

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY



NATE GREENBERG

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA

Board of Supervisors Room - County Administrative Center

224 North Edwards, Independence, California

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at https://zoom.us/i/868254781. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes.

Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at <u>boardclerk@inyocounty.us</u>

(2) 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).

REGULAR MEETING August 8, 2023

(Unless otherwise specified by time, items scheduled for either the morning or afternoon sessions will be heard according to available time and presence of interested persons.)

Start Time

8:30 A.M. 1) Public Comment on Closed Session Item(s) Comments may be time-limited

CLOSED SESSION

- 2) Public Employee Performance Evaluation Pursuant to Government Code §54957 – Title: County Administrator.
- 3) Conference with County's Labor Negotiators Pursuant to Government Code §54957.6 – Regarding 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. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer

Jeff Thomson.

<u>OPEN SESSION</u> (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

10 A.M. 4) Pledge of Allegiance

- 5) Report on Closed Session as Required by Law
- 6) **Public Comment** Comments may be time-limited

7) County Department Reports

<u>CONSENT AGENDA</u> (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

8) **Board of Supervisors Meeting Minutes** Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes from the regular Board of Supervisors meeting of August 1, 2023 and the special Board of Supervisors meeting of August 2, 2023.

9) Approval of Broadband Network Design Contract with Onward County Administrator | Scott Armstrong

Recommended Action: Approve the agreement between the County of Inyo and Inyo Networks, Inc., doing business as Onward, of Rancho Cucamonga, CA, for the provision of detailed network engineering design services in an amount not to exceed \$225,000 for the period of August 8, 2023 through January 1, 2024, contingent upon Board approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

10) Appointments to the Child Abuse Prevention Council

Health & Human Services - First 5 | Marilyn Mann

Recommended Action: A) Appoint Anonda Nelson, Chrystina Pope, Holly DeVincent, and Jeff Thomson each to unexpired two-year terms on the Child Abuse Prevention Council (CAPC) ending December 31, 2025; and B) Appoint Griselda Ortiz, Stephanie Tanksley, and Susanne Rizo each to unexpired twoyear terms on the CAPC ending December 31, 2024.

11) Lone Pine Sidewalk Construction and American with Disability Act Improvements Project Bid Package and Advertising Approval Public Works | Michael Errante

Recommended Action: Approve the plans and specifications for the Lone Pine Sidewalk Construction and ADA Improvements Project and authorize the Public Works Director to advertise the project.

10:15 A.M. 12) First Reading of an Ordinance and Public Hearing to Consider Adopting a Resolution Revising the Drinking Driver Program Fees

Health & Human Services - Behavioral Health | Marilyn Mann 10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Ordinance No. 1172 (2012) Regarding Fees for the Inyo County Driving Under the Influence Program," and schedule enactment for August 15, 2023 at 10 a.m., in the Board of Supervisors Chambers, County Administrative Center, Independence;
- B) Pursuant to Government Code section 66018, conduct a public hearing regarding Resolution No. 2023-22, which proposes to increase fees for the Inyo County Drinking Driver Program; and
- C) Adopt the proposed Resolution 2023-22 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Revising Inyo County Drinking Driver Program (DDP) Fees," which will go into effect upon the repeal of Ordinance No. 1172.

13) Public Health and Prevention Community Health Assessment

Health & Human Services | Stephanie Tanksley, Jynx Frederick 20 minutes (15min. Presentation / 5min. Discussion)

Recommended Action: Conduct a joint workshop with Stantec Consulting Services Inc. regarding Inyo County Public Health and Prevention's upcoming Community Health Assessment.

14) Emergency Contract for Whitney Portal Road Repairs

Public Works | Michael Errante 3 minutes

Recommended Action:

- A) Amend the Fiscal Year 2023-2024 Preliminary County Budget as follows: increase appropriation in the Road Budget 034600, Construction in Progress Object Code 5700 by \$300,000 utilizing the Road Fund Balance (4/5ths vote required);
- B) Find, by a 4/5ths vote, that an emergency situation exists on Whitney Portal Road that will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and
- C) Approve the contract between the County of Inyo and Clair Concrete, Inc. of Bishop, CA for the provision of emergency culvert repair services in an amount not to exceed \$1,290,548 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

15) **Personal Services Contract Amendments**

County Administrator - Personnel | Keri Oney 10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Approve the following: Amendment No. 1 to the contract between County of Inyo and Allison Krohn for the provision of personal services effective August 17, 2023; Amendment No. 1 to the contract between County of Inyo and Christie Martindale for the provision of personal services effective August 17, 2023; and Amendment No. 1 to the contract between County of Inyo and Carolynn Phillips for the provision of personal services effective August 17, 2023.

16) Update on Regional Broadband Activities

County Administrator | Scott Armstrong 20 minutes (15min. Presentation / 5min. Discussion)

Recommended Action: This is an informational item only.

17) Bishop Emergency Medical Services Status Update

County Administrator | Nate Greenberg 70 minutes (10min. Presentation / 1hr. Discussion)

Recommended Action: A) Receive update on current status of 911 Emergency Medical Services in the greater Bishop area, including a brief overview of responses received for the interim Request for Proposals; and B) Provide staff direction as appropriate.

ADDITIONAL PUBLIC COMMENT & REPORTS

18) **Public Comment** Comments may be time-limited

19) **Board Member and Staff Reports** Receive updates on recent or upcoming meetings and projects



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY



NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

August 8, 2023

Reference ID: 2023-4045

Board of Supervisors Meeting Minutes Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of August 1, 2023 and the special Board of Supervisors meeting of August 2, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, <u>www.inyocounty.us.</u>

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Draft August 2, 2023 Minutes

2. Draft August 1, 2023 Minutes

APPROVALS:

Hayley Carter Darcy Ellis

Created/Initiated - 8/2/2023 Final Approval - 8/2/2023



County of Inyo Board of Supervisors

August 2, 2023

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 10:30 a.m., on August 2, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths, who was participating remotely from 5385 Road 110, Hopland, CA, pursuant to California Government Code 54953(b)(1). Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

Pledge of Allegiance	Chairperson Roeser led the Pledge of Allegiance.
CAO – Fiscal Year 2023-2024 Budget Workshop	CAO Nate Greenberg, Senior Budget Analyst Denelle Carrington, and Auditor-Controller Amy Shepherd provided an informational workshop on the Fiscal Year 2023-2024 Budget. Topics for the morning session of the workshop included an overview of the budget process, the current big-picture budget position, and closing the gap between revenues and expenditures.
Recess/Reconvene	The Chairperson recessed the meeting at 10:50 a.m. and reconvened the meeting at 11:22 a.m. with all Board members present.
CAO – Fiscal Year 2023-2024 Budget Workshop (Continued)	CAO Nate Greenberg, Senior Budget Analyst Denelle Carrington, and Auditor-Controller Amy Shepherd continued their workshop on the FY 23-24 Budget. Topics for the post-lunch session included labor and staffing, deferred maintenance and special funding, and a wrap- up/review.
Adjournment	The Chairperson adjourned the meeting at 1:59 p.m. to 8:30 a.m. Tuesday, August 8, 2023, in the County Administrative Center in Independence.

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Chairperson, Inyo County Board of Supervisors

Attest: NATE GREENBERG Clerk of the Board

by:

Darcy Ellis, Assistant



County of Inyo Board of Supervisors

August 1, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on August 1, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths, who was participating remotely from 5385 Road 110, Hopland, CA, pursuant to California Government Code 54953(b)(1). Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

Closed Session Public Comment	The Chairperson asked for public comment related to closed session items and there was nobody wishing to speak.
Closed Session	Chairperson Roeser recessed open session at 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: County Administrator ; No. 3 Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 – Regarding 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. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.
Open Session	Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:09 a.m. with all Board members present.
Pledge of Allegiance	Film Commissioner Jesse Steele led the Pledge of Allegiance.
Report on Closed Session	County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.
Intros	The following new employees were introduced to the Board: Hazardous Materials Program Manager Richard Medina, Environmental Health; Aracely Mendoza, Social Services Aide, and Luz Nunez, Program Services Assistant, HHS; and Dispatcher Nina Potter, Sheriff's Office.
Public Comment II.	Chairperson Roeser asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.
County Department Reports	Public Works Director Mike Errante provided updates on damages to various County roads from this year's storm and runoff events – including Whitney Portal Road – and discussed reimbursement from state and federal agencies.
	Samantha Rottner, Program Manager for Child Support Services, announced on behalf of Child Support Services Director Amy Weurdig that August is National Child Support

Awareness Month.

Clerk of the Board – Approval of Minutes

CAO-Risk Management – Emergency Water Mitigation Payment

HHS-First 5 – First 5 Children and Families Commission Alternate Appointment

HHS-Health & Prevention – MCAH Agreement Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve the minutes of the regular Board of Supervisors meeting of July 18, 2023. Motion carried unanimously.

Moved by Supervisor Kingsley and seconded by Supervisor Oriill to declare Belfor USA Group, Inc. a sole-source provider for the Emergency Mitigation Water services provided at the Commander's House in the previous fiscal year and approve the payment of Invoice #1790754 in the amount of \$86,357.06 to Belfor USA Group, Inc. Motion carried unanimously.

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to appoint Mr. Alex Burciaga to an unexpired three-year term on the First 5 Commission for an alternate ending December 5, 2023. Motion carried unanimously.

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. 202314 between the County of Inyo and California Department of Public Health in the amount of \$129,402.93 in State and Federal reimbursement for the period of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, and authorize Marissa Whitney, MCAH Director, and the Board Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

HHS-Fist 5 –
MCAH/CA Home
Visiting Program
AgreementMoved by Supervisor Kingsley and seconded by Supervisor Orrill to ratify and approve the
Maternal Child and Adolescent Health (MCAH) Agreement No. CHVP SGF EBHV 23-14
between the County of Inyo and California Department of Public Health in the amount of
\$412,058 in State funding for the period of July 1, 2023 through June 30, 2024, contingent
upon the Board's adoption of the Fiscal Year 2023-2024 Budget, and authorize Marissa
Whitney, MCAH Director, and the Board Chairperson to sign the Agreement Funding
Application (AFA) Policy Compliance and Certification, contingent upon all appropriate
signatures being obtained. Motion carried unanimously.

HHS-Social Services –
eXemplar Human
Services Contract
Amendment No. 1Moved by Supervisor Kingsley and seconded by Supervisor Orrill to ratify and approve
Contract Amendment No. 1 between the County of Inyo and eXemplar Human Services for
the provision of Independent Contractor Services, revising the Term of Agreement and Limit
on Amount Payable Under Agreement to include one additional month of services for Fiscal
Year 2022-2023. Motion carried unanimously.

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to:

- A) As authorized by Public Contract Code section 20395(c), find that a threat of flood and/or storm damage to South Lake Road necessitated immediate action to safeguard life, health, or property such that the Department of Public Works had to take immediate action to perform work on a county road without soliciting bids; and
- B) Approve the payment of an invoice from Spiess Construction in the amount of \$43,400, covering the performance of emergency work on South Lake Road.
 Motion carried unanimously.

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to:

- A) Approve the lease agreement between the County of Inyo and the United States of America for the real property, located at the Bishop Airport, described as 700 Wye Rd., in an amount not to exceed \$29,716.63 per year for the five-year firm term of August 1, 2023 through July 31, 2028, and an amount not to exceed \$30,608.13 per year for a five-year soft term of August 1, 2028 through July 31, 2033, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
- B) Approve the lease agreement between the County of Inyo and the United States of America for the real property, located at the Independence Airport, described as 800 N. Edwards St., in an initial amount not to exceed \$14,035.03 per year for the 10year firm term of August 1, 2023 through July 31, 2033, and a 10-year soft term of August 1, 2033 through July 31, 2043, with rate escalations of 3% every five years, and authorize the Chairperson to sign, contingent upon all appropriate signatures

Public Works – Emergency South Lake Culvert Installation Project

Public Works – Bishop, Indy Airport USFS Helitack Agreements being obtained. Motion carried unanimously.

Public Works – United Rentals Sole-Source Purchase Order

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to:

- A) Declare United Rentals of Ridgecrest, CA a sole-source provider of equipment rentals; and
 - B) Ratify and approve the additional amount of \$65,000 for United Rentals of Ridgecrest, CA and authorize the issuance of a purchase order in an amount not to exceed \$120,222.63, payable to United Rentals of Ridgecrest, CA for equipment rentals in the event the agreement needs to be extended for the continued runoff. Motion carried unanimously.

Inyo County Film Commissioner Jesse Steele presented a written report to the Board on Film Commission activities.

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve and authorize the Board Chair to sign the Cost Share Agreement for Multi-Agency Response to 2023 Winter Storms. Motion carried unanimously.

Chairperson Roeser recessed open session for a break at 10:48 a.m. and reconvened the meeting in open session at 11:23 a.m. with all Board members present.

CAO Greenberg updated the Board on the status of EMS service in the greater Bishop area, referencing the August 18 meeting where previous interim EMS provider Coast 2 Coast announced it could no longer provide services without the assistance of a subsidy.

Greenberg explained that the 90-day agreement with Coast 2 Coast was terminated on August 21st and an informal bid advertised for a 30-day emergency contract, not to exceed \$25,000 which would extend through August 22, 2023. The County received two bids, one from Coast 2 Coast and the other from REACH Air Medical Services. At the last minute, Coast 2 Coast withdrew its bid and the contract was awarded to REACH.

Greenberg said the County has simultaneously continued to move forward with issuing a new Request for Proposals that will cover interim EMS service from August 22, 2023 through December 31, 2024. This RFP closes on August 7th.

Greenberg said the new RFP specifically requires interested parties to disclose whether a subsidy would be needed in order to maintain consistent services to the greater Bishop area and that the intention is to bring bids and information back to the table at the August 8, 2023 Board meeting for review. He said the Board will then be asked to select a respondent at the August 15 Board meeting.

Public comment was given by Big Pine Fire Chief Damon Carrington, Mike Patterson with REACH/Sierra Life Flight, and Olancha Cartago Fire Department Chief Chelsea Benbrook.

Discussion between the Board and staff ensued, with the Board acknowledging that tackling the Bishop EMS issue – and countywide EMS shortage affecting volunteer fire departments – requires simultaneously addressing immediate, long-term, and permanent solutions. Board members cited the countywide EMS study as one way to reach a permanent solution. Discussion turned to local volunteer ambulance services.

The Board acknowledged that the County simply does not have the funding capacity to subsidize EMS services offered countywide. Supervisor Kingsley suggested appointing a liaison between the County and local volunteer fire departments while the EMS study is underway. He was subsequently nominated to be that liaison and accepted with the request that a staff member assist him.

Chairperson Roeser said she wanted the consultant preparing the EMS study to provide a

County Resources – Film Commissioner Written Report

CAO-Advertising

CAO - Emergency Response Multi-Agency Cost Share Agreement

Recess/Reconvene

CAO – Bishop EMS Status Update

	public update to the Board at a later date. She also said she is not willing to sign or vote for a contract that proposes a subsidy from the General Fund unless the local volunteer fire departments are similarly subsidized. She proposed a one-time payment of \$25,000 to the county's six volunteer fire departments. The rest of the Board was supportive of the idea.
	The Board directed staff to identify a funding source with which to pay the one-time \$25,000 volunteer EMS subsidies.
Public Comment III.	Chairperson Roeser asked if there was any public comment and there was no one wishing to speak.
Board Member & Staff Reports	CAO Greenberg reported being busy with budget meetings, EMS issues and attending a stakeholder meeting on the status of the County's public safety radio system.
	County Counsel John-Carl Vallejo reported that the Indian Wells Valley Groundwater Authority issued a Notice of Preparation of an Environmental Impact Report for a water pipeline project and will be seeking public comment through August 31, including at two public forums.
	Supervisor Orrill said she attended the NACo Annual Conference in Austin, TX as well as the final session of CSAC's New Supervisor Institute in Sacramento.
	Supervisor Marcellin said he attended the Local Transportation Commission meeting last Wednesday, the Emergency Medical Care Committee meeting last Monday, and the the final session of CSAC's New Supervisor Institute in Sacramento.
	Supervisor Kingsley said he was traveling in the Midwest last week but still had lots of interaction with constituents concerned about Whitney Portal Road and the EMS issue.
	Supervisor Griffiths reported attending the NACo Annual Conference in Austin, TX.
	Chairperson Roeser said she participated in a Reimagine Recreation roundtable, attended the NACo Annual Conference in Austin, TX, and had several follow-up meetings with parties to the Local Transportation Commission Memorandum of Understanding.
Adjournment	The Chairperson adjourned the meeting at 12:45 p.m. to 10:30 a.m. Wednesday, August 2, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

Attest: NATE GREENBERG Clerk of the Board

by:

Darcy Ellis, Assistant



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 8, 2023

Reference ID: 2023-3963

Approval of Broadband Network Design Contract with Onward County Administrator

ACTION REQUIRED

ITEM PRESENTED BY

ITEM SUBMITTED BY

Scott Armstrong, Regional Broadband Coordinator Scott Armstrong, Regional Broadband Coordinator

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and Inyo Networks, Inc., doing business as Onward, of Rancho Cucamonga, CA, for the provision of detailed network engineering design services in an amount not to exceed \$225,000 for the period of August 8, 2023 through January 1, 2024, contingent upon Board approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County of Inyo was awarded a \$1,000,000 (\$500,000 per year for two years) grant in January 2023 under the California Public Utilities (CPUC) Local Area Technical Assistance (LATA) program to develop shovel-ready plans for last-mile broadband projects throughout underserved portions of the County.

The County posted a Request for Proposals for detailed last-mile network engineering design plans and received responses from two companies. Our evaluation team, comprised of the current Broadband Planning Team, reviewed the two proposals, and based on several criteria, selected Onward's proposal as the winning proposal. Additionally, Onward's proposal included design services for all 17 locations identified in this Phase 1-A (first of four phases) of the grant-funded project and the other proposal only included design services for 13 of the 17 locations.

The deliverables from this agreement will be last-mile network design plans that the County will submit to the CPUC for reimbursement, which we will then use to pay Onward for its design services.

The expected timeline of this design work will overlap the grant application window for the CPUC Last-Mile Federal Funding Account (FFA) construction grant. In order to facilitate FFA grant applications, the County will work closely with Onward to prioritize the scheduling of the work for those areas that will be most likely to result in FFA construction grant awards.

FISCAL IMPACT:

Funding SourceGrant Funded California Public Utilities Commission Local Agency Technical Assistance		612200
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Budgeted?	Yes	Object Code	5265
Recurrence	This is the first of four expected contracts in the two- year grant performance period		
Current Fiscal Year Impact			
Up to \$500,000 for the current calendar year starting January 26, 2023, based on reimbursable work products.			
Future Fiscal Year Impacts			
Up to \$500,000 for the future calendar year starting January 26, 2024, based on reimbursable work products.			
Additional Information			

Additional Information

This is a reimbursement grant based on actual expenditures and costs incurred, therefore budget numbers are provided for the upper limit in either grant.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this grant consent form, in which case we will not use grant funds to develop engineering plans for broadband deployment to support future broadband construction projects.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- 1. Inyo Broadband Expansion Design Request for Proposals (RFP)
- 2. Onward RFP Response
- 3. Onward Contract

APPROVALS:

Scott Armstrong Darcy Ellis Scott Armstrong John Vallejo Amy Shepherd Nate Greenberg Created/Initiated - 8/2/2023 Approved - 8/2/2023 Approved - 8/2/2023 Approved - 8/2/2023 Approved - 8/3/2023 Final Approval - 8/3/2023



County of Inyo Request for Proposals (RFP) RFP-2023-LATA-1A-Inyo

County of Inyo

Broadband Expansion Projects: Phase 1-A

To create detailed, shovel-ready, last-mile network construction engineering designs to connect the unserved and underserved remote and rural population centers and cities in Inyo County to symmetrical 100Mbps or better broadband Internet service.

Submit Proposals to:

County of Inyo, Clerk of the Board P.O. Drawer N 224 North Edwards Street Independence, CA 93526 Attn: RFP-2023-LATA-1A-Inyo

Date Released:

April 21, 2023 (Submittal Date Updated on May 5, 2023)

Submittal Deadline:

Monday, June 5, 4:30 p.m.

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I. Introduction

County of Inyo LATA-Funded Broadband Expansion Projects

The County of Inyo is soliciting proposals from firms with demonstrated experience in designing fiberoptic network solutions to develop and deliver detailed engineering plans to be used for future construction projects of high-speed, last-mile broadband infrastructure to communities, households, and businesses in specified project areas.

This project, funded by a State of California Local Agency Technical Assistance (LATA) grant, is intended to create shovel-ready, last-mile, detailed network construction engineering designs to connect the unserved and underserved remote and rural population centers and cities in Inyo County to symmetrical 100Mbps or better, preferably 1Gbps or better, broadband Internet service. This project will also result in shovel-ready construction engineering designs for middle-mile network extensions to support the last-mile construction plans in regions where there is no current middle-mile network and where there are no current plans for State-funded middle-mile construction.

This project is for pre-construction work only, as the LATA Grant will not fund any construction. The detailed engineering plans generated by this project are expected to be used for future construction projects funded by anticipated State of California Federal Funding Account (FFA) grants and other grant programs. This project (Phase 1-A), is the first phase of four phases (1-A, 1-B, 2-A and 2-B), each of which will focus on several location-specific subprojects.

II. Background

The County of Inyo is a governmental organization

Inyo County, California was organized in 1866 from land set aside from Mono and Tulare Counties. The County was originally named Coso County, and the town of Independence is designated as the County seat. The County is characterized as rural and frontier and is in the central-eastern part of the state. At 10,227 square miles, Inyo County is geographically the second largest county in California. The governmental agency was organized, in part, to provide safety and services to its population.

According to 2020 census information, the population of Inyo County is 19, 016, up from 18,546 in the 2010 census. Census data also indicates 7,954 Inyo County households in 2020.

While the County seat is located in Independence, the largest population center of the County is approximately 45 miles to the north in Bishop, California. The City of Bishop is the County's only incorporated city and covers an area of approximately two-square miles with a population of nearly 4,000 residents. Bishop and its immediate suburbs host a population of approximately 12,000.

The County of Inyo governmental organization is the County's largest single employer with approximately 460 employees.



Description of the current Internet service in Inyo County

The successful completion of the ambitious Digital 395 project in late 2013 that was funded by the American Reinvestment and Recovery Act project equipped the Owens Valley with a middle-mile broadband network capable of providing practically limitless broadband capacity for generations. While the Digital 395 network has the potential to deliver high-speed broadband Internet service to most of the residents and businesses in Inyo County, many of our population centers are very remote and too small to be a reliable return on investment for an Internet Service Provider (ISP), offering very little Incentive for ISPs to construct and operate wireline broadband Internet networks in those areas.

A large portion of our County is several miles from the Digital 395 middle-mile network and is essentially unserved by wireline Internet Service Providers. These rural areas require significant investment in middle-mile network infrastructure to support last-mile broadband Internet service.

Several of our smaller population centers do not offer enough return on investment for ISPs to be interested in constructing last-mile networks to provide services to those areas, even if they are close to the Digital 395 middle-mile network.

Purpose of the Broadband Expansion Projects

This project will develop shovel-ready, detailed engineering designs to deliver synchronous broadband Internet service at 100Mbps or better, preferably 1Gbps or better, to several unserved or underserved communities, households, and businesses throughout the County of Inyo. For the purposes of this grant, "unserved and underserved households or businesses" means one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps upload speed.

We anticipate FFA Grant funding opportunities in late summer to fund construction of the last-mile networks designed as a part of this project.

III. Project Scope of Work

Project Deliverables

Shovel-ready, last-mile detailed engineering designs that can be used by any reasonably capable and qualified network construction company to construct last-mile fiber-to-the-premise network infrastructure.

- For each of the subprojects identified in the *Subprojects List* below that the contractor choses to propose, provide separate, detailed, shovel-ready, engineering designs for last-mile network infrastructure that is capable of providing 100Mbps, preferably 1Gbps, symmetrical or better Internet service.
- For any of the subprojects that the contractor responds to that can be bundled as a single, larger, combined project that results in cost savings, describe the larger, combined project, and detail the savings and the changes to the associated standalone project descriptions.
- Engineering designs should include network infrastructure connections from middle-mile network to all unserved communities, households and businesses associated with each subproject. Unserved locations for the purposes of this grant are those with wireline Internet service speeds less than 25Mbps download and 3Mbps upload.

- If your designs include middle-mile network to support your last-mile designs, identify those network segments in your designs as such.
- Complete any required environmental review pursuant to CEQA or NEPA, including any required technical studies necessary to complete them. In the event of any scope change due to project site conditions, provide all required professional environmental services necessary to obtain environmental clearance. Ensure that the project design documents comply with the requirements set forth in the environmental documents and any required regulatory agency permits.
- Designs must comply with: Federal laws; State laws; local laws; rules and regulations of governing utility districts; and rules and regulations of other authorities with jurisdiction over the construction of network infrastructure.
- All deliverables for this project, Phase 1-A, must be submitted to the County of Inyo prior to July 1, 2023.

Subprojects List

The list of subprojects by name for Phase 1-A is below:

- o Inyo-01-Aberdeen
- o Inyo-08-Black Rock
- o Inyo-09-Cartago
- Inyo-12-Coso Junction
- Inyo-19-Enchanted Village
- Inyo-20-Fish Slough
- o Inyo-23-Haiwee
- o Inyo-26-Keeler
- o Inyo-27-Laws
- o Inyo-28-Little Lake
- o Inyo-32-Olancha
- Inyo-33-Pearsonville
- Inyo-35-Round Valley
- o Inyo-36-Rovana
- Inyo-37-Rudolph Ranch
- o Inyo-46-Tinnemaha
- o Inyo-50-Wilkerson

This is the first of four phases of projects that are grouped based on the availability of middle-mile network, incumbent providers' plans to upgrade existing services, and existing broadband expansion priorities. The census blocks associated with these subprojects are in the attached spreadsheet (LATA Census Blocks - 20220824 - County of Inyo.xlsx) and the County of Inyo GIS system at the following link: https://gis.inyoco.com/arcgis/apps/webappviewer/index.html?id=e12ef7446c4e4923be659565a744266 8.

IV. County Information and Responsibilities

Administrative Information

The County of Inyo through the Office of the County Administrator is sponsoring this project, and the Regional Broadband Coordinator is managing the project. Respondents are specifically instructed to not contact any elected officials or other County employees for meetings, conferences or discussions related to this RFP. Unauthorized contact with elected officials or County personnel may result in rejection of the respondent's RFP response.

Inquiries and County Project Contact

County of Inyo, CAO – Regional Broadband Coordinator 1360 N. Main Street Bishop, California 93514

Fax: 760-872-4319 Email: sarmstrong@inyocounty.us

All inquiries should be directed in writing via email to Scott Armstrong, Regional Broadband Coordinator, County of Inyo. The closing time for inquiries related to this RFP is *Friday, June 2, 4:30 p.m.* All inquiries and the associated County responses will be posted on the County website. Interested parties are cautioned that the opportunity to obtain additional information should not be viewed as a sales presentation opportunity.

Rights of the County

The County retains sole discretion regarding every aspect of the RFP evaluation and selection process. The County reserves the right to, but is not limited to:

- Select all, some or none of the proposed solutions for individual subprojects or groups of subprojects from a proposal for contract award
- Accept other than lowest offer
- Reject any or all responses without cause
- Reject all responses and seek new responses when such action is judged to be in the best interest of the County
- Request and receive additional information as the County believes is necessary, and disqualify any respondent and reject any responses for failure to promptly provide such additional information
- Request additional information or clarification from respondents, or allow corrections of errors or omissions
- Postpone or extend the RFP deadline for its own convenience or benefit
- To disregard all non-conforming, non-responsive or conditional proposals
- Approve or disapprove sub-contractors
- Waive technical defects in responses and to accept the response which, in the sole judgment of the County, is in its best interest
- Negotiate with any and all respondents
- Change the amount of funding available
- Enter into a contract with another respondent in the event the originally selected respondent fails to execute an contract with the County

• Reject any or all proposals or portions thereof, and to reduce the scope of the Project

V. Responsive Proposal

Deadline

The deadline for submitting a proposal for the Broadband Expansion Projects Phase 1-A is *Monday, June,* 4:30 p.m.

Proposal Format and Requirements

Use the following format and requirements in developing a proposal in response to our request for proposals. You can include additional information that you feel is relevant, but the evaluation team will evaluate your proposal based on the criteria and requirements identified in this RFP.

- Identify clearly on the cover that your proposal is for RFP-2023-LATA-1A-Inyo for the County of Inyo, California.
- Include a Scope of Work statement to summarize the proposal and deliverables.
- Identify the spreadsheet filename of the data that you used to prepare your proposal.
- Identify the name of each of the subprojects included in your proposal.
- Identify any groupings of subprojects included in your proposal.
- Describe in detail how you will satisfy the Project Scope of Work for each subproject or group of subprojects in your proposal.
- Detail the costs associated with the project deliverables for each subproject in your proposal.
- Detail the costs associated with the project deliverables for each grouping of subprojects in your proposal.
- Indicate the average cost of the detailed engineering design plans per subscriber location for each subproject or group of subprojects.
- Indicate whether your company can construct the network infrastructure that you are proposing.
- Estimate the rough-order-of-magnitude construction costs associated with each subproject in your proposal.
- Estimate the rough-order-of-magnitude construction costs associated with each grouping of subprojects in your proposal.
- Indicate the average cost of the anticipated network construction per subscriber location for each project or subproject.
- For each subproject or grouping of subprojects, describe the Internet service speeds that will be attainable with this solution, including the following:
 - Meets 100Mbps / 20Mbps
 - Meets 100Mbps synchronous
 - Meets 1Gbps synchronous
 - Exceeds 1Gbps synchronous
- Indicate whether the proposed solution will support open-access, last-mile network infrastructure.
- Indicate whether the proposed solution will connect to an open-access, middle-mile network.

- Indicate whether the proposed solution will include additional middle-mile network, and if so, whether that middle-mile network will be designed to be operated as an open-access, middle-mile network.
- Identify the networking technology proposed.
- Describe any critical engineering design issues associated with each subproject and how you will address these.
- Describe any additional equipment needed to support the proposed solution that is not included as part of the proposed solution.
- Describe any critical environmental issues associated with each subproject and how you will address these.
- Describe any additional steps beyond the solution being proposed that could reduce costs and shorten timelines.
- Develop a project plan with staff resource scheduling and a timeline.
- Demonstrate qualifications and experience by providing examples and descriptions of network infrastructure design projects for at least three customers that demonstrate the understanding of, and the ability to design last-mile network infrastructure solutions.
- Include at least 3 customer references with email addresses and phone numbers.
- Identify your company's proximity to the County of Inyo for the purposes of understanding our region's unique and challenging geography for this project.
- Describe your financial, operational and technical capacity to execute the project successfully within the specified timeframe.
- State whether you will be able to enter into a County of Inyo Contract #151 (Exhibit A to this RFP).
- The proposal should be delivered to the Clerk of the Board. The proposal should include two paper copies and a high-resolution, digitally readable file, preferably in PDF format.

Use of Proposals and Respondent Guarantees

The respondent's proposal submitted in reply to this RFP acknowledges that the rights have been reserved to include the selected respondent's proposal or any part or parts of the selected respondent's proposal in the final contract. Submission of any proposal indicates acceptance of the conditions contained in the RFP. All proposals submitted shall be valid for a period of 120 calendar days from the date of proposal opening.

Standard County Contract

The respondent selected for contract award will be required to enter into a contract with the County of Inyo using the County of Inyo Contract #151 (Exhibit A to this RFP). Identify any requested exceptions to the contract in the response to this RFP. Only exceptions identified in the submittal responses to this RFP will be considered during contract negotiations with the selected vendor.

Obligations Assumed by Submitting a Proposal

By submitting a proposal, the respondent certifies that:

• Those submitting proposals do so entirely at their expense. There is no expressed or implied responsibility on the part of the County to reimburse respondents for any expenses incurred for preparing or submitting proposals, providing additional information when requested by the County, or participating in any selection interviews.

- The respondent thoroughly understands the terms of the specifications and has successful experience in each area of the proposed work.
- The respondent has made themselves familiar with all Federal and State Laws, local laws, ordinances, and regulations which in any manner affect the project work or the delivered product.
- The prices in this proposal have been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other respondent.
- The respondent has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of this contract to any employee, official, or current contracting consultant of the County of Inyo.

No contract shall be considered binding upon the County until the County Board of Supervisors has made a final award and executed the contract. The County is interested in working with a respondent able to initiate the project immediately following successful contract negotiations.

Failure to Execute Contract

Failure to properly execute and deliver the contract within thirty (30) days as specified, at the County's discretion, may be cause for cancellation of the award.

In the event the award to the successful respondent is cancelled, the award may then be made to the next highest ranked responsive and responsible respondent, and such respondent shall fulfill every stipulation embraced herein as if the original party to whom the award was made; or the County may reject all of the proposals, as its interest may require.

Insurance and Bonds

The successful respondent shall procure and maintain insurance as specified in Attachment D to the County of Inyo Contract #151, and with the provisions specified in said Attachment D.

Respondent Competency

The County may make such investigation as it deems necessary to determine the ability of the respondent to perform the work. The County may require the respondent to present satisfactory evidence that it has sufficient experience and skilled workers to complete the work. The County will use the forgoing information, if required, as an aid to selecting a proposal for contract award. Nothing contained in this section shall be construed as depriving the County of its discretion in the matter of selecting a proposal for contract award. The County reserves the right to reject any proposal if the evidence submitted by the respondent or an investigation of such respondent fails to satisfy the County that such respondent is properly gualified to carry out the obligations of the Project.

Prime Contractor Responsibility

Any respondent's proposal that includes equipment, software or services that are marketed, supported or supplied by other companies or individuals must contain a statement that the respondent will act as the prime contractor for the entirety of project, not limited to the development, design and delivery of the project.

Legal Address

The address given in the proposal is hereby designated as the legal address of the Respondent. Such address may be changed at any time by notice in writing via email delivered to the County Project

Contact. The delivering at such legal address or the depositing in any post office, in a postpaid, registered wrapper, directed to the above-named address of any notice, letter, or other communication to the Respondent shall be deemed to be a legal and sufficient service upon the Respondent.

VI. Evaluation and Selection

Selection and Award of Contract

The Contract award will be based on "best value." The County's evaluation team will evaluate all of the relevant factors, including responsiveness to the proposal requirements, qualifications of the proposer, the proposer's history in providing the service and any other reasonably established factor necessary to determine what proposer will provide the "best value" to the County. The County may select a subset of your proposed solutions for subprojects or groupings of subprojects.

As soon as practicable after evaluation and ranking of the proposals, selection of the top finalist, and contract negotiations resulting in a signed contract with the vendor, the contract will be presented to the Board of Supervisors for award at its sole discretion, contingent on funding. The contract instrument will be a County of Inyo Contract #151.

In the event the County is unable to negotiate a contract with the top finalist, the County may, at its sole discretion, negotiate a contract with another respondent, or choose not to award the contract, or put the proposal out to bid again.

Ranking

A team selected by the County will evaluate all proposals deemed responsive to the request. The proposals will be ranked based on an analysis conducted by the evaluation team. The top ranked respondents will be deemed finalists and may be asked to meet in person as a means of further evaluating the respondent's claims provided in the proposed solution.

Discussions and product demonstrations requested by the County may take place with the finalists to clarify the proposal and obtain a best and final offer. Any award granted will be granted to the respondent proposing the best solution for the County as determined solely by the County.

Evaluation Criteria

No commitment will be made to select a respondent's proposal solely on the basis of price. Cost is an influence, but is not in the evaluation criteria. The County will evaluate the detail substantiating the general estimated costs provided as part of your response to this RFP.

The primary basis for selection will be the proposed solution's ability to meet the County's project goal and associated requirements; however, consideration will also be given to overall value, as well as to the respondent's reputation and ability to be a strong business partner.

Evaluation Criteria for the overall RFP Response	100 Points
Completeness of Response	Pass/Fail
Ability to Satisfy the Scope of Work	25
Experience and Qualifications	25
Financial, Technical, and Operational Capacity	25
Contractor's proximity to and familiarity with the region	25
Ability to enter into County of Inyo Contract #151	Pass/Fail

Responses to this RFP will be evaluated according to the following criteria for the overall proposal:

Responses to this RFP will be evaluated according to the following criteria for each of the subprojects or groupings of subprojects:

Evaluation Criteria for each Subproject or Group of Subprojects	180 Points
Last-mile solution meets 100Mbps/20Mbps bandwidth speeds	Pass/Fail
Last-mile solution meets 100Mbps synchronous bandwidth speeds	10
Last-mile solution meets 1Gbps synchronous bandwidth speeds	10
Last-mile solution exceeds 1Gpbs synchronous bandwidth speeds	10
Design uses fiber-optic cable for last-mile network designs	10
Design supports open-access, last-mile network infrastructure	10
Design uses existing or planned open-access, middle-mile network	20
Project Plan with Staff Resource Scheduling and Timeline	10
Any middle-mile proposed will be open access	Pass/Fail
Proposed solution includes only CPUC eligible locations	Pass/Fail
Points from Overall RFP Response above	100

VII. Funding and Timeline for the Broadband Expansion Projects

This project is funded by a State of California LATA grant. Project work to develop the detailed engineering designs is expected to begin as soon as the RFP has been awarded. The full scope of the work for this project is expected to be completed prior to July 1, 2023 in order to meet the anticipated FFA construction grant application window timeline of July 1 through August 31, 2023. The project deliverables will be presented to the CPUC for reimbursement through the County of Inyo.







RESPONSE TO PROPOSAL FOR

COUNTY OF INYO BROADBAND EXPANSION PROJECTS: PHASE 1-A

RFP-2023-LATA-1A-INYO

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QUALIFICATIONS, EXPERIENCE, PRODUCTS & SERVICES

May 2023



The internet isn't equal. But it should be.

At Onward, we're taking a different path. We believe everyone should have access to a reliable, fast connection at affordable rates.

Get Connected. Get Faster. Get Onward.

Who We Are

BACKGROUND

Onward is a DBA of Inyo Networks, Inc., a California Licensed Exchange Carrier incorporated in 2009 and governed by the California Public Utilities Commission.

Onward is highly experienced in public-private partnerships, and designs, builds, operates and maintains publicly-owned broadband networks in more than 20 jurisdictions covering 3,000+ miles of fiber optic cable. Onward is a fullservice broadband network development tele-communications company providing consulting, network engineering, facilities design, construction, and operational services. Onward specializes in end-to-end broadband network solutions that require turnkey implementation of engineering design, equipment and material procurement. installation and network turn up services.

Onward currently has more than 4,000 direct subscribers, and thousands more customers served through multiple ISPs on Onward's Open Access networks. Onward offers network management services to public and private broadband network owners. wholesale services to other network service providers, and competitive broadband services directly to commercial and residential end-users in California and Nevada. Among Onward's technology clients are global companies, including Google, AT&T, Apple, Frontier, PG&E, and Verizon, as well as federal, state and local governments. Onward currently manages the municipally-owned networks for several California cities, including Ontario, Culver City, Rancho Cucamonga, and Vallejo.

Onward has extensive experience designing, developing, and installing fiber infrastructure networks through public-private partnerships with cities and counties, ranging in size from small network expansions to major transport lines. Onward has agreements with carriers to provide circuits across California and Nevada, and maintains conduit lease agreements, Indefeasible Rights of Use Agreements (IRU), Network-to-Network Interfaces (NNI), and colocation agreements with carriers including AT&T, Verizon, Level 3, Frontier, and others.

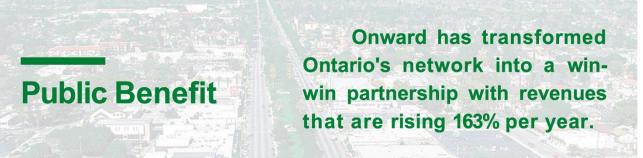
Public Network Management

In 2020, Culver City selected Onward through an RFP process to design, construct and operate an expanded fiber optic network that leverages and grows existing city infrastructure. Onward will offer competitively priced gigabit Internet products for current and future business needs, with revenues shared with the City to achieve a return on investment.





In 2015, Onward entered into a public-private partnership with the City of Ontario to manage the City's \$220 million fiber optic network that would provide retail services to anchor institutions, businesses and residents over cityowned infrastructure. In just 5 short years, Onward has transformed the 50-mile city-owned network into a viable enterprise with sustainable revenues that are rising an average of 163% per year. All gross recurring revenues are split with Ontario in order to achieve a return on investment for the City.





Vandenberg Air Force Base

In 2017, Onward designed and constructed a \$2.5 million FTTH gigabit network for the housing at Vandenberg Air Force Base, reaching more than 1,000 homes. Onward manages the day-to-day sales and operations of the network and has achieved a take rate of 85%.

In 2018, Onward entered a public-private partnership with the city of Rancho Cucamonga to initiate, operate, and manage a \$100 million City-owned gigabit network. Onward's sales teams work with residences and businesses to bring new subscribers onto the 15-mile ring network, and have achieved a 40% take rate in greenfield housing developments.





In 2023, Onward embarked on a significant venture by establishing a public-private partnership with the City of Hidden Hills. The objective was to collaboratively design, build, and operate a Fiber to the Home (FTTH) network, connecting 690 homes within the community. This groundbreaking FTTH network was designed to provide residents with a minimum symmetrical speed of 2 gigabits per second, setting a new standard for connectivity. Moreover, the network has the capacity to offer the entire community speeds of up to 10 gigabits per second, ensuring top-tier performance and meeting the evolving needs of the residents.

