lmaclam@egovinc.com)

**Company assuming agreement (Assignee)**

**SouthTech Systems, Inc**  
4181 Flat Rock Drive, Suite 300  
Riverside, CA 92505  
Phone: (951) 354-6104  
Type of entity: CA Corporation  
Fed ID # 51-0564578

**Business Contacts for New Company**

Jose Dominguez, President  
E-mail: [Jose.dominguez@southtechsystems.com](mailto:Jose.dominguez@southtechsystems.com)

Grant Gyulnazaryan, Vice President, CFO  
E-mail: [Grant.gyulnazaryan@southtechsystems.com](mailto:Grant.gyulnazaryan@southtechsystems.com)

Robert Gyulnazaryan, Contracts Manager  
E-mail: [Robert.gyulnazaryan@southtechsystems.com](mailto:Robert.gyulnazaryan@southtechsystems.com)

**Contact Information for Northern California Office**

Frederick Garcia, General Manager  
13300 New Airport Road, Suite 101  
Auburn, CA 95602  
Phone: (530) 887-2258  
E-Mail: [fgarcia@egovinc.com](mailto:fgarcia@egovinc.com)

Client Vendor ID:           V003382           To be assigned by Client)

**Customer Acknowledgement of Request for Assignment:**

          *Mark Tillemans*            
Signature

          Mark Tillemans                     Board Chairperson            
Print Name Title

          06/06/17            
Date



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  10
---

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** County Administrator-Information Services

**FOR THE BOARD MEETING:** September 4, 2018

**SUBJECT:** Authorization to issue blanket purchase order for postage.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board Authorize the issuances of a blanket purchase order in the total amount of \$67,000 to Pitney Bowes Purchase Power from the Information Services Budget 011801, Object Code 5236 (Information Services Postage) contingent on Board approval of FY 2018-19 budget.

**SUMMARY DISCUSSION:**

Information Services processes mail daily for various County departments. The cost of postage related to this activity is requested in the Information Services budget annually. Information Services uses Pitney Bowes postage machines, under a contract renewed by your Board in February, 2018, to apply postage to mail. The Pitney Bowes machines are metered and will only allow postage to be applied up to the amount on account with Pitney Bowes. Approximately every two months, Inyo County's postage account with Pitney Bowes is updated. The Auditor's Office has requested that annually a blanket purchase order for the amount of estimated postage be created and that the cost of each postage refresh be applied towards the blanket purchase order.

**ALTERNATIVES:** Your Board could choose not to approve this request in which case each postage refresh purchase would need approval through the County purchasing policy process.

**OTHER AGENCY INVOLVEMENT:** Most County departments rely on postage service provided by Information Services.

**FINANCING:** Funding for postage costs are requested in the FY 2018-19 Information Services 011801 budget, Object Code 5236 ( Information Services Postage).



**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>8/16/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date:

8/17/18

(The Original plus 14 copies of this document are required)



# AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Schedule time for   
  Closed Session   
  Informational

For Clerk's Use Only:

AGENDA NUMBER

111

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** SEP - 4 2018

**SUBJECT:** Approve the payment to Quincy Engineering Inc (QEI) for the Carroll Creek Road Bridge Replacement Project from the previous fiscal year.

**DEPARTMENTAL RECOMMENDATIONS:** Request your Board:

A. Approve the payment to QEI in the amount of \$5,380.00.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**


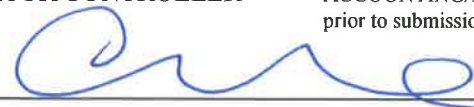
In February of 2013, the County entered into a contract with QEI for bridge engineering services for three bridge replacement/rehabilitation projects, on Carroll Creek Road, Walker Creek Road and Bell Access Road. The contract expired on October 31, 2017. After the proper consultant selection process, a contract was awarded to QEI to complete the Preliminary Engineering phase of the Carroll Creek and Walker Creek projects.

In July, 2018, QEI discovered an invoice from a subconsultant, Panorama Environmental Inc. from June, 2017 for the Carroll Creek project that had not been billed to the County. The invoice, for \$5,380, had been lost in QEI's accounting system.

**ALTERNATIVES:** Your Board could choose not to approve the payment of the invoice of fiscal year 17/18.

**OTHER AGENCY INVOLVEMENT:** The Auditor's Office to pay the invoice.

**FINANCING:** This invoice will be paid from the State Funded Road Budget (034601), Object Code 5735 - Carroll Creek Road Bridge Replacement Project, and is 100% federally reimbursable under the Highway Bridge Program. The invoice will be paid out of fiscal year 17/18, and out of contract C12157. The contract ended in October, 2017 and was disencumbered; however \$20,967.97 remained in the contract.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>8/17/18</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>8/17/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 8/20/18

**Inyo County**  
**Carroll Creek Road over LA Aqueduct Bridge Replacement Project**  
**Progress Report – June 2017 Supplement**

**To:** Cap Aubrey  
Inyo County Public Works Department

**From:** Jim Foster, Project Manager  
Quincy Engineering, Inc.

**Date:** July 23, 2018

**Work completed during the past month**

1. Note – The June 2017 invoice for Panorama was inadvertently not processed. They completed the work below.
2. Continued development of environmental studies
3. Participated in project status meeting with County.
4. Evaluated revised CT Env. requirements.

**Problems Encountered**

1. CT consultation with BLM necessary for RW and NEPA concurrence. Ben to schedule a meeting after meeting w/ HQ
2. CT revising requirements for Desert Tortoise.

**Schedule Updates**

1. Construction target spring 2019.

**Critical Decisions Made**

1. County accepted revised design criteria.
2. CT/Forest accepted Alt. 10.
3. QEI to update GAD and Draft Project Report
4. Ben to schedule a meeting with BLM once scope and impacts verified.

**Anticipated Work Next Month**

1. Conduct project review meeting.
2. Refine contract scope and fee.
3. Revise Project Report and GAD.

**County Action Items during the next month**

1. Facilitate and participate in meetings with CT.
2. Review and comment on Alt 10 GAD and update Project Report.

**Budget Performance**

1. Alignment changes will require revisions to study limits, studies and require some re-do work. As agreed, an amendment will be processed once project scope and PES confirmed with Alt. 10.



11017 Cobblersrock Drive, Suite 100, Rancho Cordova, CA 95670  
 P: 916.368.9181 | F: 916.368.1308 | [www.quincyeng.com](http://www.quincyeng.com)

**INVOICE**

County of Inyo  
 Public Works Department  
 P.O. Box Q  
 Independence, CA 93526

Invoice number: 22548-0  
 Date: 07/23/2018  
 Contract: 104-300  
 Client Reference: Standard Contract No 156

Attn: Cap Aubrey  
 Contract: 104-300

LA Aqueduct on Carroll Road

Service Period: 11/1/2017 - 6/30/2018

Services Rendered: See Progress Report

**Subconsultant:**

Panorama Environmental, Inc.

	<u>Total Cost</u>
	5,380.00
Subconsultant Billed Subtotal	<u>5,380.00</u>
Invoice total	<u><u>5,380.00</u></u>

  
 Project Manager

07/23/2018

Date

Cumulative Billing Status				
Cost Proposal	Previously Billed	Amount of This Bill	Billed to Date	Percent Billed
\$561,500.00	\$371,627.82	\$5,380.00	\$377,007.82	67.14 %

# PANORAMA ENVIRONMENTAL, INC.

Mr. Jim Foster  
 Quincy Engineering, Inc.  
 11017 Cobblestone Drive, Suite 100  
 Rancho Cordova, CA 95670

Invoice Number: 100216  
 Project Number: 2089  
 Invoice Date: July 6, 2017  
 QEI Job Number: 104-300  
 Panorama Environmental, Inc.