Onward's 2 Gig minimum entry in Hidden Hills has set a new standard for connectivity.

Raising the Bar

Open Access Network Design, Build & Management



At 583 miles, Digital 395 represents fiber the largest California infrastructure date. project to Completed in 2014, the project addressed a gap in the Eastern Sierras for high capacity middleroute mile connectivity. The predominately follows U.S. Highway 395, providing major transport between southern California and northern Nevada.

The Digital 395 project serves 36 tribal communities. seven reservations, two military bases, 26,000 households and 2,500 businesses. This includes 35 public entities. 47 schools. safetv 13 libraries, two community colleges, two universities, 15 health care institutions, and 104 government entities.

Onward manages the project for the California Broadband Cooperative (CBC), a public-private partnership among local and state agencies, organized labor and forprofit companies. More information can be found at:

www.CBCCoop.com.

The Open Access Network serves 36 communities, seven tribal reservations, two military bases, 26,000 households and MONO 2,500 businesses.

California Broadband Cooperative

KERN

PRODUCTS & SERVICES



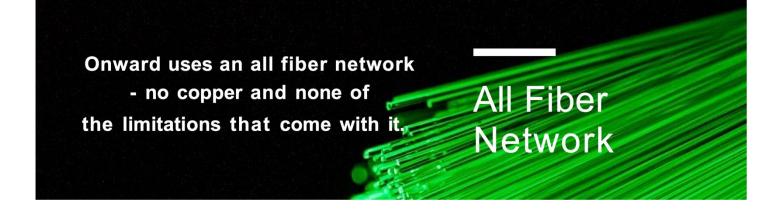
Competitive Pricing & Superior Speeds

Unlike the competition, Onward only offers its customers **SYMMETRICAL SPEEDS** - that means our customers get the same high speeds uploading data as they do downloading.

Because Onward has an extensive network of hubs, colocations, and data center connectivity, **1 Gigabit per second is our standard speed offering** - with the ability to easily obtain 10 Gb or even 100 Gb depending on customer need. Onward can offer the industry-standard "Burstable" speeds, with the capability of meeting top-tier speeds at the times customers need them, or "Dedicated" lines where speeds remain constant, typically for business customers with the need to transmit large data files.

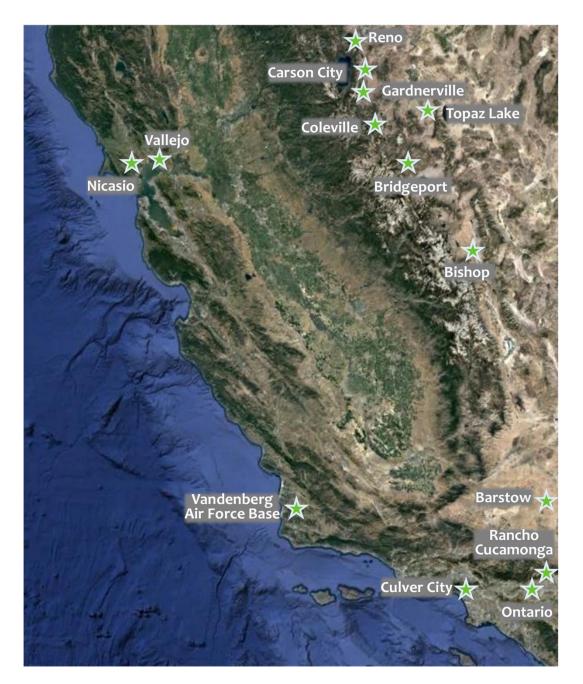


With superior speeds, Onward remains competitive in the marketplace by offering **affordable prices** - lower than AT&T, Comcast/Xfinity, Spectrum or Frontier. Pricing is tailored specific to each community and varies based on existing infrastructure, distances, new investment requirements, and/or partnership structure.



MARKETS

Onward has more than **3,300 direct subscribers** for data, internet, and voice services, and manages Open Access networks with multiple ISPs that serve **nearly 30,000 additional users.** Onward also provides alternate access for major telecommunications carriers, including the top 3 wireless companies, as well as acting as a service provider for the Department of Defense.



MARKETING & SALES

Onward collaborates closely with its partners to tailor a unique marketing strategy for each community it serves. Onward's successful marketing deploys an omni-channel campaign that puts boots on the ground in key demand areas, utilizes traditional, digital and social media advertising and geofencing, coordinates with local chambers of commerce, business and civic organizations, and implements a comprehensive customer service approach that builds trust, loyalty and referrals among its subscribers.

Marketing strategies are adapted and refined on an ongoing basis in consultation with Onward's partners, fueled by a comprehensive analytics dashboard that can be accessed by team members. Real-time data and trends on subscribers, revenues, products, and turnaround times for service connections allows Onward to adjust its advertising, internal processes and product mix in order to maximize new subscribers and improve the customer experience.

Onward has recently launched a completely revamped website which integrates a seamless user experience - all the way from getting an initial quote through sales, service requests and billing. The new website will include multiple communication mediums, which make it quick and easy for potential customers to learn about Onward's unique advantage.



Unique Strategies Onward collaborates to tailor a unique marketing strategy that accounts for each community's assets, resources, needs and customers.

Onward's Marketing Foundation



NETWORK SUPPORT

24-7-365

Onward recognizes the critical nature of communications networks for the 21st Century economy, and understands that global business requires a 24-7 operation. Onward's 24-7 Service Assurance Network Operations Center (NOC) offers superior service in maintaining network quality, restoring network damages, and addressing end-user customer service needs. These systems are presently in place and support over nearly 3,000 miles of existing networks and circuits, with thousands of residential, commercial, governmental and (other telecom) industry customers.

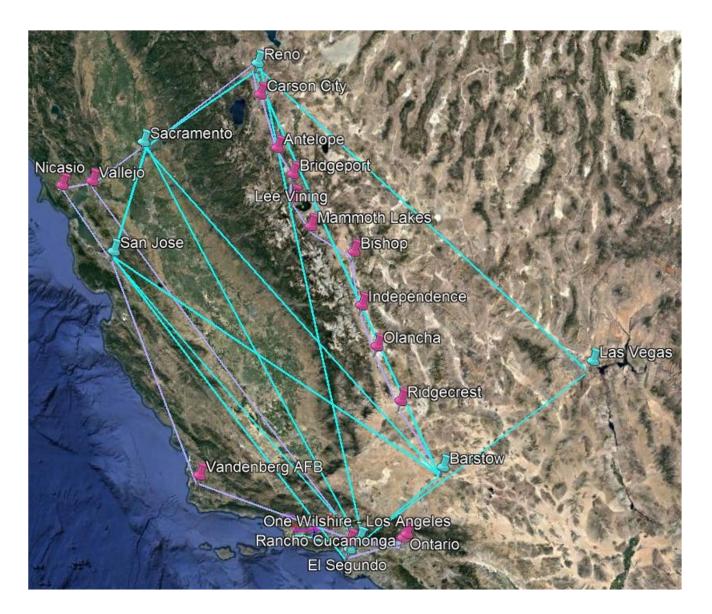
Onward is large enough to handle a significant volume of customers yet small enough to provide personalized attention. Onward provides a best-of-class customer service experience and friendly staff treats all customers with respect – no matter if the subscriber spends \$60 per month or an anchor institution that spends \$6,000 per month. Onward's user-friendly auto assistant quickly directs callers to the appropriate department, were they are received by a live Onward customer service or technical support representative. Onward's staff is well-trained to handle every type of concern a caller may have.

Onward's 24-7 Service Assurance Network Operations Center (NOC) offers superior service in maintaining network quality, restoring network damages, and addressing end-user customer service needs. Many technical repairs can be made at the NOC without having a field technician conduct a site visit. However, in the event a physical repair is required in order to address a service outage, Onward has a dedicated field technician that can respond and conduct repairs within a four (4) hour window per the Service Level Agreement with the customer.

Routine network maintenance, when necessary, is scheduled ahead of time when network use is at its lowest (typically 2:00 to 4:00 a.m.). Prior notice is given directly to any customers that may expect to have service disruptions.

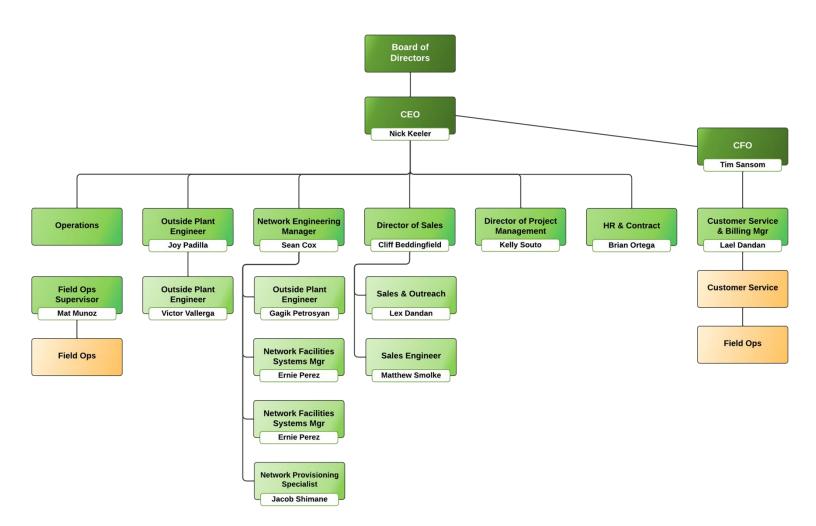
Robust & Resilient Network

Onward manages more than 3,000 miles of fiber optic networks across California and Nevada, with a fail-safe web of points of presence at data centers interconnected in San Jose, One Wilshire in Los Angeles, Barstow, Las Vegas, Reno, El Segundo, and Sacramento. Onward has colocations and nodes in more than 12 locations that ensure network stability and interconnectivity.



ORGANIZATION

Management Team



Nick Keeler, Chief Executive Officer

With 28 years of telecommunications experience in the Competitive Local Exchange Carrier (CLEC) and Department of Defense sectors, Nick Keeler brings a wealth of expertise to the table. Throughout his career, Nick has been involved in various aspects of the telecommunications industry, including regulatory affairs, operations, network engineering, business development, sales, and marketing. Notably, Nick played a significant role in the development of Digital 395 and has successfully overseen the establishment of commercial and residential networks for several cities, namely Ontario, Rancho Cucamonga, Vallejo, Culver City, and Nicasio.

As the overseer of Onward's day-to-day operations, Nick's contributions have been invaluable. He spearheaded the implementation of the "Sales to Cash Flow" order process, which seamlessly integrates Microsoft Dynamics, Billing Plant Form, and Ericson's On-Element Manager. Prior to his current position, Nick served as the Vice President of Business Development for GST Telecom/Pacific Light Net the first Competitive Local Exchange Carrier in the State of Hawaii, further enhancing his telecommunications expertise. Additionally, he held the role of Defense Research & Education Network Program Manager for the State of Hawaii.

Tim Sansom, Chief Financial Officer

Tim Sansom brings more than 33 years of experience in the telecommunications industry, including working with Competitive Access Providers, Competitive Local Exchange Carriers, Data Centers and Internet Service Providers. His role ensures Onward maintains sound operational cost control measures, and budgets that benefit both the company as well as its municipal partners.

As a member of the founding team for multiple telecommunications companies (Electric Lightwave, GST Telecommunications, Pacific LightNet, NextLayer), Tim also has extensive experience with growing successful businesses, as well as with mergers and acquisitions, both on the buy and sell sides, and has been instrumental in more than \$1 billion of public and private equity/debt financing transactions. He holds a degree in accounting from Linfield University and is a Certified Public Accountant (inactive).

Sean Cox, Network Engineering Manager

Sean works as the Network Engineering manager for Onward. He manages the staff that keeps the back-end of the network up and running and coordinates work with various departments such as field techs, the sales team, and accounting to ensure network stability through each new project. Sean has been integral to keeping the Onward networks fault-resilient and consistently improving overall performance.

Prior to joining Onward, Sean had an extensive career in IT-related positions. After serving in the US Marines for 8 years, he worked as a Senior Network Engineer for both a regional subcontractor, and a managed service provider (MSP). He then moved into managerial roles for NavCom Defense Electronics, Inc. and later for Amazon.com where managed a team of over 30 individuals responsible for the IT infrastructure for Amazon's logistics operations. Sean holds a degree in Computer Information Systems from California State Polytechnic University.

Joy Padilla, OSP Engineer

Joy Padilla has over 15 years of telecommunications experience in fiber to the premises (FTTP) and long-haul fiber network design in greenfield and brownfield environments for companies such as AT&T, google, tribal entities, and federal, state, and local governments. She has designed over 500 FTTP networks, fabricated several overbuild projects, and served as a key player in multiple mid-mile federal and state-funded projects. Over this time, joy has developed extensive experience with AutoCAD and network managing systems. In addition to her network design background, she has grant administration experience.

Previously, Joy was a key player in 3 middle-mile projects in California funded through the American recovery and reinvestment act. She also formerly managed a small construction and engineering firm specializing in telecommunications and was involved in day-to-day operations.

Joy is currently an outside plant engineer for Onward, working with multiple entities on engineering designs, utility composites, tract/parcel maps, and as-builts. She also creates and applies for city permits, including traffic control plans (TCP).

Kelly Brown, Director of Project Management

Kelly Brown is a dedicated professional who has made a significant impact during her impressive 12-year tenure at the company. She has traversed diverse roles throughout her journey, showcasing her versatility and expertise. Starting as a service delivery coordinator, Kelly's relentless pursuit of excellence propelled her to ascend to the prestigious position of Director of Project Management.

One of Kelly's notable achievements was her pivotal role in managing grant programs, explicitly overseeing grant management for multiple Onwards CASF grants. Notably, she led the charge in administering the California Broadband Cooperative D395 CASF grant, a project of immense importance in fostering widespread broadband access. Additionally, she spearheaded Onward's Nicasio grant, further reinforcing the organization's commitment to advancing connectivity.

Kelly is vital in our organization's Public and Private Partnership Projects. In this capacity, she is a project manager, leading initiatives that bridge the gap between the public and private sectors. Her exceptional skills and strategic acumen are evident in successfully managing projects for the City of Hidden Hills and the City of Culver City. Kelly's contributions have been instrumental in forging strong partnerships and ensuring the seamless execution of these initiatives.

Kelly Brown's unwavering dedication, a wealth of experience, and exceptional leadership qualities continue to significantly impact our company and beyond. Her commitment to driving progress and her ability to navigate complex projects make her an invaluable asset to our team.

Matthew Smolke, Sales Engineer

Matthew Smolke has over 15 years of experience in telecommunications, IT services, and business consulting. Matthew was the founder and president of a Managed Service Provider and business consulting firm where he played a key role in the engineering, development and optimization of client networks throughout the California and Washington. Matthew also worked as a Senior Business Development Manager at Comcast Enterprise and as a Regional Sales Manager at Clearwire.

Matthew is currently a Sales Engineer for Onward, where he works with multiple departments to develop and implement fiber solutions for businesses and municipalities throughout California. He also leads Onward's proposal process and negotiations for new partnerships with municipalities and serves as a city liaison through the project launch. Matthew graduated with a business degree from the University of Washington.

Licensing & Certifications



Onward is a DBA of Inyo Networks, Inc., a California telephone corporation (registered California C-Corporation) and Incumbent Local Exchange Carrier (ILEC), with foreign corporation status in the State of Nevada and public utility operating as a Competitive Local Exchange Carrier (CLEC) regulated by the California Public Utilities Commission under CPC Number U-7159-C. Both the Nevada Public Services Commission (NPSC) and the California Public Utilities Commission (CPUC) exercise regulatory oversight of Inyo Networks.

Inyo Networks has also obtained Eligible Telecommunications Carrier (ETC) status which enables it to access Federal Universal Service Administrative Company (USAC) in support of healthcare, libraries and educational institutions.









2. Scope of Work Statement

Onward is proposing a FTTH network to all the communities outlined in phase 1-a of the Inyo County RFP-2023-LATRA-Inyo. Onward will focus on the estimated 365 homes that are currently not served or underserved while keeping in mind that the last mile FTTH and middle mile networks are going to be operated as open access networks. Onward as part of its field will design and engineer access points to interconnect future FTTH projects into the open access network. Onward will do this as a phase approved in order to produce baseline maps and engineering to take advantage of any State or Federal Grants designed to close the digital divide. Onward's phases and timeline are as follows:

Phase 1 Desktop Study:

The engineering team will create initial engineering drawings that connect the last mile to the middle-mile network. These drawings will be developed through a desktop study using Google Earth (aerial and Streetview) to show conduit, splice boxes, and fiber design. A comprehensive bill of materials will also be included to estimate costs for grant funding.

Phase 2 Fielding:

The field engineer team will utilize the initial engineering design from Phase 1 to conduct onsite fieldwork. The purpose of this fielding process is to update the Phase 1 Engineering designs based on the actual conditions in the field, such as existing utilities and culverts, which may impact the overall design.

Phase 3 Final Engineering for Construction/Permitting:

The engineering team will incorporate the field engineer's revisions into the designs. Once completed, the final engineering drawings will be ready for construction and permitting, ensuring they meet all requirements.

Timeline:

- Phase 1 Desktop Study Week 1 to Week 4
- Phase 2 Fielding Week 2 to Week 7 (This is roughly two areas per day)
- Phase 3 Final Engineering for Construction/Permitting Week 6 to Week 8

3. <u>Identify the spreadsheet filename of the data that you used to prepare</u> your proposal.

- Final LATA CensusBlocks - 20220824 - County of Inyo_rv1.xlsm

4. Identify any groupings of subprojects included in your proposal

Onward's proposal for the Inyo County RFP-2023-LATA-Inyo does not segregate the project into discrete subprojects for cost estimation. Given the scale of the smaller locations within 1-A, we approached the entire 1-A section holistically, using a weighted average to derive our overall pricing. This strategic decision reflects our unified and comprehensive approach to project delivery.

5. Identify any groupings of subprojects included in your proposal

N/A - No subprojects.

6. <u>Describe in detail how you will satisfy the Project Scope of Work for</u> <u>each subproject or group of subprojects in your proposal</u>

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<u>Timeline:</u>

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- Phase 2 Fielding Week 2 to Week 7 (This is roughly two areas per day)
- Phase 3 Final Engineering for Construction/Permitting Week 6 to Week 8

7. Detail the costs associated with the project deliverables for each subproject in your proposal

Onward has established a comprehensive quote of \$225,000.00 for the entirety of the 1-A project scope. As our approach does not separate the communities into distinct subprojects but rather by project phases, our billing procedure aligns with the completion of each phase. The cost distribution for each phase is as follows:

Phase 1: Desktop Study will constitute 34% of the total cost.

Phase 2: Fielding will make up 33% of the overall expense.

Phase 3: Final Engineering for Construction/Permitting will also account for 33% of the project cost.

This phased billing method ensures cost transparency and allows for the systematic allocation of resources throughout the project.

8. <u>Indicate the average cost of the detailed engineering design plans per</u> <u>subscriber location for each subproject or group of subprojects</u>

Onward did not use subprojects. See answer above.

9. Indicate whether your company can construct the network infrastructure that you are proposing

Onward is equipped to provide comprehensive services for the Inyo County Open Access Network project, encompassing design, engineering, operation, and construction management. However, it's important to note that the actual construction work will be outsourced in accordance with Inyo County's procurement guidelines.

10. Estimate the rough-order-of-magnitude construction costs associated with each subproject in your proposal.

Please see attached spreadsheet (combined tab): Final LATA CensusBlocks - 20220824 - County of Inyo_rv1

Town	Unserved Population	Served Population	Total Population	Middle Mile Footage	N	/liddle Mile Cost Estimate		Last Mile Cost Estimate	То	tal cost Estimate
	Middle Mile			Last Mile						
Aberdeen	26	0	26	0	\$	50,000.00	\$	810,000.00	\$	860,000.00
Black Rock	4	0	4	7,950	\$	397,500.00	\$	250,000.00	\$	647,500.00
Cartago	32	30	62	15,450	\$	900,000.00	\$	918,000.00	\$	1,818,000.00
Coso Junction	7	0	7	1,080	\$	60,000.00	\$	180,000.00	\$	240,000.00
Enchanted Village	10	0	10	7,430	\$	371,500.00	\$	400,000.00	\$	771,500.00
Fish Slough	0	0	0	2,805	\$	140,250.00	\$	-	\$	140,250.00
Haiwee	4	0	4	2,775	\$	138,750.00	\$	250,000.00	\$	388,750.00
Keeler	32	43	75	0	\$	50,000.00	\$	1,134,000.00	\$	1,184,000.00
Laws	15	0	15	0	\$	50,000.00	\$	180,000.00	\$	230,000.00
Little Lake	3	0	3	0	\$	50,000.00	\$	250,000.00	\$	300,000.00
Olancha	31	116	147	0	\$	50,000.00	\$	954,000.00	\$	1,004,000.00
Pearsonville	8	0	8	9,170	\$	690,000.00	\$	360,000.00	\$	1,050,000.00
Round Valley	66	120	186	4,276	\$	243,000.00	\$	540,000.00	\$	783,000.00
Rovana	0	202	202	6,816	\$	1,330,000.00	\$	1,170,000.00	\$	2,500,000.00
Rudolph Ranch	28	0	28	5,670	\$	1,077,300.00	\$	350,000.00	\$	1,427,300.00
Tinnemaha	51	0	51	0	\$	50,000.00	\$	637,500.00	\$	687,500.00
Wilkerson	48	538	586	30,931	\$	927,930.00	\$	600,000.00	\$	1,527,930.00
TOTAL	365	1049	1414	94353	\$	6,576,230.00	\$	8,983,500.00	\$	15,559,730.00

11. <u>Estimate the rough-order-of-magnitude construction costs</u> associated with each grouping of subprojects in your proposal

Please see attached spreadsheet (combined tab): Final LATA CensusBlocks - 20220824 - County of Inyo_rv1

12. <u>Indicate the average cost of the anticipated network construction</u> per subscriber location for each project or subproject

Please see attached spreadsheet (combined tab): Final LATA CensusBlocks - 20220824 - County of Inyo_rv1

13. For each subproject or grouping of subprojects, describe the Internet service speeds that will be attainable with this solution, including the following:

- Meets 100Mbps / 20Mbps
- Meets 100Mbps synchronous
- Meets 1Gbps synchronous
- Exceeds 1Gbps synchronous

Onward proposes a fiber-to-the-home project that involves dedicated fiber connections to each home, which then connects back to a distribution cabinet. This cabinet can be either active or passive, depending on the availability of the middle-mile network. For the layer 2 distribution, we propose utilizing Calix's XSGPON technology.

With the implementation of Calix's XSGPON, we can achieve internet service speeds that meet the current demand for 1 Gbps synchronous speeds and can scale up to 10 Gbps synchronous speeds. This scalability is achieved by simply changing out the ONT (Optical Network Terminal) without requiring additional hardware changes.

The proposed solution supports synchronous speeds of up to 2 Gbps without hardware modifications. Along with the high-speed connectivity, the solution also includes the integration of Calix U4 enhanced Wi-Fi router, further enhancing the overall wireless network performance.

In summary, the fiber-to-the-home project, utilizing Calix's XSGPON technology, offers the capability to deliver synchronous internet speeds of up to 2 Gbps initially, with the flexibility to scale up to 10 Gbps in the future by upgrading the ONT. Including the Calix U4 enhanced Wi-Fi router ensures users a robust and efficient wireless network experience.

14. <u>Indicate whether the proposed solution will support open-access,</u> <u>last-mile network infrastructure</u>

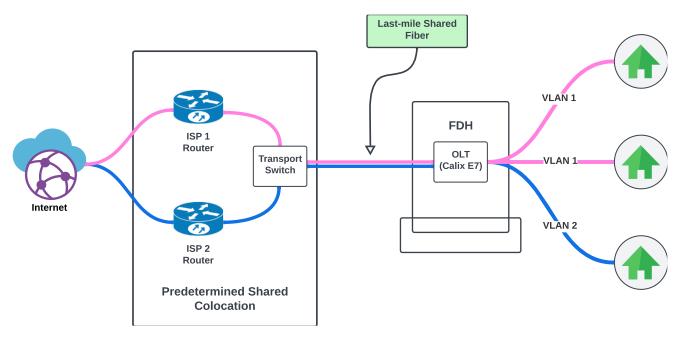
The proposed solution from Onward would indeed support open-access network infrastructure, although it operates at the layer 2 level of the OSI model rather than layer 1. To enable openaccess, Onward's approach involves assigning different Virtual Local Area Networks (VLANs) to each Internet Service Provider (ISP). These VLANs serve as pathways to transport the ISP's customer traffic to their respective routers or peering points.

To interconnect with the county's last-mile networks, each ISP would be required to collocate at a predetermined location or data center. This collocation would facilitate the necessary

interconnections between the ISPs and the last-mile networks, allowing for seamless traffic flow and network integration.

While the solution doesn't operate at the layer 1 level, the implementation of VLANs and the designated collocation points enable multiple ISPs to access and utilize the last-mile network infrastructure, promoting open-access capabilities within the network architecture.

Please see the diagram below for a visual representation:



15. <u>Indicate whether the proposed solution will connect to an open-</u> access, middle-mile network

The proposed solution will connect to an open-access, middle-mile network. Specifically, it requires backhaul and transport to the existing open-access middle-mile network owned by California Broadband Cooperative Inc., also known as Digital 395.

By leveraging the infrastructure provided by Digital 395, the proposed solution can establish the necessary connectivity between the last-mile network and the wider internet. This connection enables efficient data transmission and access to various online services and resources.

The utilization of Digital 395's open-access middle-mile network ensures that multiple service providers and users can benefit from the connectivity, promoting a competitive and diverse internet landscape. It facilitates the efficient exchange of data and promotes the availability of high-quality, reliable internet services across the region.

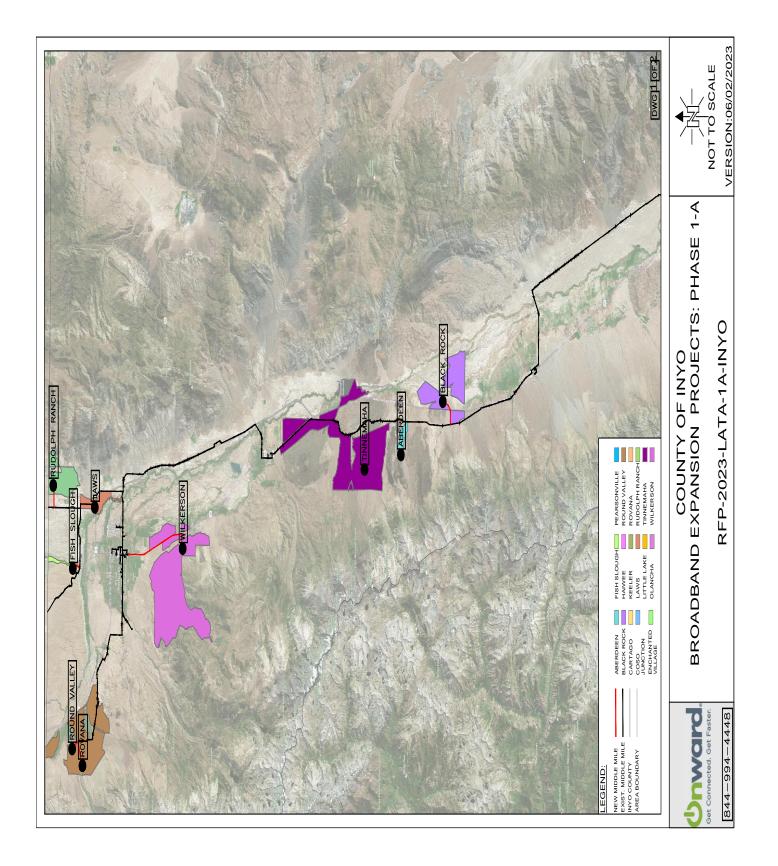
16. <u>Indicate whether the proposed solution will include additional</u> <u>middle-mile network, and if so, whether that middle-mile network will</u> <u>be designed to be operated as an open-access, middle- mile network</u>

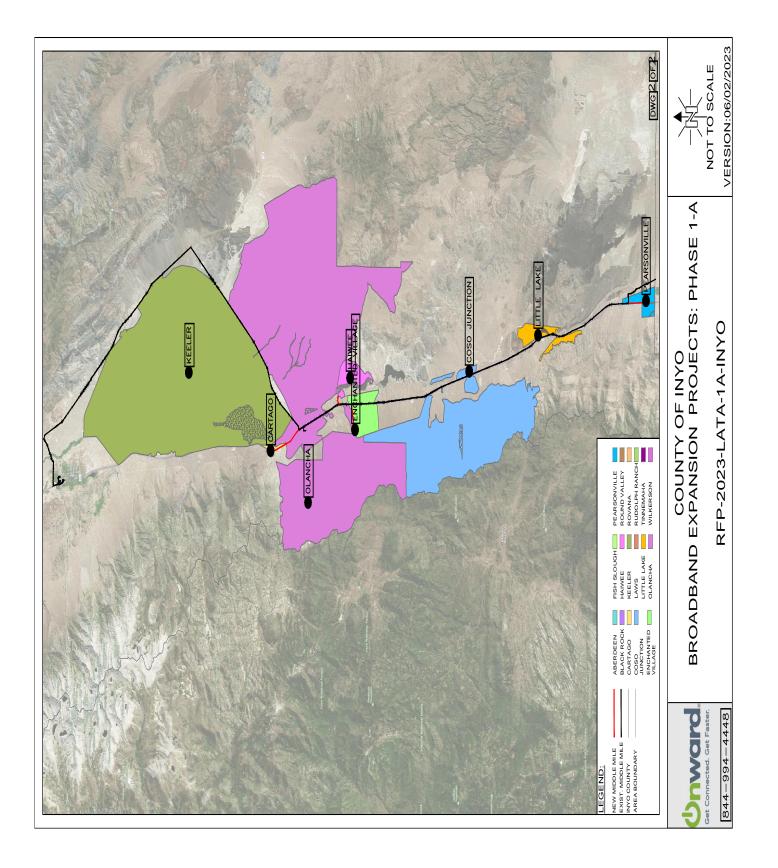
The proposed solution does require the construction of additional middle-mile infrastructure to facilitate interconnections. This newly built middle-mile network would be designed and operated as an open-access middle-mile network, fostering competition and accessibility.

The implementation of the open-access middle-mile network encompasses both the layer 1 and layer 2 levels of the OSI model. This ensures that service providers and users can connect and exchange data seamlessly, regardless of their specific network requirements.

By operating as an open-access middle-mile network, the infrastructure enables multiple service providers to utilize the network for interconnections, promoting a competitive and diverse internet landscape. This open-access approach fosters innovation, choice, and fair market participation among service providers, ultimately benefiting end-users with enhanced connectivity and a wider range of services.

(Map detail on following pages)





17. Identify the networking technology proposed

The proposed networking technology is a fiber-to-the-home (FTTH) network with dedicated fiber connections to each home, utilizing Calix's XSGPON technology for layer 2 transport of the OSI model.

XSGPON, which stands for 10 Gigabit Symmetric Passive Optical Network, is a fiber optic technology that provides ultra-fast internet speeds. It offers both high downstream and upstream bandwidth, allowing for synchronous transmission speeds. XSGPON can deliver speeds of up to 10 Gbps, making it highly suitable for high-speed residential and business internet connectivity.

In addition to XSGPON, the proposed solution includes the use of Calix U4's enhanced Wi-Fi, which is a router designed to provide advanced wireless network capabilities. The Calix U4 enhances Wi-Fi performance, coverage, and reliability, ensuring a seamless and efficient wireless experience for users within the fiber-to-the-home network.

To manage, support, and ensure the operation of the county's open-access network, the proposed solution utilizes Calix OSS/BSS software. OSS (Operations Support System) and BSS (Business Support System) software are comprehensive platforms that provide network management, provisioning, billing, and other crucial functions for service providers. Calix's OSS/BSS software enables efficient management and support of the open-access network infrastructure, ensuring its smooth operation and facilitating the delivery of services by multiple providers.

In summary, the proposed networking technology includes fiber-to-the-home with dedicated fiber connections, utilizing Calix's XSGPON for layer 2 transport. It incorporates the Calix U4's enhanced Wi-Fi for wireless connectivity, and Calix OSS/BSS software to manage and support the open-access network infrastructure.

18. <u>Describe any critical engineering design issues associated with each</u> <u>subproject and how you will address these</u>

Designing and engineering Fiber-to-the-Home (FTTH) middle mile networks to interconnect with the California Broadband Cooperative's Digital 395 network or the State of California's proposed Middle Mile Network presents several critical engineering design issues. Let's break them down and outline how they can be addressed:

Choice of Routes: The most critical design issue is selecting the optimal route. Minimizing the overall cost and maximizing the service's efficiency and reliability is important. These routes

should ideally be in the public right-of-way (ROW) to avoid potential legal issues. We'll carry out comprehensive route planning to address this, using GIS data to identify the most appropriate ROWs. We'll also collaborate with local authorities and stakeholders to minimize disruption and gain necessary permissions.

Aerial vs Underground Installation: Another critical decision is choosing between aerial and underground routes. Aerial routes are usually cheaper and faster to install but can be more susceptible to weather-related damage and aesthetic concerns. On the other hand, underground routes offer greater protection but are more expensive and require more complex installation processes. To solve this issue, we'll conduct a cost-benefit analysis for each potential route, taking into account factors such as local weather patterns, ground conditions, existing infrastructure, and community feedback. The solution could be a mix of both, depending on the conditions of the location.

Interoperability: The new FTTH network needs to be interoperable with the existing Digital 395 network and the State's proposed Middle Mile Network. This requires careful selection and design of the network hardware and protocols. To ensure compatibility, we'll address this issue by collaborating with the teams managing these existing networks. We'll also adhere to industry-standard protocols and consider the use of open-source or flexible network technologies to ease integration.

Capacity and Scalability: The network design ensures it has enough capacity to handle current demand and the ability to scale for future growth. We'll address this by implementing a modular network design, which allows for easy addition of capacity as demand increases. This could involve designing the network in sections or zones that can be individually upgraded. The biggest decision is the purchase of Dark-Fiber or Transport services.

Resiliency and Redundancy: The network needs to be resilient to ensure consistent service delivery. This can be challenging due to the potential for natural disasters, equipment failure, or other disruptions. We'll design redundancy at critical points in the network to ensure that there are backup paths for data if the primary route is disrupted.

By methodically addressing these critical issues, we can ensure the successful implementation and operation of the FTTH middle mile networks, providing reliable, high-speed internet connectivity to the communities served

19. <u>Describe any additional equipment needed to support the proposed</u> solution that is not included as part of the proposed solution

While Onward's solution encompasses a vast range of equipment necessary to build and operate a Fiber-to-the-Home (FTTH) middle-mile network, a few additional components or systems may be required but not included in your current proposal. They might be important for network operation, maintenance, and management.

Network Management System (NMS): Even if the network is open access, there still needs to be a central system to manage the network's operation, monitor its performance, and troubleshoot any issues. This might not be a physical piece of equipment, but it's still an important part of supporting the proposed solution.

Field Service Equipment: Technicians will need tools and equipment for installation, maintenance, and repair tasks. These could include fiber optic cable splicing machines, optical power meters, and OTDRs (Optical Time-Domain Reflectometers) for diagnosing issues with the fiber.

End User Equipment: While the network equipment is vital, so are the devices at the user end - the Optical Network Units (ONUs) or Optical Network Terminals (ONTs). These devices convert the fiber-optic light signals into electrical signals that user devices can understand.

Training & Support: Since Inyo County will own and operate this network, the county's personnel may require comprehensive training to manage and troubleshoot the network effectively. It's also crucial to have a reliable source of ongoing technical support, whether in the form of a contract with an external company such as Onward or a dedicated internal team.

Physical Infrastructure: Depending on the existing infrastructure, there may be a need for additional physical assets like fiber ducts, towers, or poles for aerial routes and potentially even construction equipment for digging trenches for underground routes.

Environmental Control Systems: Network hardware, especially in remote cabinets, need a controlled environment to operate efficiently. HVAC systems might be necessary to maintain temperature and humidity within safe operating levels, and such equipment might not be included in your proposal.

While your solution is turn-key, these additional considerations ensure the smooth running of the network beyond just the hardware and materials involved in its construction.

20. <u>Describe any critical environmental issues associated with each</u> <u>subproject and how you will address these</u>

Implementing Fiber-to-the-Home (FTTH) middle-mile networks certainly brings about several environmental considerations, especially in California's stringent environmental laws and the California Environmental Quality Act (CEQA). Here are some potential environmental issues associated with each subproject and how they can be addressed.

Land Disturbance: Using existing disturbed Rights of Way (ROW) can minimize land disturbance associated with new construction and the need to clear natural areas. In cases where

disturbance is unavoidable, the best construction practices will be used to minimize impact, and restoration plans will be implemented after the construction phase.

Emission from Construction Equipment: Heavy equipment used in the project may generate emissions that contribute to air pollution. This will be mitigated using the latest machinery that meets emission standards and scheduling and planning construction to minimize equipment use.

Noise and Vibration: Construction activities can create noise and vibration that disrupt local communities and wildlife. Noise control measures will be taken, including limiting construction hours to less sensitive times of the day and using noise barriers where necessary.

Waste Generation: The project will inevitably generate waste, including packaging materials, scrap materials, and potentially hazardous materials like batteries. We'll implement a waste management plan to minimize, recycle, or dispose of waste.

Effects on Wildlife and Habitats: The project might impact local wildlife and their habitats, particularly aerial routes that could interfere with bird migration patterns. An environmental impact study can help identify these issues and find ways to minimize them, such as placing infrastructure along existing corridors like roads or implementing bird-friendly designs.

Cultural and Historic Preservation: Some areas may have cultural or historical significance, and their disturbance may have legal and ethical implications. Careful surveying and consultations with local communities and cultural preservation authorities will help ensure these areas are respected.

Climate Change Considerations: The long-term resilience of the infrastructure to climate change (such as the increased risk of wildfires or floods) needs to be considered during the design phase. This might involve selecting more resilient materials, designing for redundancy, or choosing routes that are less exposed to these risks.

By addressing these environmental issues proactively and adhering to the principles of CEQA, the FTTH project can minimize its environmental impact and contribute to sustainable development goals.

21. <u>Describe any additional steps beyond the solution being proposed</u> <u>that could reduce costs and shorten timelines</u>

Several strategies can be employed beyond the proposed solution to decrease expenses further and expedite the project timeline:

Enhancing Field Engineering Quality: The accuracy of field engineering is crucial in minimizing project costs. It involves ground-truthing the assumptions made during desktop engineering

based on baseline maps, verifying soil conditions, and determining the most effective construction methods. High-quality field engineering can significantly reduce unexpected costs and project delays.

Centralization of Network Infrastructure: We will assess each community to determine if we can return the FTTH connections to central locations. By doing so, we can leverage economies of scale with the XGS-PON equipment, thereby reducing per-unit costs and enhancing network management efficiency.

Partnership with Middle Mile Providers: Collaborating with middle-mile providers to negotiate backhaul costs can reduce overall costs. By establishing agreements that consider future network growth, we can ensure that backhaul costs remain manageable as the network scales up.

Optimization of Network Design: An optimized network design could enable sharing of resources among different communities, reducing the need for redundant equipment or infrastructure and leading to cost and time savings.

Proactive Permitting Process: Engaging early and proactively with local regulatory bodies can streamline the permitting process, reducing time delays and potential administrative costs. By implementing these additional steps, we can significantly reduce costs and shorten the project timeline, ensuring efficient and cost-effective deployment of the FTTH network.

22. Develop a project plan with staff resource scheduling and a timeline

NORTH TO SOUTH	LOCATION	# OF UNITS	WEEK 1 WEEK 2 WEEK 3 WEEK 4 WEEK 5 WEEK 6 WEEK 7 WEEK 8
1	Fish Slough	0	Desktop Engineering
2	Rudolph Ranch	28	Desktop Engineering Fielding Fielding
3	Laws	15	Desktop Engineering Fielding Fielding
4	Rovana	202	Desktop Engineering
5	Round Valley	186	Desktop Fielding Engineering Fielding
6	Wilkerson	586	Desktop Engineering Fielding Fielding
7	Tinnemaha	51	Desktop Engineering
8	Aberdeen	26	Desktop Engineering
9	Black Rock	4	Desktop Engineering
10	Keeler	75	Desktop Engineering
11	Cartago	62	Desktop Engineering
12	Olancha	147	Desktop Engineering
13	Enchanted Village	10	Desktop Engineering
14	Haiwee	4	Desktop Engineering
15	Coso Junction	7	Desktop Engineering
16	Little Lake	3	Desktop Engineering
17	Pearsoville	8	Desktop Engineering

23. <u>Demonstrate qualifications and experience by providing examples</u> <u>and descriptions of network infrastructure design projects for at least</u> <u>three customers that demonstrate the understanding of, and the ability</u> <u>to design last-mile network infrastructure solutions</u>

Onward brings substantial qualifications and experience in designing and implementing lastmile network infrastructure solutions, as demonstrated by our work on several significant projects:

Nicasio, CA: In Nicasio, Onward designed and constructed a Fiber-to-the-Home (FTTH) network that served 290 residences. This project involved deploying Calix XGS-PON technology, positioning Onward as the first service provider in California to offer multi-gig services. The California Advanced Services Fund (CASF) funded the project, reflecting our ability to secure funding and deliver high-quality infrastructure solutions.