### BUDGET SUMMARY

Carroll Creek Road Bridge over Los Angeles Aqueduct  
 BRLO - 5948 (074)  
 June 2017 Invoicing

TOTAL BUDGET		\$126,291.25		
TASK	BUDGET	June	Amount Invoiced	Budget
		2017	through June 2017	Remaining
Original Task 1: Kick-off Meeting	\$1,800.00		\$3,667.88	-\$1,867.88
Original Task 2: Memos and PES	\$1,800.00	\$112.50	\$1,987.50	-\$187.50
Addendum Task 1: Environmental Studies	\$60,271.00	\$4,810.00	\$57,015.95	\$3,255.05
Addendum Task 2: IS/MND	\$28,360.00	\$165.00	\$25,542.50	\$2,817.50
Addendum Task 3: Coordination of Environmental and Engineering Tasks	\$11,520.00	\$292.50	\$11,363.50	\$156.50
Addendum Task 4: Permit and ROW Applications	\$21,950.25		\$2,196.25	\$19,754.00
Addendum Task 5: Support County Native American Consultation	\$590.00		\$326.25	\$263.75
<b>Totals</b>	<b>\$126,291.25</b>	<b>\$5,380.00</b>	<b>\$102,099.83</b>	<b>\$24,191.42</b>
			<b>Budget Balance</b>	<b>\$24,191.42</b>

RECEIVED BY QEI	APPROVED
JUL 23 2017	
DATE RECEIVED IN ACCOUNTING	
104300	1818283
JOB	TASK
7-23-18 SE	(0740)
ENTERED	Q/L
BILLED <input checked="" type="checkbox"/>	

**QEI INVOICE**

**APPROVED**

*By Rita Wilke at 4:11 pm, Jul 05, 2017*

Date: July 5, 2017

**INVOICE**

project: Carroll Creek Bridge Replacement

date of contract: October 23, 2014

Task Order 4 (May 31, 2017)

TO: Rita Wilke  
Panorama Environmental, Inc  
One Embarcadero Plaza, Suite 240  
San Francisco, CA 94111

FROM: Jim Paulus, Ph.D.  
P.O. Box 2657  
Oakhurst CA 93644-2657

This is an invoice for services performed for Panorama Environmental, Inc. during the month of June 2017. Services include provision of a botanical survey in support of construction at the Carroll Creek Bridge Replacement Project near Lone Pine, California. A botanical survey report has been transmitted to Panorama (Rita Wilke) on June 30, 2017.

**Botanist**

	<u>units</u>	<u># of units</u>	<u>ea.</u>	<u>line total</u>	<u>task total</u>
<b>TASK 1: Botanical Survey</b>					
Field Work	hr	7	95.00	665.00	
Report Preparation	hr	16	95.00	1520.00	
Travel and Special Equipment	ea	0		0.00	
				<u>2185.00</u>	<u>2185.00</u>

Please remit to the above address. Thank you.

**Total for Task 1: \$ 2185.00**

**Progress Report** (progress as of June 30, 2017):

Jim Paulus, Ph.D. reviewed the current Biological Survey Pre-Field Work Plan and existing scientific literature related to the Carroll Creek Bridge Replacement Project. Dr. Paulus then updated the sensitive plant species search list for the Project's 28 acre study area, and performed an inventory of on-site botanical resources, including a search for potentially occurring sensitive plant species. Plant community boundaries were mapped and community descriptions were developed. A report including results of the literature review, methods used in the field survey, and survey findings has been delivered to Panorama Environmental, Inc. (R. Wilke) on June 30, 2017.

# PANORAMA

ENVIRONMENTAL, INC.

**Contract-Approved Rates**

**Position**

**Carroll Rates**

Administration	\$65.00
Document Production Specialist	\$80.00
Environmental Analyst	\$90.00
Cartographer/GIS Specialist I	\$90.00
Environmental Analyst II	\$100.00
Cartographer/GIS Specialist II	\$110.00
Technical Editor	\$110.00
Environmental Scientist I	\$110.00
Environmental Scientist II	\$130.00
Geologist/Environmental Scientist II	\$145.00
Project Manager/Scientist (Planner) III	\$155.00
Sr. Project Manager/Scientist (Planner) IV	\$170.00
Project Director/Sr. Consultant	\$190.00

**Staff**

**Position**

**Rate**

Laurie Hietter	Project Director/Sr. Consultant	\$190.00
Tania Treis	Sr. Project Manager/Scientist (Planner) IV	\$170.00
Reema Mahamood	Project Manager/Scientist (Planner) III	\$155.00
Susanne Heim	Project Manager/Scientist (Planner) III	\$155.00
Caitlin Gilleran	Environmental Scientist II	\$130.00
Corey Fong	Cartographer/GIS Specialist II	\$110.00
Kara Dewhurst	Environmental Analyst	\$90.00
Leo Mena	Environmental Analyst	\$90.00
Naomi Takahashi	Environmental Analyst	\$90.00
Rita Wilke	Environmental Analyst	\$90.00
Dave Jorns	Document Production Specialist	\$80.00

**Subconsultant Rates**

**ASM Affiliates**

**Position**

**Carroll Rates**

Archaeological Technician I	\$45.38
Native American Monitor	\$50.00
Word Processor	\$55.00
Associate Archaeologist I	\$57.00
Associate Archaeologist II and III	\$64.00
Project Manager	\$64.00
Site Form QA/QC	\$70.00
GIS Specialist	\$71.50
Senior Archaeologist/Technical Editor	\$85.00



# INVOICE

From **Panorama Environmental, Inc.**  
 One Embarcadero Center, #740  
 San Francisco, CA 94111

Invoice ID **100236**  
 Invoice Period End Date **06/30/2017**  
 Due Date **07/30/2017 (Net 30)**  
 Subject **Quincy - Inyo Carroll Creek Road -  
 June 2017 Invoice - Panorama  
 Environmental, Inc**

Invoice For **Quincy Engineering**  
 11017 Coblerock Drive, Suite 100  
 Rancho Cordova California 95670

Item Type	Description	Hours or Units	Rate	Amount
Service	[2089] Carroll Creek Bridge - 06/01/2017 - Coordination of Environmental and Engineering Tasks / Susanne Heim: Call regarding project status	0.50	\$155.00	<b>\$77.50</b>
Service	[2089] Carroll Creek Bridge - 06/01/2017 - Coordination of Environmental and Engineering Tasks / Rita Wilke: Bi-weekly check-in	0.50	\$90.00	<b>\$45.00</b>
Service	[2089] Carroll Creek Bridge - 06/01/2017 - Environmental Studies / Kara Dewhurst: Working on biological assessment	2.00	\$90.00	<b>\$180.00</b>
Service	[2089] Carroll Creek Bridge - 06/01/2017 - PES / Rita Wilke: Review PES edits from Rob. Move to new PES template from SER	1.00	\$90.00	<b>\$90.00</b>
Service	[2089] Carroll Creek Bridge - 06/02/2017 - Environmental Studies / Kara Dewhurst: Biological Assessment	2.00	\$90.00	<b>\$180.00</b>
Service	[2089] Carroll Creek Bridge - 06/07/2017 - Environmental Studies / Rita Wilke: Send biologist LADWP entry letter. Clarify scope and coordinate re: survey reports, etc.	0.75	\$90.00	<b>\$67.50</b>
Service	[2089] Carroll Creek Bridge - 06/12/2017 - Environmental Studies / Rita Wilke: Edits to NES. Comments for Russell.	1.25	\$90.00	<b>\$112.50</b>
Service	[2089] Carroll Creek Bridge - 06/12/2017 - Coordination of Environmental and Engineering Tasks / Tania Treis: project scope review	1.00	\$170.00	<b>\$170.00</b>
Service	[2089] Carroll Creek Bridge - 06/14/2017 - Environmental Studies / Susanne Heim: Prepare Biological Assessment	2.50	\$155.00	<b>\$387.50</b>





**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:
<b>AGENDA NUMBER</b>
12

- Consent     
  Departmental     
  Correspondence Action  
 Public Hearing   
  Schedule time for   
  Closed Session   
  Informational

**FROM:** Public Works/Deferred Maintenance/Road/Water Systems/Airports

**FOR THE BOARD MEETING OF:** SEP - 4 2018

**SUBJECT:** Approve Multiple Blanket Purchase Orders

**DEPARTMENTAL RECOMMENDATIONS:**

Authorize the issuance of blanket purchase orders for the following vendors in the following amounts:

A. Bishop Automotive	\$20,000.00
B. Bishop Heating & Air Conditioning	\$40,000.00
C. Bishop Welding Supply	\$30,000.00
D. Britt's Diesel & Automotive	\$65,000.00
E. Brown's Supply Inc.	\$30,000.00
F. Coastline Equipment	\$30,000.00
G. Dave's Auto Parts	\$40,000.00
H. High Country Lumber	\$40,000.00
I. Interstate Sales	\$30,000.00
J. Manor True Value	\$30,000.00
K. Mission Linen	\$50,000.00
L. Mission Janitorial	\$30,000.00
M. Quinn Company	\$20,000.00
N. Silver State International	\$30,000.00
O. Steve's Auto & Truck Parts	\$30,000.00
P. Western Nevada Supply	\$30,000.00
Q. Dean's Plumbing & Heating	\$40,000.00

**SUMMARY DISCUSSION:**

Public Works is a large department operating off nearly (30) budgets. According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders, "With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2.) When the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII. Special Instructions, G. Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules. Goods and supplies shall be ordered in and consistent with future needs and available storage space."

In an effort to be compliant with this policy and proactive in our spending efforts, Public Works is requesting Board approval of the above blanket purchase orders. We make every effort to keep our business local and distributed throughout the Owens Valley, we purchase from vendors in both the North and South County when we can.

**ALTERNATIVES:** Your Board could choose not to authorize the Department Purchasing Authority increase or approve the blanket purchase orders. This is not recommended, as some of the items have been purchased and the others may need to be purchased for an emergency.



**OTHER AGENCY INVOLVEMENT:**

Office of the County Counsel

Auditor's Office.

**FINANCING:**

- \* These invoices will be paid from multiple budgets, and object codes within our department budget authority. There is sufficient budget split between all Public Works divisions to make these payments.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <small>(Must be reviewed and approved by County Counsel prior to submission to the board clerk.)</small> Approved: <u>YES</u> Date: <u>8/21/18</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS <small>(Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</small> Approved: <u>yes</u> Date: <u>8/23/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS <small>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</small> Approved: <u>N/A</u> Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received) \_\_\_\_\_ Date: \_\_\_\_\_



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use  
Only:

AGENDA NUMBER

13

- Consent     Departmental     Correspondence Action
- Public Hearing     Schedule time for     Closed Session     Informational

FROM: Public works

FOR THE BOARD MEETING OF: SEP - 4 2018

SUBJECT: Award the Contract for the Lone Pine VFW Parking Lot Project (Project)

**DEPARTMENTAL RECOMMENDATIONS:**

Request your Board:

- A) Award the bid for the project to Bowman Asphalt, Inc. of Bakersfield, California.
- B) Award the construction contract for the base bid of the Project to Bowman Asphalt, Inc. of Bakersfield, California, in the amount of \$151,274.00
- C) Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.
- D) Authorize the Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

At the August 7, 2018 meeting of the Board of Supervisors, the Board approved the plans and specifications for the Lone Pine VFW Parking Lot Project located at the VFW building and adjacent section of Gene Autry Lane in Lone Pine, CA, and authorized the public works director to advertise for bids for the project.

On August 20, 2018, bids were opened for the Lone Pine VFW Parking Lot Project.

Two (2) companies submitted bids:

- |  |              |
|--|--------------|
| 1) Doug Clair, Inc. of Bishop, California          | \$230,365.00 |
| 2) Bowman Asphalt, Inc. of Bakersfield, California | \$151,274.00 |

All bids were reviewed and Bowman Asphalt, Inc. was determined to be the lowest responsible, responsive bidder to the Project bid proposal requirements.

**ALTERNATIVES:**

The Board could choose not to award the bid and construction contract for the Project. This is not recommended as the Great Basin Unified Air Pollution Control District Environmental Public Benefit (EPB) Fund Block Grant used to fund the VFW parking lot portion of this project expires in December of 2018 and this project represents an opportunity to tap into this funding while it is still available.

**OTHER AGENCY INVOLVEMENT:**

Public Works for its role in Project implementation.


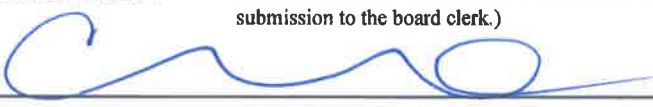
County Counsel for the review of contracts and this agenda item.

Auditor for the payment of all invoices.

Great Basin Unified Air Pollution Control District for the Environmental Public Benefit Fund Block Grant.

**FINANCING:**

The portion of this project on the Lone Pine VFW property will be funded by the remaining funds of the Great Basin Unified Air Pollution Control District (GBUAPCD) Environmental Public Benefit (EPB) Fund Block Grant in an amount up to \$124,500. Great Basin budget number is 610189 and Professional Services object code 5265. The remaining amount will be funded by the Road Department Budget 034600 Construction in Progress object code 5700.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>8/23/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>8/23/18</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: <u>N/A</u> Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 2018.08.23

*For Mike Frank*

**CONTRACT  
BY AND BETWEEN  
THE COUNTY OF INYO  
and**

Bowman Asphalt, Inc. \_\_\_\_\_, **CONTRACTOR**

**for the**

Lone Pine VFW Parking Lot \_\_\_\_\_ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, September 4, 2018, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Bowman Asphalt, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of Lone Pine VFW Parking Lot **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

**1. SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions listed on Exhibit "A" within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: Lone Pine VFW Parking Lot Project **PROJECT**

**2. TIME OF COMPLETION.** Project work shall begin within 30 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

**3. PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: One Hundred Fifty One Thousand Two Hundred Seventy Four dollars (\$151,274.00), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

**4. ALL PROVISIONS SET FORTH HEREIN.** CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

**5. STANDARD OF PERFORMANCE.** Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

**6. INDEPENDENT CONTRACTOR.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

**7. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

**8. CLAIMS RESOLUTION.** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

**9. POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

**10. COMPLIANCE WITH ALL LAWS.**

**Performance Standards:** Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

11. **LICENSES.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

12. **PREVAILING WAGE.** Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to submit certified payroll to County and comply with the Department of Industrial Relations regulations in submitting the certified payroll.

13. **CONTROLLING LAW VENUE.** This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

14. **WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo  
Public Works Department  
Attn: Trevor Taylor  
168 N. Edwards  
PO Drawer Q  
Independence, CA 93526





23. **ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

**COUNTY**

**CONTRACTOR**

COUNTY OF INYO

\_\_\_\_\_

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

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

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

ATTACHMENT 1

Lone Pine VFW Parking Lot PROJECT

FAITHFUL PERFORMANCE BOND  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

Bowman Asphalt, Inc. as Principal, hereinafter "Contractor,"  
(Name of Contractor)

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of One Hundred Fifty One Thousand Two Hundred Seventy Four dollars (\$ 151,274.00 ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated September 4, 2018, entered into an Contract with the County for the Construction of the Lone Pine VFW Parking Lot PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

81 4 2014/09/02

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.**

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

County of Inyo  
224 North Edwards Street, P.O. Box N  
Independence, California 93526



labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

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

(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

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

(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).**

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo  
224 N. Edwards, P.O. Box N  
Independence, California 93526**



# **SPECIAL PROVISIONS**

**FOR**

**LONE PINE VFW PARKING LOT PROJECT**



**SPECIAL PROVISIONS**  
**LONE PINE VFW PARKING LOT PROJECT**  
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## **I. INTRODUCTION / GENERAL:**

The Lone Pine VFW Parking Lot Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated October, 2015 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Inyo County Standard Specifications October 2015 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications October 2015 referenced herein or the Caltrans Standard Specifications and these Special Provisions, these Special Provisions shall prevail and be observed.