Hidden Hills, CA: Onward designed another FTTH network in Hidden Hills, California, serving 690 homes. While the construction will be outsourced, Onward will manage the project, overseeing the installation and ensuring all requirements are met. Our involvement resulted in a network that provides a minimum of 2 Gig synchronous Internet service to each customer, showcasing our commitment to delivering high-speed connectivity.

California Broadband Cooperative: Onward played a significant role in the design, engineering, and construction management of the Digital 395 project, a grant initiative sponsored by the National Telecommunications and Information Administration (NTIA) and CASF. The Digital 395 network extends 450 miles from Reno, Nevada, to Barstow, California, and serves over 290 anchor institutions. This project is a testament to our capacity to manage large-scale infrastructure initiatives, particularly those involving multiple stakeholders and geographic areas.

In each of these examples, Onward has demonstrated a thorough understanding of last-mile network infrastructure design and the ability to implement these solutions successfully. Our experience and expertise enable us to deliver high-quality services tailored to the needs of diverse communities and stakeholders.

24. <u>Include at least 3 customer references with email addresses and</u> phone numbers

 Kerry Kallman, City Manager, City of Hidden Hills <u>kerry@hiddenhillscity.org</u> 818-888-9281

- Michele Williams, CIO, Culver City <u>michele.williams@culvercity.org</u> 310-253-5950
- Eric Blantz <u>eblantz@gmail.com</u> 415-847-1232

25. <u>Identify your company's proximity to the County of Inyo for the</u> <u>purposes of understanding our region's unique and challenging</u> <u>geography for this project</u>

Onward maintains a strong local presence in the region surrounding Inyo County, which places us in an advantageous position to understand and address the unique geographical challenges of this project. We currently have four dedicated employees stationed on the eastern side of the Sierra Nevada mountain range.

Additionally, we operate an office in Bishop, California, and have a maintenance yard in Laws, California. This proximity and existing infrastructure demonstrate our established commitment to the region and ensure that we can promptly address any project requirements or challenges that arise during the implementation of the network infrastructure in Inyo County.

26. <u>Describe your financial, operational, and technical capacity to</u> <u>execute the project successfully within the specified timeframe</u>

Onward possesses financial, operational, and technical capabilities that successfully position us to execute the proposed project within the stipulated timeline. As detailed in our response to this Request for Proposals (RFP), we have demonstrated considerable resources and expertise.

In terms of our staff, we have a dedicated team of engineers who are experienced and skilled in managing and executing projects of this scale and complexity. This guarantees that we have the necessary human resources to handle the technical demands of the project efficiently.

Furthermore, Onward has a well-established operational presence in Inyo County, underpinned by extensive local knowledge and practical experience. This ensures that we can swiftly address any regional-specific issues or challenges that may arise during project execution, contributing to our ability to deliver within the specified timeframe. However, the timeline outlined in the RFP is not feasible.

Overall, our stability and operational and technical proficiency equip us with the capacity to successfully execute this project, adhering to the defined timeline and delivering a high-quality network infrastructure solution.

27. <u>State whether you will be able to enter into a County of Inyo</u> <u>Contract #151 (Exhibit A to this RFP)</u>

Affirmative, Onward is fully prepared to enter into Contract #151 with the County of Inyo as stipulated in Exhibit A to this Request for Proposals (RFP). We are ready to commit to the terms and conditions laid out in the contract and look forward to the opportunity to collaborate on this project.

AGREEMENT BETWEEN COUNTY OF INYO AND INYO NETWORKS, INC D/B/A ONWARD FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the detailed network engineering design services of Onward (hereinafter referred to as ("Design Professional / Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Design Professional/Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Design Professional/Consultant to perform under this Agreement will be made by the Regional Broadband Coordinator. Requests to the Design Professional/Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Design Professional/Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Design Professional/Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Design Professional/Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. TERM.

The term of this Agreement shall be from August 8, 2023 to January 1, 2024 unless sooner terminated as provided below.

3. CONSIDERATION.

A. <u>Compensation.</u> County shall pay Design Professional/Consultant in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A** which are performed by Design Professional/Consultant at the County's request.

B. <u>Travel and per diem</u>. County shall reimburse Design Professional/Consultant for the travel expenses and per diem which Design Professional/Consultant incurs in providing services and work requested by County under this Agreement. Design Professional/Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Design Professional/Consultant for approval to incur travel and per diem expenses shall be submitted to the Regional Broadband Coordinator. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment **C**). County reserves the right to deny reimbursement to Design Professional/Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment **C**, or which are incurred by the Design Professional/Consultant without the prior approval of the County.

C. <u>No additional consideration</u>. Except as expressly provided in this Agreement, Design Professional/Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Design Professional/Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. <u>Limit upon amount payable under Agreement.</u> The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed

\$ 225,000 (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. <u>Billing and payment</u>. Design Professional/Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Design Professional/Consultant in performing services and work described in Attachment **A**, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. This information will be used to provide the California Public Utilities Commission (CPUC) the required Contractor Reporting updates.

Upon receipt of the completed project designs from the Design Professional/Consultant, County shall submit those designs to the CPUC for reimbursement. Upon receipt of a reimbursement from the CPUC, County will remit the full amount of the reimbursement up to the Contract Limit to the Design Professional/Consultant within ten (10) business days.

Design Professional/Consultant understands and agrees that, despite the submission of monthly invoices to County, it shall receive no payment under this agreement until County receives a reimbursement from the CPUC at the end of the Term of this Agreement. Design Professional/Consultant further agrees that final payment to the Design Professional/Consultant shall be based solely on the reimbursement amount received by the County from the CPUC, not on the invoices submitted to the County throughout the life of this Agreement.

F. <u>Federal and State taxes</u>.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Design Professional/Consultant under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Design Professional/Consultant's when it is anticipated that total annual payments to Design Professional/Consultant under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Design Professional/Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Design Professional/Consultant. County has no responsibility or liability for payment of Design Professional/Consultant's taxes or assessments.

(4) The total amounts paid by County to Design Professional/Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Design Professional/Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Design Professional/Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment **A**, which are requested by the County. It is understood by Design Professional/Consultant that the performance of these services and work will require a varied schedule. Design Professional/Consultant will arrange his/her own schedule but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Design Professional/Consultant to provide the services and work described in Attachment **A** must be procured by Design Professional/Consultant and be valid at the time Design Professional/Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Design Professional/Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Design Professional/Consultant at no expense to the County. Design Professional/Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Design Professional/Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

B. Design Professional/Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Design Professional/Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Design Professional/Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Design Professional/Consultant to provide the services identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Design Professional/Consultant, for any expense or cost incurred by Design Professional/Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Design Professional/Consultant in providing and maintaining such items is the sole responsibility and obligation of Design Professional/Consultant.

7. COUNTY PROPERTY.

A. <u>Personal Property of County</u>. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Design Professional/Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Design Professional/Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Design Professional/Consultant's possession. Design Professional/Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Design Professional/Consultant's negligence.

B. <u>Products of Design Professional/Consultant's Work and Services</u>. Any and all compositions, publications, plans, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Design Professional/Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Design Professional/Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

For the duration of this Agreement Design Professional/Consultant shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

9. STATUS OF DESIGN PROFESSIONAL/CONSULTANT.

All acts of Design Professional/Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Design Professional/Consultant's, and not as agents, officers, or employees of County. Design Professional/Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Design Professional/Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Design Professional/Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employee relationship or a joint venture. As an independent Design Professional/Consultant:

A. Design Professional/Consultant shall determine the method, details, and means of performing the work and services to be provided by Design Professional/Consultant under this Agreement.

B. Design Professional/Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Design Professional/Consultant in fulfillment of this Agreement.

C. Design Professional/Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Design Professional/Consultant's, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. <u>Records</u>. Design Professional/Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Design Professional/Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Design Professional/Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. <u>Inspections and Audits</u>. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Design Professional/Consultant, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Design Professional/Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Design Professional/Consultant, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Design Professional/Consultant and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Design Professional/Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Design Professional/Consultant thirty (30) days written notice of such intent to cancel. Design Professional/Consultant may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

This is an agreement for the services of Design Professional/Consultant. County has relied upon the skills, knowledge, experience, and training of Design Professional/Consultant as an inducement to enter into this Agreement. Design Professional/Consultant shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Design Professional/Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Design Professional/Consultant abandons the work or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Design Professional/Consultant in default and terminate this Agreement upon five (5) days written notice to Design Professional/Consultant. Upon such termination by default, County will pay to Design Professional/Consultant all amounts owing to Design Professional/Consultant for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Design Professional/Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Design Professional/Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Design Professional/Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Design Professional/Consultant only with the express written consent of the County. Any disclosure of confidential information by Design Professional/Consultant without the County's written consent is solely and exclusively the legal responsibility of Design Professional/Consultant in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Design Professional/Consultant agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Design Professional/Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Design Professional/Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Design Professional/Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Design Professional/Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Design Professional/Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

County of Inyo:

County Administrator – Broadband Coordinator 1360 N. Main Street Bishop, CA

Design Professional/Consultant: Inyo Networks, Inc., dba Onward 10621 Church Street, Suite 100 Rancho Cucamonga, CA City

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by

reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

#

AGREEMENT BETWEEN COUNTY OF INYO AND ONWARD NETWORKS, INC D/B/A ONWARD FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____.

COUNTY OF INYO

DESIGN PROFESSIONAL/CONSULTANT

By: ______Signature

By: <u>Nicolas Keeler</u> By: <u>Nicolas Keeler (Aug 3, 2023 13:00 PDT)</u> Signature

Nicolas Keeler

_{Dated:} Aug 3, 2023

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Print or Type Name

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND ONWARD NETWORKS, INC D/B/A ONWARD FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: August 8, 2023 TO: January 1, 2024

SCOPE OF WORK:

Project Deliverables

Shovel-ready, last-mile detailed engineering designs that can be used by any reasonably capable and qualified network construction company to construct last-mile fiber-to-the-premise network infrastructure.

- For each of the subprojects identified in the *Subprojects List* below, provide separate, detailed, shovel-ready, engineering designs for last-mile network infrastructure that is capable of providing 100Mbps, preferably 1Gbps, symmetrical or better Internet service.
- For any of the subprojects that can be bundled as a single, larger, combined project that results in cost savings, describe the larger, combined project, and detail the savings and the changes to the associated standalone project descriptions.
- Engineering designs should include network infrastructure connections from middle-mile network to all unserved communities, households and businesses associated with each subproject. Unserved locations for the purposes of this grant are those with wireline Internet service speeds less than 25Mbps download and 3Mbps upload.
- If your designs include middle-mile network to support your last-mile designs, identify those network segments in your designs as such.
- Complete any required environmental review pursuant to CEQA or NEPA, including any required technical studies necessary to complete them. In the event of any scope change due to project site conditions, provide all required professional environmental services necessary to obtain environmental clearance. Ensure that the project design documents comply with the requirements set forth in the environmental documents and any required regulatory agency permits.
- Designs must comply with: Federal laws; State laws; local laws; rules and regulations of governing utility districts; and rules and regulations of other authorities with jurisdiction over the construction of network infrastructure.
- All deliverables for this project, Phase 1-A, must be submitted to the County of Inyo in a timely manner to support FFA grant applications.
- Collaborate with the County to verify the eligible locations.

• Coordinate the prioritization of the locations to design with the County to support FFA grant applications.

Subprojects List

The 17 subprojects by name for Phase 1-A are listed below:

- o Inyo-01-Aberdeen
- Inyo-08-Black Rock
- o Inyo-09-Cartago
- Inyo-12-Coso Junction
- Inyo-19-Enchanted Village
- Inyo-20-Fish Slough
- o Inyo-23-Haiwee
- o Inyo-26-Keeler
- o Inyo-27-Laws
- Inyo-28-Little Lake
- o Inyo-32-Olancha
- Inyo-33-Pearsonville
- Inyo-35-Round Valley
- o Inyo-36-Rovana
- Inyo-37-Rudolph Ranch
- o Inyo-46-Tinnemaha
- o Inyo-50-Wilkerson

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND ONWARD NETWORKS, INC D/B/A ONWARD FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: August 8, 2023 TO: January 1, 2024

SCHEDULE OF FEES:

The Local Agency Technical Assistance grant is a reimbursement grant. The completed project deliverables will be presented to the CPUC as a completed work product for reimbursement through the County of Inyo.

Design Engineering work to be billed at \$150 per hour.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO AND ONWARD NETWORKS, INC D/B/A ONWARD FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: August 8, 2023 TO: January 1, 2024

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

No travel or per diem to be paid under this contract.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO AND ONWARD NETWORKS, INC D/B/A ONWARD FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: August 8, 2023 TO: January 1, 2024

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Most Professional Services Agreements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF 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 \$2,000,000 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, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. (Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)
- **3.** Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (*Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
- 4. Professional Liability: Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, 2,000,000 aggregate.
- **5. Abuse/Molestation Liability:** Sexual assault and misconduct ("SAM") coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. (*Coverage requirement is waived if contract does not include service to minors or other potentially vulnerable populations. Minors are persons under the age of 18.)*
- 6. Cyber Liability: \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement as to maintaining the security of client medical information and/or County financial and/or personnel records. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense. (Coverage requirement is waived if contractor has no access to client medical information and/or County financial and/or personnel records. Coverage requirement is reinstated if access is granted or acquired.)

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the 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 Inyo County.

Attachment C: 2023 Insurance Requirements for Most Professional Services Agreements

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation: Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

Attachment C: 2023 Insurance Requirements for Most Professional Services Agreements

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

- 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 "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and Endorsement pages are to be received and approved by Inyo County 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. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY



NATE GREENBERG

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 8, 2023

Reference ID: 2023-3977

Appointments to the Child Abuse Prevention Council Health & Human Services - First 5

ACTION REQUIRED

ITEM SUBMITTED BY

Katelyne Lent, First 5 Program Manager

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

A) Appoint Anonda Nelson, Chrystina Pope, Holly DeVincent, and Jeff Thomson each to unexpired twoyear terms on the Child Abuse Prevention Council (CAPC) ending December 31, 2025; and B) Appoint Griselda Ortiz, Stephanie Tanksley, and Susanne Rizo each to unexpired two-year terms on the CAPC ending December 31, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

The purpose of the Inyo County Child Abuse Prevention Council, Pursuant to Section 18980, et seq. of the Welfare and Institutions Code (also known as the Child Abuse Prevention Coordinating Council Act), is to coordinate the community's efforts to prevent and respond to child abuse neglect. The mission of the CAPC is to eliminate child abuse and neglect and the adversity it causes by ensuring a safe and nurturing home environment for all children. The CAPC stands firmly in the belief that all children deserve support and advocacy, especially in regard to race, color, gender, gender identity or expression, sexual orientation or disability.

The CAPC shall consist of a minimum of five members, but no greater than eleven members. As the prevention of child abuse encourages the involvement of the entire community, the CAPC seeks to obtain representation from a wide range of agencies, organizations and the community at large. Eleven member positions became available in order to establish the Inyo County Child Abuse Prevention Council following the passing of the bylaws by the Board in September of 2022. Per Board policy, the vacancies were advertised in the newspaper - first in April and then again in June - and community members were invited to apply.

Seven Applications were received by the application deadlines from, Anonda Nelson, Stephanie Tanksley, Chrystina Pope, Griselda Ortiz, Holly DeVincent, Jeff Thomson, and Suzanne Rizo. Each applicant will be a valuable member of the Child Abuse Prevention Council and bring various degrees of expertise and perspectives.

The department respectfully requests your board appoint all seven applicants to unexpired terms on the CAPC with Anonda Nelson, Chrystina Pope, Holly DeVincent, and Jeff Thomsons' terms expiring December 31, 2025, and Stephanie Tanksley, Griselda Ortiz, and Susanne Rizos' terms expiring December 31, 2024.

FISCAL IMPA	CT:		
Funding Source	N/A	Budget Unit	N/A
Budgeted?	N/A	Object Code	N/A
Recurrence	N/A		
Current Fisca	I Year Impact		
Future Fiscal	Year Impacts		
Additional Inf	ormation		

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to appoint the applicants and re-open the recruitment for the Child Abuse Prevention Council. This could cause a delay in the Child Abuse Prevention Council reaching a quorum and conducting regular business.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- 1. CAPC Proof of Publication
- 2. Nelson Application
- 3. Pope Application
- 4. Ortiz Application
- 5. DeVincent Application
- 6. Thomson Application
- 7. Tanksley Application
- 8. Rizo Application

APPROVALS:

Katelyne Lent Katelyne Lent Darcy Ellis Stephanie Tanksley Marilyn Mann Nate Greenberg Created/Initiated - 7/24/2023 Approved - 7/24/2023 Approved - 7/25/2023 Approved - 7/25/2023 Approved - 7/28/2023 Final Approval - 8/3/2023

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA, COUNTY OF INYO

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years,

And not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the

The Inyo Register

County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

June 3rd,

In the year of 2023

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Bishop, California, on this 5th Day of June, 2023

Signature

This space is for County Clerk's Filing Stamp



Proof	of	Pu	ibli	cation	of
Pi	Jbl	ic	No	otice	

NOTICE OF VACANCY CHILD ABUSE PREVENTION COUNCIL

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is now accepting applications to fill a maximum of 10 vacancies on the Child Abuse Prevention Council (CAPC). Between 5 and 11 two-year terms are available on the council. As the prevention of child abuse encourages the in-

volvement of the entire community, the CAPC seeks to obtain representation from a wide range of agencies, organizations, and the community at large. An application from one or more representatives from the following organizations and groups shall be encouraged: Public child welfare services

Public or private schools Medical and mental health providers

Criminal justice system Tribal representation

Latinx representation

Prevention and treatment services

Community representatives; community volunteers, civic organizations, religious communities

Parent or primary caregiver Individuals interested in applying for membership must submit an application to the Assistant Clerk of the Board, Darcy Ellis, found on the CAPC webs i t e a t https://www.inyocounty.us/CAP C. Applications must be received no later than Monday, June 19, 2023 at 5 p.m. Postmarks are not accepted. (IR 06.03, 2023 #21527)

CHILD ABUSE PREVENTION COUNCIL NOMINATING FORM

CLOSING DATE: OPEN UNTIL FILLED

If you are interested in serving on the *Child Abuse Prevention Council (CAPC)*, please complete the following application and return it to the address listed below.

Please deliver or email your application to:

Inyo County Clerk

PO Drawer N Independence, CA 93526 Or scan and email to Darcy Ellis: dellis@inyocounty.us

Upon receipt, your application will be reviewed and you may be invited for an interview. All applicants who are selected to be interviewed will receive a phone call to arrange the interviews. Otherwise, your application will be kept on file for 12 months for future consideration if a position becomes available within that time period.

Applicant Information:

FULL NAME: Anonda Ray Nelson	
PREFERRED ADDRESS:	CITY & ZIP:
PREFERRED PHONE NUMBER:	
PREFERRED EMAIL:	

Inyo County Regional Experience (check all that apply):

LIVE	WORK		
\checkmark	\checkmark	Bishop Paiute Reservation	
		Big Pine	
		Independence	
		Lone Pine	
	-	Death Valley, Tecopa	

Areas of Expertise [check all that apply to your professional or personal experience]

	Categories of Membership	Lived Experience
X	Public Child Welfare Services	Student
	Mental Health Provider	Survivor of Child Abuse
	Medical Health Provider	Parent/Caregiver
×	Criminal Justice System	Grandparent
×	Tribal Member	Youth Activities Volunteer
	Latinx Community Member	Community Leader
×	Public or Private Schools	Public Relations/Communications
×	Prevention Programming	Early Intervention Services
	Treatment Services	Direct experience working with multicultural communities
	Current CAPC Member	Tobacco or other Substance Abuse Prevention/Treatment
	Civic Organization	Community Engagement & Outreach
	Religious Community	Social Media Engagement or Advertising
×	Other: (indicate) ^{Tribal Public Health, LGBTQ2S+ Community}	Other: (indicate) LGBTQ2S+ Community

Current Employment:

Job Title: ICWA Specialist	Agency: Bishop Paiute Tribe: Social Services Dept
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Statement of Interest (Optional):

1. Use the space below to explain why you are interested in becoming a CAPC Member: I have been steadily working with youth, families, and adults in rural settings both in and out of tribal communities for 13 years. I have worked directly with youth to prevent: cultural loss, suicide, tobacco use, human trafficking, drug and alcohol use, along with directly addressing child abuse and neglect. While also incorporating elements of various Indigenous culture and to meet the need of tribal youth and families in rural communities. I have dedication the last 13 years to assisting youth and families. The CAPC is an opportunity to continue this work to acknowledge, address, and prevent child abuse and neglect.

Please list volunteer commitments, community boards, collaborative or advisory bodies on which you serve or recently served:

Name Of Volunteer Activity	LOCATION	DATES SERVED
N/A		

Alternate Attendee (Optional):

As a council member, if desired, you may have an alternate attend meetings in your absence. The alternate must be approved. Please list your alternate below:

Full Name	Title	Email	Phone Number
N/A	N/A	N/A	N/A

Advisory Membership:

Community advisory members may not vote or hold office, but are entitled to receive agendas, minutes, and other materials related to CAPC and may participate in the meetings and all activities. If you would prefer to be considered as an advisory member, please select box.

Certification:

I certify that the above information is true and correct. I understand that membership on the CAPC requires my active participation in the Council's activities and meetings. Further, I recognize that the Council acts for the interests of the County's families and children.

Anonda Nelson Digitally signed by Anonda Nelson Date: 2023.05.04 16:54:02 -07'00'

05/04/2023

Signature

Date

CHILD ABUSE PREVENTION COUNCIL NOMINATING FORM

CLOSING DATE: OPEN UNTIL FILLED

If you are interested in serving on the *Child Abuse Prevention Council (CAPC)*, please complete the following application and return it to the address listed below.

Please deliver or email your application to:

Inyo County Clerk

PO Drawer N Independence, CA 93526 Or scan and email to Darcy Ellis: dellis@inyocounty.us

Upon receipt, your application will be reviewed and you may be invited for an interview. All applicants who are selected to be interviewed will receive a phone call to arrange the interviews. Otherwise, your application will be kept on file for 12 months for future consideration if a position becomes available within that time period.

Applicant Information:

FULL NA	ME: Chr	ystinalope			
	REDIADDRE		CITY & Z	IP;	
PREFERF	RED PHONE	NUMBER:			
PREFERF	RED EMAIL:				
yo Count	y Regional I	Experience (check all that apply):		zê.	
LIVE	WORK				
A	X	Bishop			- IV
Ċ		Big Pine	-	4	
		Independence			W

Lone Pine

Death Valley, Tecopa

	Categories of Membership		Lived Experience
	Public Child Welfare Services	×	Student
×	Mental Health Provider	X	Survivor of Child Abuse
	Medical Health Provider	X	Parent/Caregiver
	Criminal Justice System		Grandparent
	Tribal Member		Youth Activities Volunteer
	Latinx Community Member		Community Leader
	Public or Private Schools		Public Relations/Communications
	Prevention Programming		Early Intervention Services

X

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communities

Other:

(indicate)

Prevention/Treatment

Direct experience working with multicultural

Social Media Engagement or Advertising

Tobacco or other Substance Abuse

K Community Engagement & Outreach

Areas of Expertise [check all that apply to your professional or personal experience]

Current Employment:

(indicate)

Other:

Behavioral Health Agency: INYO County Job Title: BH Clinical Admin ICBH

Statement of Interest (Optional):

Treatment Services

Civic Organization

Religious Community

Current CAPC Member

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1. Use the space below to explain why you are interested in becoming a CAPC Member:

0 Vins ersonal wor Community offil and or Con aling and

Please list volunteer commitments, community boards, collaborative or advisory bodies on which you serve or recently served:

Name Of Volunteer Activity	LOCATION	DATES SERVED
CASA-Board member	Carson City	2017

Alternate Attendee (Optional):

As a council member, if desired, you may have an alternate attend meetings in your absence. The alternate must be approved. Please list your alternate below:

Full Name	Title	Email	Phone Number

Advisory Membership:

Community advisory members may not vote or hold office, but are entitled to receive agendas, minutes, and other materials related to CAPC and may participate in the meetings and all activities. If you would prefer to be considered as an advisory member, please select box.

Certification:

I certify that the above information is true and correct. I understand that membership on the CAPC requires my active participation in the Council's activities and meetings. Further, I recognize that the Council acts for the interests of the County's families and children.

Signature

3/31/23

CHILD ABUSE PREVENTION COUNCIL NOMINATING FORM

CLOSING DATE: OPEN UNTIL FILLED

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Please deliver or email your application to:

Inyo County Clerk

PO Drawer N Independence, CA 93526 Or scan and email to Darcy Ellis: dellis@inyocounty.us

Upon receipt, your application will be reviewed and you may be invited for an interview. All applicants who are selected to be interviewed will receive a phone call to arrange the interviews. Otherwise, your application will be kept on file for 12 months for future consideration if a position becomes available within that time period.

Applicant Information:

FULL NAME: Griselda Ortiz	
PREFERRED ADDRESS:	CITY & ZIP:
PREFERRED PHONE NUMBER:	
PREFERRED EMAIL:	

Inyo County Regional Experience (check all that apply):

LIVE	WORK		
<	\checkmark	Bishop	
		Big Pine	
		Independence	
		Lone Pine	
		Death Valley, Tecopa	

Categories of Membership	Lived Experience
Public Child Welfare Services	Student
Mental Health Provider	Survivor of Child Abuse
Medical Health Provider	Parent/Caregiver
Criminal Justice System	Grandparent
Tribal Member	Youth Activities Volunteer

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Other: (indicate)

Community Leader

communities

Public Relations/Communications

Tobacco or other Substance Abuse

Community Engagement & Outreach

Social Media Engagement or Advertising

Direct experience working with multicultural

Early Intervention Services

Prevention/Treatment

Areas of Expertise [check all that apply to your professional or personal experience]

Current Employment:

(indicate)

Other:

x

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 \square

 \square

Job Title: Equity and Diverersity Coordinator	^{gency:} HHS
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Statement of Interest (Optional):

Latinx Community Member

Public or Private Schools

Prevention Programming

Current CAPC Member

Treatment Services

Civic Organization

Religious Community

1. Use the space below to explain why you are interested in becoming a CAPC Member:
I am deeply interested in becoming a member of the Child Abuse Prevention Council because
I believe in the fundamental importance of safeguarding and protecting the well-being of children.
The issue of child abuse is a grave concern that requires immediate attention and concerted efforts
from individuals and organizations alike. As a member of the council, I would have the opportunity to
contribute my skills, knowledge, and passion towards raising awareness about child abuse,
advocating for policies and programs that support prevention and intervention, and providing
resources and support to victims and their families. By joining this council, I hope to play an active role
in creating a safer and nurturing environment for children, empowering them to grow
and thrive without fear and harm.

Please list volunteer commitments, community boards, collaborative or advisory bodies on which you serve or recently served:

LOCATION	DATES SERVED
Inyo	2014-Present

Alternate Attendee (Optional):

As a council member, if desired, you may have an alternate attend meetings in your absence. The alternate must be approved. Please list your alternate below:

Full Name	Title	Email	Phone Number

Advisory Membership:

Community advisory members may not vote or hold office, but are entitled to receive agendas, minutes, and other materials related to CAPC and may participate in the meetings and all activities. If you would prefer to be considered as an advisory member, please select box.

Certification:

I certify that the above information is true and correct. I understand that membership on the CAPC requires my active participation in the Council's activities and meetings. Further, I recognize that the Council acts for the interests of the County's families and children.

Griselda Ortig

Signature

06-12-23

Date

CHILD ABUSE PREVENTION COUNCIL NOMINATING FORM

CLOSING DATE: OPEN UNTIL FILLED

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Applicant Information:

FULL NAME: Holly DeVincent	
PREFERRED ADDRESS:	CITY & ZIP:
PREFERRED PHONE NUMBER:	
PREFERRED EMAIL:	

Inyo County Regional Experience (check all that apply):

LIVE	WORK	
~	~	Bishop
		Big Pine
		Independence
		Lone Pine
		Death Valley, Tecopa

	Categories of Membership	Lived Experience
×	Public Child Welfare Services	Student
	Mental Health Provider	Survivor of Child Abuse
	Medical Health Provider	Parent/Caregiver
	Criminal Justice System	Grandparent
	Tribal Member	Youth Activities Volunteer
	Latinx Community Member	Community Leader
	Public or Private Schools	Public Relations/Communications
	Prevention Programming	Early Intervention Services
	Treatment Services	Direct experience working with multicultural communities
	Current CAPC Member	Tobacco or other Substance Abuse Prevention/Treatment
	Civic Organization	Community Engagement & Outreach
	Religious Community	Social Media Engagement or Advertising
	Other:	Other:
	(indicate)	 (indicate)

Areas of Expertise [check all that apply to your professional or personal experience]

Current Employment:

Job Title: Child and Adult Program Manager	Agency: County of Inyo Child Welfare
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Statement of Interest (Optional):

1. Use the space below to explain why you are interested in becoming a CAPC Member:

Pingis 2 of 3

Please list volunteer commitments, community boards, collaborative or advisory bodies on which you serve or recently served:

LOCATION	DATES SERVED
	LOCATION

Alternate Attendee (Optional):

As a council member, if desired, you may have an alternate attend meetings in your absence. The alternate must be approved. Please list your alternate below:

Full Name	Title	Email	Phone Number
Darcia BlackDeer Lent	Deputy Director of Aging and Social Services		

Advisory Membership:

Community advisory members may not vote or hold office, but are entitled to receive agendas, minutes, and other materials related to CAPC and may participate in the meetings and all activities. If you would prefer to be considered as an advisory member, please select box.

Certification:

I certify that the above information is true and correct. I understand that membership on the CAPC requires my active participation in the Council's activities and meetings. Further, I recognize that the Council acts for the interests of the County's families and children.

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6/19/2023

CHILD ABUSE PREVENTION COUNCIL NOMINATING FORM

CLOSING DATE: OPEN UNTIL FILLED

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Inyo County Clerk

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Upon receipt, your application will be reviewed and you may be invited for an interview. All applicants who are selected to be interviewed will receive a phone call to arrange the interviews. Otherwise, your application will be kept on file for 12 months for future consideration if a position becomes available within that time period.

Applicant Information:

FULL NAME: Jeffrey L. Thomson	
PREFERRED ADDRESS:	CITY & ZIP:
PREFERRED PHONE NUMBER:	
PREFERRED EMAIL:	

Inyo County Regional Experience (check all that apply):

LIVE	WORK		
	\checkmark	Bishop	
	\checkmark	Big Pine	
	\checkmark	Independence	
	\checkmark	Lone Pine	
	\checkmark	Death Valley, Tecopa	

	Categories of Membership	Lived Experience
×	Public Child Welfare Services	Student
	Mental Health Provider	Survivor of Child Abuse
	Medical Health Provider	Parent/Caregiver
×	Criminal Justice System	Grandparent
	Tribal Member	Youth Activities Volunteer
	Latinx Community Member	Community Leader
	Public or Private Schools	Public Relations/Communications
×	Prevention Programming	Early Intervention Services
×	Treatment Services	Direct experience working with multicultural communities
	Current CAPC Member	Tobacco or other Substance Abuse Prevention/Treatment
	Civic Organization	Community Engagement & Outreach
	Religious Community	Social Media Engagement or Advertising
	Other:	Other:
	(indicate) Probation	(indicate)

Areas of Expertise [check all that apply to your professional or personal experience]

Current Employment:

Job Title	⁵ Chief Probation Officer	Agency: Inyo County Probation Dept.

Statement of Interest (Optional):

1. Use the space below to explain why you are interested in becoming a CAPC Member:

I have always been an advocate for youth. I believe my experience and passion to help youth and families would be an excellent fit for the

Inyo County Child Abuse Prevention Council

Please list volunteer commitments, community boards, collaborative or advisory bodies on which you serve or recently served:

Name Of Volunteer Activity	LOCATION	DATES SERVED
Juvenile Justice Commission	Bishop	Current member
Community Corrections Partnership	Bishop	2011
Blue Ribbon on Foster Care	Bishop	2010 - 2015
Resiliency Collaboration	Bishop	Current member

Alternate Attendee (Optional):

As a council member, if desired, you may have an alternate attend meetings in your absence. The alternate must be approved. Please list your alternate below:

Full Name	Title	Email	Phone Number
Penni Brown	Probation Manager		

Advisory Membership:

Community advisory members may not vote or hold office, but are entitled to receive agendas, minutes, and other materials related to CAPC and may participate in the meetings and all activities. If you would prefer to be considered as an advisory member, please select box.

Certification:

I certify that the above information is true and correct. I understand that membership on the CAPC requires my active participation in the Council's activities and meetings. Further, I recognize that the Council acts for the interests of the County's families and children.

Jeffrey L. Thom	SON Digitally signed by Jeffrey L. Thomson Date: 2023.06.19 09:53:33 -07'00'
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June 19, 2023

Signature

Date

CHILD ABUSE PREVENTION COUNCIL NOMINATING FORM

CLOSING DATE: OPEN UNTIL FILLED

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Inyo County Clerk

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Upon receipt, your application will be reviewed and you may be invited for an interview. All applicants who are selected to be interviewed will receive a phone call to arrange the interviews. Otherwise, your application will be kept on file for 12 months for future consideration if a position becomes available within that time period.

Applicant Information:

FULL NAME: Stephanie Tanksley	
PREFERRED ADDRESS:	CITY & ZIP:
PREFERRED PHONE NUMBER:	
PREFERRED EMAIL:	

Inyo County Regional Experience (check all that apply):

LIVE	WORK		
\checkmark	\checkmark	Bishop	
		Big Pine	
		Independence	
		Lone Pine	-
		Death Valley, Tecopa	

	Categories of Membership	Lived Experience
×	Public Child Welfare Services	Student
	Mental Health Provider	Survivor of Child Abuse
	Medical Health Provider	Parent/Caregiver
	Criminal Justice System	Grandparent
	Tribal Member	Youth Activities Volunteer
	Latinx Community Member	Community Leader
	Public or Private Schools	Public Relations/Communications
×	Prevention Programming	Early Intervention Services
	Treatment Services	Direct experience working with multicultural communities
	Current CAPC Member	Tobacco or other Substance Abuse Prevention/Treatment
	Civic Organization	Community Engagement & Outreach
	Religious Community	Social Media Engagement or Advertising
	Other:	Other:
	(indicate)	(indicate)

Areas of Expertise [check all that apply to your professional or personal experience]

Current Employment:

Job Title: HHS Deputy Director Public Health & Prevention	Agency: Inyo HHS

Statement of Interest (Optional):

Use the space below to explain why you are interested in becoming a CAPC Member:
 I am intersted in becoming a member to help prevent the occurence or
 reoccurence of child abuse in our commnity. I hope we can provide
 support and tools for parents and families so that they can be successful.
 This council has the opportunity to work across organizations for a great cause

Please list volunteer commitments, community boards, collaborative or advisory bodies on which you serve or recently served:

Name Of Volunteer Activity	LOCATION	DATES SERVED

Alternate Attendee (Optional):

As a council member, if desired, you may have an alternate attend meetings in your absence. The alternate must be approved. Please list your alternate below:

Full Name	Title	Email	Phone Number
Anna Scott	HHS Assistant Director		

Advisory Membership:

Community advisory members may not vote or hold office, but are entitled to receive agendas, minutes, and other materials related to CAPC and may participate in the meetings and all activities. If you would prefer to be considered as an advisory member, please select box.

Certification:

I certify that the above information is true and correct. I understand that membership on the CAPC requires my active participation in the Council's activities and meetings. Further, I recognize that the Council acts for the interests of the County's families and children.

Stephanie Tanksley	Digitally signed by Stephanie Tanksley Date: 2023.06.16 15:57:11 -07'00'
--------------------	---

06/16/23

Signature

Date

CHILD ABUSE PREVENTION COUNCIL NOMINATING FORM

CLOSING DATE: OPEN UNTIL FILLED

If you are interested in serving on the *Child Abuse Prevention Council (CAPC)*, please complete the following application and return it to the address listed below.

Please deliver or email your application to:

Inyo County Clerk

PO Drawer N Independence, CA 93526 Or scan and email to Darcy Ellis: dellis@inyocounty.us

Upon receipt, your application will be reviewed and you may be invited for an interview. All applicants who are selected to be interviewed will receive a phone call to arrange the interviews. Otherwise, your application will be kept on file for 12 months for future consideration if a position becomes available within that time period.

Applicant Information:

FULL NAME: Susanne Marie Rizo	
PREFERRED ADDRESS:	CITY & ZIP:
PREFERRED PHONE NUMBER:	
PREFERRED EMAIL:	

Inyo County Regional Experience (check all that apply):

LIVE	WORK		
\checkmark	\checkmark	Bishop	
		Big Pine	
		Independence	
		Lone Pine	
		Death Valley, Tecopa	

	Categories of Membership	Lived Experience
	Public Child Welfare Services	Student
	Mental Health Provider	Survivor of Child Abuse
	Medical Health Provider	Parent/Caregiver
	Criminal Justice System	Grandparent
	Tribal Member	Youth Activities Volunteer
	Latinx Community Member	Community Leader
	Public or Private Schools	Public Relations/Communications
	Prevention Programming	Early Intervention Services
	Treatment Services	Direct experience working with multicultural communities
	Current CAPC Member	Tobacco or other Substance Abuse Prevention/Treatment
	Civic Organization	Community Engagement & Outreach
	Religious Community	Social Media Engagement or Advertising
×	Other:	Other:
	(indicate) Superior Court	(indicate)

Areas of Expertise [check all that apply to your professional or personal experience]

Current Employment:

Job Title: Superior Court Judge	Agency: Inyo County Sup. Ct.

Statement of Interest (Optional):

1. Use the space below to explain why you are interested in becoming a CAPC Member: I am very interested in working toward safe outcomes and safety measures in our community. I have worked with child abuse professionals prior to taking the bench. Now as a judicial officer, if I can participate or give insight to others of the court process, while also benefiting from maintaining connectedness with other service providers, I hope to make a positive impact on the children of our community. Thank you for this opportunity. I may not have initially respondend due to my tight work schedule, but I would appreciate your consideration.

Please list volunteer commitments, community boards, collaborative or advisory bodies on which you serve or recently served:

Name Of Volunteer Activity	LOCATION	DATES SERVED
4H parent and 4H event organizer		ongoing
VFW flag day volunteer		ongoing

Alternate Attendee (Optional):

As a council member, if desired, you may have an alternate attend meetings in your absence. The alternate must be approved. Please list your alternate below:

Full Name	Title	Email	Phone Number

Advisory Membership:

Community advisory members may not vote or hold office, but are entitled to receive agendas, minutes, and other materials related to CAPC and may participate in the meetings and all activities. If you would prefer to be considered as an advisory member, please select box.

Certification:

I certify that the above information is true and correct. I understand that membership on the CAPC requires my active participation in the Council's activities and meetings. Further, I recognize that the Council acts for the interests of the County's families and children.



Digitally signed by Susanne Rizo DN: cn=Susanne Rizo, o=Inyo County, ou=Superior Court, email=susanne rizo@inyocourt ca gov, c=US Date: 2023.06.12 15:09:42 -07'00'

6/12/23

Signature

Date



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY



NATE GREENBERG

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 8, 2023

Reference ID: 2023-4002

Lone Pine Sidewalk Construction and American with Disability Act Improvements Project Bid Package and Advertising Approval Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the plans and specifications for the Lone Pine Sidewalk Construction and ADA Improvements Project and authorize the Public Works Director to advertise the project.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Department of Transportation (Caltrans) has allocated \$1,589,000 of Active Transportation Program (ATP) funds, and \$226,000 of Covid Relief Funds (allocated through the State Transportation Improvement Program (STIP)), for the construction of the Lone Pine Sidewalk Construction and ADA Improvements Project.

This project consists of rehabilitating portions of sidewalk along Willow Street, Bush Street, Jackson Street, and Locust Street, bringing said sidewalks to ADA standards. A portion of this project also includes the re-alignement of water lines, specifically in Bush Street.

This project will improve pedestrian facilities in the commercial district of Lone Pine, as well as from schools, churches and apartment complexes to the downtown area.

Funding Source	State ATP Funds and STIP Covid Relief Funds (Non-General Funds)	Budget Unit	034601
Budgeted?	No (request to advertise only)	Object Code	5708
Recurrence	Ongoing Expenditure		
Current Fisca	al Year Impact		
Future Fiscal	Year Impacts		

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the project plans and specifications. This is not recommended as Caltrans has allocated the funds to complete construction of this project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- 1. Lone Pine Sidewalks Plans
- 2. Lone Pine Sidewalks Bid Package

APPROVALS:

Travis Dean Darcy Ellis Travis Dean Shannon Platt Grace Chuchla Breanne Nelums Amy Shepherd Michael Errante Nate Greenberg Created/Initiated - 7/25/2023 Approved - 7/26/2023 Approved - 7/31/2023 Final Approval - 8/3/2023



LONE PINE SIDEWALKS CONSTRUCTION **ADA IMPROVEMENT PROJECT**

INYO COUNTY BOARD OF SUPERVISORS	Sheet Number	
DISTRICT 1 – SUPERVISOR DAN TOTHEROH (CHAIRPERSON) DISTRICT 2 – SUPERVISOR JEFF GRIFFITHS	T1	TITLE SHE
DISTRICT 3 – SUPERVISOR RICK PUCCI DISTRICT 4 – SUPERVISOR JENNIFER ROESER (VICE CHAIRPERSON)	C1	SITE PLAN
DISTRICT 5 - SUPERVISOR MATT KINGSLEY	C2	NOTES LE
	C3	UTILITY IN
	C4	JACKSON
	C5	JACKSON
	C6	JACKSON
INYO COUNTY DEPARTMENT OF PUBLIC WORKS	C7	BUSH ST F
MICHAEL ERRANTE DIRECTOR	C8	WILLOW S
JOHN PINCKNEY DEPUTY DIRECTOR	C9	LOCUST S
	C10	LOCUST S
	C11	LOCUST S
	C12	LOCUST S
DAN TOTHEROH DATE	C13	LOCUST S
DAN TOTHEROH DATE CHAIRMAN	C14	LOCUST S
	C15	BUSH ST U
	C16	PEDESTRI
MICHAEL ERRANTE DATE	C17	PEDESTRI
DIRECTOR OF PUBLIC WORKS	C18	PEDESTRI
	C19	PEDESTRI
	C20	PEDESTRI
	C21	PEDESTRI
	S1	JACKSON
	S2	JACKSON
	S3	JACKSON
	S4	BUSH ST S
ENGINEER'S CERTIFICATE	S5	WILLOW
THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH ACCEPTED	S6	LOCUST S
ENGINEERING PROCEDURES AND GUIDELINES, AND ARE IN SUBSTANTIAL	S7	LOCUST S
COMPLIANCE WITH APPLICABLE STATUTES, COUNTY ORDINANCES, STANDARDS	S8	LOCUST S
	S9	LOCUST S
Jeth Ly Li	S10	LOCUST S
12/5/2022	S11	LOCUST S
DEBORAH DAVIS JENKINS, P.E. DATE PROJECT ENGINEER	S12	SIGN & ST
	W1	JACKSON
	W2	JACKSON
EASTERN	W3	LOCUST S
	W4	LOCUST S
ENGINEERING	W5	LOCUST S
140 WHITNEY ALLEY, BISHOP, CA	DE1	DEMOLIT
TEL: (442) 228-5049, FAX: (775) 828-7221	DE1 DE2	DEMOLIT
	DE2 DE3	DEMOLIT
	CS1	CONSTRU
	D1	DETAILS
	D2	DETAILS
	D3	DETAILS

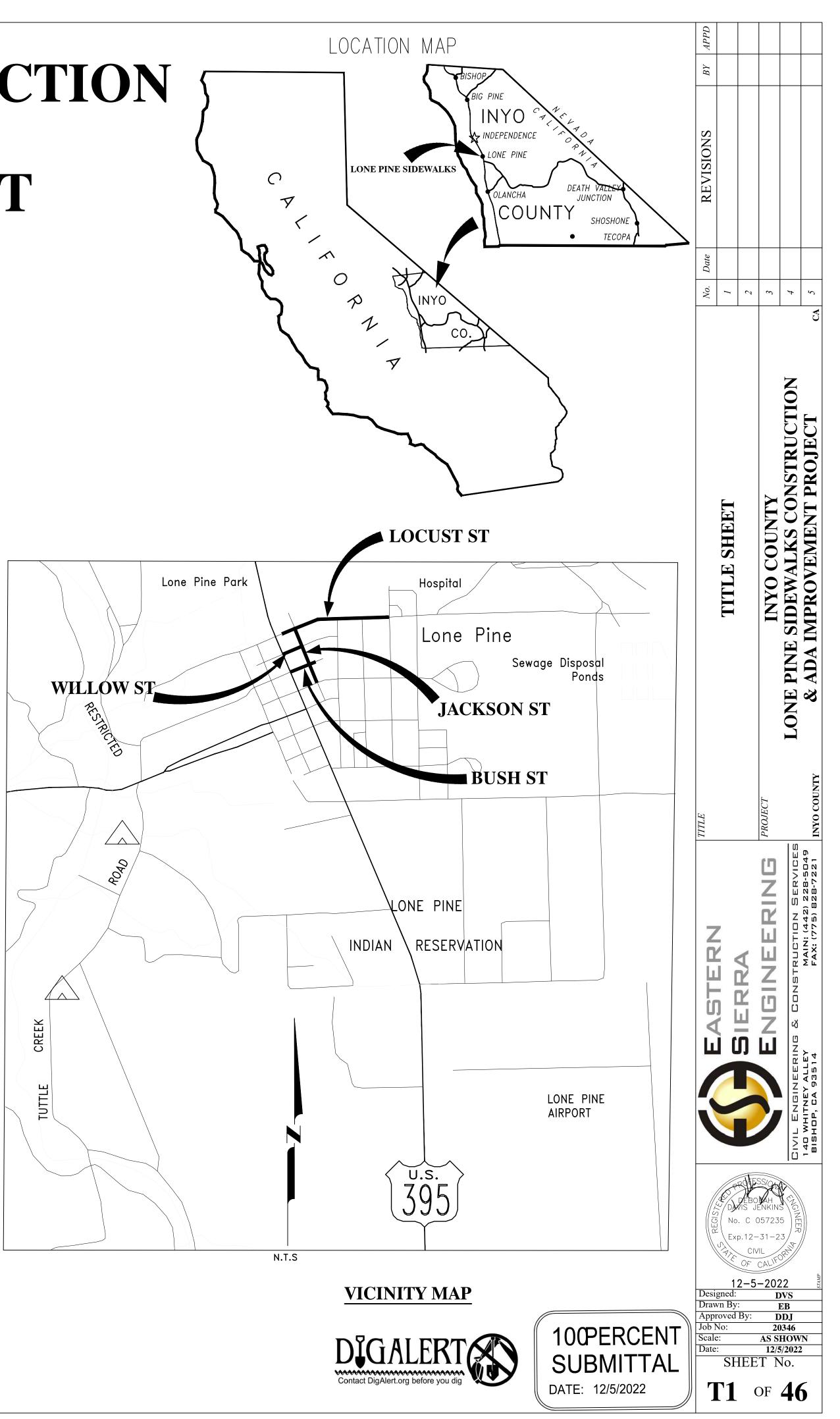
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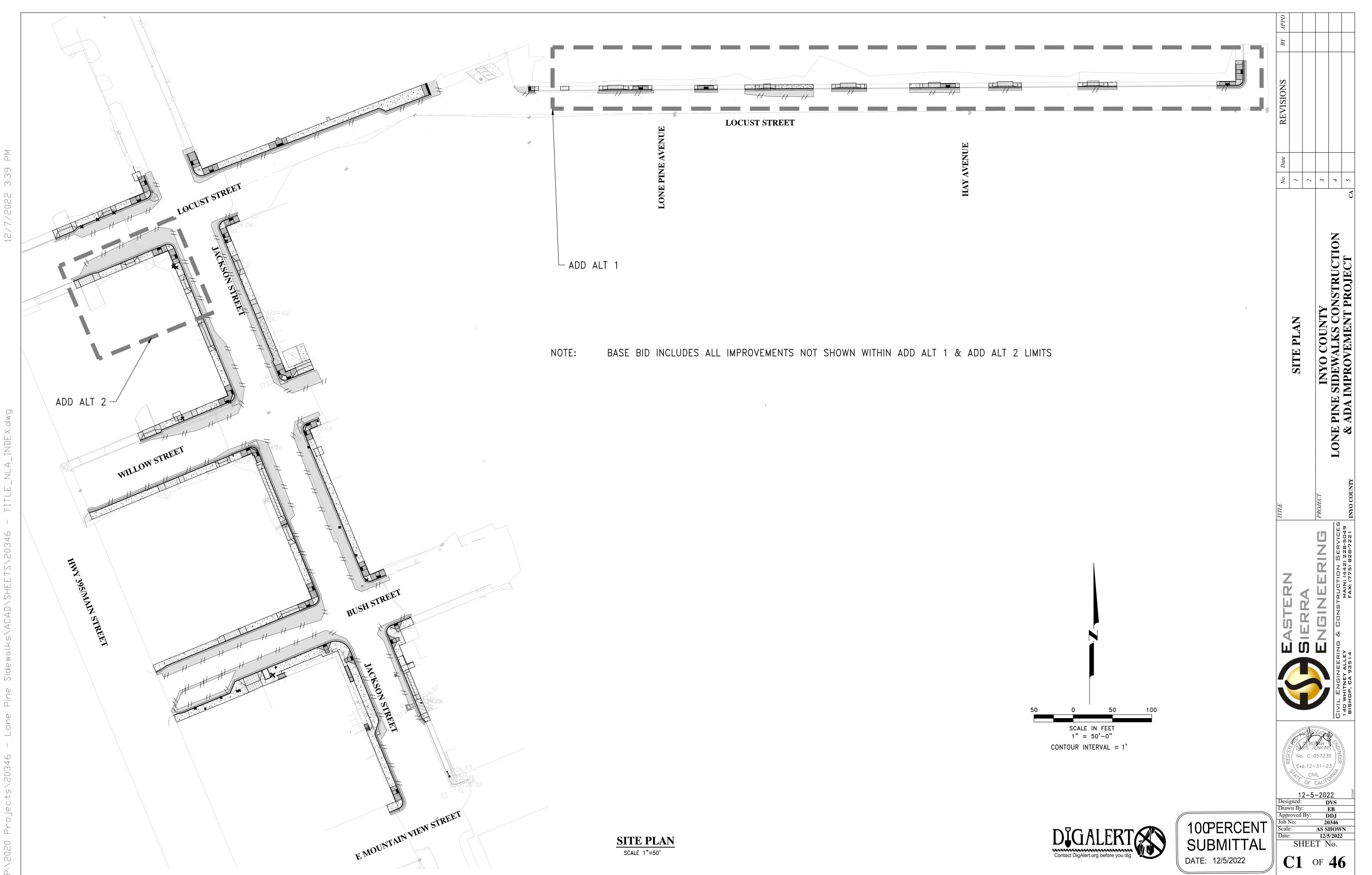
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GEND AND ABBREVIATIONS

INDEX	
N ST PLAN	"JS" 22+50 TO 25+50
N ST PLAN	"JS" 25+50 TO 28+25
N ST PLAN	"JS" 28+25 TO 31+25
PLAN	"BS" 7+00 TO 9+75
/ ST PLAN	"WL" 7+28 TO 9+50
ST PLAN	"LS" 7+28 TO 10+00
ST PLAN	"LS" 10+00 TO 12+75
ST PLAN	"LS" 12+75 TO 15+50
ST PLAN	"LS" 15+50 TO 18+50
ST PLAN	"LS" 18+50 TO 21+50
ST PLAN	"LS" 21+50 TO 24+00
UTILITIES PLAN & PROFILE	"BS" 7+25 TO 10+00
RIAN RAMPS	JACKSON ST
RIAN RAMPS	BUSH AND JACKSON INTERSECTION
RIAN RAMPS	WILLOW AND JACKSON INTERSECTION
RIAN RAMPS	LOCUST AND JACKSON INTERSECTION
RIAN RAMPS	LOCUST ST
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N ST SIGN & STRIPING PLAN	"JS" 22+50 TO 25+50
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ST SIGN & STRIPING PLAN	"LS" 15+50 TO 18+50
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ST SIGN & STRIPING PLAN	"LS" 21+50 TO 24+00
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N ST BMP PLAN	"JS" 27+25 TO 32+00
ST BMP PLAN	"LS" 10+75 TO 15+25
ST BMP PLAN	"LS" 15+25 TO 20+75
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GENERAL NOTES

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- 2. CONTRACTOR IS REQUIRED TO OBTAIN ALL NECESSARY PERMITS.
- 3. IT IS THE INTENT OF THESE PLANS AND SPECIFICATIONS THAT THE WORK PERFORMED UNDER THE CONTRACT SHALL RESULT IN A COMPLETE OPERATING SYSTEM IN SATISFACTORY WORKING CONDITION WITH RESPECT TO THE FUNCTIONAL PURPOSES OF THE INSTALLATION. IF THERE ARE ANY DISCREPANCIES REGARDING THE IMPLIED MEANING OF THESE PLANS, THE CONTRACTOR IS DIRECTED TO CONTACT THE ENGINEER IMMEDIATELY.

INYO COUNTY PUBLIC WORKS 168 NORTH EDWARDS STREET INDEPENDENCE, CA 93526 PHONE: (760) 878-0203

- 4. ALL EXCAVATION AND EMBANKMENT SHALL BE IN ACCORDANCE WITH INYO COUNTY STANDARDS.
- THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE THE CONSTRUCTION AREA UNTIL NEW DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONAL. NO FENCE OR OTHER OBSTRUCTION WHICH INTERFERES WITH DRAINAGE SHALL BE CONSTRUCTED OR ALLOWED WITHIN THE DRAINAGE/STORM DRAIN EASEMENTS.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS 6. TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH PROJECT SCOPE.
- SHOULD ANY PREHISTORIC OR HISTORIC REMAINS OR ARTIFACTS BE DISCOVERED 7. DURING CONSTRUCTION, WORK SHALL TEMPORARILY BE HALTED AT THE SPECIFIC SITE AND INYO COUNTY STAFF NOTIFIED. THE PERIOD OF TEMPORARY DELAY SHALL BE LIMITED TO A MAXIMUM OF TWO WORKING DAYS FROM THE DATE OF NOTIFICATION.
- 8. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC. THE CONSTRUCTION OF STREET IMPROVEMENTS SHALL ALLOW FOR THE PER-PETUATION OF ALL EXISTING LEGAL ACCESSES AND EXISTING DRIVEWAYS. LOCATION AND WIDTH OF ALL LEGAL ACCESSES AND DRIVEWAYS SHALL BE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION.
- PRIOR TO FINAL ACCEPTANCE AND BOND RELEASES, A CERTIFIED LEGIBLE 9. AS-BUILT DRAWING MUST BE SUBMITTED TO INYO COUNTY. AS-BUILT DRAWING MUST SHOW ALL CHANGES AND ACTUAL FIELD LOCATIONS. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AN AS-BUILT DRAWING SHOWING ALL CHANGES AND ACTUAL FIELD LOCATIONS. IN THE ABSENCE OF CHANGES, A COPY OF APPROVED DRAWINGS WILL BE REQUIRED STATING "INSTALLED AS PER DRAWINGS" AND CERTIFIED AS SUCH BY THE ENGINEER.
- 10. CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND OF INGRESS AND EGRESS TO SAID CONSTRUCTION. EXTENT OF TRANSITION TO BE DETERMINED BY THE ENGINEER.
- 11. EXISTING UTILITIES ARE LOCATED ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR THE PROTECTION OF UTILITIES AND THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN ON THE PLANS OR NOT IN THE LOCATION SHOWN ON THE PLANS. THIS INCLUDES ALL SERVICE LATERALS OF ANY KIND.
- 12. CALL UNDERGROUND SERVICE ALERT (DIGALERT 811) FOR UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
- 13. EXACT LOCATION OF ALL SAW-CUT LINES SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
- 14. CONTRACTOR SHALL GET WRITTEN APPROVAL FROM THE ENGINEER PRIOR TO USING A STAGING AREA WITHIN A RESIDENTIAL NEIGHBORHOOD. NO MATERIALS OF ANY KIND SHALL BE STOCKPILED OR CONSTRUCTION EQUIPMENT PARKED ON CONCRETE OR ASPHALT SURFACES WITHOUT APPROVAL BY THE ENGINEER.
- 15. ALL EXCESS OR UNSUITABLE MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH COUNTY CODES.
- 16. PROTECTION AND REPLACEMENT OF SURVEY MONUMENTS OR PROPERTY STAKES SHALL BE THE CONTRACTOR'S RESPONSIBILITY. REPLACEMENT OF SURVEY MONUMENTS OR PROPERTY STAKES SHALL BE DONE TO INYO COUNTY'S SATISFACTION.

- 17. THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
- 18. EXISTING TREES SHALL BE REMOVED ONLY AS DIRECTED BY THE ENGINEER, AND IN ACCORDANCE WITH RELEVANT CALIFORNIA CODES.
- 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE OFF-SITE DISPOSAL OF ALL BITUMINOUS PAVEMENT, CONCRETE AND REINFORCEMENT, AND SPOILS NOT NEEDED FOR BACKFILL AS REQUIRED BY THE ENGINEER AND PER SPECIFICATIONS.
- 20. ANY STRIPING DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTORS EXPENSE TO THE SATISFACTION OF THE ENGINEER.
- 21. THE CONTRACTOR SHALL PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP), APPROVED PRIOR TO CONSTRUCTION, AND HAVE IT ON SITE AT ALL TIMES. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN THE BMP'S, CONDUCT SELF INSPECTIONS, AND UPDATE THE SWPPP.
- SIDEWALK WEAKENED PLANE JOINTS SHALL BE LOCATED AT REGULAR INTERVALS NOT 22. EXCEEDING 1.2 TIMES THE WIDTH AND NO MORE FREQUENTLY THAN 0.8 TIMES THE WIDTH, BUT IN NO CASE SHALL REGULAR INTERVALS OF WEAKENED PLANE JOINTS IN EITHER DIRECTION EXCEED 10 FEET.

PUBLIC WORKS UTILITY NOTES

- THE CONTRACTOR SHALL SUPPORT AND PROTECT EXISTING UTILITIES WITH SECTION TO THE SATISFACTION OF THE OWNER AGENCY. SUFFICIENT TI ALLOWED TO THE OWNER AGENCY TO EXECUTE THE PROPER REMOVAL, ADJUSTMENT OF ITS UTILITIES.
- 2. THE CONTRACTOR SHALL NOTIFY RESIDENTS 1 WEEK PRIOR TO WATER S FOR WATER LINE WORK.
- 3. CONTRACTOR IS REQUIRED TO PERFORM DUST CONTROL.
- 4. CONTRACTOR SHALL MAINTAIN AN ON-GOING PROCESS FOR REMOVAL OF SPILLAGE OF EXCAVATED MATERIAL ON ALL PAVED STREETS.
- 5. A TEMPORARY COLD MIX AC PATCH IS TO BE IN PLACE AT THE END OF EACH WORK DAY WHERE THE BACKFILL IN THE TRENCH IS COMPLETED PRIOR TO OPENING THE WORK AREA BACK TO THE TRAFFIC AND IS TO MAINTAINED BY THE CONTRACTOR. A PERMANENT PATCH IS TO BE IN PL WITHIN THIRTY DAYS AFTER THE INSTALLATION OF THE TEMPORARY PATC
- 6. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL MANHOLES PIPELINES DURING THE LIFE OF THE CONTRACT.
- 7. SEE SHEET C3 FOR ADDITIONAL UTILITY NOTES.

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TRAFFIC NOTES

- 1. ANY EXISTING TRAFFIC CONTROL DEVICES AND, OR SIGNS SHALL BE MAINTAINED DURING THE PERIOD OF CONSTRUCTION, AND SHALL BE REPOSITIONED, AS REQUIRED, PER THE ENGINEER, UPON COMPLETION OF THE PROJECT.
- 2. TRAFFIC, SCHOOL, OR STREET SIGNS OF ANY KIND ARE NOT TO BE MOVED FOR ANY REASON WITHOUT FIRST OBTAINING PERMISSION FROM INYO COUNTY, EXCEPT AS SHOWN ON THESE PLANS. OR AS APPROVED BY THE ENGINEER.
- 3. THE CONTRACTOR SHALL SUBMIT, FOR APPROVAL, A TRAFFIC CONTROL PLAN TO THE ENGINEER PRIOR TO PERFORMING ANY WORK IN THE PUBLIC RIGHT-OF-WAY.
- 4. BEFORE ANY WORK IS STARTED IN STREET RIGHT-OF-WAY, THE CONTRACTOR SHALL INSTALL ALL ADVANCE WARNING SIGNS FOR THE CONSTRUCTION ZONE. THE CONTRACTOR SHALL INSTALL TEMPORARY STOP SIGNS AT ALL NEW STREET ENCROACHMENTS INTO EXISTING PUBLIC STREETS IMMEDIATELY AFTER THE FIRST GRADING WORK IS ACCOMPLISHED AND SHALL MAINTAIN SAID SIGNS UNTIL PERMANENT SIGNS ARE INSTALLED. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" - CURRENT EDITION AND BE APPROVED BY INYO COUNTY BEFORE CONSTRUCTION BEGINS.

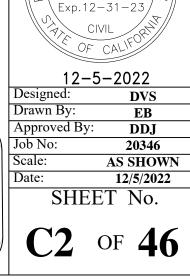
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		(P) ALLEY		

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	EC EB EG EL, ELEV	END OF CURVE ELECTRIC BOX EXISTING GROUND ELEVATION	SD SDMH SF	STORM DRAIN STORM DRAIN MANHOLE SQUARE FOOT		Ż	1	Ш		MAIN:
	EP, EOP EVC EXIST, EX	EDGE OF PAVING END OF VERTICAL CURVE	SHT STA STD	SHEET STATION STANDARD			Ŷ	Z	L S Z	-
	FG FH FL	FINISHED GRADE FIRE HYDRANT	SW T T, TEL	SIDEWALK TANGENT DISTANCE TELEPHONE	Ü		r L	() 7	ہ ח	
	F-0 FT	FLOWLINE FIBER OPTIC FOOT	TBC TR	TOP BACK OF CURB TRANSITE PIPE/ASBESTOS CONCRETI PIPE		1 64	Ŋ			E≺
	G GB GV	GAS GRADE BREAK GAS VALVE	TYP UB UGE	TYPICAL UTILITY BOX					LLI	VALLE
	HGT HORIZ. HP	HEIGHT HORIZONTAL HIGH POINT	UGT VC	UNDERGROUND ELECTRIC LINE UNDERGROUND TELEPHONE LINE VERTICAL CURVE			-		Z	¥ I T N E ✓
	IE IN JS	INVERT ELEVATION INCH JACKSON STREET	VERT VG W	VERTICAL VALLEY GUTTER WEST & WATER					ΪL	
	L LF LS	LENGTH LINEAL FEET LOCUST STREET	WM WS WV	WATER METER WILLOW STREET WATER VALVE			-		Ū	- 4
	LS LT LP LVC	LEFT LOW POINT LENGTH OF VERTICAL CURVE) Exp		~	14	
						$\frac{12}{\text{gned}}$	2-5-	-202	2 VS	
					Drav	vn By: roved]		F D	EB DJ	







LOCUST STREET - UTILITY LOCATION INDEX

	STRUCTURE	TABLE	
STRUCTURE NAME	STATION	OFFSET	COMMENTS
TYPE A INLET 11	STA "LS" 7+41.72	OFF 27.92 L	
WV 26	STA "LS" 8+53.00	OFF 31.57 L	ADJUST TO GRADE TOP NUT ELEV 3726.8'
WV 24	STA "LS" 8+53.44	OFF 23.02 R	ADJUST TO GRADE
WV 23	STA "LS" 8+54.74	OFF 24.43 R	ADJUST TO GRADE
WV 25	STA "LS" 8+56.79	OFF 23.05 R	ADJUST TO GRADE
UTILITY POST 5	STA "LS" 8+59.24	OFF 32.70 R	RELOCATE
CB8	STA "LS" 10+43.47	OFF 38.07 R	
WM3	STA "LS" 10+81.28	OFF 37.24 R	
WM4	STA "LS" 11+37.20	OFF 30.02 L	ADJUST TO GRADE
WV 18	STA "LS" 11+38.48	OFF 35.45 L	ADJUST TO GRADE TOP NUT ELEV 3724.7
MON 18	STA "LS" 12+09.92	OFF 30.33 R	
SSMH 5	STA "LS" 12+46.65	OFF 7.49 R	
UTILITY POST 6	STA "LS" 13+10.77	OFF 21.63 L	PROTECT IN PLACE
MON 19	STA "LS" 13+16.70	OFF 0.00 L	
SSMH 6	STA "LS" 14+49.39	OFF 34.35 L	ADJUST TO GRADE
WM5	STA "LS" 14+59.42	OFF 31.79 L	ADJUST TO GRADE
MON 22	STA "LS" 14+62.30	OFF 35.97 L	
MON 20	STA "LS" 14+62.31	OFF 36.04 R	
MON 21	STA "LS" 14+62.34	OFF 4.02 R	
WM6	STA "LS" 14+87.57	OFF 35.53 L	
WM7	STA "LS" 15+86.85	OFF 35.78 L	
UTILITY POST 7	STA "LS" 16+02.89	OFF 37.25 L	PROTECT IN PLACE
MON 23	STA "LS" 16+47.89	OFF 2.99 R	
MON 24	STA "LS" 16+47.90	OFF 0.00 R	
SSMH 7	STA "LS" 16+48.46	OFF 17.14 L	
WM8	STA "LS" 16+90.48	OFF 35.47 L	
WM9	STA "LS" 16+90.53	OFF 38.22 L	
WV 19	STA "LS" 18+26.64	OFF 37.74 L	
WM10	STA "LS" 19+63.98	OFF 36.90 L	
WM11	STA "LS" 19+65.83	OFF 38.84 L	
WV 20	STA "LS" 19+98.44	OFF 21.10 L	
WV 21	STA "LS" 20+01.91	OFF 13.11 L	
SSMH 8	STA "LS" 20+23.54	OFF 17.15 L	
MON 25	STA "LS" 20+24.19	OFF 3.00 R	
MON 26	STA "LS" 20+24.23	OFF 0.00 L	
WM12	STA "LS" 22+77.60	OFF 31.66 L	
MON 27	STA "LS" 23+63.33	OFF 2.19 R	
SSMH 9	STA "LS" 24+03.11	OFF 16.62 L	
MON 29	STA "LS" 24+03.19	OFF 0.01 L	
MON 28	STA "LS" 24+03.20	OFF 2.98 R	
SSMH 10	STA "LS" 24+04.32	OFF 25.84 L	

WILLOW SIKEEI - UTILITY LOCATION INDEX

-					
STRUCTURE TABLE					
STRUCTURE NAME	STATION	OFFSET	COMMENTS		
MON 12	STA "WL" 7+39.95	OFF 0.39 R			
TYPE A INLET 15	STA "WL" 7+41.62	OFF 27.24 L			
TYPE A INLET 14	STA "WL" 7+42.42	OFF 28.70 R			
MON 11	STA "WL" 8+05.54	OFF 34.43 L			
TYPE A INLET 13	STA "WL" 8+41.94	OFF 29.15 R			
TYPE A INLET 12	STA "WL" 8+43.22	OFF 27.80 L			
SSMH 3	STA "WL" 8+47.92	OFF 9.49 R			
WV 33	STA "WL" 8+51.12	OFF 31.23 L	ADJUST TO GRADE TOP NUT ELEV 3723.46'		
WV 27	STA "WL" 8+51.52	OFF 22.64 R			
WV 30	STA "WL" 8+52.78	OFF 21.45 R			
WV 28	STA "WL" 8+52.90	OFF 23.95 R			
WV 29	STA "WL" 8+53.91	OFF 22.76 R			
UTILITY POST 4	STA "WL" 8+60.12	OFF 30.03 L	RELOCATE		
CB 9	STA "WL" 8+61.23	OFF 37.02 L			
WV 40	STA "WL" 9+10.47	OFF 38.62 R	ADJUST TO GRADE TOP NUT ELEV 3723.01'		
WM15	STA "WL" 9+14.70	OFF 28.59 L	RELOCATE		
WM14	STA "WL" 9+36.86	OFF 34.84 R	ADJUST TO GRADE		

	C.	TRUCTURE	
STRUCTURE NAME	STATION	OFFSET	COMMENTS
MON 1	STA "JS" 22+79.48	OFF 0.00 L	
TYPE A INLET 4	STA "JS" 24+08.82	OFF 27.52 L	
CB1	STA "JS" 24+19.38	OFF 33.89 L	
CB2	STA "JS" 24+20.39	OFF 41.07 L	
WV 16	STA "JS" 24+22.12	OFF 34.60 L	
WV 17	STA "JS" 24+22.85	OFF 41.12 R	
WM13	STA "JS" 24+23.22	OFF 38.03 R	INSTALL TRAFFIC RATED LID ADJUST TO GRADE
TYPE A INLET 5	STA "JS" 24+24.17	OFF 21.23 R	
T1	STA "JS" 24+68.39	OFF 21.33 R	
MON 2	STA "JS" 25+25.13	OFF 35.00 L	
WV 5	STA "JS" 25+34.43	OFF 9.43 R	
WV 7	STA "JS" 25+34.45	OFF 11.68 R	
WV 10	STA "JS" 25+34.46	OFF 26.55 R	
WV 8	STA "JS" 25+35.41	OFF 11.17 R	TOP NUT ELEV 3724.17'
WV 6	STA "JS" 25+35.50	OFF 8.93 R	
WV 9	STA "JS" 25+36.48		
MON 3	STA "JS" 25+59.46	OFF 0.00	
CB3	STA "JS" 25+89.11	OFF 47.37 R	RELOCATE
STREET LIGHT 1	STA "JS" 25+89.71	OFF 25.56 R	RELOCATE
MON 5	STA "JS" 25+92.75	OFF 36.01 L	
MON 4	STA "JS" 25+95.04	OFF 24.37 R	
MON 6	STA "JS" 25+98.40	OFF 39.95 L	
MON 7	STA "JS" 25+99.44	OFF 38.93 L	
CB5	STA "JS" 27+95.14	OFF 39.44 L	
CB4	STA "JS" 28+01.63	OFF 37.26 R	RELOCATE
FH2	STA "JS" 28+06.82	OFF 53.39 R	
TYPE A INLET 7	STA "JS" 28+09.49	OFF 30.77 R	
TYPE A INLET 6	STA "JS" 28+09.51	OFF 30.49 L	
(P) WV F	STA "JS" 28+14.54	OFF 53.36 R	PROPOSED
WV 11	STA "JS" 28+16.16	OFF 9.25 R	
WV 12	STA "JS" 28+16.16	OFF 11.38 R	
WV 13	STA "JS" 28+16.19	OFF 40.09 R	
MON 9	STA "JS" 28+39.55	OFF 0.00	
TYPE A INLET	STA "JS" 28+66.30	OFF 32.74 L	
TYPE A INLET 8	STA "JS" 28+67.91	OFF 30.94 R	
CB7	STA "JS" 28+72.91	OFF 37.26 R	
UTILITY POST 3	STA "JS" 28+75.55	OFF 32.62 R	PROTECT IN PLACE
CB6	STA "JS" 28+75.73	OFF 69.80 L	REPLACED WITH FLUSH BOX & ADJUST TO GRADE
MON 10	STA "JS" 28+79.38	OFF 40.05 R	
F01	STA "JS" 29+47.30	OFF 27.35 R	ADJUST TO GRADE
MON 14	STA JS 29+47.30 STA JS 29+75.58	OFF 38.64 L	
MON 14 MON 13	STA JS 29+75.58 STA "JS" 29+76.54	OFF 30.04 L	
MON 15	STA "JS" 29+77.72	OFF 39.87 L	
WV 14	STA "JS" 30+91.87	OFF 14.47 R	
WV 15	STA "JS" 30+92.93	OFF 9.98 R	
WV 34	STA "JS" 30+95.15	OFF 9.79 R	
MON 16	STA "JS" 31+19.18	OFF 0.00	
TYPE A INLET 9	STA "JS" 31+46.68	OFF 28.53 L	
STREET LIGHT 2	STA "JS" 31+56.29	OFF 28.97 L	RELOCATE
T2	STA "JS" 31+64.25	OFF 37.34 R	FO MANHOLE ADJUST TO GRADE

JACKSON STREET - UTILITY LOCATION INDEX

- BEFORE ANY EXCAVATION IS STARTED.
- CATCH BASINS PER APPROVED SWPPP OR AS PER DETAIL.
- 5. ALL BMP'S SHALL BE MAINTAINED AND KEPT CLEAR OF DEBRIS BUILD UP.
- 7. SEE SHEET C2 FOR ADDITIONAL UTILITY NOTES.

- VERIFY ADEQUATE PIPE COVER PRIOR TO CONSTRUCTION ACTIVITIES.

BUSH STREET - UTILITY LOCATION INDEX

	STRUCTU	RE TABLE			
STRUCTURE NAME	STATION	OFFSET	COMMENTS		
TYPE A INLET 3	STA "BS" 7+42.38	OFF 28.49 R			
SSMH 2	STA "BS" 8+48.61	OFF 7.74 L			
WV 38	STA "BS" 8+50.89	OFF 23.17 R	REMOVE. INSTALL BLIND FLG		
(P) WV A	STA "BS" 8+51.40	OFF 5.96 R	PROPOSED		
WV 37	STA "BS" 8+52.30	OFF 20.07 R	ABANDON IN "ON" POSITION.		
WV 35	STA "BS" 8+53.20	OFF 25.03 R	ABANDON IN "ON" POSITION.		
(P) WV C	STA "BS" 8+53.20	OFF 3.96 R	PROPOSED		
(P) WV D	STA "BS" 8+53.22	OFF 8.05 R	PROPOSED		
WV 39	STA "BS" 8+54.59	OFF 32.42 R	ADJUST TO GRADE TOP NUT ELEV 3726.64'		
(P) WV B	STA "BS" 8+55.31	OFF 5.88 R	PROPOSED		
WV 36	STA "BS" 8+55.55	OFF 23.42 R	REMOVE. INSTALL BLIND FLG		
UTILITY POST 2	STA "BS" 8+56.85	OFF 42.65 L	DO NOT DISTURB		
MON 8	STA "BS" 8+59.73	OFF 39.67 L			
FH1	STA "BS" 8+84.09	OFF 22.93 R			
(P) WV E	STA "BS" 8+84.13	OFF 7.16 R	PROPOSED		
WM1	STA "BS" 9+02.21	OFF 30.98 R			
WM2	STA "BS" 9+29.26	OFF 37.84 L	INSTALL TRAFFIC RATED LID. ADJUST TO GRADE		
UTILITY POST 1	STA "BS" 9+58.38	OFF 31.73 R	PROTECT IN PLACE		

UTILITY NOTES:

1. EXISTING UTILITIES ARE LOCATED ON THE PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR THE PROTECTION OF UTILITIES AND THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES EITHER NOT SHOWN ON THE PLANS OR NOT IN THE EXACT LOCATION SHOWN ON THE PLANS. THIS INCLUDES ALL SERVICE LATERALS OF ANY KIND.

2. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF ALL UNDERGROUND FACILITIES WHERE SUCH FACILITIES MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF THE IMPROVEMENTS SHOWN ON THESE PLANS. UTILITIES SHOWN ARE FROM AVAILABLE RECORDS AND FIELD MEASUREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. CALL "DIG ALERT" AT 800-422-4133 TWO (2) DAYS MINIMUM TO FOURTEEN (14) DAYS MAXIMUM

3. CONTRACTOR TO BE AWARE THAT DEPTH TO WATER PIPES ARE ASSUMED DEPTHS BASED ON DEPTH TO VALVE NUT.

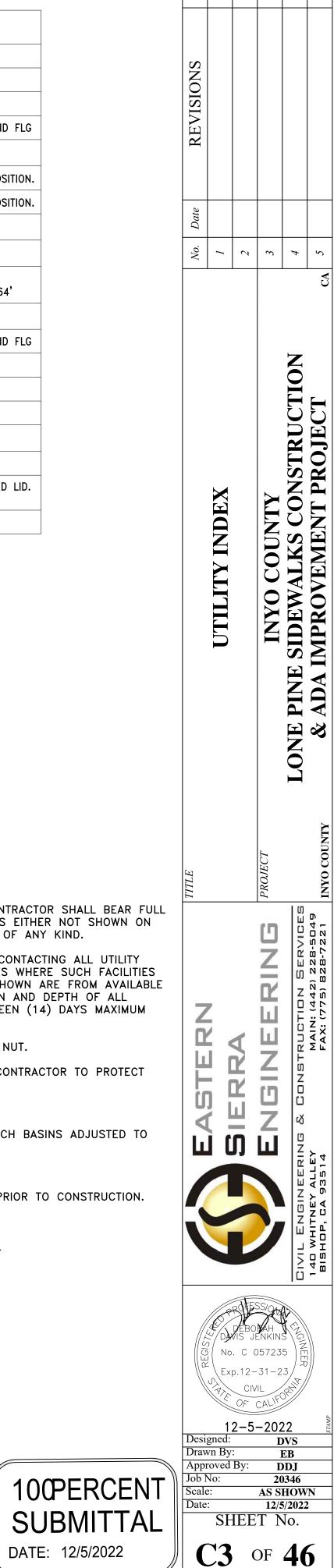
4. CONTRACTOR TO USE CONTAINMENT DEVICES IN ALL MANHOLES AND CATCH BASINS DURING CONSTRUCTION. CONTRACTOR TO PROTECT

6. CONTRACTOR WILL BE REQUIRED TO REMOVE ALL BMP'S, VACUUM, CLEAN AND GROUT ALL MANHOLES AND CATCH BASINS ADJUSTED TO GRADE AND CLEAN ALL WATER / GAS VALVE BOXES PRIOR TO FINAL ACCEPTANCE AND BOND RELEASE.

8. CONTRACTOR SHALL POTHOLE AND VERIFY LOCATION AND DEPTH OF ALL STORM DRAIN MAINS AND LATERALS PRIOR TO CONSTRUCTION. 9. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITY POLES DURING CONSTRUCTION ACTIVITIES.