## **II. PROJECT DESCRIPTION:**

The project generally consists of the construction of approximately 20,000 square feet of 2.5" Type A HMA for a parking lot and portion of adjacent roadway and striping of the finished parking lot.

A mandatory job walk is scheduled for August 17, 2018 at 10:00AM. Failure to attend the pre-bid job walk may result in the bid considered non-responsive and returned to the contractor.

## **III. CONTRACT AWARD AND EXECUTION - SECTION 3:**

### **3-1.04 CONTRACT AWARD**

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

### **3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)**

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are in the Bid Book.

### **3-1.06 CONTRACTOR LICENSE**

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

### **3-1.07 INSURANCE POLICIES**

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 0001 or similar exclusions are allowed if not inconsistent with section 7-1.06. Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any selfinsured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

### **3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION**

Section 3-1.08 is amended as follows.

This project is subject to Inyo County Ordinance No. 1156, An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contacting Preferences for Local and Small Businesses, which is included in the bid package.

The bidder must:

- 1) Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.
- 2) Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Ordinance No. 1156 (Ordinance No. 1156), Section 6.06.040, the bidder must show that he/she is a SBE as described in Ordinance No. 1156 Section 6.06.020.

To qualify for the SBE subcontracting preference as described in Ordinance No. 1156, Section 6.06.050, the bidder must show that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Ordinance No. 1156 Section 6.06.020.

**It is the bidders' responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.**

#### **SBE CONTRACTING PREFERENCE COMMITMENT SUBMITTAL:**

If the bidder is claiming the SBE contracting preference, the bidder must submit SBE information on the "Small Business Enterprise Commitment (Construction Contracts)," form included in the Bid Package. If the bidder is not claiming the SBE contracting preference, remove the form from the Bid Package before submitting your bid.

The bidder must Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor's quote will serve as written confirmation that the SBE is participating in the contract.

#### **SUBCONTRACTOR AND SBE RECORDS:**

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE



prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors," certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

### **3-1.18 CONTRACT EXECUTION**

The successful bidder must sign the Contract form.

Deliver two (2) fully executed (except for the County's signature) to the Office Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. Small Business (SB) Participation Report form
6. For a federal-aid contract, Caltrans Bidder - DBE Information form

The Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

## **IV. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC – SECTION 7:**

Section 7 of the Standard Specifications are amended to read as follows:

### **7-1.02K (2) WAGES**

The general prevailing wage rates, determined by the Department of Industrial Relations, for Inyo County, are available at the County of Inyo address or the California DIR web site at <http://www.dir.ca.gov>. Changes are available at the same locations. These wage rates are not included in the Contract Documents. All labor will be paid at not less than these minimum wage rates.

### **7-1.02K (3) Certified Payroll Records (Labor Code §1776)**

Contractor must keep accurate payroll records, and submit a copy of your certified payroll records weekly, including those of subcontractors to the following:

1. Inyo County Department of Public Works

2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Include in the certified payroll:

1. Each employee's:
  - 1.1. Full name
  - 1.2. Address
  - 1.3. Social security number
  - 1.4. Work classification
  - 1.5. Straight time and overtime hours worked each day and week
  - 1.6. Actual wages paid for each day to each:
    - 1.6.1. Journeyman
    - 1.6.2. Apprentice
    - 1.6.3. Worker
    - 1.6.4. Other employee you employ for the work
  - 1.7. Pay rate
  - 1.8. Itemized deductions made
  - 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio
3. A Statement of Compliance signed under penalty of perjury that declares:
  - a) The information contained in the payroll record is true, correct, and complete
  - b) The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
  - c) The wage rates paid are at least those required by the Contract

#### **7-1.05 INDEMNIFICATION**

Contractor shall hold harmless, defend, and indemnify the County of Inyo and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees and litigation costs, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

#### **7-1.06A GENERAL INSURANCE**

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

2. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Obtain** a copy of the policy declarations and endorsement page to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.
  
3. **SUBCONTRACTORS:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
  
4. **SPECIAL RISKS or CIRCUMSTANCES:** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
  
5. **CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE:** Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

#### **7-1.06C WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

See Contractor's Labor Code Certification, Bid Certifications Page 2.

Provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

Waive all rights of subrogation against the County, its officers, officials, employees and volunteers for losses arising from work performed by you.

#### **7-1.06D LIABILITY INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general

aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than **\$1,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year.
4. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### 7-1.06I SELF-INSURANCE

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, the Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

#### OTHER INSURANCE PROVISIONS

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
  1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
  2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
  - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
  - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
  - 4. A copy of the claims reporting requirements must be submitted to the Entity for review.
  - 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

## V. PROSECUTION AND PROGRESS – SECTION 8

Amended to read as follows:

### 8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than Twenty (20) Working days from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion."

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, "EXTENSION OF TIME."

### 8-1.10 LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

**\$500.00** per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

## **VI. CLAIMS RESOLUTION**

### **PUBLIC CONTRACT CODE SECTION 9204**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original



contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

## **VII. PROJECT SPECIFICATIONS**

### **PART 1: GENERAL**

#### **1.01 SCOPE OF WORK**

This section shall include all labor, materials and equipment and appurtenances required to complete all of the work shown on the Plans and/or specified herein.

#### **1.02 SUMMARY**

A. Include all work and materials necessary to:

1. Remove and dispose of existing deteriorating AC Pavement
2. Prepare for and construct 2.5" Type A HMA
3. Stripe parking spaces and apply pavement markings
4. Install wheel stops

#### **1.03 BIDDER QUALIFICATIONS**

Bidders shall be pre-qualified as follows:

- A. All bidders shall be contractors who have specifically performed construction of HMA pavements. Such bidders shall have performed the installation of these systems for not less than five years under the same company name. Each bidder shall have performed

at least fifteen applications of similar size and type. Bidders shall submit with the bid a list of projects including date of completion and contact information for verification.

- B. The contract shall carry a minimum of \$1,000,000 in general liability insurance on a continuing basis. Verification of insurance shall be submitted at the time of bid in the form of a sample insurance certificate.
- C. The contractor shall submit with the bid a current license status printout from the Contractor's State License Board at <http://www.cslb.ca.gov> to demonstrate that the license is in good standing.
- D. The contractor shall cooperate as required in performance of the specified inspecting and testing.

#### 1.04 QUALITY ASSURANCE

HMA acceptance is based on:

- A. Visual inspection for the following:
  - 1. Segregation, raveling, and loose material
  - 2. Variance of more than 0.05 foot measured from the lower edge of a 12-foot straightedge
  - 3. Uniform surface texture throughout the work limits

### PART 2 PRODUCTS

#### 2.01 SUMMARY

- A. Rubber Wheel Stops: RF-PWS38 Parking Lot Wheel Stops manufactured by RubberForm Recycled Products, LLC or approved equal.
  - 1. Use yellow color option for all wheel stops excluding handicap wheel stop. Use Handicap Blue wheel stop for ADA accessible parking stall.
- B. Striping and Pavement Markings: Marking Paint shall conform to the requirements in **Section 84-2.02C** of the 2015 Caltrans Standard Specifications. The color of the pavement markings shall conform to the requirements in ASTM D6628.