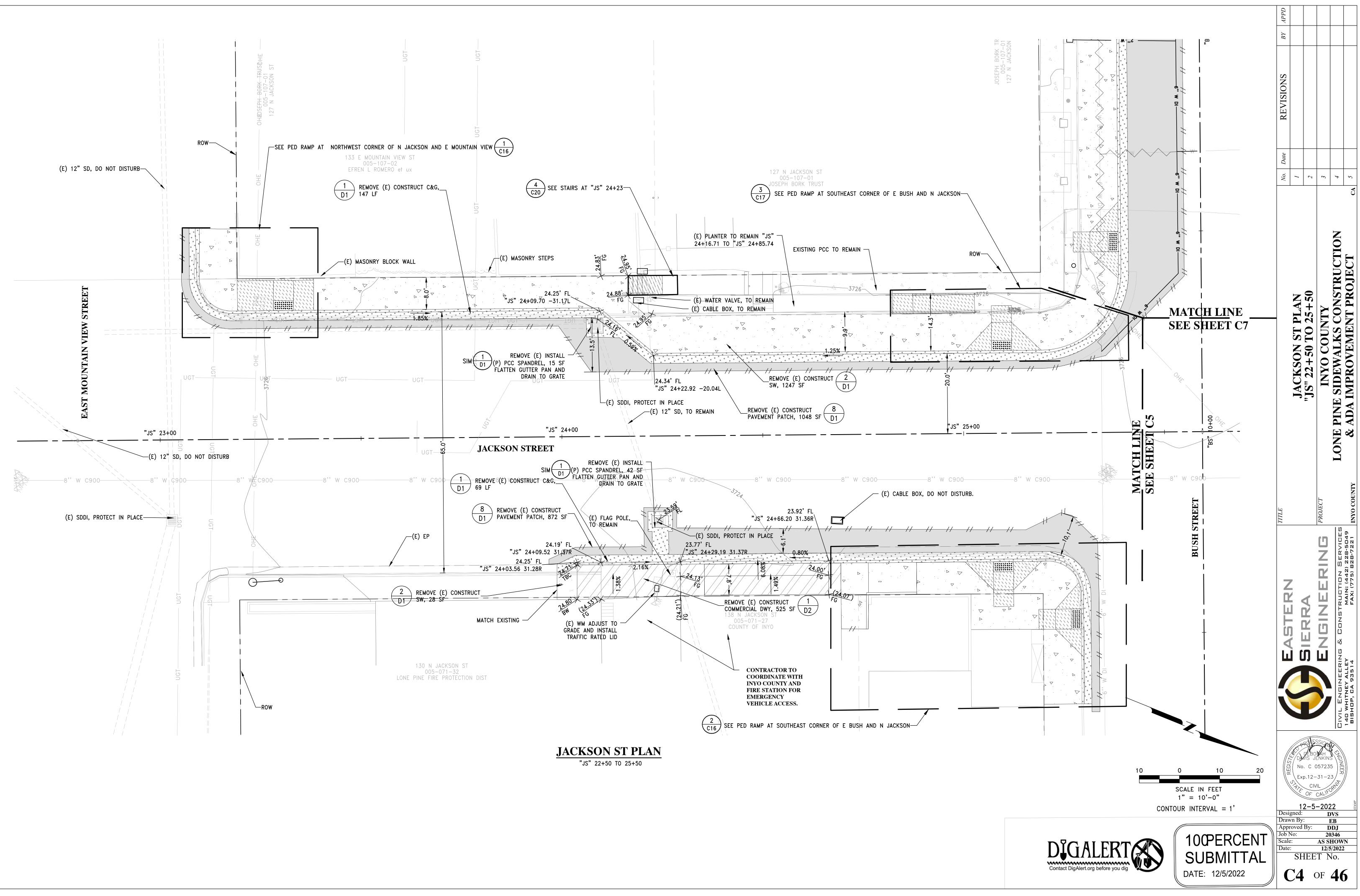
10. CONTRACTOR SHALL PROTECT ALL WATER VALVES WITHIN THE RECONSTRUCTED ROADWAYS. CONTRACTOR SHALL





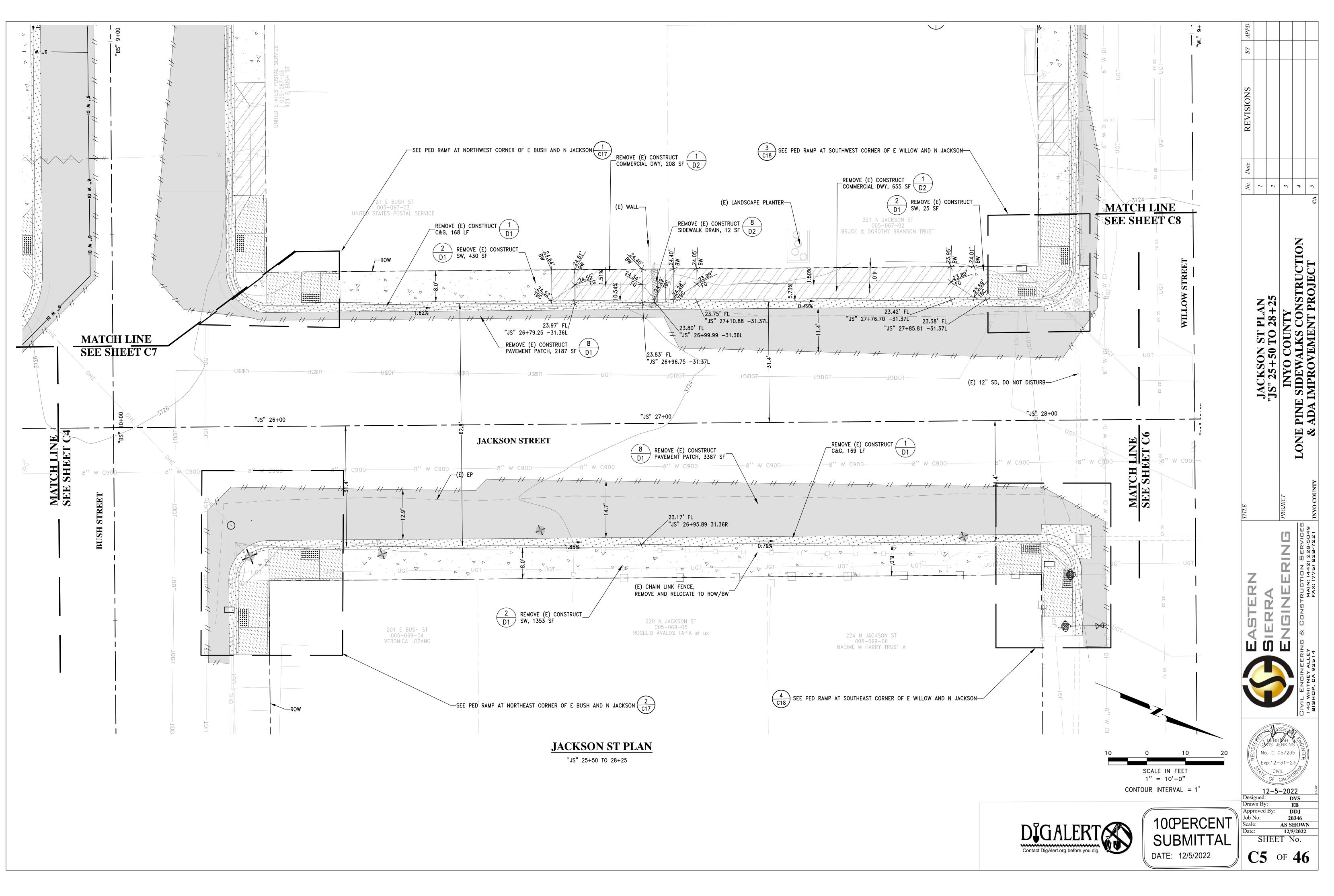
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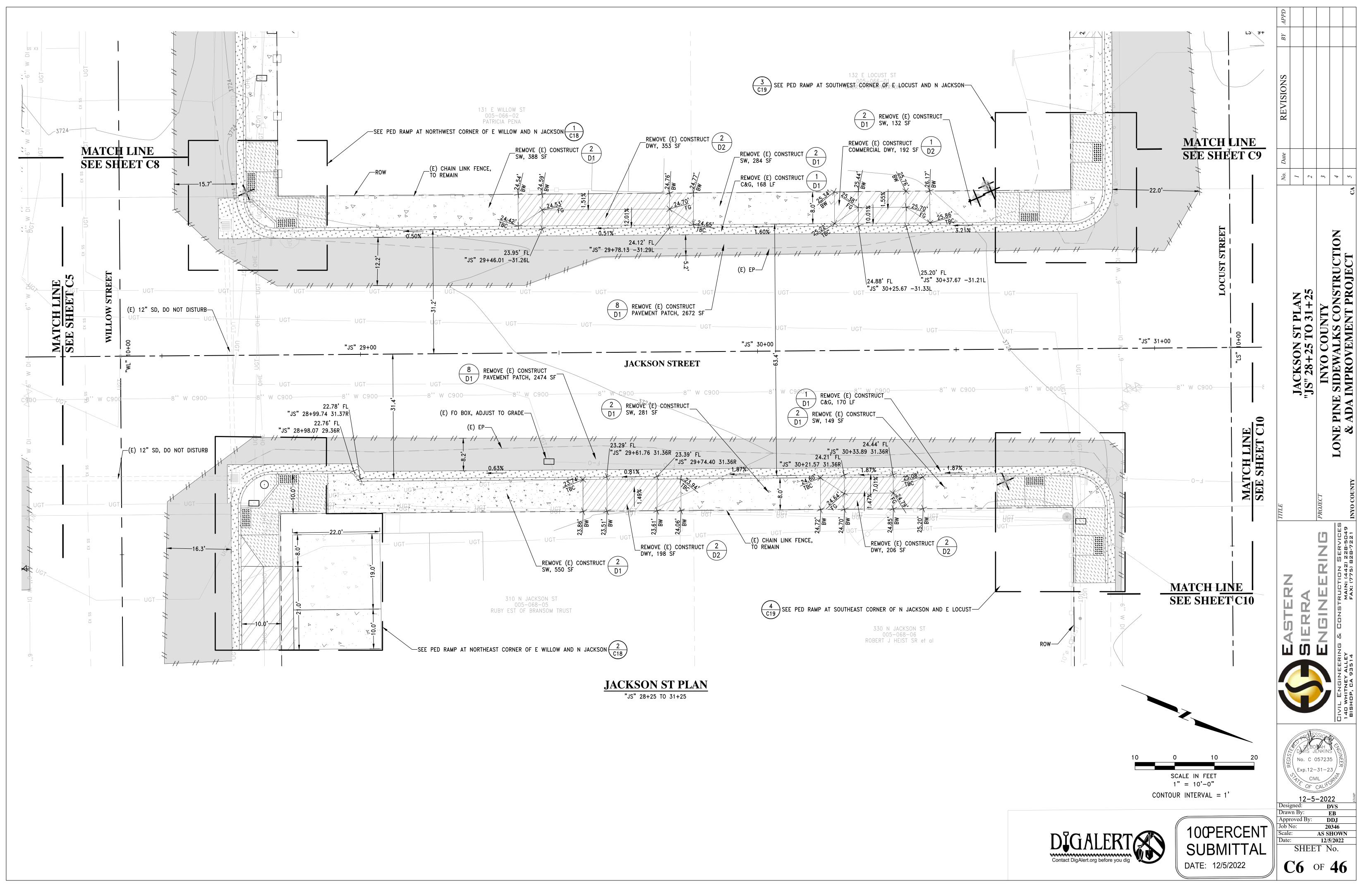
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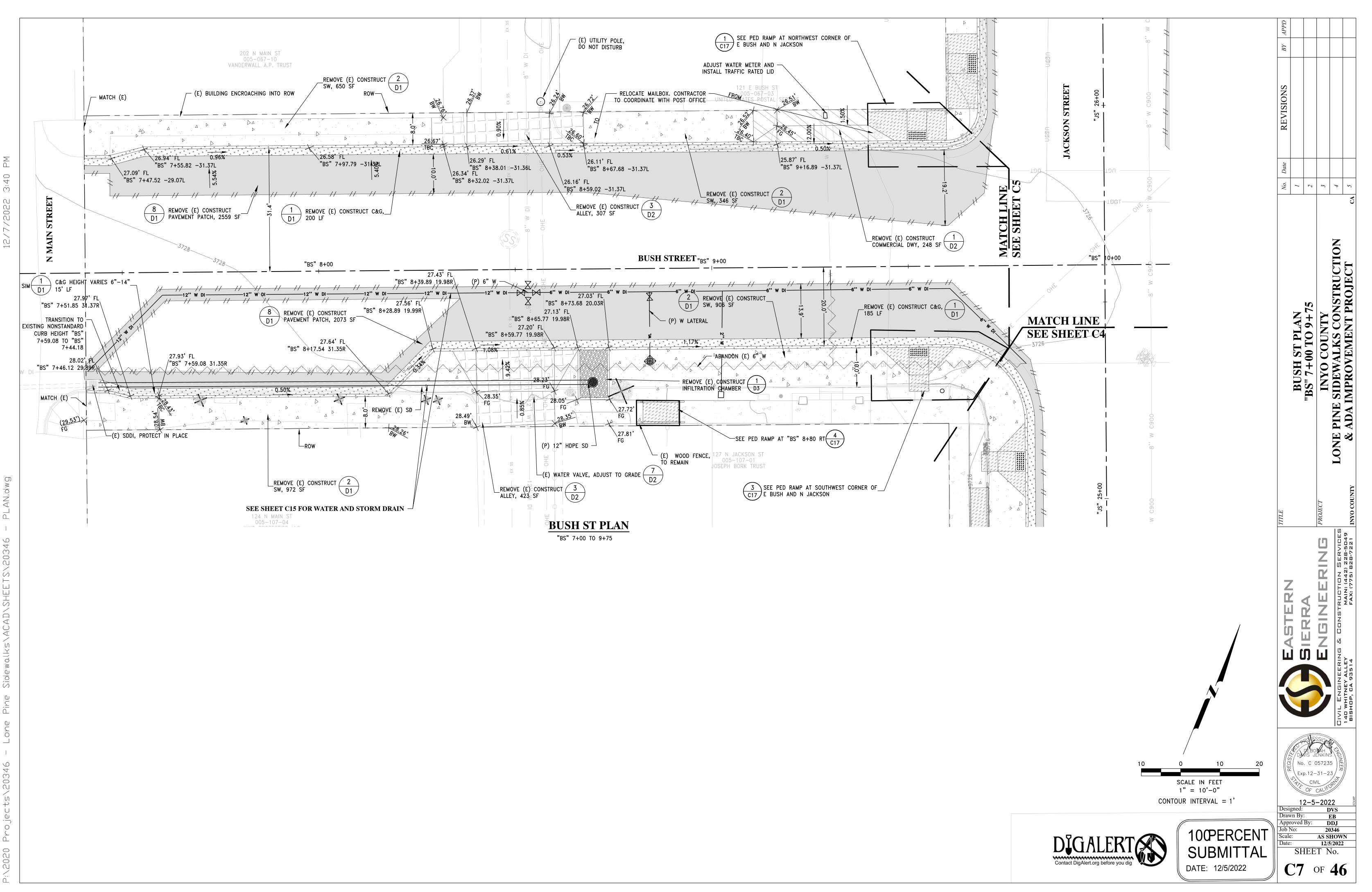
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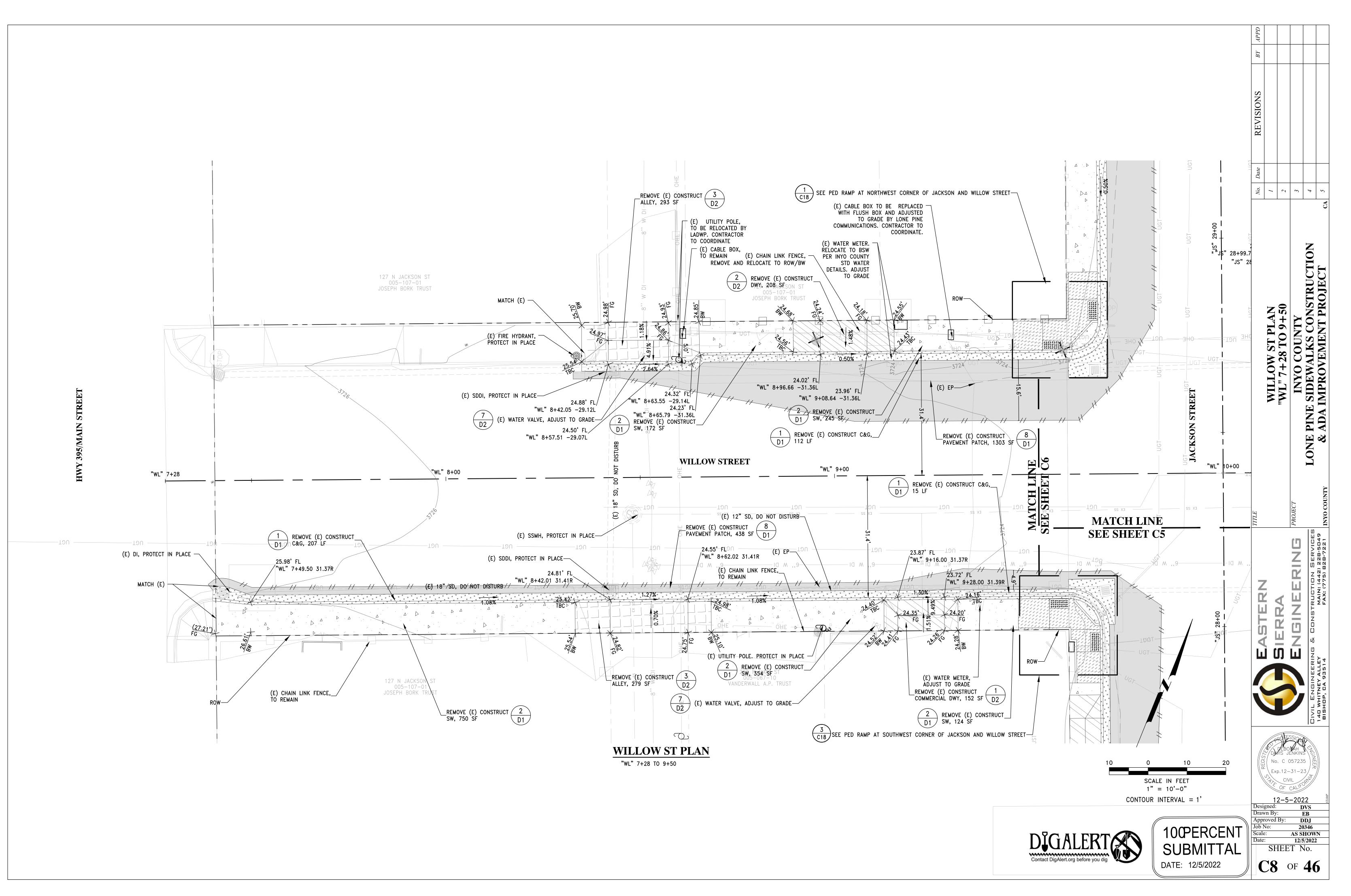


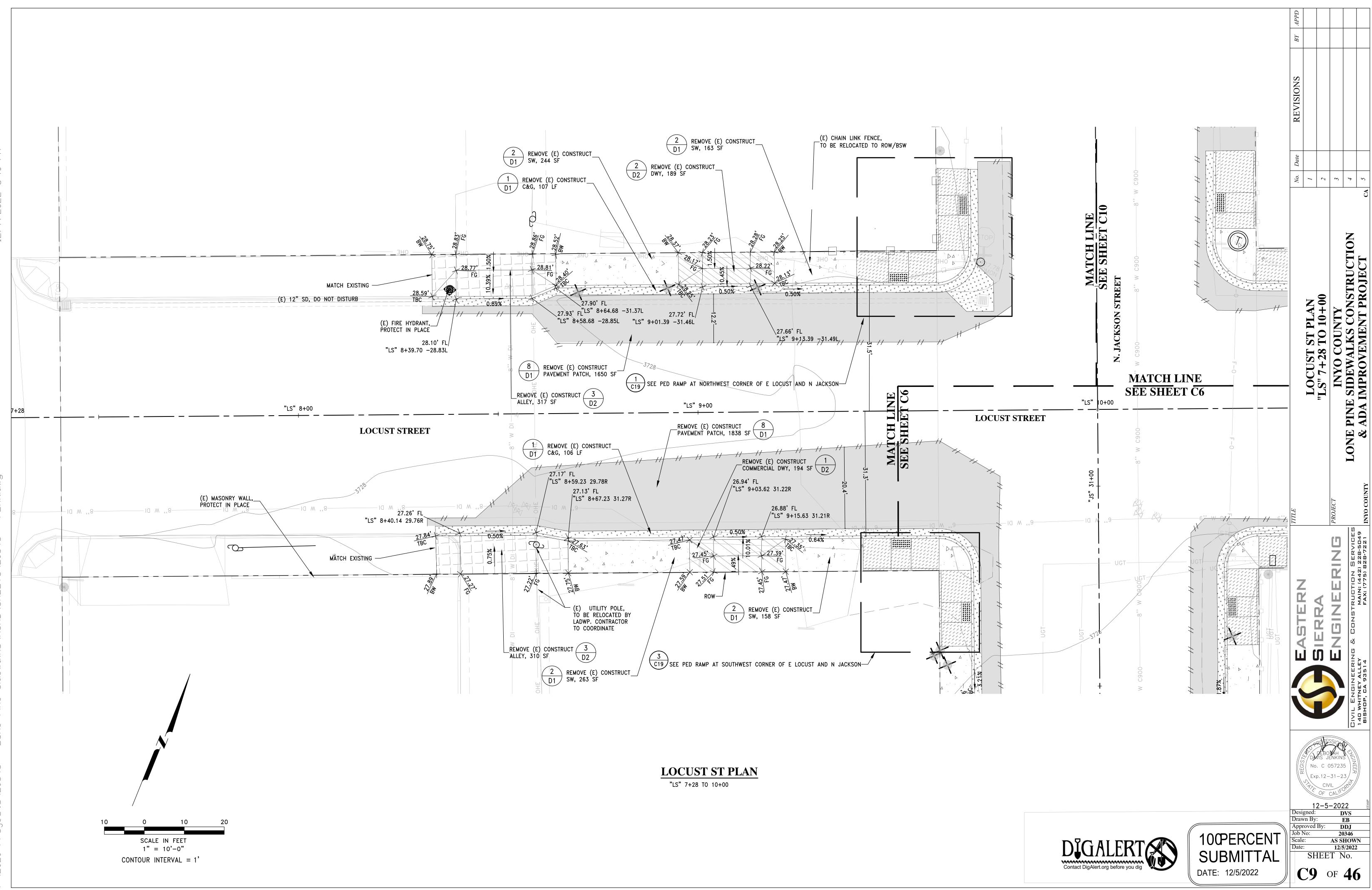
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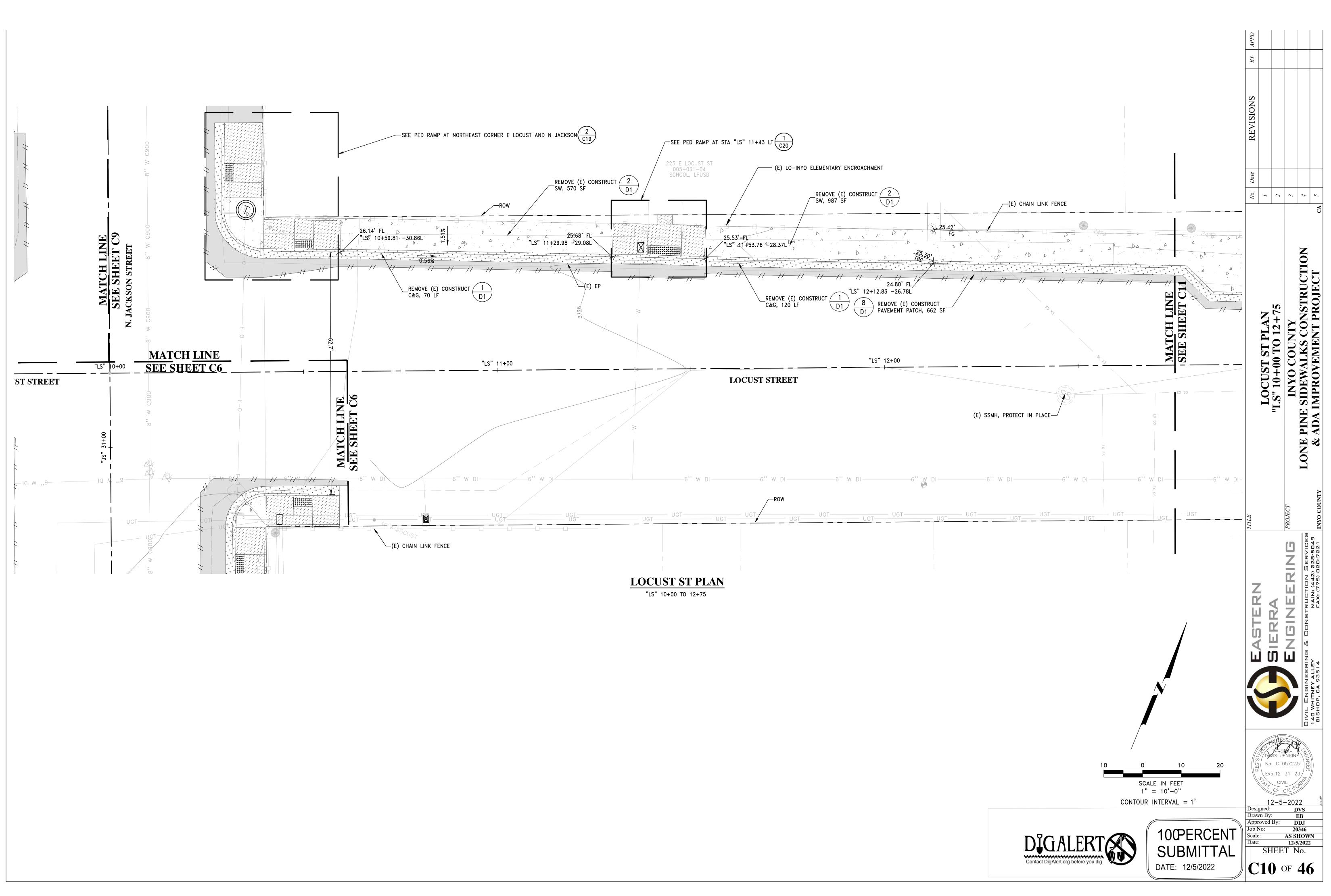




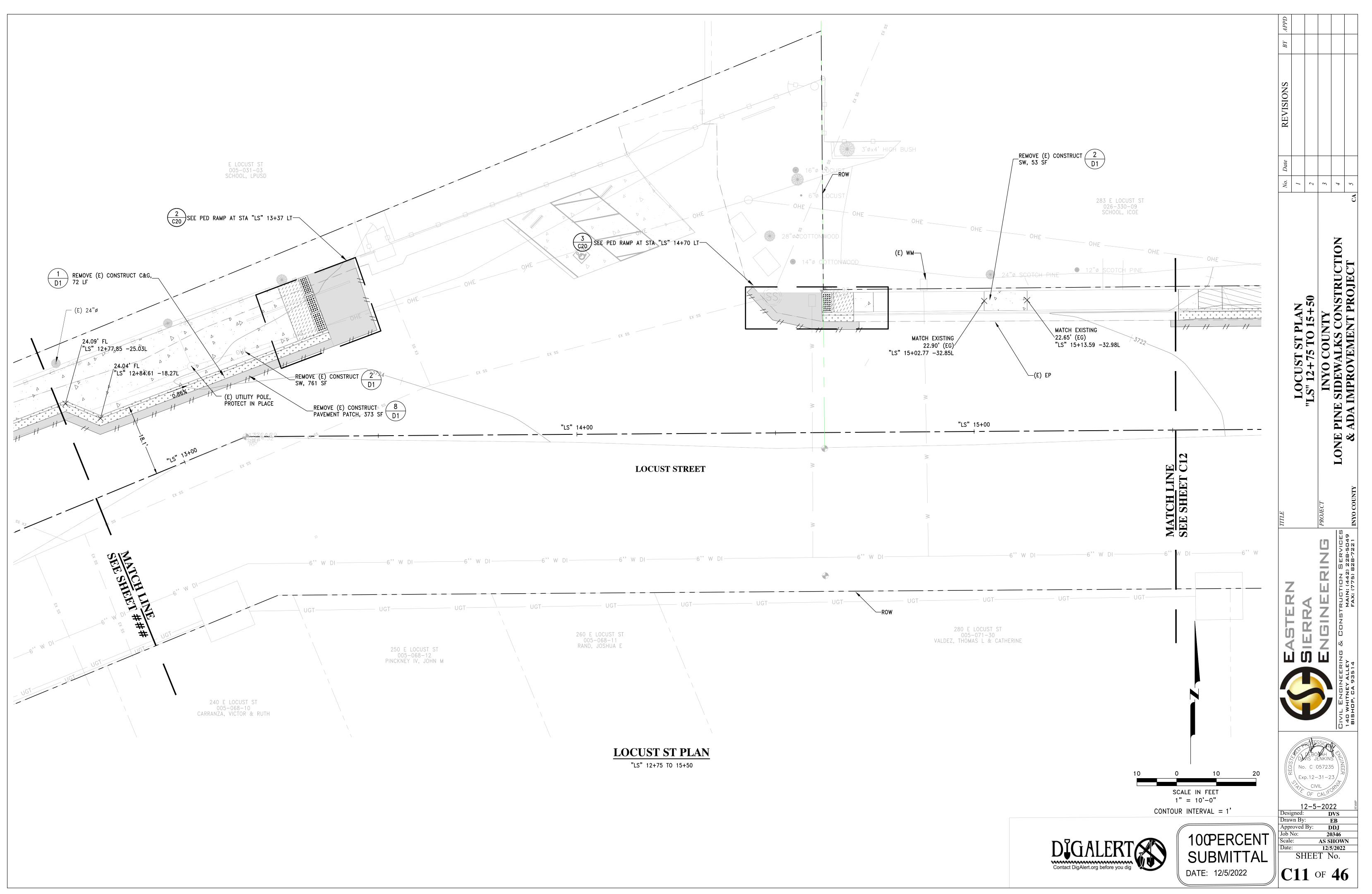
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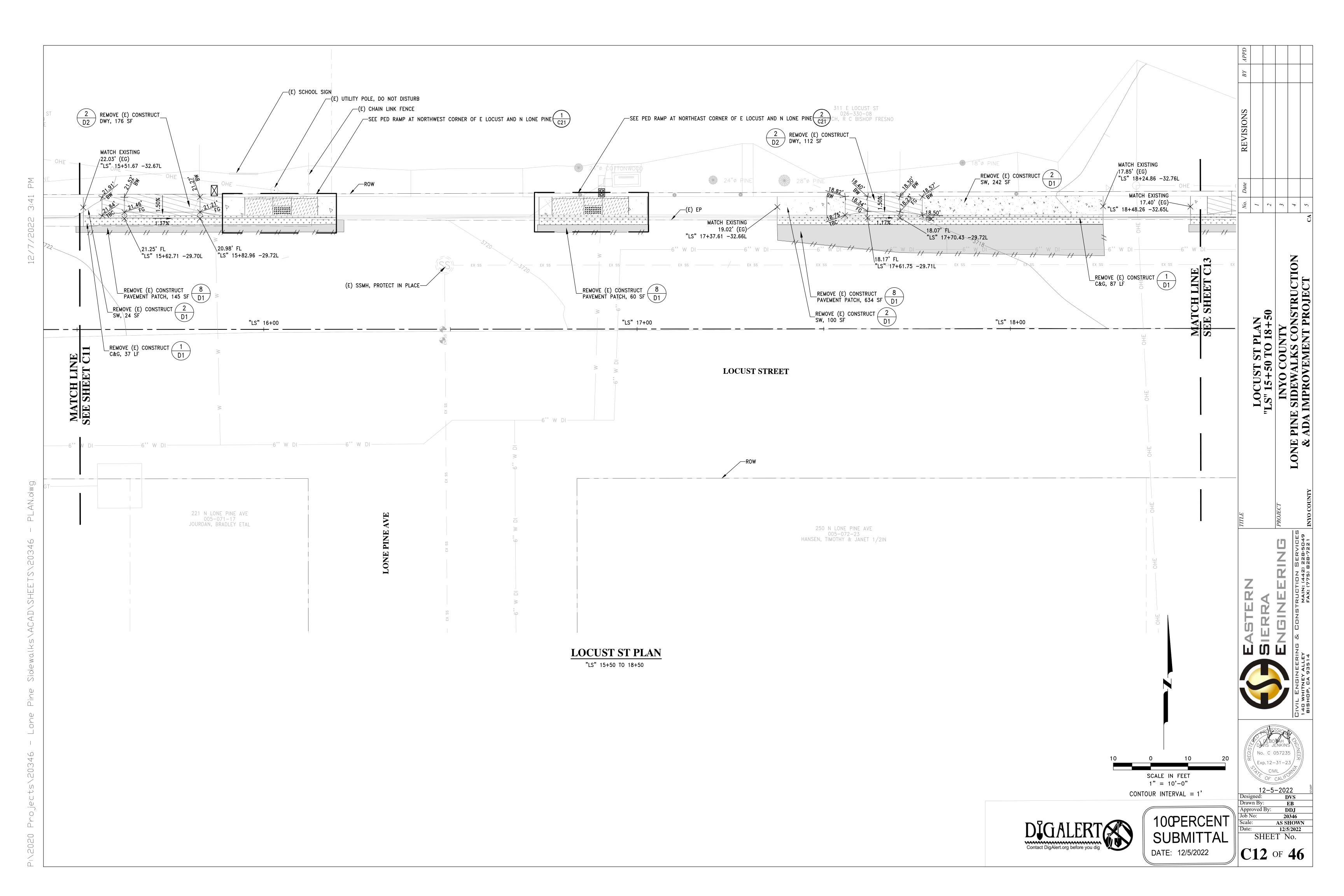


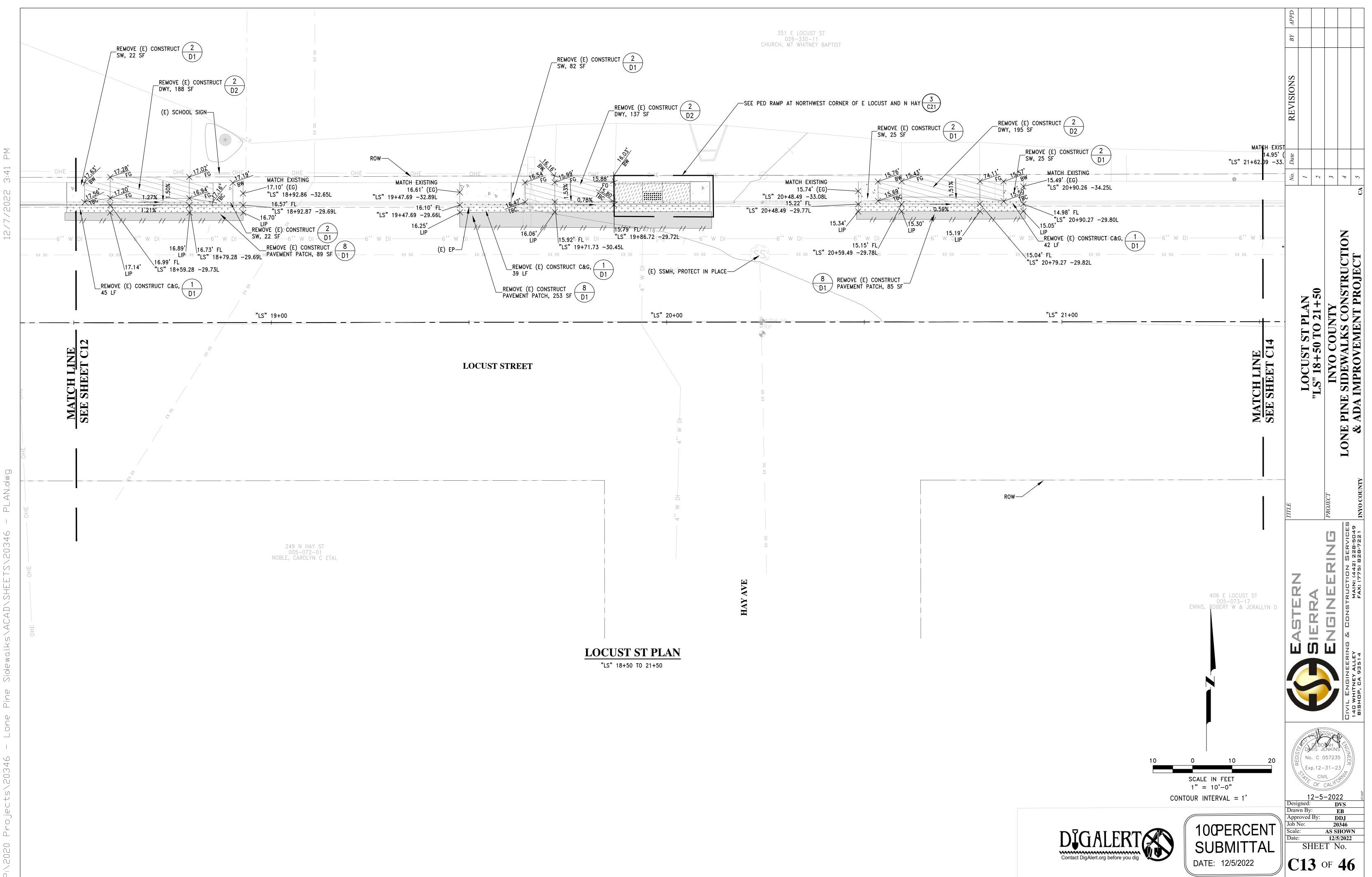
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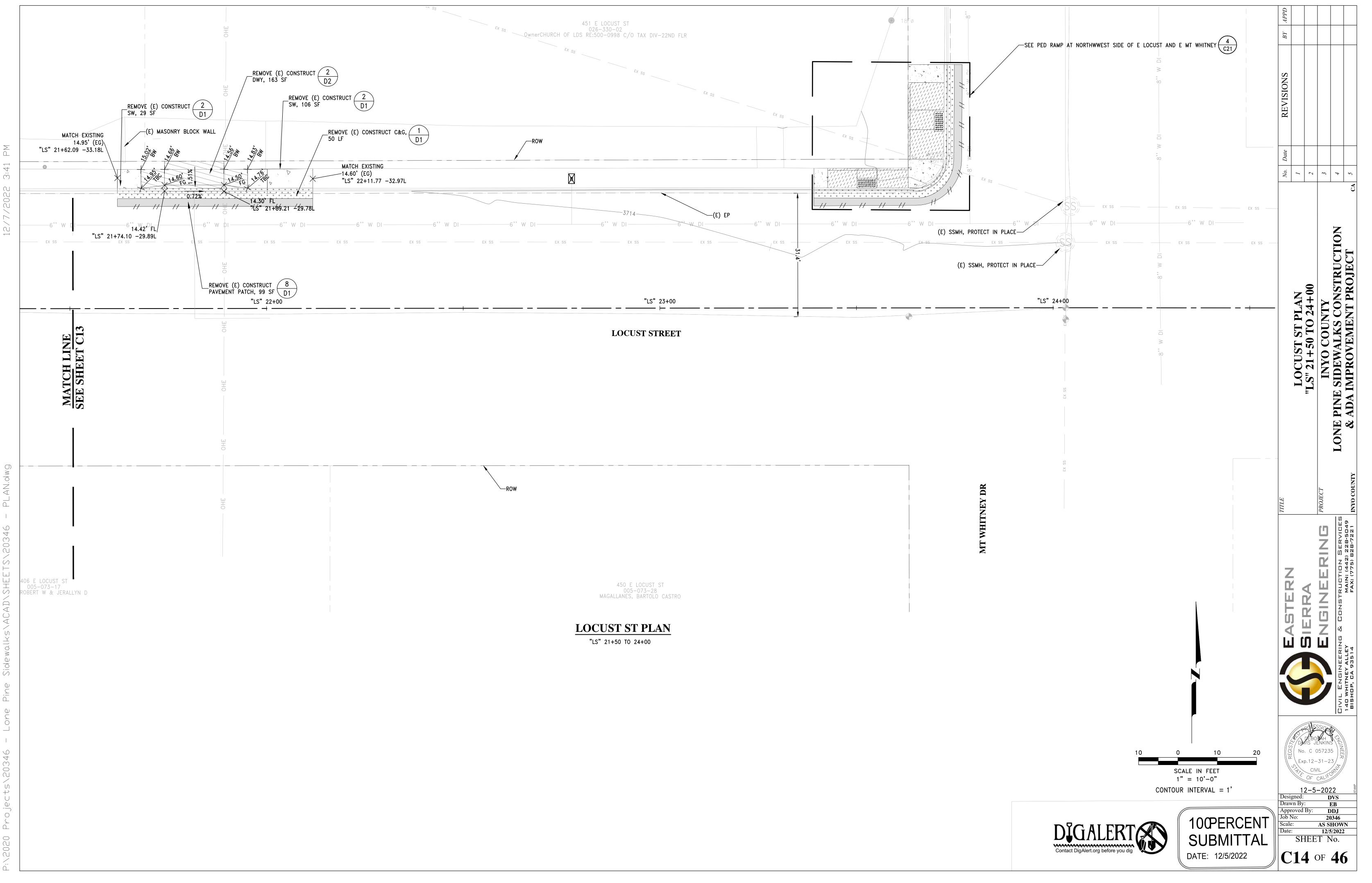
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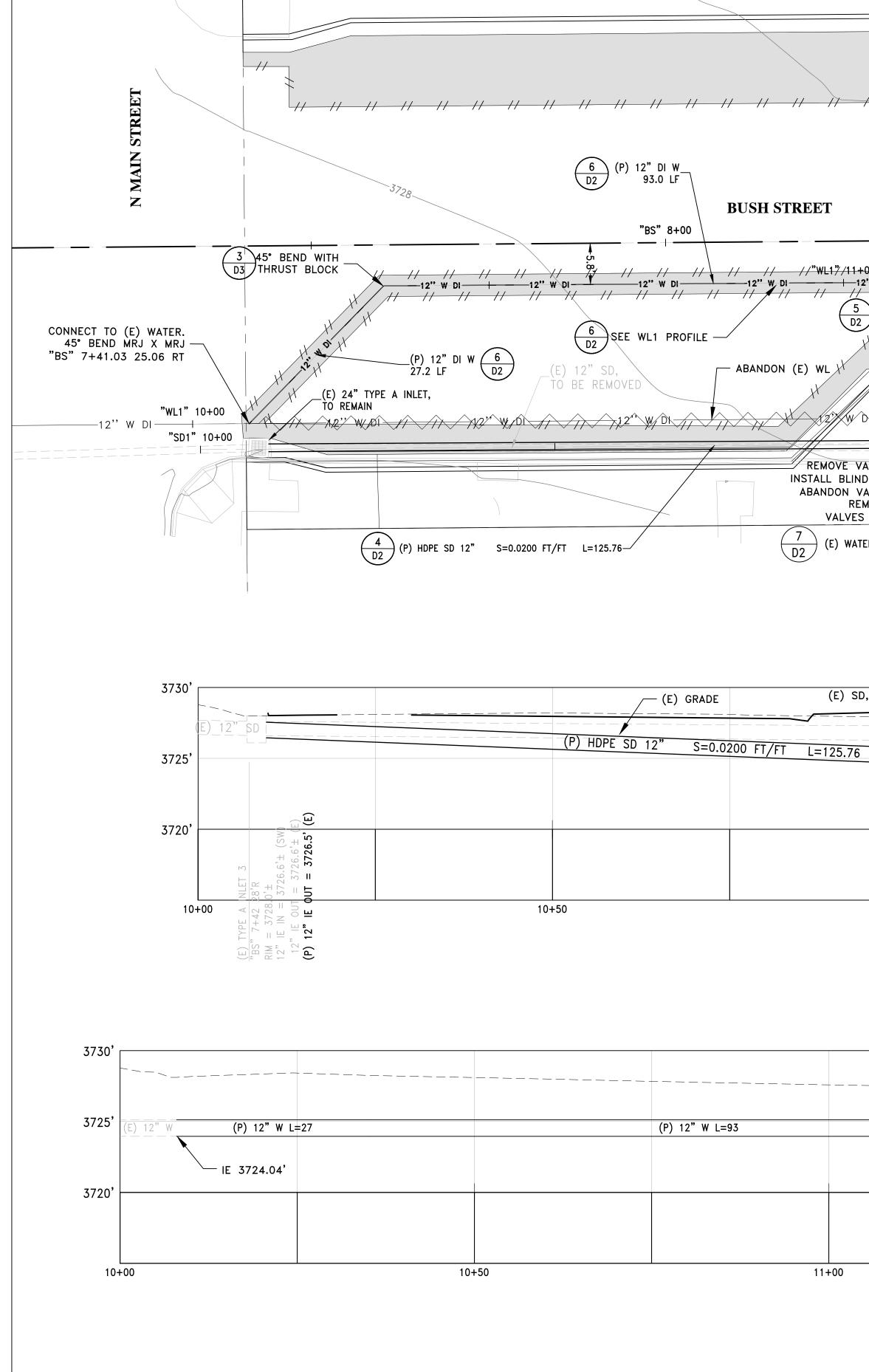
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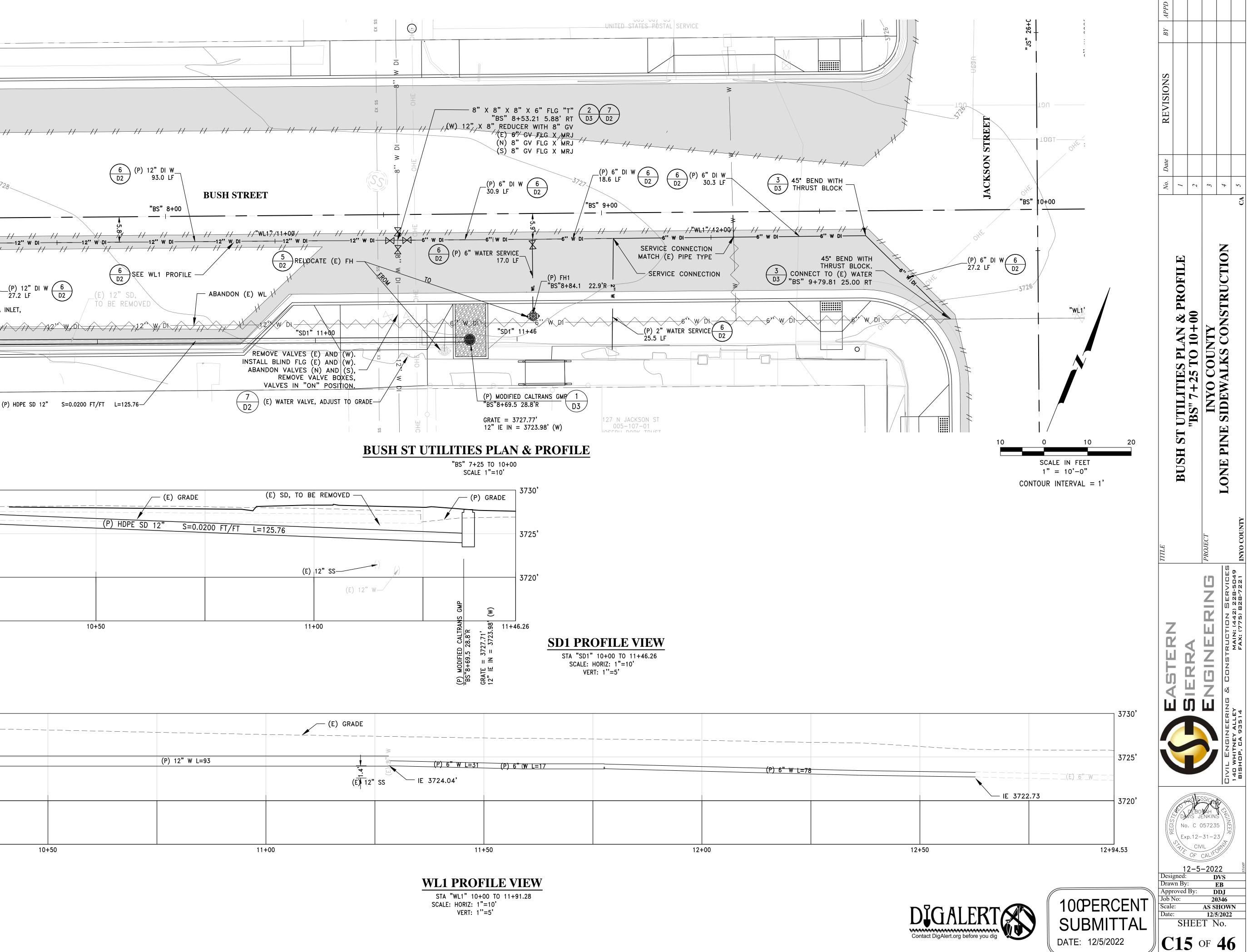