#### 2.02 SUBSTITUTIONS

Materials substitutions must be submitted to the owner a minimum of seven (7) working days prior to the bid opening for review to be approved as an "or equal". All substitute material requests shall include all testing agency certifications and independent third party laboratory testing certifying that all physical properties are equal to or greater than the product specified and certified by an officer of the material manufacturer.

## **PART 3 DESCRIPTION OF WORK**

### **3.01 HOT MIX ASPHALT**

#### **A. General:**

This work includes site preparation and work involved with producing and placing hot mix asphalt (HMA) Type A using the Standard Process and shall comply with **Section 39-2, "Hot Mix Asphalt"** of the Caltrans Standard Specifications.

1. Asphalt Binder – The grade of asphalt binder for the HMA Type A for this work shall be **PG 70-10**.
2. Aggregates – The aggregate for the HMA Type A must comply with **½ inch grading**.
3. Do not submit samples unless specifically requested by Engineer.
4. Prior approved alternate mix design is acceptable if accepted by the Engineer.

#### **B. Payment:**

The unit price for HMA shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing hot mix asphalt, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

### **3.02 MINOR HMA**

#### **A. General:**

This work includes the placement of Minor HMA indicated on the Plans in the form of Type E Hot Mix Asphalt Dike. Refer to **Section 39-2.07 "Minor Hot Mix Asphalt"** of the Caltrans Standard Specifications.

#### **B. Payment:**

The unit price for Minor HMA shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing minor hot mix asphalt, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

### **3.03 EARTHWORK**

#### **A. General:**

This work includes the grading, compaction, and other associated work required to establish proper base conditions prior to placing new HMA. Earthwork shall include all work necessary to prepare base for HMA placement in accordance with slopes and specifics called out on the Plans.

**B. Payment:**

The lump sum price for Earthwork shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work considered to be Earthwork, complete in place, as shown on Plans, as specified in the Standard Specifications and the Special Provisions, and as directed by the Engineer.

**3.04 REMOVE EXISTING AC PAVEMENT**

**A. General:**

This work includes the removal of existing AC pavement and disposal of any material not to be used for Earthwork.

**B. Payment:**

The unit price for Remove Existing AC Pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all of the work involved in removing existing AC pavement including disposal of excess removed material, complete in place, as shown on Plans, as specified in the Standard Specifications and Special Provisions, and as directed by the Engineer.

**3.05 ADJUST UTILITY COVER**

**A. General:**

This work shall consist of raising or lowering existing utility covers to the finished grade.

**B. Payment:**

Payment shall be for each cover raised or lowered. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved.

**3.06 STRIPING AND PAVEMENT MARKINGS**

**A. General:**

This work includes the striping of parking lot stalls, centerline, lead-line, and the application of pavement markings shown on Plans including ADA accessible parking stall markings, "stop" word markings, and stop bar.

**B. Application:**

Painting pavement markings and striping shall conform to the provisions in **Section 84, "Traffic Stripes and Pavement Markings"** of the Standard Specifications and these Special Provisions and in accordance with layout in Plans.

Pavement markings shall be applied in two coats. Painting shall not commence until after completion of all HMA work and the parking lot has been cleaned and is suitable for painting. Do not include glass beads.

**C. Payment:**

The unit price for striping and pavement markings shall include full compensation for

furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in painting stripes and pavement markings, including establishing alignment for stripes and layout work, complete in place, as shown on plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

### 3.07 RUBBER WHEEL STOPS

**A. General:**

This work includes the installation of recycled rubber wheel stops.

**B. Application:**

Install wheel stops in accordance with the manufacturer's recommendations and product data sheets and as shown on Plans.

**C. Payment:**

The unit price for rubber wheel stops shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation.

### 3.08 DEFICIENCY ADJUSTMENTS

Deficiencies identified by the County Engineer during the final inspection shall be corrected within five (5) working days.

### 3.09 CLEAN UP

Upon completion of all work covered in the Plans and this specification, the contractor shall remove all equipment, material and debris, leaving the area in an undamaged and acceptable condition.

## PART 4 COMPENSATION

### 4.01 ADJUSTMENT OF PRICE

Any adjustment in compensation due to an increase or decrease in the quantity of work to be performed which is ordered by the Engineer will be made on the basis of the cost of the increased or decreased work and will be paid for according to **Section 9-1.06, "Changed Quantity Payment Adjustments,"** of the 2015 Caltrans Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

## END OF SPECIAL PROVISIONS



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:
<b>AGENDA NUMBER</b> 14

- Consent    
  Departmental    
  Correspondence Action  
 Public Hearing    
  Schedule time for    
  Closed Session    
  Informational

FROM: Public works

FOR THE BOARD MEETING OF: SEP - 4 2018

SUBJECT: Award the Contract for the Inyo County Storage Container Roof Sealing Project (Project)

**DEPARTMENTAL RECOMMENDATIONS:**

Request your Board:

- A) Award the bid for the project to Troy Cauldwell Paint & Stucco of Bishop, California.
- B) Award the construction contract for the base bid of the Project to Troy Cauldwell Paint and Stucco of Bishop, California, in the amount of \$20,176.00
- C) Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.
- D) Authorize the Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

At the July 10, 2018 meeting of the Board of Supervisors, the Board approved the plans and specifications for the Inyo County Storage Container Roof Sealing Project located at the Inyo County Building and Maintenance Yard, the Inyo County Jail, and the Airport in Independence, CA as well as the search and rescue hut in Lone Pine, CA, and authorized the public works director to advertise for bids for the project.

On August 15, 2018, bids were opened for the Inyo County Storage Container Roof Sealing Project. Five (5) companies submitted bids:

1) ERC Roofing & Waterproofing of Santa Ana, California	\$53,910.00
2) Brazos Urethane, Inc. of Madera, California	\$85,500.00
3) Harbor Coating and Restoration of Orange, California	\$44,770.00
4) Troy Cauldwell Paint & Stucco of Bishop, California	\$20,176.00
5) Western Pacific Roofing Corporation of Palmdale, California	\$40,200.00

All bids were reviewed and Troy Cauldwell Paint & Stucco was determined to be the lowest responsible, responsive bidder to the Project bid proposal requirements.

**ALTERNATIVES:**


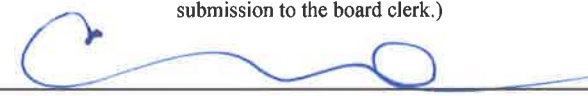
The Board could choose not to award the bid and construction contract for the Project. This is not recommended as this project has already been included in the deferred maintenance budget and the roof sealing of County owned storage containers and the Lone Pine search and rescue hut will slow the further degradation of the integrity of these structures.

**OTHER AGENCY INVOLVEMENT:**

Public Works for its role in Project implementation.  
County Counsel for the review of contracts and this agenda item.  
Auditor for the payment of all invoices.

**FINANCING:**

The Project is part of the 2017/2018 Deferred Maintenance List. The construction costs will be paid through budget unit 011501, Deferred Maintenance, object code 5191, Maintenance of Structures.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>yes 8/21/18</u> Date _____
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>8/22/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received) \_\_\_\_\_ Date: \_\_\_\_\_

# **CONTRACT AND BOND FORMS FOR**

**COUNTY STORAGE CONTAINER ROOF SEALING PROJECT**  
Independence and Lone Pine, CA

**ENCLOSURES:**

Contract: Inyo County Standard Contract No. 147  
Faithful Performance Bond  
Labor and Material Payment Bond



**CONTRACT  
BY AND BETWEEN  
THE COUNTY OF INYO  
and**

Troy Cauldwell Paint and Stucco, **CONTRACTOR**

**for the**

County Storage Container Roof Sealing Project **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, September 11, 2018, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Troy Cauldwell Paint and Stucco (hereinafter referred to as "CONTRACTOR"), for the construction or removal of County Storage Container Roof Sealing PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

**1. SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions listed on Exhibit "A" within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: County Storage Container Roof Sealing **PROJECT**

**2. TIME OF COMPLETION.** Project work shall begin within 30 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

**3. PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the ~~total~~ amount of: Twenty Thousand One Hundred Seventy Six dollars (\$ 20,176.00 ), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

**4. ALL PROVISIONS SET FORTH HEREIN.** CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

**5. STANDARD OF PERFORMANCE.** Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

**6. INDEPENDENT CONTRACTOR.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

**7. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

**8. CLAIMS RESOLUTION.** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

**9. POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

**10. COMPLIANCE WITH ALL LAWS.**

**Performance Standards:** Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

**11. LICENSES.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

**12. PREVAILING WAGE.** Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to submit certified payroll to County and comply with the Department of Industrial Relations regulations in submitting the certified payroll.

**13. CONTROLLING LAW VENUE.** This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

**14. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo  
Public Works Department  
Attn: Trevor Taylor  
168 N. Edwards  
PO Drawer Q  
Independence, CA 93526

If to Contractor: Troy Cauldwell Paint and Stucco  
2612 Irene Way  
Bishop, CA 93514

15. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. **TERMINATION.** This Contract may be terminated for the reasons stated below:  
a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or  
b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or  
c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision in this Contract.

19. **SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

21. **ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.

22. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. **ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

**COUNTY**

**CONTRACTOR**

COUNTY OF INYO

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

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

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

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

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

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

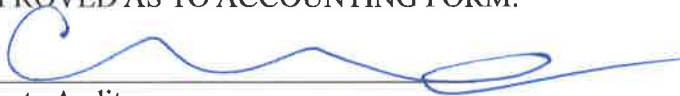
Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

ATTACHMENT 1

County Storage Container Roof Sealing PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That Troy Cauldwell Paint and Stucco as Principal, hereinafter "Contractor," and (Name of Contractor) and (Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Oblige, hereinafter called County, in the amount of Twenty Thousand One Hundred Seventy Six dollars (\$ 20,176.00 ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated September 11, 2018, entered into an Contract with the County for the Construction of the County Storage Container Roof Sealing PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

- 1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---



Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.**

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

County of Inyo  
224 North Edwards Street, P.O. Box N  
Independence, California 93526

**ATTACHMENT 2**

County Storage Container Roof Sealing **PROJECT**

**LABOR AND MATERIALS PAYMENT BOND  
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS, that Troy Cauldwell Paint and Stucco  
(Name of Contractor)

\_\_\_\_\_ as Principal, hereinafter "CONTRACTOR,"

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter

defined in the amount of Twenty Thousand One Hundred Seventy Six

dollars (\$ 20,176.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated September 11, 20 18, entered into an Contract with the County for the construction of the County Storage Container Roof Sealing **PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or

labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).**

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:**

**County of Inyo  
224 N. Edwards, P.O. Box N  
Independence, California 93526**

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# Attachment A

## **SPECIAL PROVISIONS**

**FOR**

**COUNTY STORAGE CONTAINER ROOF SEALING PROJECT**  
Independence, CA

# Attachment A

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COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS

# SPECIFICATIONS APPROVAL

## COUNTY STORAGE CONTAINER ROOF SEALING PROJECT Independence and Lone Pine, CA

**These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.**

  
\_\_\_\_\_  
Director of Public Works

6/27/18  
Specifications Approval Date



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**SPECIAL PROVISIONS**  
**COUNTY STORAGE CONTAINER ROOF SEALING PROJECT**  
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## **INTRODUCTION / GENERAL:**

The County Storage Container Roof Sealing Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated October, 2015 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Standard Specifications (designated by "SS" following the section number) or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Standard Specifications referenced herein and these Special Provisions, the latter shall prevail and be observed.

## **PROJECT DESCRIPTION**

The work will include the application of a two-coat elastomeric silicone rubber coating onto the roof of nine 8' x 40' metal storage containers located at the Inyo County Building and Maintenance Yard in Independence, two 8' x 40' metal storage containers located at the Independence Airport, four 8' x 20' metal storage containers located at the Inyo County Jail, and the built-up roof of the Lone Pine Search and Rescue (SAR) Hut at the Lone Pine Airport.

The work is more thoroughly described below, in the Project Special Provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

For a site visit to determine the level of surface preparation needed please contact Inyo County Public Works at [ttaylor@inyocounty.us](mailto:ttaylor@inyocounty.us) or 760-878-0347.

## **SECTION 3 CONTRACT AWARD AND EXECUTION**

### **3-1.04 CONTRACT AWARD**

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

### **3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)**

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are in the Bid Book.

### **3-1.06 CONTRACTOR LICENSE**

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

### **3-1.07 INSURANCE POLICIES**

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 0001 or similar exclusions are allowed if not inconsistent with section 7-1.06. Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any selfinsured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

### **3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION**

This section is amended as follows.

This project is subject to Inyo County Ordinance No. 1156, *An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contacting Preferences for Local and Small Businesses*, which is included in the bid package.

Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.

Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Ordinance No. 1156 (Ordinance No. 1156), Section 6.06.040, the bidder must show that he/she is a SBE as described in Ordinance No. 1156 Section 6.06.020.

To qualify for the SBE subcontracting preference as described in Ordinance No. 1156, Section 6.06.050, the bidder must show that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Ordinance No. 1156 Section 6.06.020.

**It is the bidders responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.**

#### **SBE Contracting Preference Commitment Submittal**

If the bidder is claiming the SBE contracting preference, submit SBE information on the “Small Business Enterprise Commitment (Construction Contracts),” form included in the Bid Package. If the bidder is not claiming the SBE contracting preference remove the form from the Bid Package before submitting your bid.

Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor’s quote will serve as written confirmation that the SBE is participating in the contract.

**SUBCONTRACTOR AND SBE RECORDS.** The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on “Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors,” certified correct by

the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

### **3-1.18 CONTRACT EXECUTION**

The successful bidder must sign the Contract form.

Deliver two (2) fully executed (except for the County's signature) to the Office Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. Small Business (SB) Participation Report form
6. For a federal-aid contract, Caltrans Bidder - DBE Information form

The Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

## **SECTION 7           LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

Amended to read as follows:

### **7-1.02K (2)   WAGES**

The general prevailing wage rates, determined by the Department of Industrial Relations, for Inyo County, are available at the County of Inyo address or the California DIR web site at <http://www.dir.ca.gov>. Changes are available at the same locations. These wage rates are not included in the Contract Documents. All labor will be paid at not less than these minimum wage rates.

### **ADD to 7-1.02K (3)   Certified Payroll Records (Labor Code §1776)**

Keep accurate payroll records. Submit a copy of your certified payroll records, weekly, including those of subcontractors to the following:

1. Inyo County Department of Public Works
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Include:

1. Each employee's:

- 1.1. Full name
- 1.2. Address
- 1.3. Social security number
- 1.4. Work classification
- 1.5. Straight time and overtime hours worked each day and week
- 1.6. Actual wages paid for each day to each:
  - 1.6.1. Journeyman
  - 1.6.2. Apprentice
  - 1.6.3. Worker
  - 1.6.4. Other employee you employ for the work
- 1.7. Pay rate
- 1.8. Itemized deductions made
- 1.9. Check number issued

2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance signed under penalty of perjury that declares:

1. The information contained in the payroll record is true, correct, and complete
2. The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
3. The wage rates paid are at least those required by the Contract

**7-1.05 INDEMNIFICATION**

Contractor shall hold harmless, defend, and indemnify the County of Inyo and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees and litigation costs, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

**7-1.06 INSURANCE**

**7-106A GENERAL**

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.
2. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language,



effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **We strongly recommend** obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

3. **SUBCONTRACTORS:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
4. **SPECIAL RISKS or CIRCUMSTANCES:** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
5. **CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE:** Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

#### **7-1.06C WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

See Contractor's Labor Code Certification, Bid Certifications Page 2.

Provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

Waive all rights of subrogation against the County, its officers, officials, employees and volunteers for losses arising from work performed by you.

#### **7-1.06D LIABILITY INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code

- 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
  4. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### **7-1.06I SELF-INSURANCE**

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, the Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

#### **OTHER INSURANCE PROVISIONS**

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
  1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
  2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
  1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

## **SECTION 8 PROSECUTION AND PROGRESS**

Amended to read as follows:

### **ADD TO 8-1.05 TIME**

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than Twenty (20) Calendar days from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion".

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, "EXTENSION OF TIME."

### **8-1.10 LIQUIDATED DAMAGES**

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

**\$200.00** per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

## PUBLIC CONTRACT CODE SECTION 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

# SEALING SPECIFICATIONS

## PART 1 PART 1 - GENERAL

### 1.01 DESCRIPTION

The work will include the application of a two-coat elastomeric silicone rubber coating.

### 1.02 QUALITY ASSURANCE

- A. Contractor Qualifications: Sealant contractor shall be familiar with the application of elastomeric silicone roof sealant and have at least 5 years of relevant experience.
- B. Manufacturer's Qualifications: Sealant manufacturer shall have manufactured the products that are proposed to be used for the project for not less than 5 years.
- C. Pre-Sealing Conference: Meet at the project site the day that work is scheduled to begin and review requirements for the work and conditions which could possibly interfere with successful performance of the work. Date shall be determined after project has been awarded.
- D. Final Inspection: Inyo County Public Works Representative shall perform final inspection of completed sealed roofs. All application errors shall be addressed by the contractor.
- E. Testing and agency requirements:
  - 1. Contractor shall obtain all local permits for the application of the sealant. The contractor must obtain necessary permits prior to beginning work.

### 1.03 WARRANTY

The silicone manufacturer shall issue a 50-year limited non-depreciating manufacturer's System Warranty.

### 1.04 SUBMITTALS

- A. Pursuant to the provisions of the General Provisions and Section 01300 "Submittals" the Contractor shall submit the following:
  - 1. Manufacturer's Literature: Submit two (2) copies of the manufacturer's data sheets regarding specifications, application information and safety

information on each product proposed for use. Submit MSDS to the County engineer for on-site review.

## PART 2 PRODUCTS

### 2.01 ELASTOMERIC SILICONE RUBBER COATING

Elastomeric Silicone Rubber Roof Coating. The products considered shall be GacoRoof GR1600 as manufactured by Gaco Western, or prior approved equal with the following physical properties:

PROPERTIES	TEST METHOD	VALUE
Solids by Volume	Fed. Std. 141	69% (+/- 1)
Solids by Weight	Method 4041	80% (+/- 1)
Tensile Strength	D-412	300 psi
Elongation	D-412	150% (+/- 10)
Tear Resistance	D-624 Die C	32 pli
Durometer Hardness: Shore A	D-676	50
Water Vapor Permeance	E-96 Procedure B	0.06 perms
Flammability	E-108 (UL-790)	Class A
Reflectance	E-903	85% (only for white)
Emittance	E-903	88% (only for white)

1. Plasticized acrylics, vinyls, EVA's, terpolymers and PVA coatings shall not be considered.
2. The coating materials shall all be manufactured and warranted by a single manufacturer.
3. Equipment: The equipment for the application shall be solvent resistant ¾" or 1" nap roller cover and brushes.
4. The two coat system shall consist of a base coat with a contrasting color top coat.
  - a. The top coat is preferred to be a white or off-white color.
5. Coating thickness: The combined total minimum dry mil thickness of the base and top coat shall be 22 mils exclusive of granules. The built-up roof may require an additional coat to reach the required minimum thickness due to surface texture.



## **PART 3 EXECUTION**

### **3.01 EXISTING / GENERAL CONDITIONS**

- A. Contractor shall verify that surfaces are smooth, dry, sound, and free from conditions effecting proper sealant application. Roof tape shall be used on any locations where leaks are expected to occur. Prior to starting work, owner shall be advised of conditions needing correction.

### **3.02 PROTECTION**

- A. Ground storage and work shall be confined to the areas designated by the Owner as agreed upon at the pre-bid conference. Do not travel across landscaped areas without the Owner's approval.

### **3.03 WORKMANSHIP**

- A. Contractors must be thoroughly skilled in the application of specified materials with all workmanship done in such a manner as to fulfill the requirements of project specifications. Any specific directions furnished by manufacturer, and as published in the manufacturer's manual for elastomeric silicone, regarding the application of sealant materials shall be strictly followed.
- B. Do not apply any materials before sunrise, or at any time when there are indications of moisture, (rain, mist, dew, frost or snow).

### **3.04 APPLICATION**

- A. Mix before application to ensure uniform color and consistency. Power mixing is recommended for quantities greater than 1 gallon. Do not use a paint shaker to mix.
- B. Elastomeric Silicone Roof Coating should be applied via rolling and brushing. Spray application is not recommended because the coating could potentially cure within the sprayer but is not prohibited.
- C. Apply base coat at approximately 1 gallon per 100 square feet.
- D. Once base coat has cured enough to allow light foot traffic (approximately 3-12 hours), apply contrasting top coat to achieve a combined thickness of 22 mils.
- E. PROTECTION OF THE WORKPLACE: Overspray of the coatings can carry considerable distances and attention should be given to the following:
  - 1. Post warning signs a minimum of 100 feet from the work area.
  - 2. Cover all intake vents near the work area.

3. Minimize or exclude all personnel not directly involved with the spray application.
4. No welding, smoking or open flames.
5. Have CO2 or other dry chemical fire extinguisher available at the jobsite.
6. Provide adequate ventilation.

### **3.05 DEFICIENCY ADJUSTMENTS**

- A. Deficiencies identified by the County engineer during the final inspection shall be corrected within five (5) working days. The manufacturer's warranty cannot be issued until the deficiencies are corrected.

### **3.06 CLEAN UP**

- A. Upon completion of all work covered in this specification, the contractor shall remove all equipment, material and debris, leaving the area in an undamaged and acceptable condition.

### **3.07 DEBRIS DISPOSAL**

- A. The contractor shall make his own arrangements for disposal of debris and waste material. All disposals will be done off site and at the contractor's expense. The owner assumes no responsibility for the disposal of any material. Debris from project will be removed daily, and at no time allowed to block any thoroughfare. Premises shall be cleaned to the satisfaction of County engineer.

### **3.08 PAYMENT**

- A. The contract price paid for each bid item shown on the Bid Item List according to the unit of measure shown for that bid item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the roof sealing project as specified in the specifications and the special provisions, and as directed by the Engineer, including the removal and disposal of the resulting material.
- B. The Department does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

### **3.09 ADJUSTMENT OF PRICE**

- A. Any adjustment in compensation due to an increase or decrease in the quantity of work to be performed which is ordered by the Engineer will be made on the basis of the cost of the increased or decreased work and will be paid for according to **Section 9-1.06, "Changed Quantity Payment Adjustments,"** of the 2015 Caltrans Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

**END OF SPECIAL PROVISION**



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

15

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM: Nathan D. Reade, Agricultural Commissioner**

**FOR THE BOARD MEETING OF: September 4, 2018**

**SUBJECT: Industrial Hemp Cultivation by Authorized Research Institutions**

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and provide direction to staff the cultivation of industrial hemp by authorized research institutions.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

California Food and Agriculture Code (FAC) Division 24 provides regulations pertaining to the production of Industrial hemp throughout the state. This division became operative on January 1, 2017 and the Industrial Hemp Advisory Board became active that spring. This board is tasked with developing industrial hemp seed law among other functions intended to facilitate the creation of a regulatory process whereby industrial hemp may be cultivated under registration with the California Department of Food and Agriculture (CDFA).