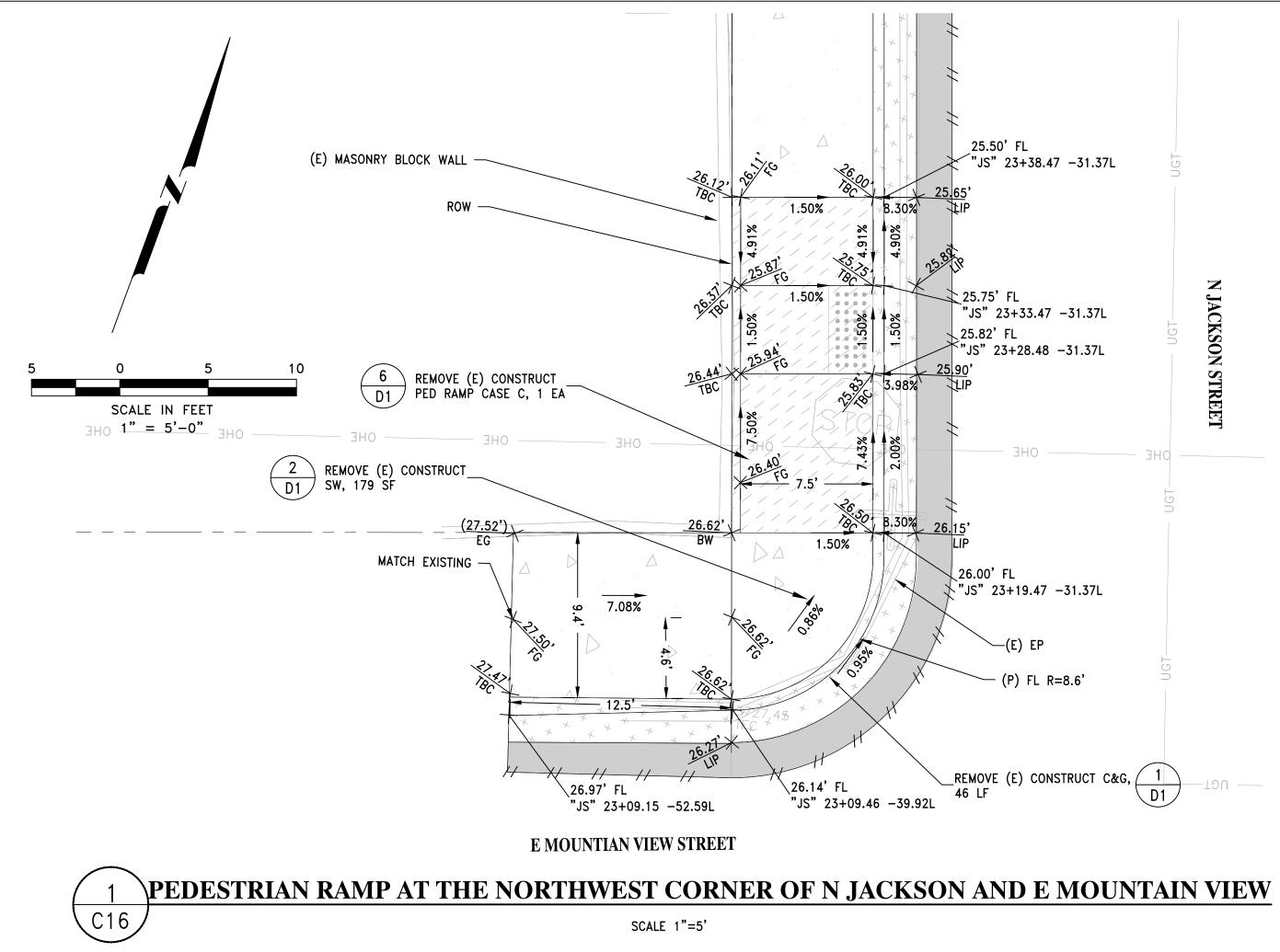
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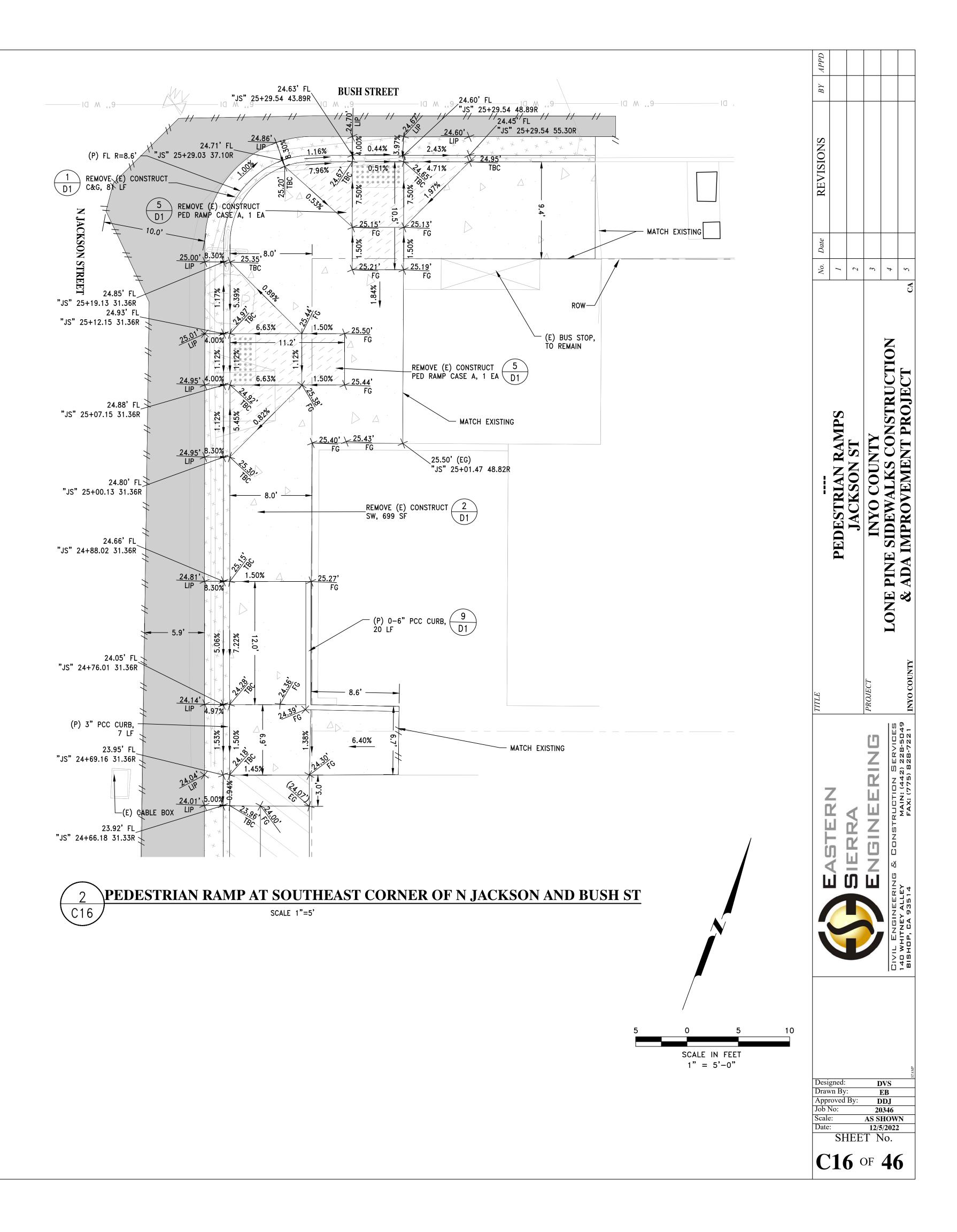


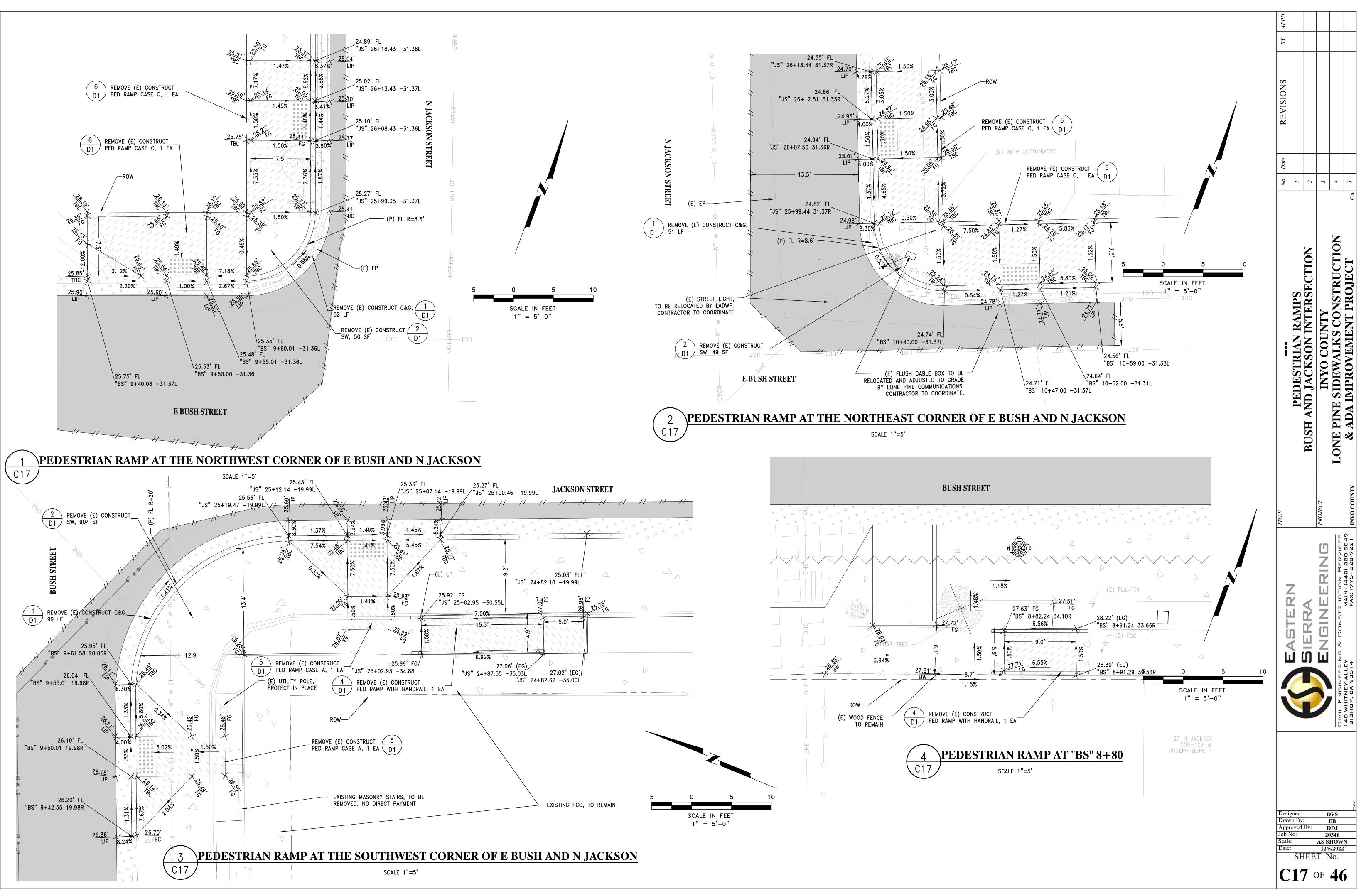


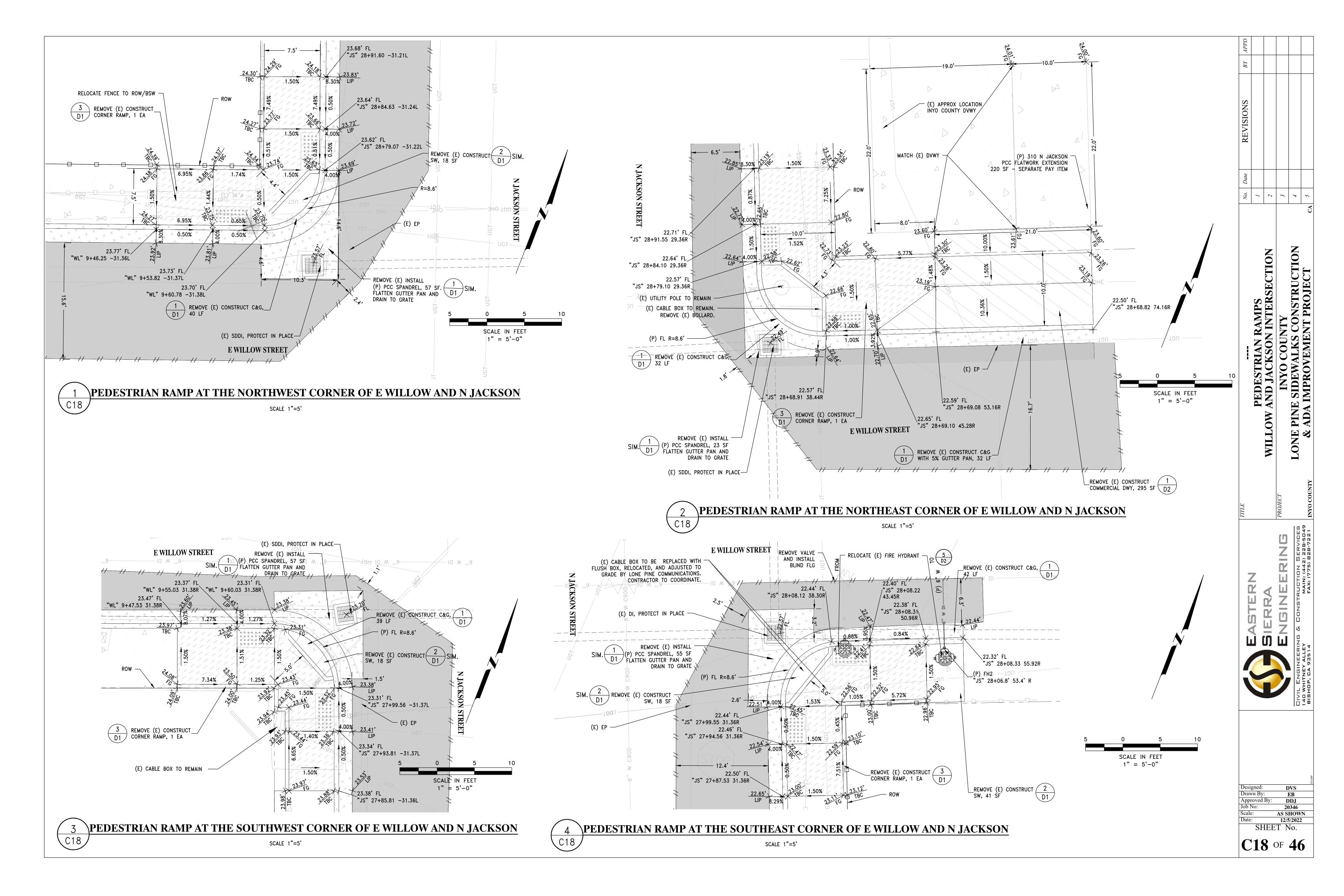
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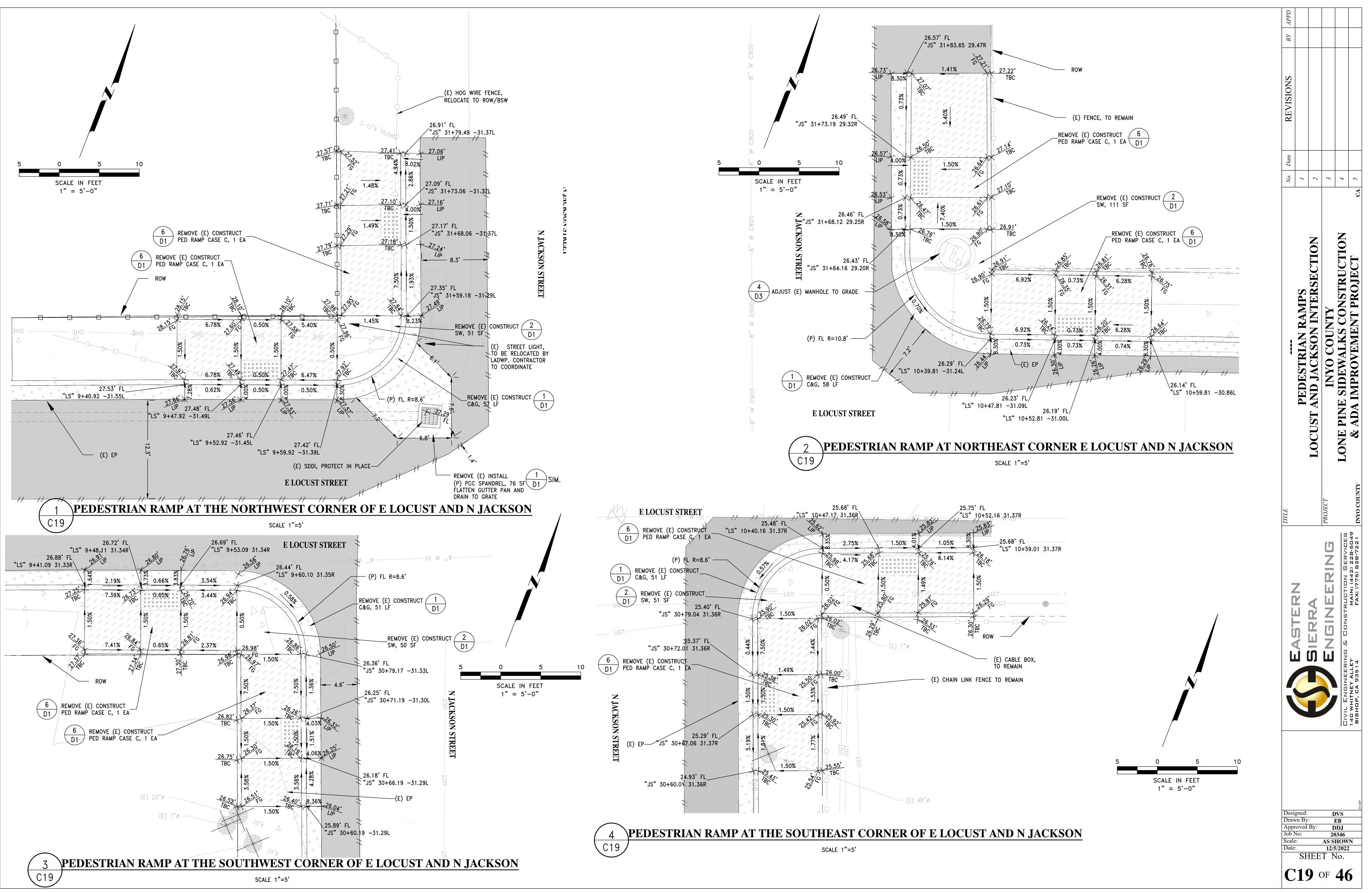


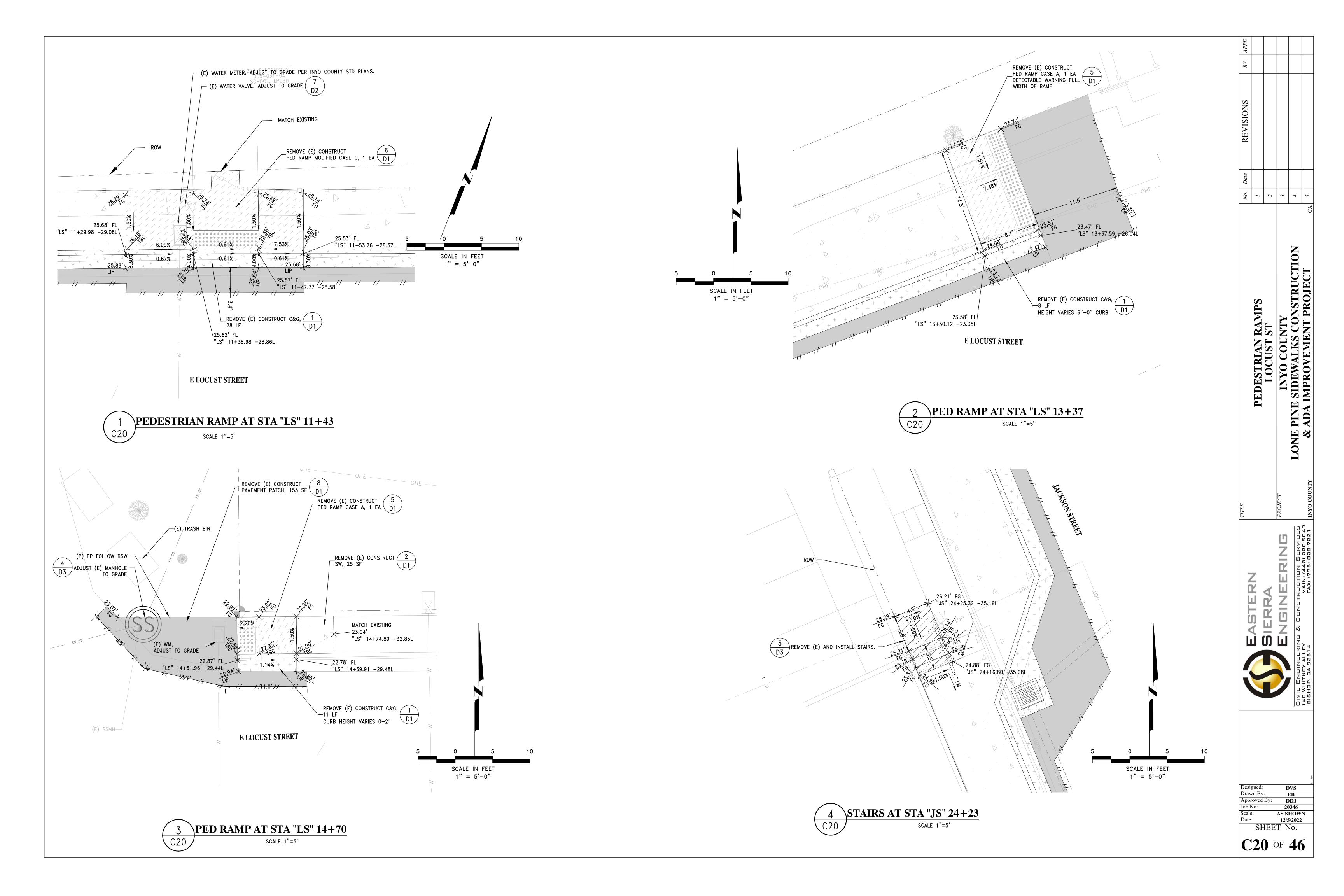


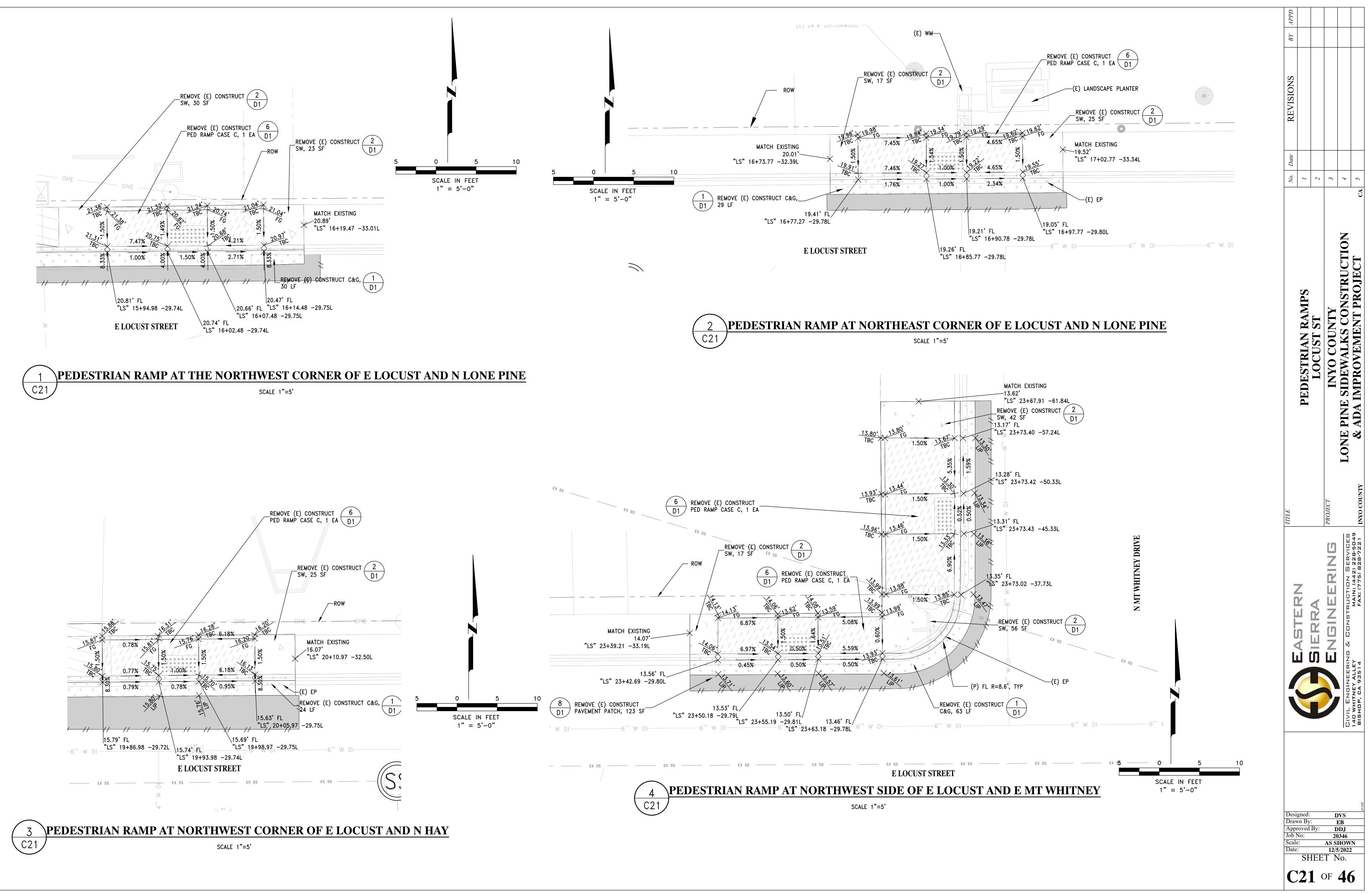


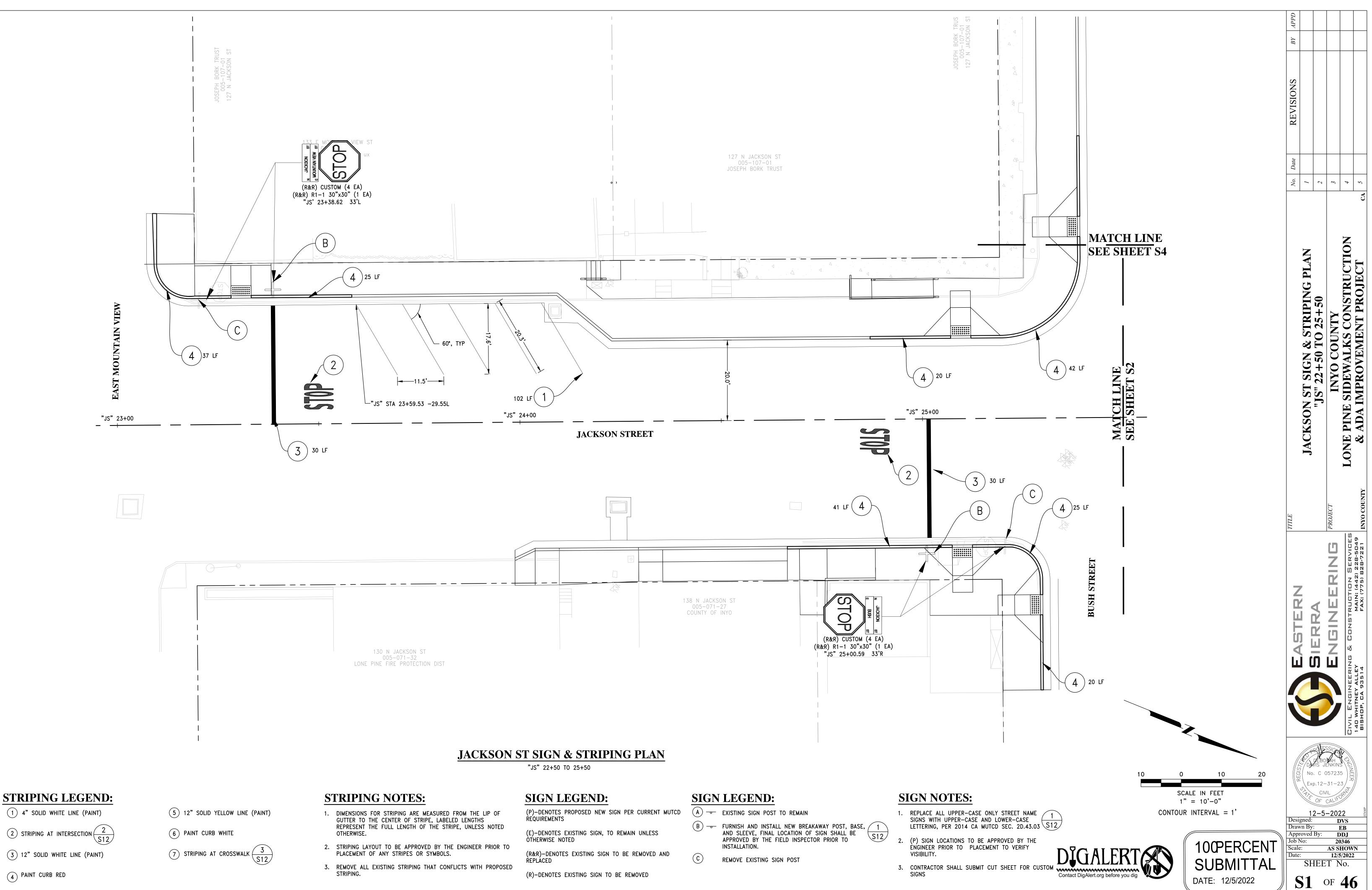






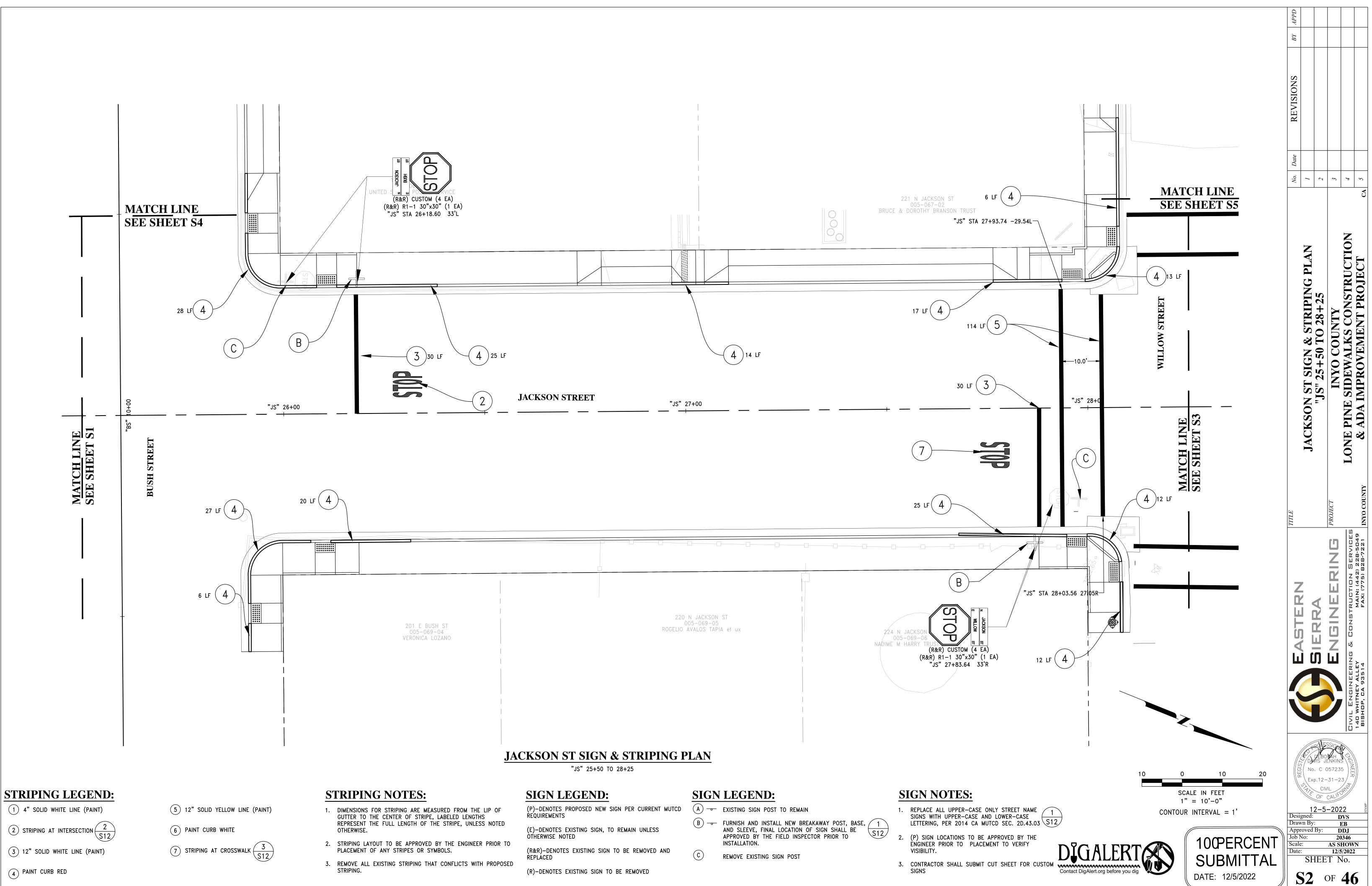


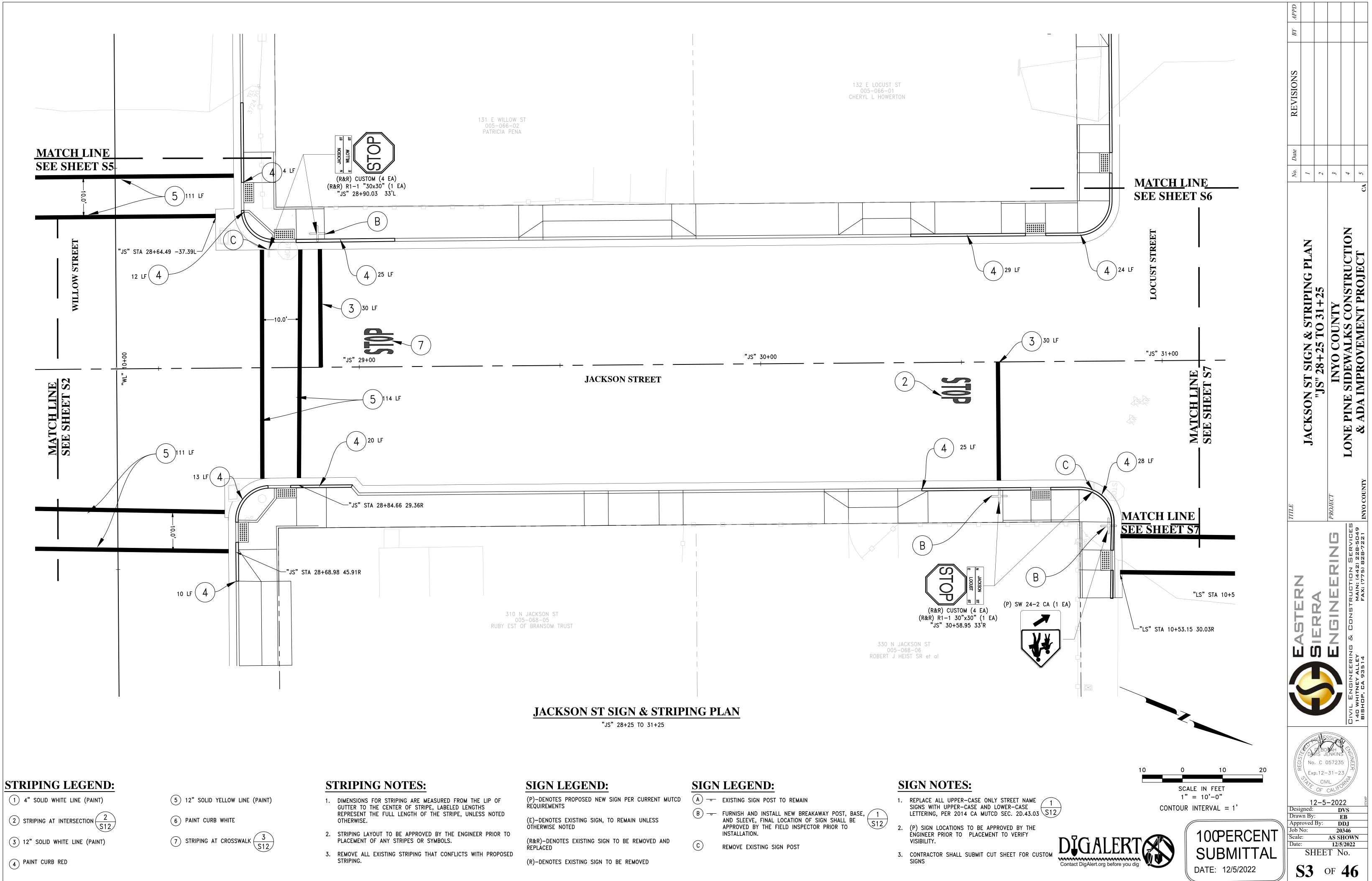




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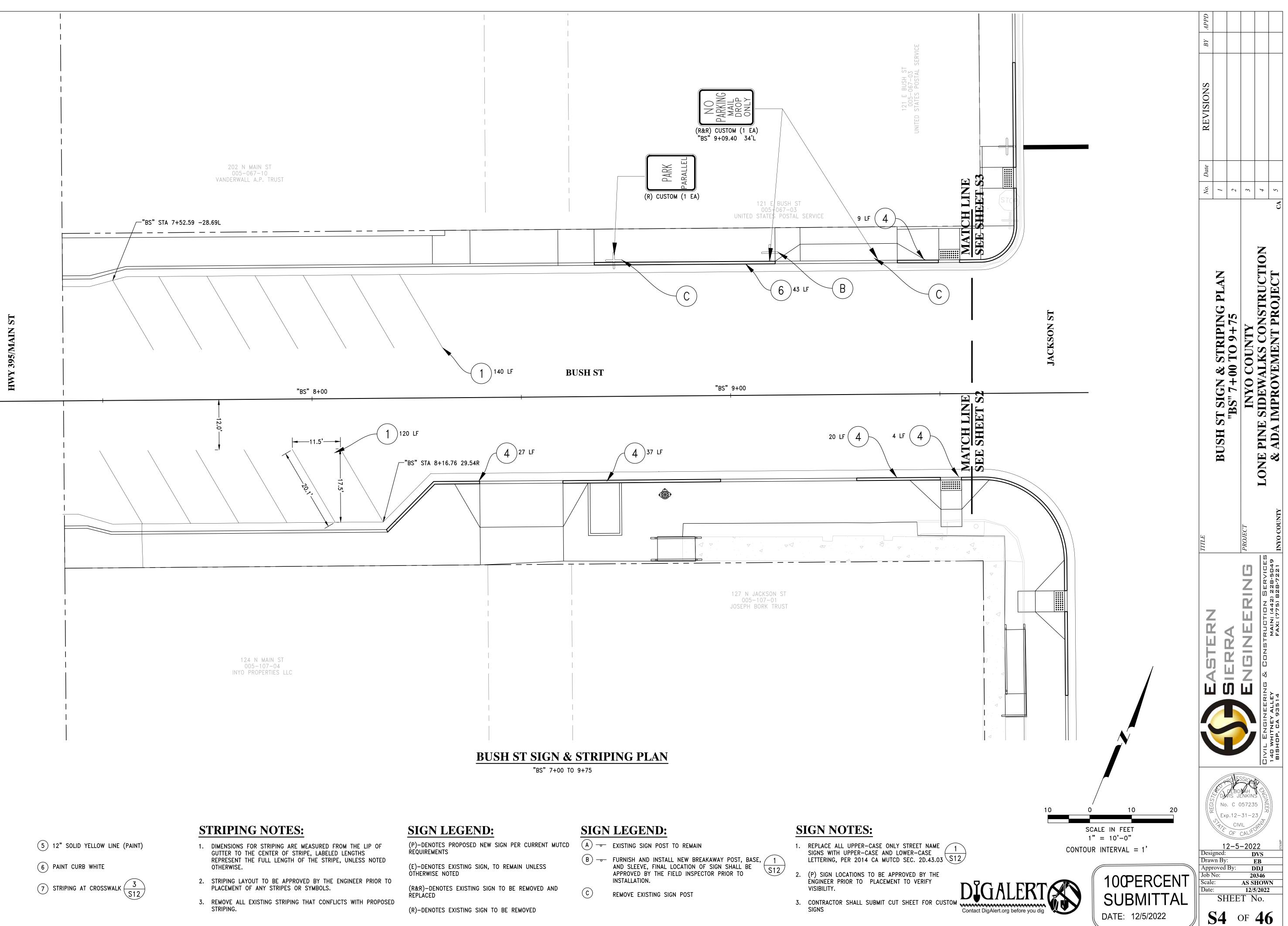
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STRIPING LEGEND:

(1) 4" SOLID WHITE LINE (PAINT)

2 STRIPING AT INTERSECTION $\begin{pmatrix} 2 \\ S12 \end{pmatrix}$

3 12" SOLID WHITE LINE (PAINT)

(4) PAINT CURB RED

STRIPING LEGEND:

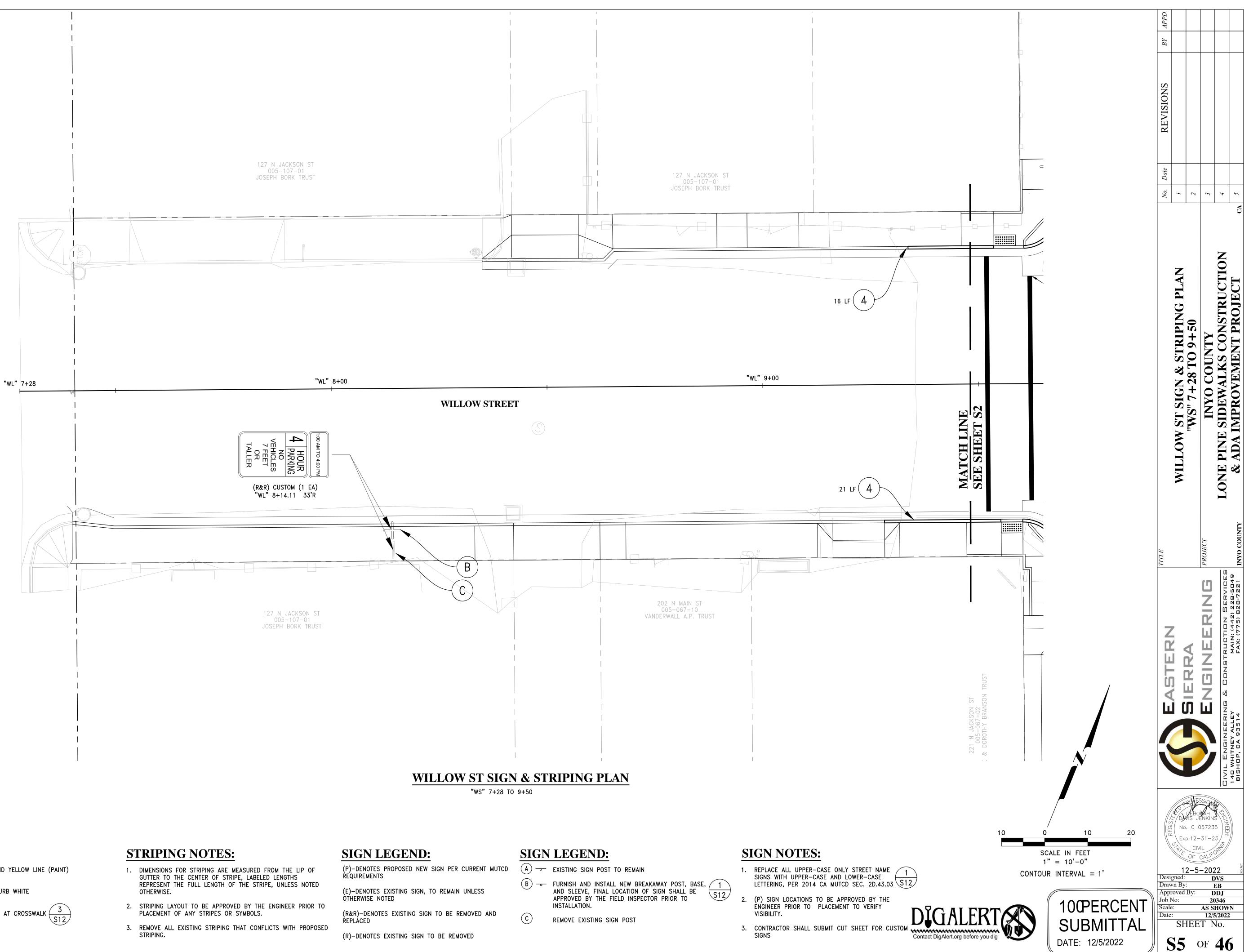
1 4" SOLID WHITE LINE (PAINT)

(2) STRIPING AT INTERSECTION $\begin{pmatrix} 2 \\ S12 \end{pmatrix}$

3 12" SOLID WHITE LINE (PAINT)

(4) PAINT CURB RED

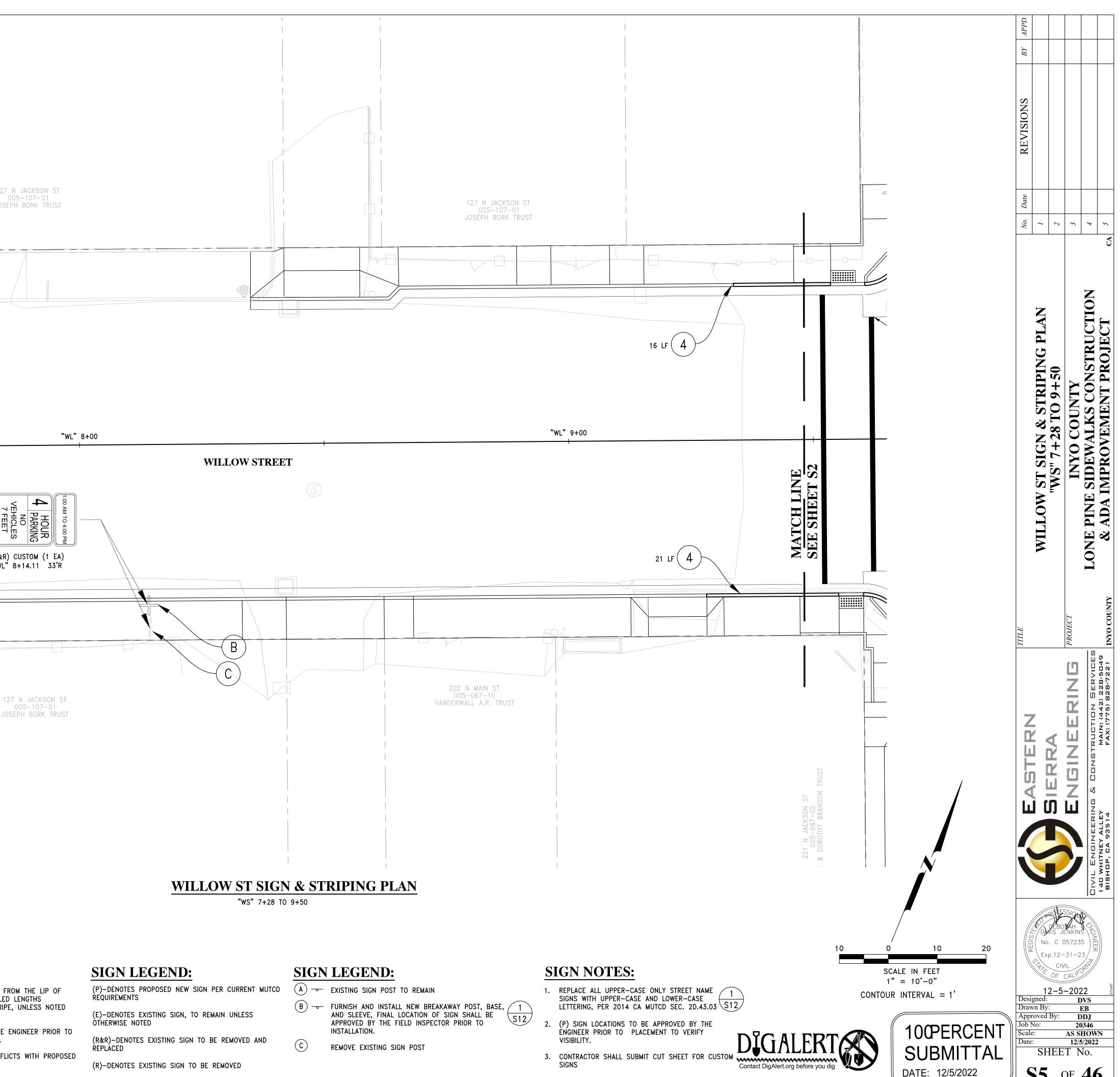
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5 12" SOLID YELLOW LINE (PAINT)

6 PAINT CURB WHITE

(7) STRIPING AT CROSSWALK $\begin{pmatrix} 3 \\ S12 \end{pmatrix}$



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STRIPING LEGEND:

(1) 4" SOLID WHITE LINE (PAINT)

2 STRIPING AT INTERSECTION $\begin{pmatrix} 2 \\ S12 \end{pmatrix}$

3 12" SOLID WHITE LINE (PAINT)

(4) PAINT CURB RED

5 12" SOLID YELLOW LINE (PAINT)

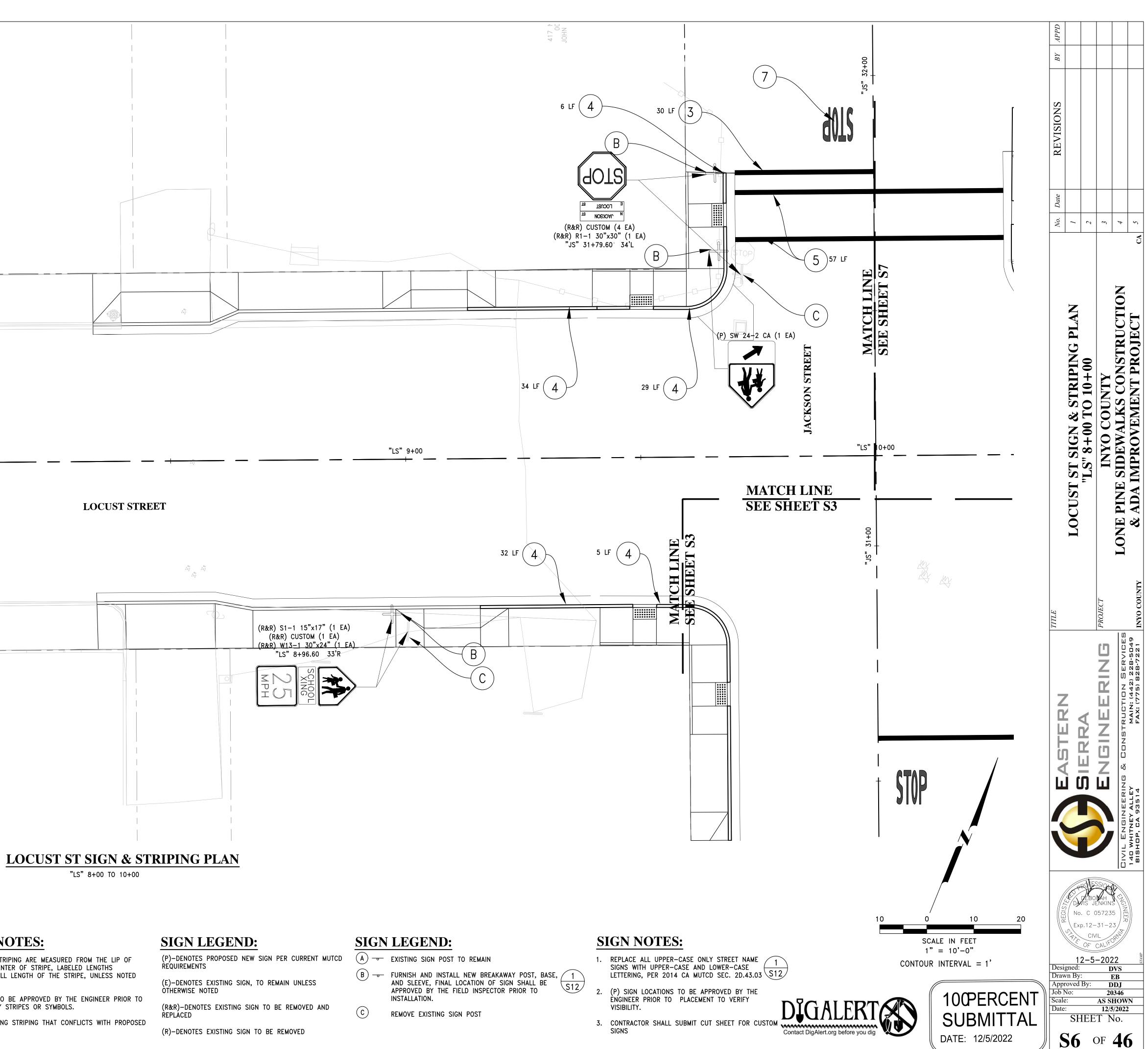
6 PAINT CURB WHITE

(7) STRIPING AT CROSSWALK $\begin{pmatrix} 3 \\ S12 \end{pmatrix}$

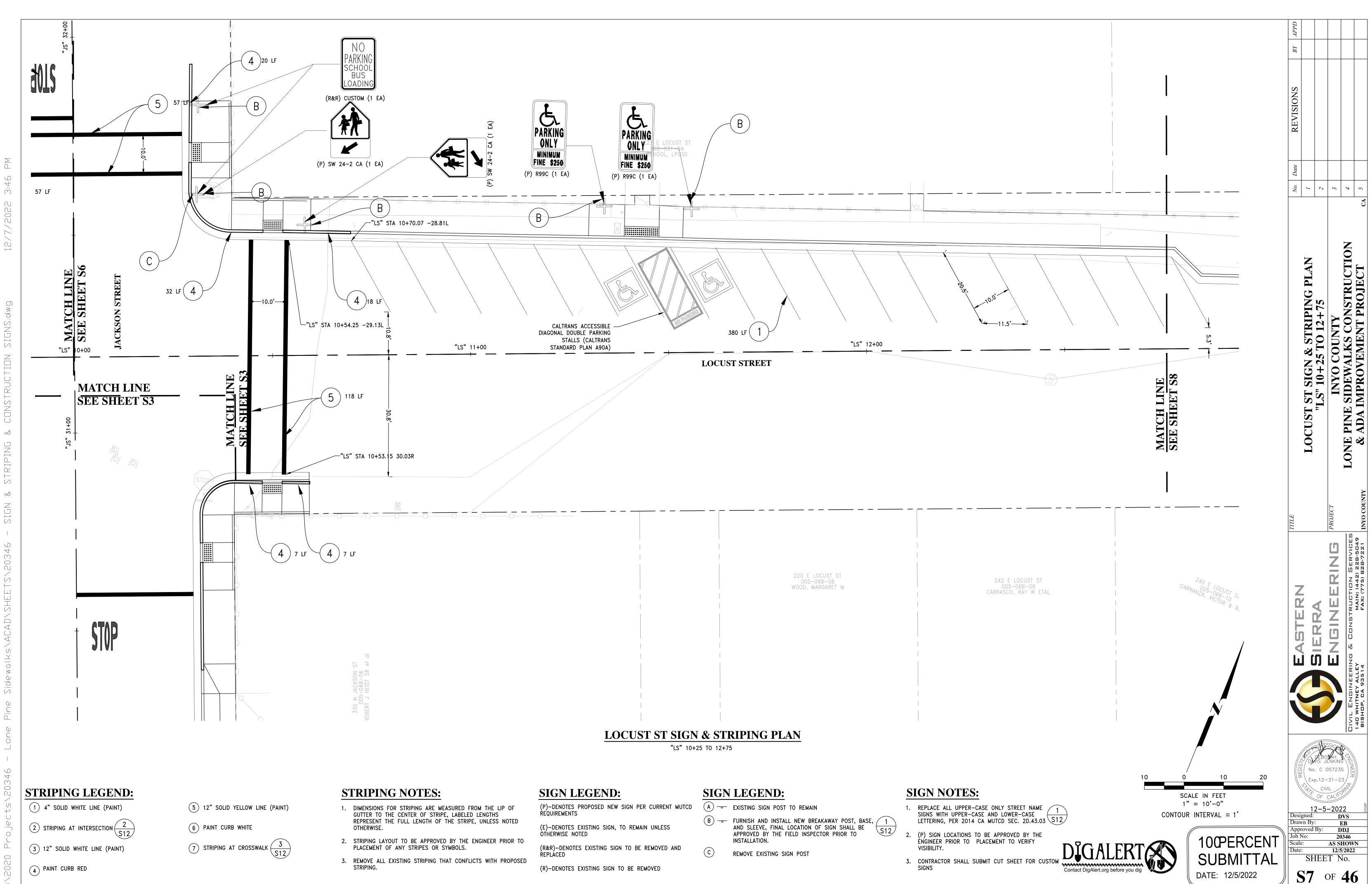
STRIPING NOTES:

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- 1. DIMENSIONS FOR STRIPING ARE MEASURED FROM THE LIP OF GUTTER TO THE CENTER OF STRIPE, LABELED LENGTHS REPRESENT THE FULL LENGTH OF THE STRIPE, UNLESS NOTED OTHERWISE.
- 2. STRIPING LAYOUT TO BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT OF ANY STRIPES OR SYMBOLS.
- 3. REMOVE ALL EXISTING STRIPING THAT CONFLICTS WITH PROPOSED STRIPING.



SIGN	LEGEND:



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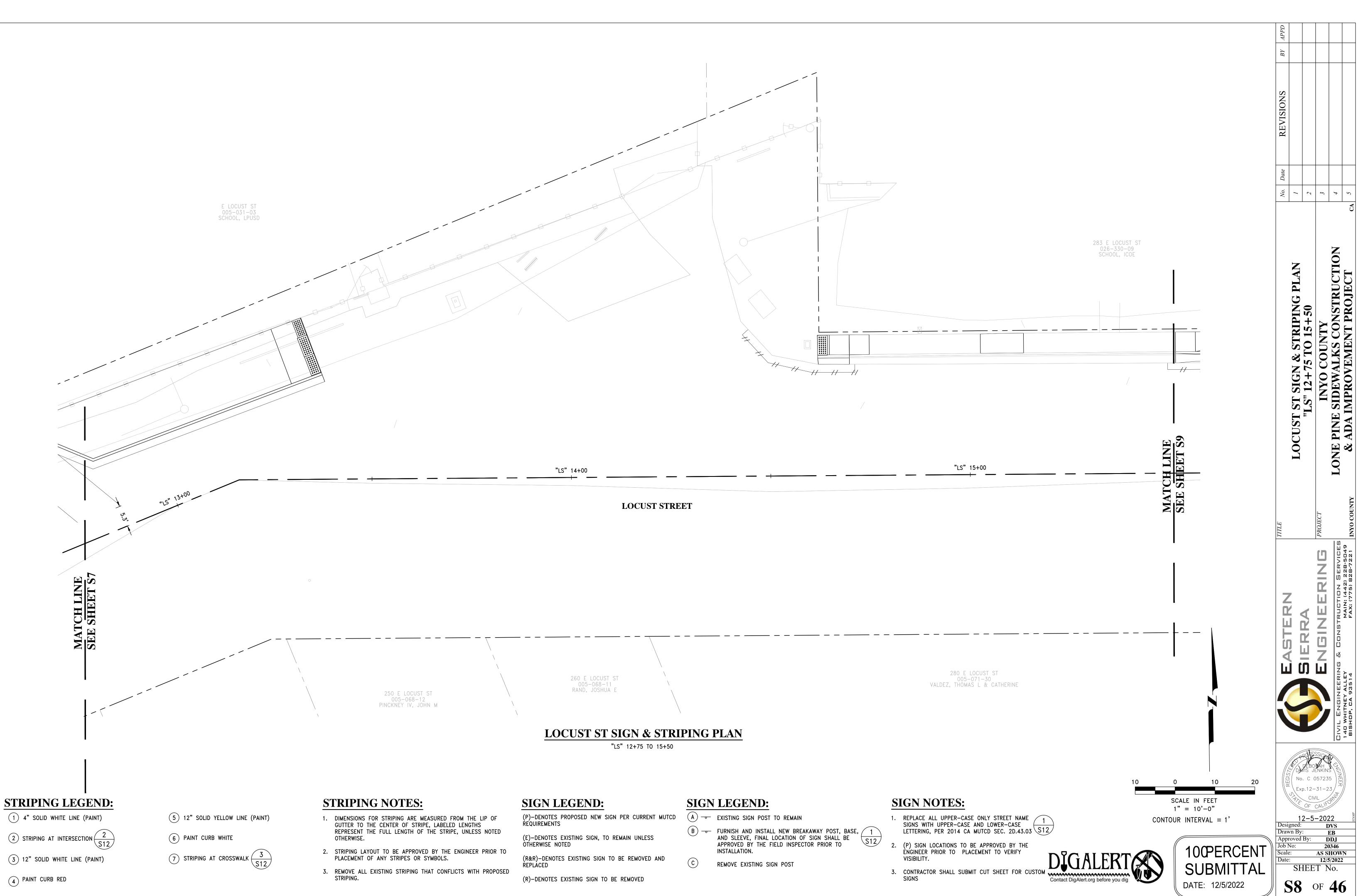
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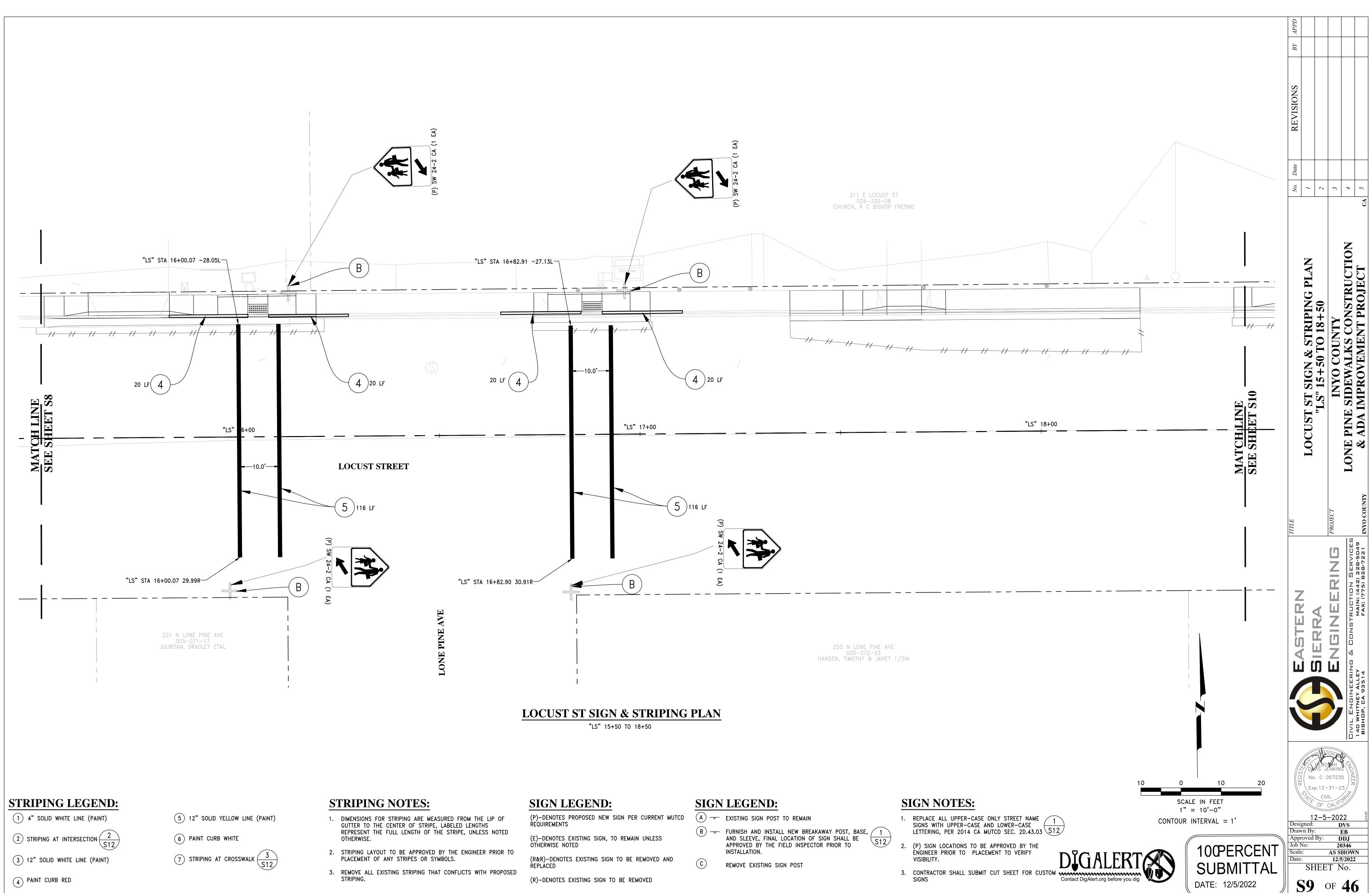


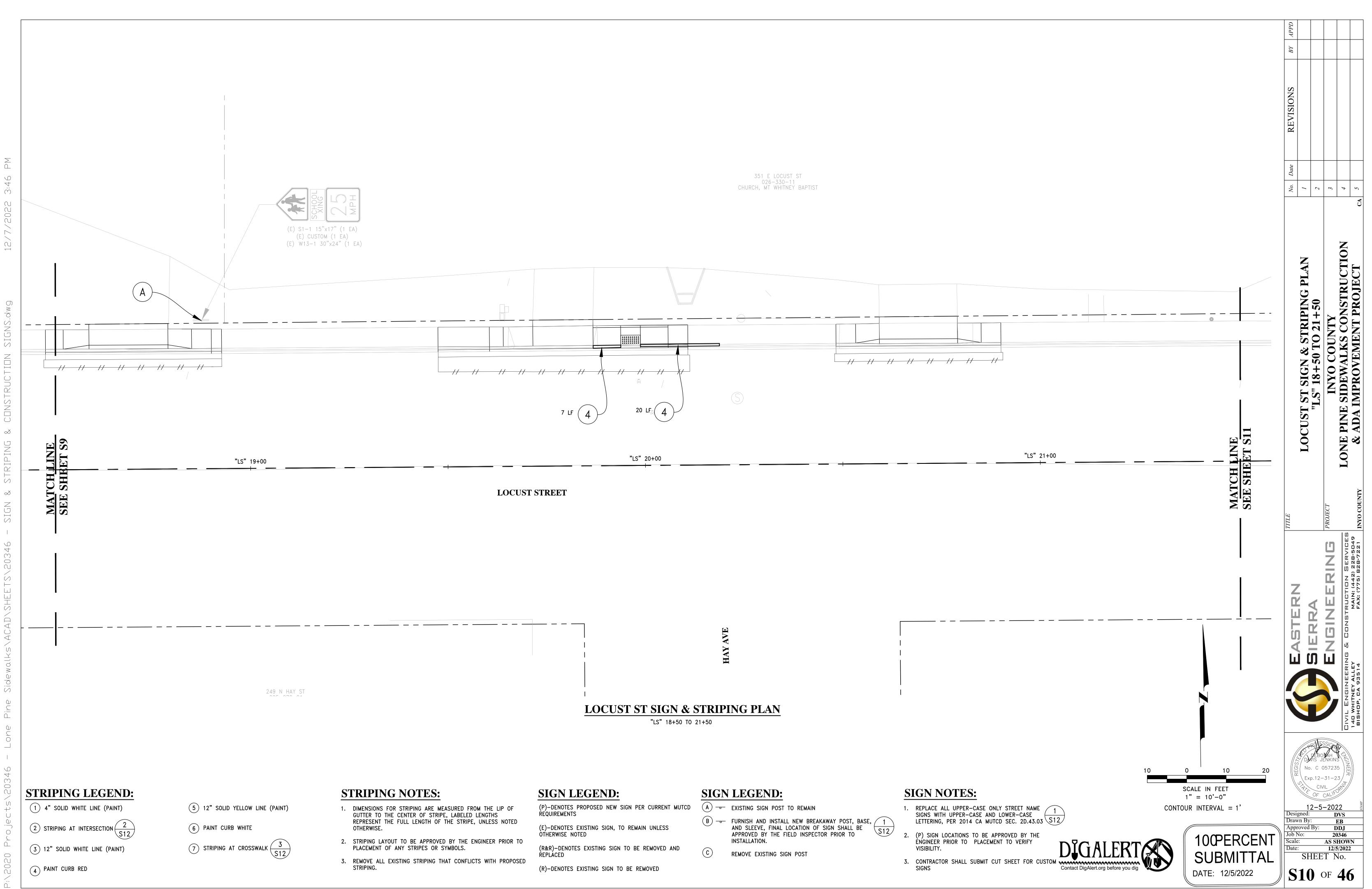


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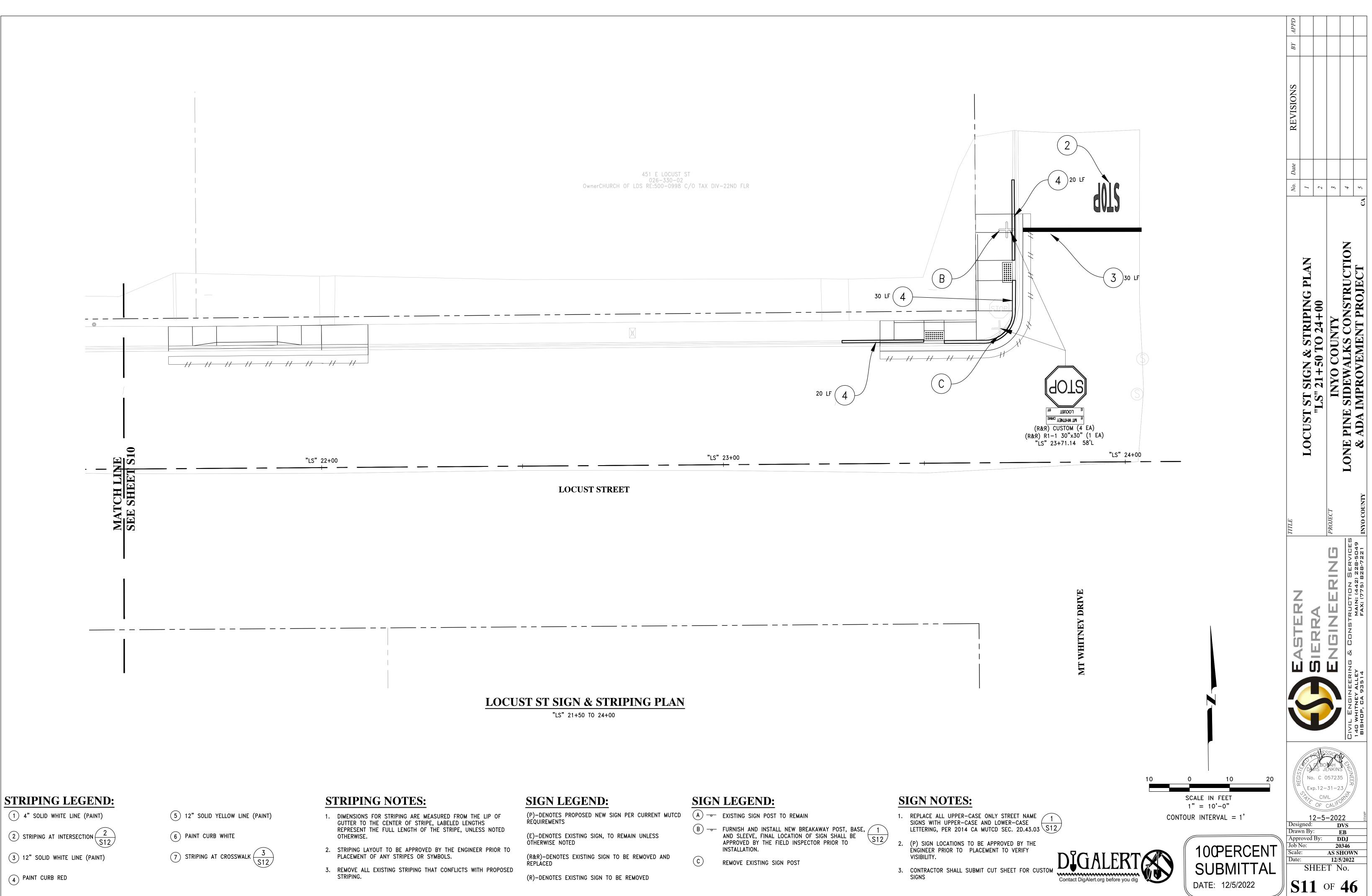


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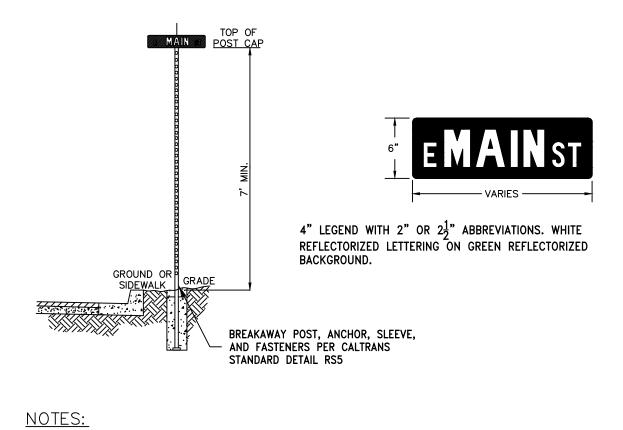
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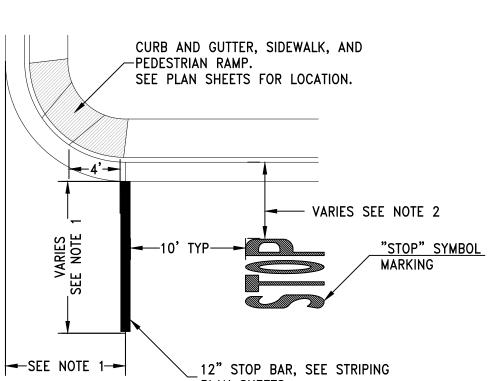






- 1. DESIGN: EACH FOUR-WAY UNIT SHALL CONSIST OF TWO DOUBLE FACED SIGNS WITH STREET NAMES MOUNTED AT RIGHT ANGLES.
- 2. BRACKET ASSEMBLY: THE POST CAP, SHALL BE MADE TO MOUNT TO A $2\frac{3}{8}$ " O.D. THIN WALL GALVANIZED PIPE. A HAWKINS CO. V14-PL107 POST CAP AND HAWKINS CO. V14F(S)-PL105-90 CROSS PIECE OR APPROVED EQUIVALENT SHALL BE USED.
- 3. FINISH: SIGN FACES SHALL BE SCOTCHLITE REFLECTIVE SHEETING OR APPROVED EQUIVALENT. THE TRANSPARENT SCREEN PROCESS COLOR SHALL BE APPLIED AS RECOMMENDED BY THE MANUFACTURER.
- 4. LETTERING: STREET NAME LEGEND LETTERING SHALL BE 4" HIGH AND ABBREVIATIONS 2" OR $2\frac{1}{2}$ " HIGH. EACH NAME SHALL BE INDIVIDUALLY LAID OUT TO FIT EITHER A 24" OR 30" SPACE. THE LETTERING SHALL BE OF THE ROUNDED TYPE STYLE CONFORMING WITH THE STANDARD ALPHABET FOR HIGHWAY SIGNS DESIGNED BY THE U.S. PUBLIC ROADS ADMINISTRATION.
- 5. OTHER: LAMP POLE MOUNTED BRACKETS MAY BE USED AS APPROVED IN PLANS. USE HAWKINS CO. V14-PL-WB OR APPROVED EQUIVALENT. USE STAINLESS STEEL STRAPPING CLAMPS TO ATTACH BRACKET TO LAMP POLE.
- 6. BREAKAWAY POST AND SLEEVE: POST AND SLEEVE SHALL CONFORM TO CALTRANS STANDARD DETAIL RS5 PSST POST TYPICAL INSTALLATION DETAILS NO. 1.

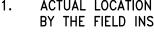






"S T O P" LETTERS

SHALL BE PAINT



- 3.



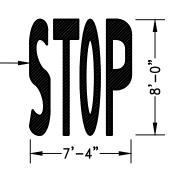
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PLAN SHEETS

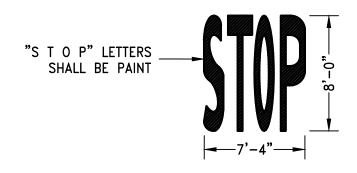


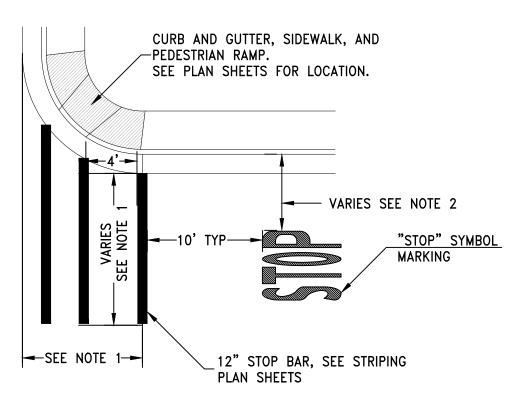
1. ACTUAL LOCATION AND LENGTH OF STOP BAR SHALL BE DETERMINED BY THE FIELD INSPECTOR PRIOR TO PLACEMENT.

2. ACTUAL LOCATION OF STOP LEGEND SHALL BE DETERMINED BY THE FIELD INSPECTOR PRIOR TO PLACEMENT.

STOP SYMBOLS ONLY REQUIRED AT INTERSECTIONS AS SHOWN ON STREET SIGN AND STRIPING PLANS.