At this time, there is still no registration program in place in the State of California that would allow growers to cultivate industrial hemp. CDFA has stated in the past that they expect this program to become functional on or about January 1, 2019. In the interim, industrial hemp production is illegal unless conducted by an "Established Agricultural Research Institution" as defined by FAC 81000(c), which states:

***"Established agricultural research institution" means any institution that is either:***

- 1. A public or private institution or organization that maintains land or facilities for agricultural research, including colleges, universities, agricultural research centers, and conservation research centers; or***
- 2. An institution of higher education (as defined in Section 1001 of the Higher Education Act of 1965 (20 U.S.C. 1001)) that grows, cultivates or manufactures industrial hemp for purposes of research conducted under an agricultural pilot program or other agricultural or academic research.***

Staff has concerns that this loophole in the code may be exploited by growers to operate outside of the regulatory process that your board put into place for commercial cannabis operations. The Agriculture Office has recently received phone calls from parties claiming that they intend to begin cultivation of industrial hemp for research.

Staff requests your board provide direction on this topic including a range of possible policy options including a potential urgency ordinance that would prohibit the cultivation of industrial hemp until staff can conduct a study of impacts resulting from such activity that may occur outside of the authority of our commercial cannabis permitting process.

**ALTERNATIVES:**

Your Board could take no action and revisit this topic if need arises.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Discussion and direction associated with this topic would result in no impact to budget outside of staff time.

**APPROVALS**

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 For Nathan Reude

Date: 8/29/18

# Industrial Hemp Cultivation in California

Inyo County Board of Supervisors  
September 4, 2018

**County of Inyo**

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Commercial Cannabis Permit Office

# What is “Industrial Hemp”?

- Industrial hemp is defined by California Health and Safety Code section 11018.5(a) as:
  - *“Industrial hemp” means a fiber or oilseed crop, or both, that is limited to types of the plant Cannabis sativa L. having no more than three-tenths of 1 percent tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.*

**County of Inyo**

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Commercial Cannabis Permit Office

# How is Industrial Hemp Different than Cannabis?

- Cannabis is defined under the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) as:
  - *"all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin ... 'cannabis' does not mean 'industrial hemp' as defined by Section 11018.5 of the Health and Safety Code."*

**County of Inyo**

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Commercial Cannabis Permit Office



# Is it possible to tell the two apart?

- It is not possible to determine if a plant is cannabis or industrial hemp visually due to them being derivatives of the same species.
- A chemical analysis must be conducted to determine tetrahydrocannabinol (THC) content of the plant in question.

**County of Inyo**

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Commercial Cannabis Permit Office

# How Can Industrial Hemp be Grown Legally?

- A regulatory program for cultivation of industrial hemp is being developed by the California Department of Food and Agriculture.
  - Recent estimates on a timeline for implementation are for January 1, 2019.
  - The Industrial Hemp Advisory Board was created last year, and has held several meetings

**County of Inyo**

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Commercial Cannabis Permit Office

# How Can Industrial Hemp be Grown Legally?

- A second path exists in California Code that allows “Established Agricultural Research Institutions” to cultivate industrial hemp.
  - The definition of an “Established Agricultural Research Institution” is somewhat vague, and guidance from CDFA has not helped better define such institutions.
  - Additionally, code allows such institutions to grow industrial hemp with a THC content exceeding .3%, which would meet the definition of cannabis.

**County of Inyo**

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Commercial Cannabis Permit Office

# Concerns

- Cultivation sites have popped up in various counties that are in conflict with either cannabis cultivation bans or existing regulatory programs that claim to be industrial hemp research crops.
- Cultivators claim crops are being grown by “established agricultural research institutions” and thus exempt from local and state regulatory processes.

County of Inyo

Commercial Cannabis Permit Office

# Concerns

- Two counties, Riverside and San Joaquin, have implemented urgency ordinances to prohibit industrial hemp cultivation by “established agricultural research institutions” due to concerns that enforcement of local regulations on these grows may be difficult. Several others are considering similar bans.
- A recent grow in San Luis Obispo County is a good example of the difficulty local governments can have with removing these types of industrial hemp grows.

County of Inyo

Commercial Cannabis Permit Office

# Options

- Inyo County could pass a similar urgency ordinance that would place a moratorium on industrial hemp cultivation by “established agricultural research institutions” to maintain its enforcement authority over such grows.
- Inyo County could continue with status quo, and revisit this topic if a concern arises.

**County of Inyo**

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Commercial Cannabis Permit Office



**AGENDA REQUEST FORM**  
 BOARD OF SUPERVISORS  
 COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
 16

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Clint G. Quilter, Acting County Administrator

**FOR THE BOARD MEETING:** September 4, 2018

**SUBJECT:** Continuation of declaration of existence of local emergency

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

**SUMMARY DISCUSSION:**

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL:  <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:  <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:  <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received)

Date: 08/17/18



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
17

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Clint G. Quilter, Acting County Administrator  
**FOR THE BOARD MEETING:** September 4, 2018  
**SUBJECT:** Continuation of declaration of local emergency

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

**SUMMARY DISCUSSION:**

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL: <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER: <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR: <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

Date: 08/17/18





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
18

- Consent   
 Departmental   
 Correspondence Action   
 Public Hearing  
 Scheduled Time for   
 Closed Session   
 Informational

**FROM:** Clint G. Quilter, Acting County Administrator

**FOR THE BOARD MEETING OF:** September 4, 2018

**SUBJECT:** Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

**SUMMARY DISCUSSION:**

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL: <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

 Date: 08/17/18



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 19

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Clint G. Quilter, Acting County Administrator  
**FOR THE BOARD MEETING:** September 4, 2018  
**SUBJECT:** Continuation of declaration of local emergency

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Gully Washer Emergency," that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

**SUMMARY DISCUSSION:**

During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL:  <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:  <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:  <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received)

Date: 08/17/18



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
 20

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Clint G. Quilter, Acting County Administrator

**FOR THE BOARD MEETING OF:** September 4, 2018

**SUBJECT:** Continuation of proclamation of local emergency

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency," that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

**SUMMARY DISCUSSION:**

During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a biweekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL:  <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:  <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:  <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received)

Date: 08/17/18



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
21

- Consent   
 Departmental   
 Correspondence Action   
 Public Hearing  
 Scheduled Time for 10:30 a.m.   
 Closed Session   
 Informational

**FROM:** Clint G. Quilter, Acting County Administrator

**FOR THE BOARD MEETING OF** September 4, 2018

**SUBJECT:** Public Hearing for CAO Recommended Fiscal Year 2018-2019 Budget

**DEPARTMENTAL RECOMMENDATION:** Request your Board conduct a Budget Hearing to: A) collect public comment; and B) review and adopt the Fiscal Year 2018-2019 County Budget.

**SUMMARY DISCUSSION:** The CAO Recommended Budget can be viewed online at <https://www.inyocounty.us/Budget/2018-2019/Budget.html> and hard copies are available for public review in the Clerk of the Board of Supervisors' office.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL:  <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:  <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:  <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

Date: 08/30/18