STRIPING AT INTERSECTION





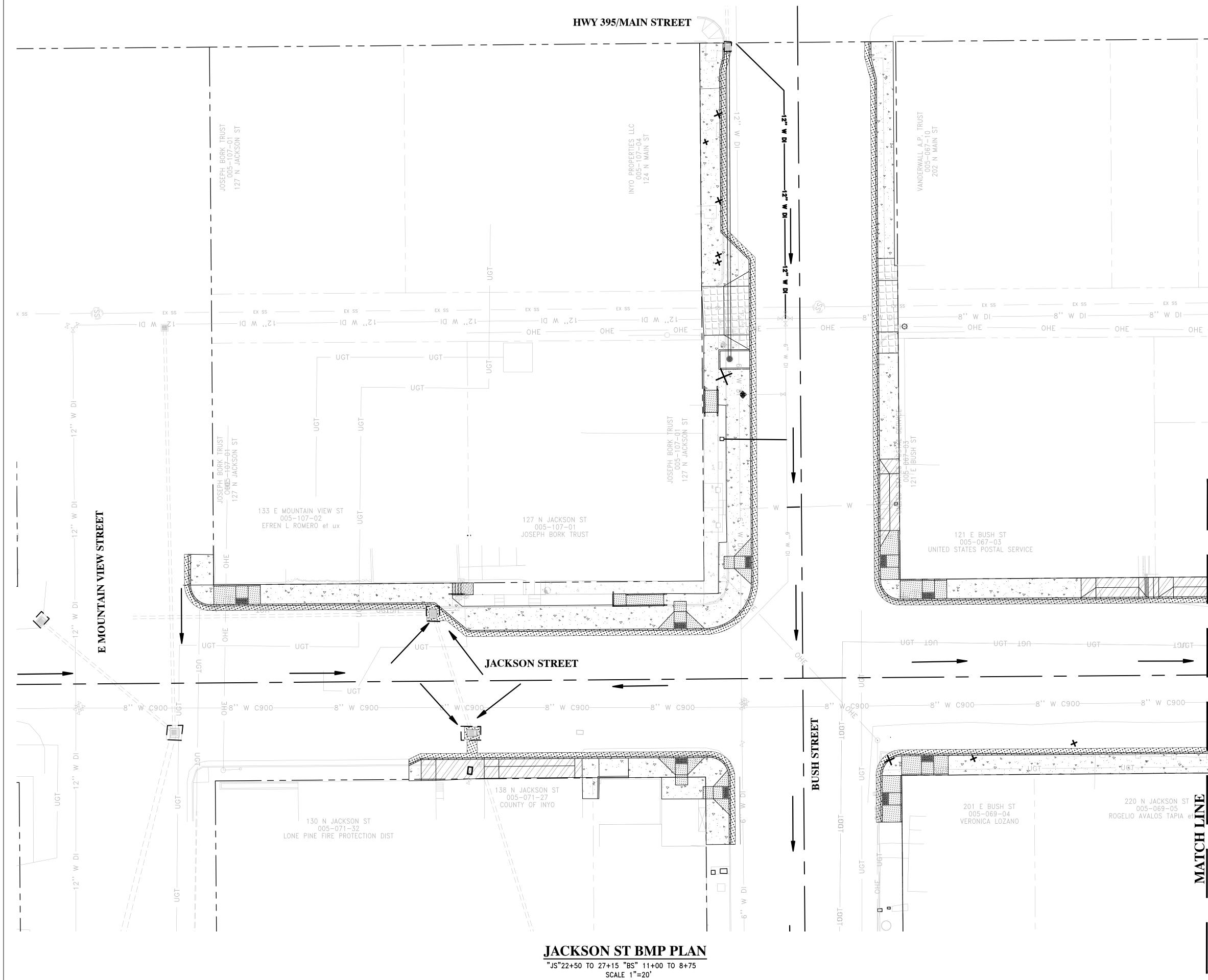
STRIPING AT INTERSECTION NOTES

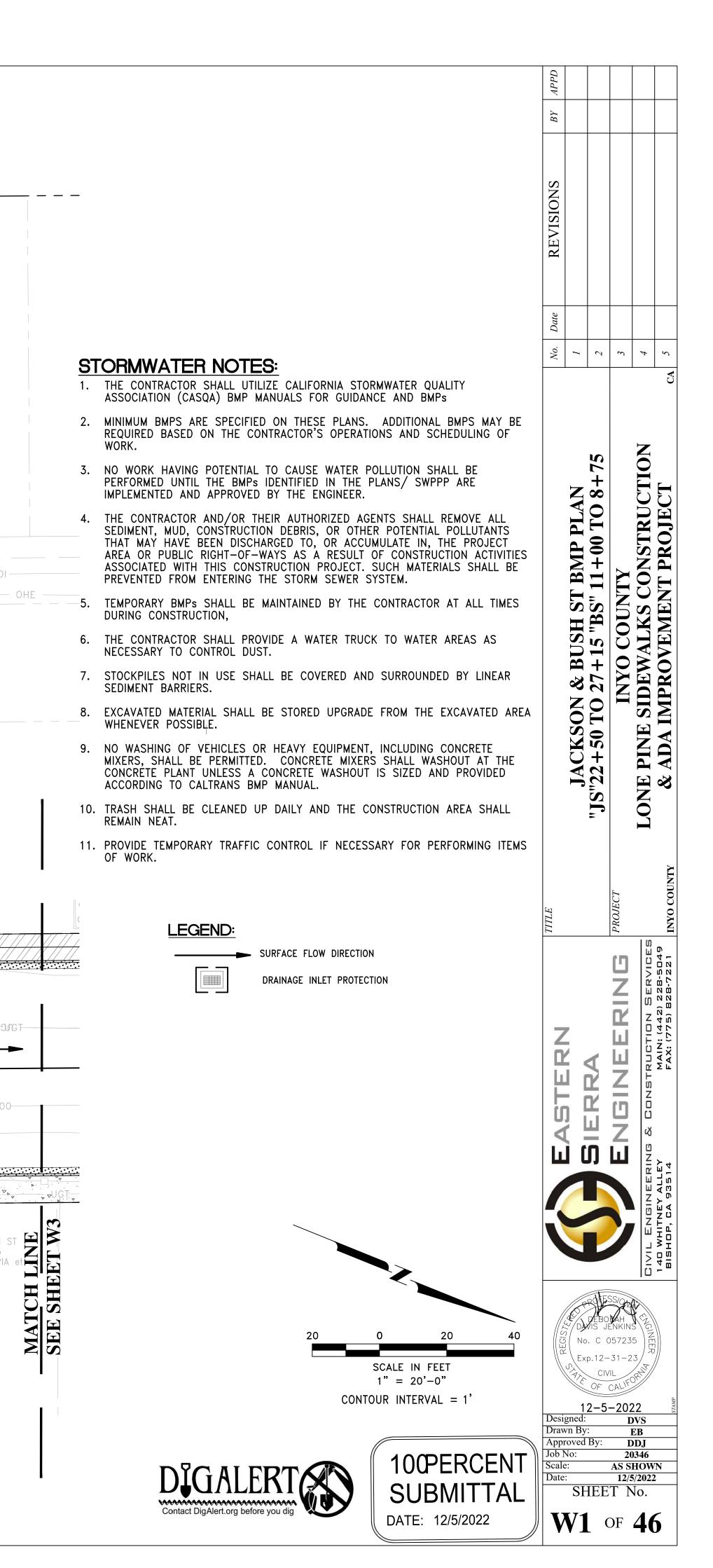
- 1. ACTUAL LOCATION AND LENGTH OF STOP BAR SHALL BE DETERMINED BY THE FIELD INSPECTOR PRIOR TO PLACEMENT.
- 2. ACTUAL LOCATION OF STOP LEGEND SHALL BE DETERMINED BY THE FIELD INSPECTOR PRIOR TO PLACEMENT.
- 3. STOP SYMBOLS ONLY REQUIRED AT INTERSECTIONS AS SHOWN ON STREET SIGN AND STRIPING PLANS.

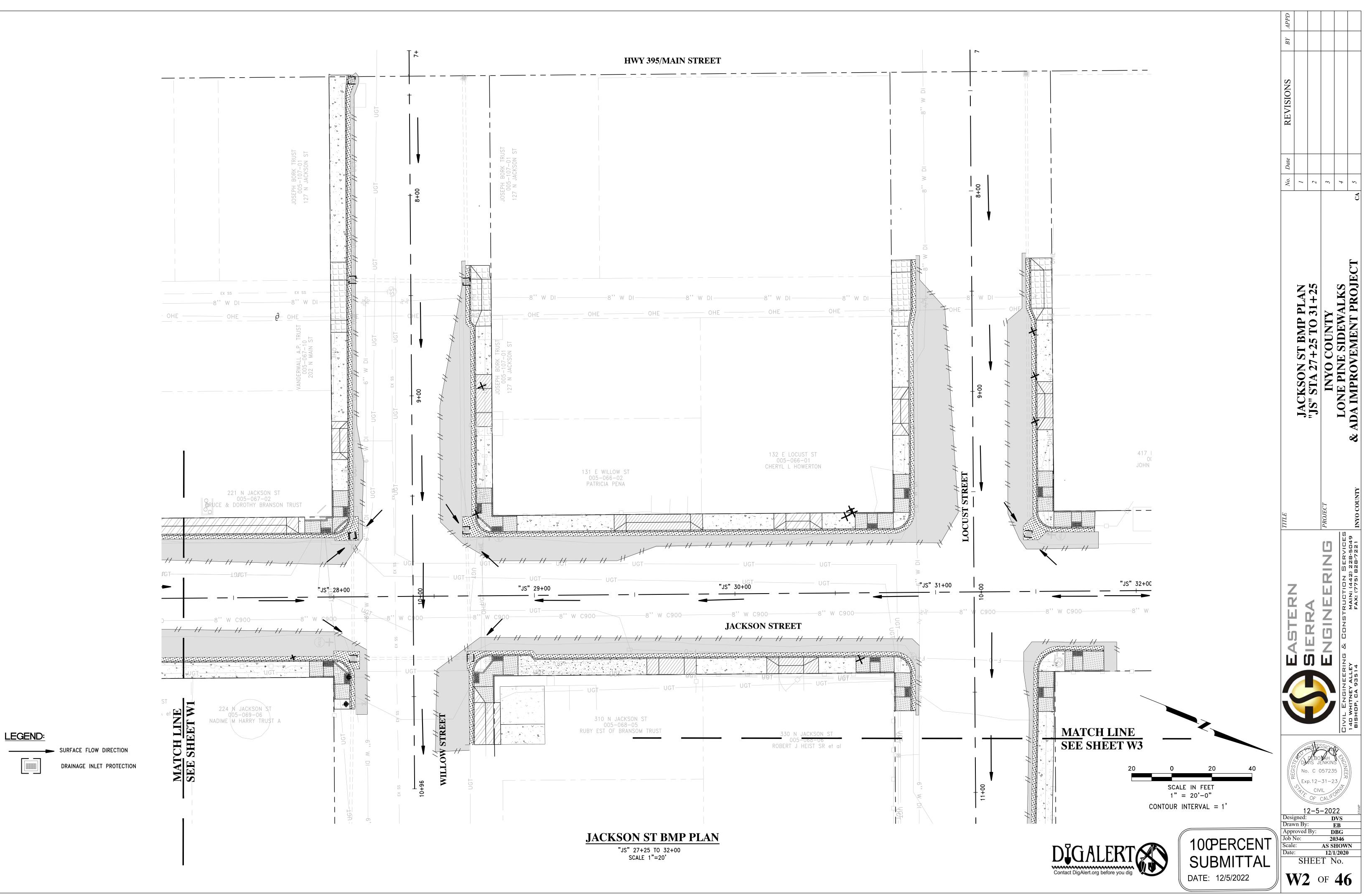


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	REVISIONS					
	No. Date	Ι	2	3	4	CA 5
	SIGN & STRIPING DETAILS		INYO COUNTY LONE PINE SIDEWALKS CONSTRUCTION & ADA IMPROVEMENT PROJECT			
	TITLE			PROJECT		INYO COUNTY
	L A GTF BN		UERRA		CIVIL ENGINEERING & CONSTRUCTION SERVICES	140 WHITNEY ALLEY MAIN: (442) 228-5049 BISHOP, CA 93514 FAX: (775) 828-7221
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100PERCENT SUBMITTAL DATE: 12/5/2022	Appr Job 1 Scale Date	roved No: : : SH	^{By:} IEE	E 20 AS S	DDJ 0346 HOW 5/2022	2

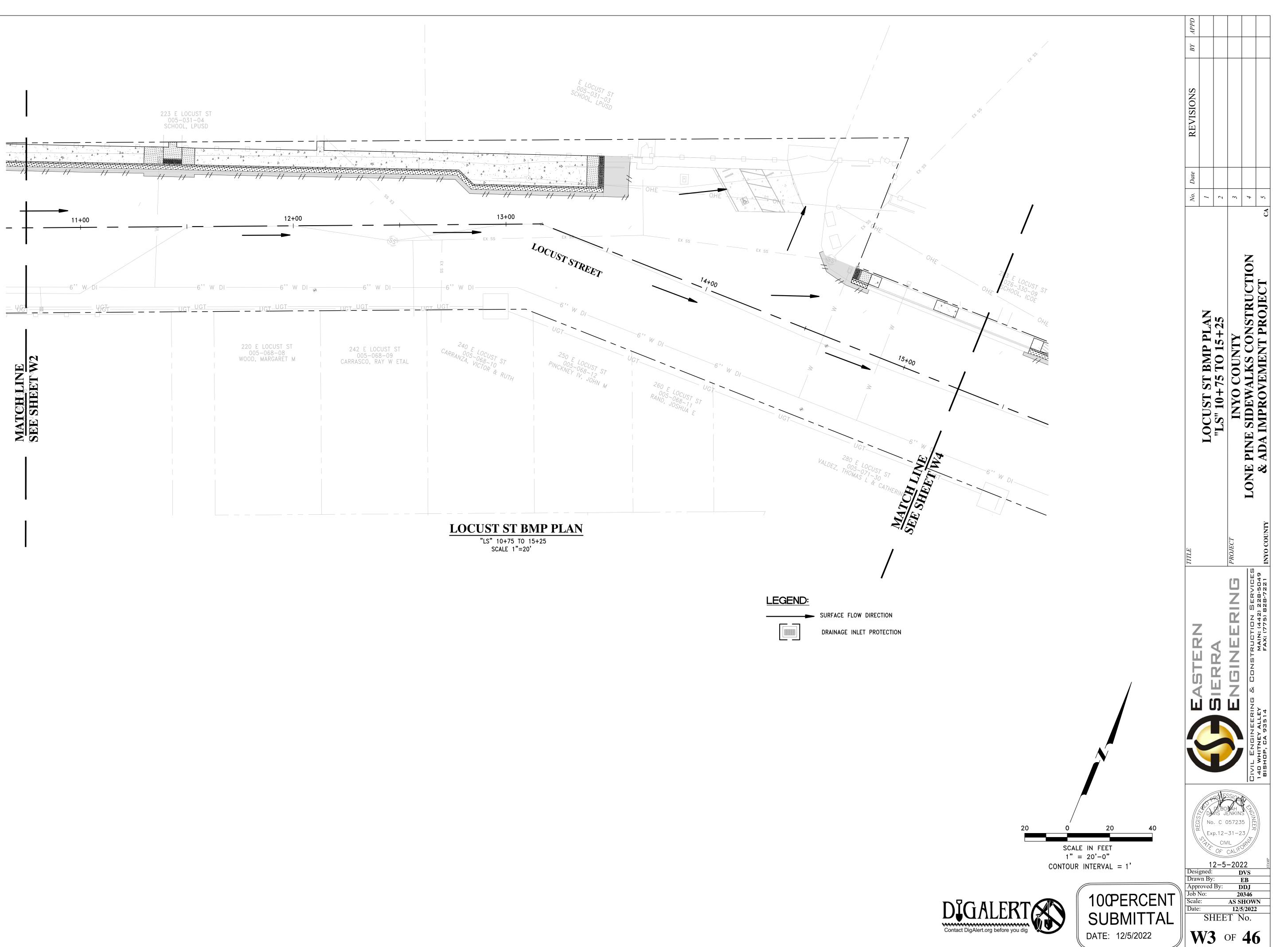


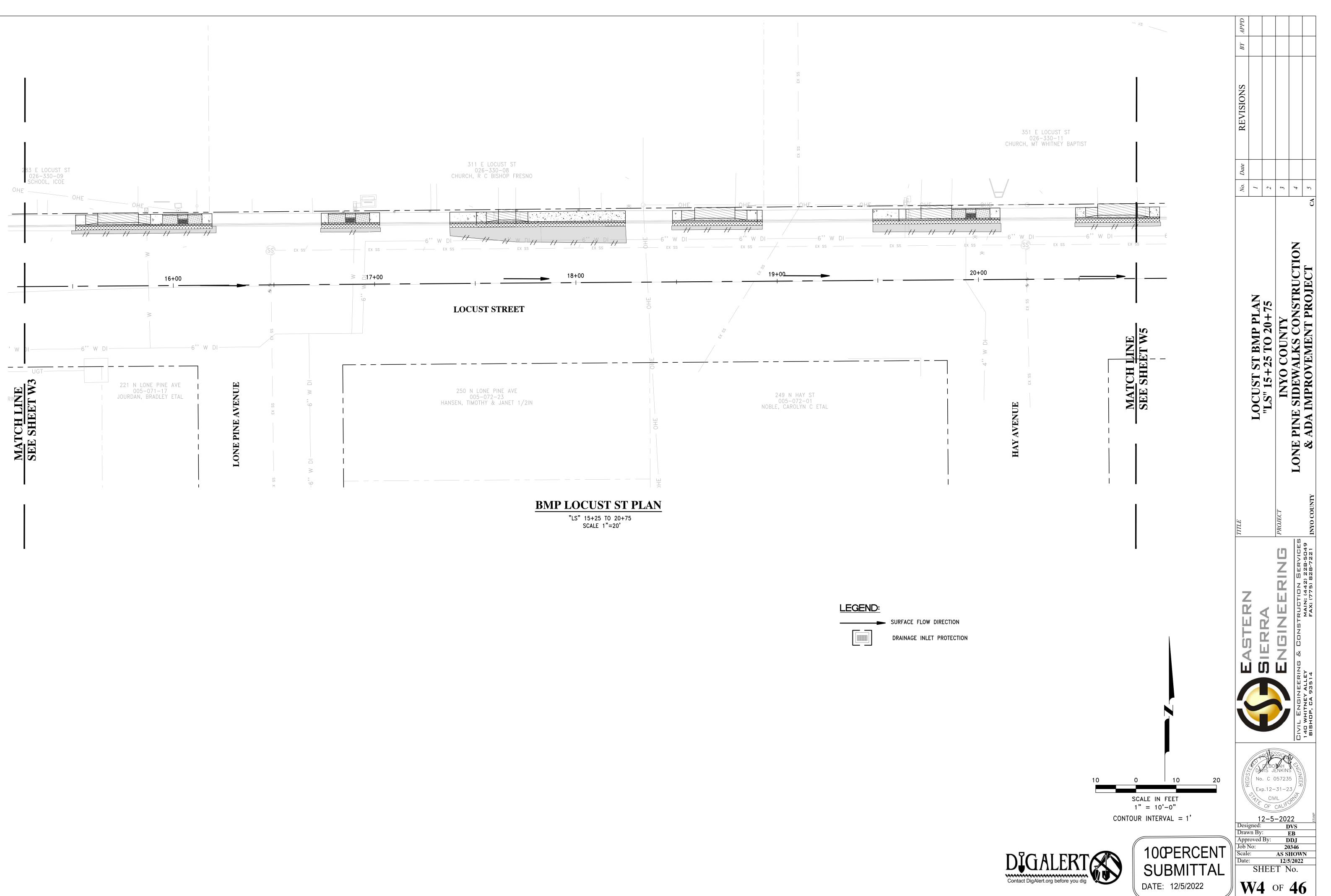






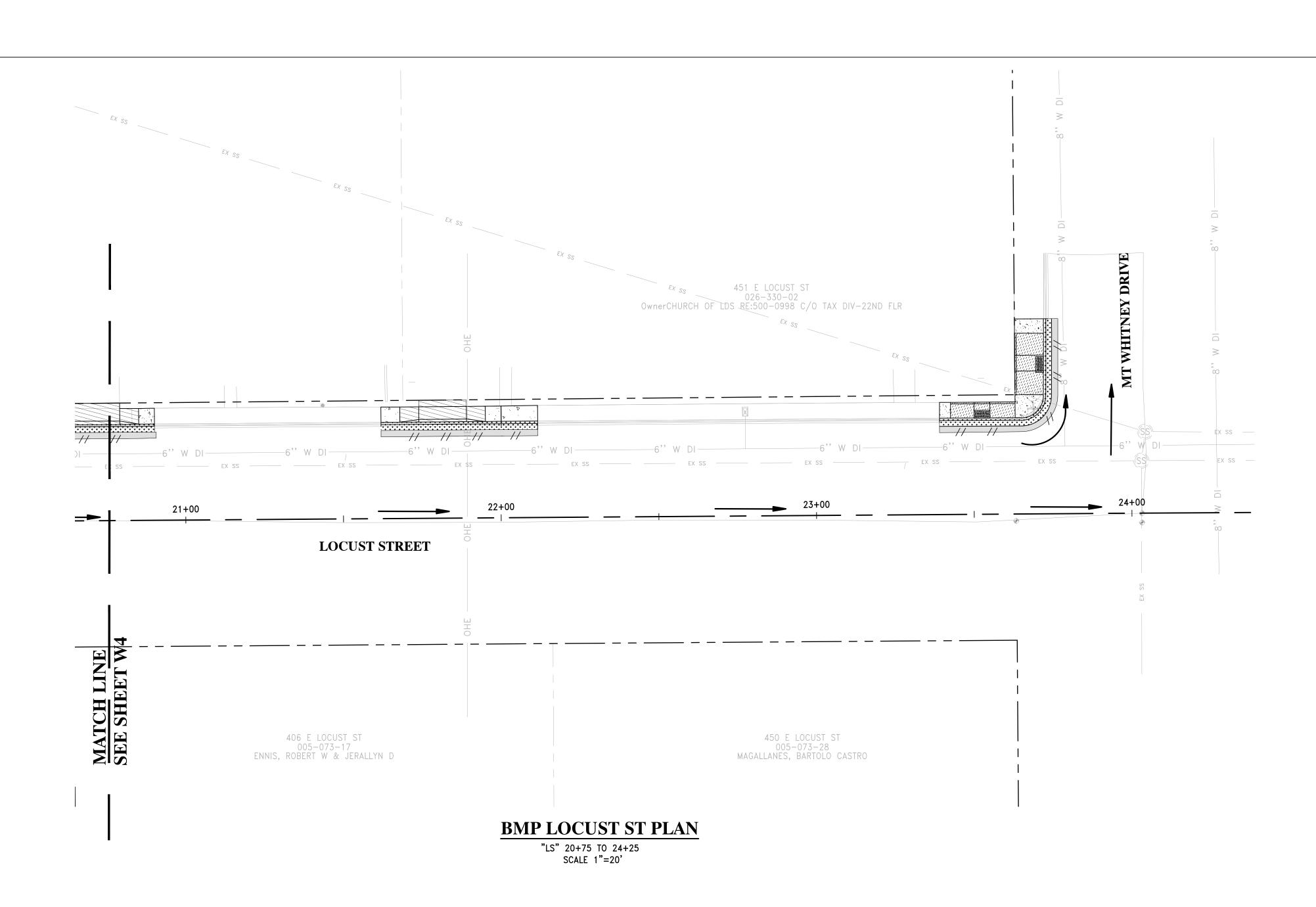
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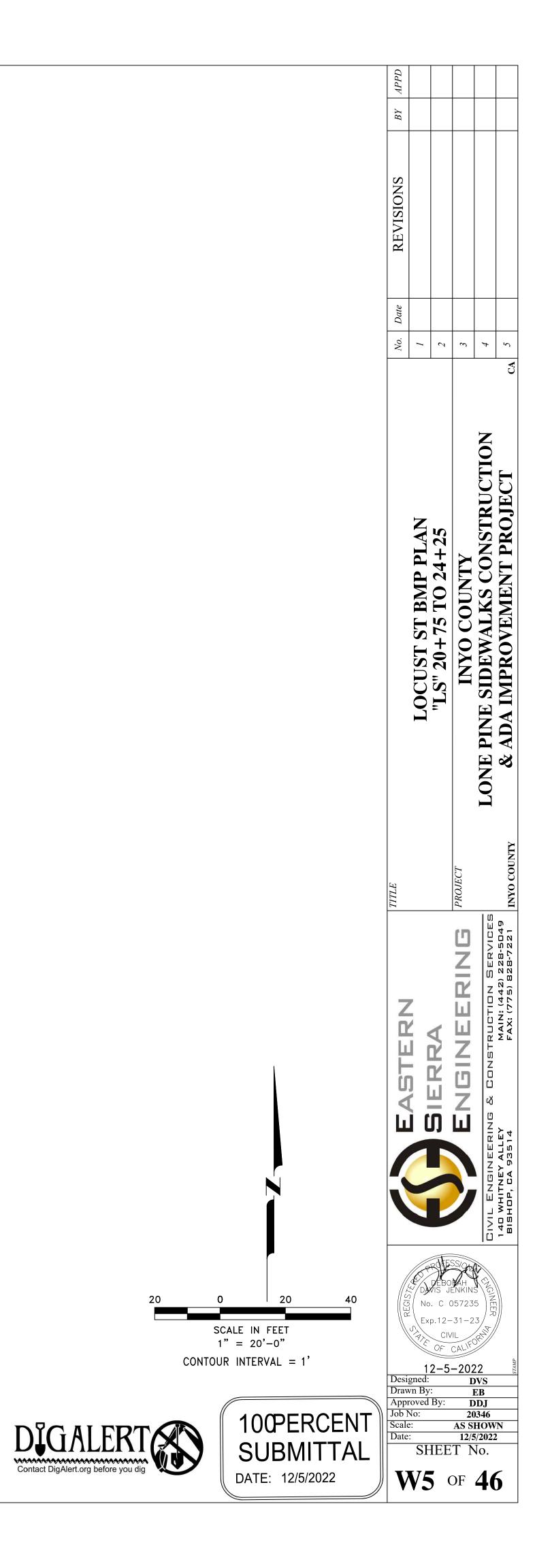
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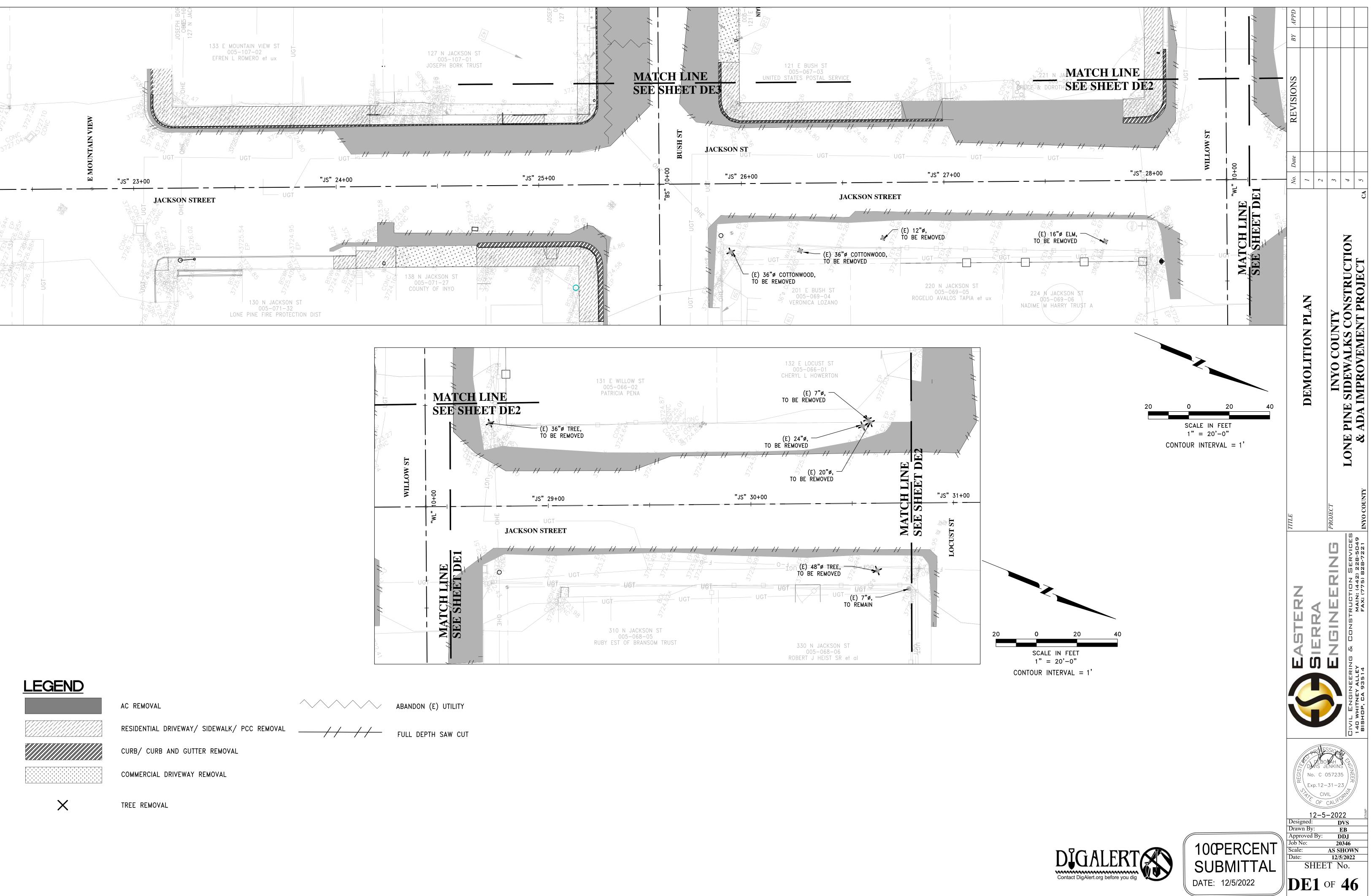


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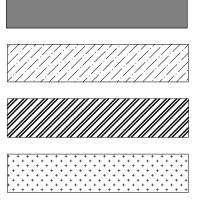
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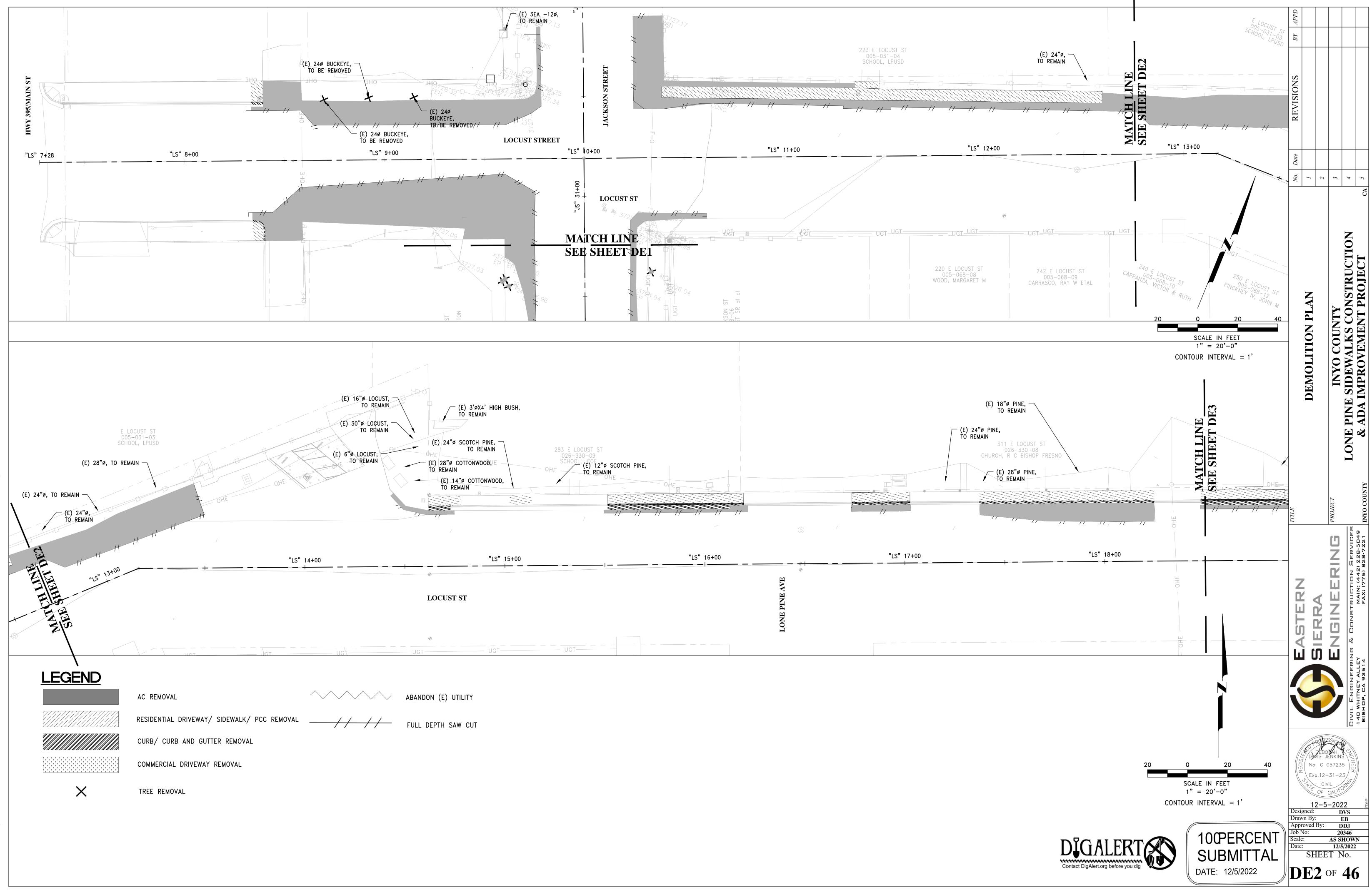










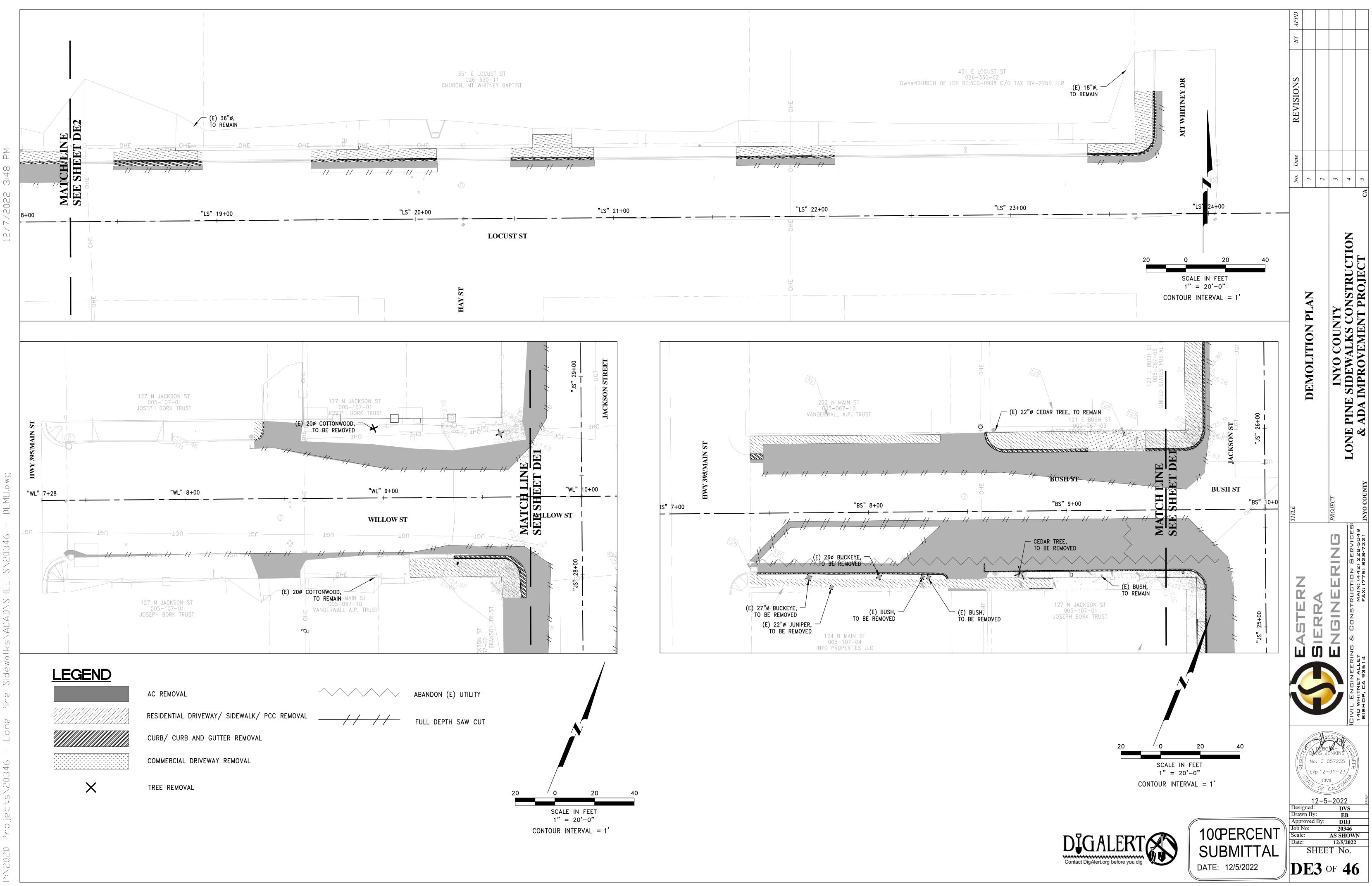


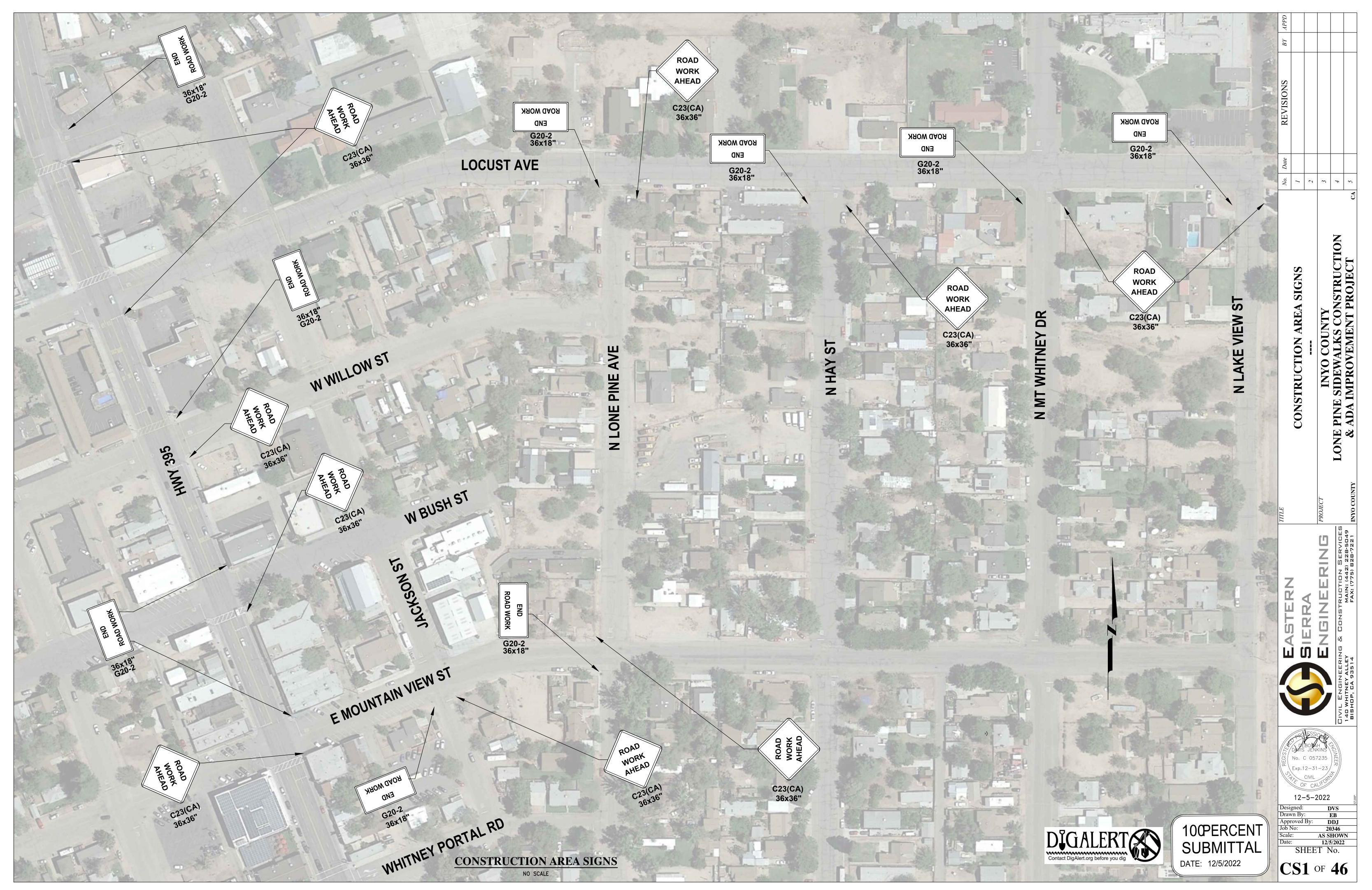
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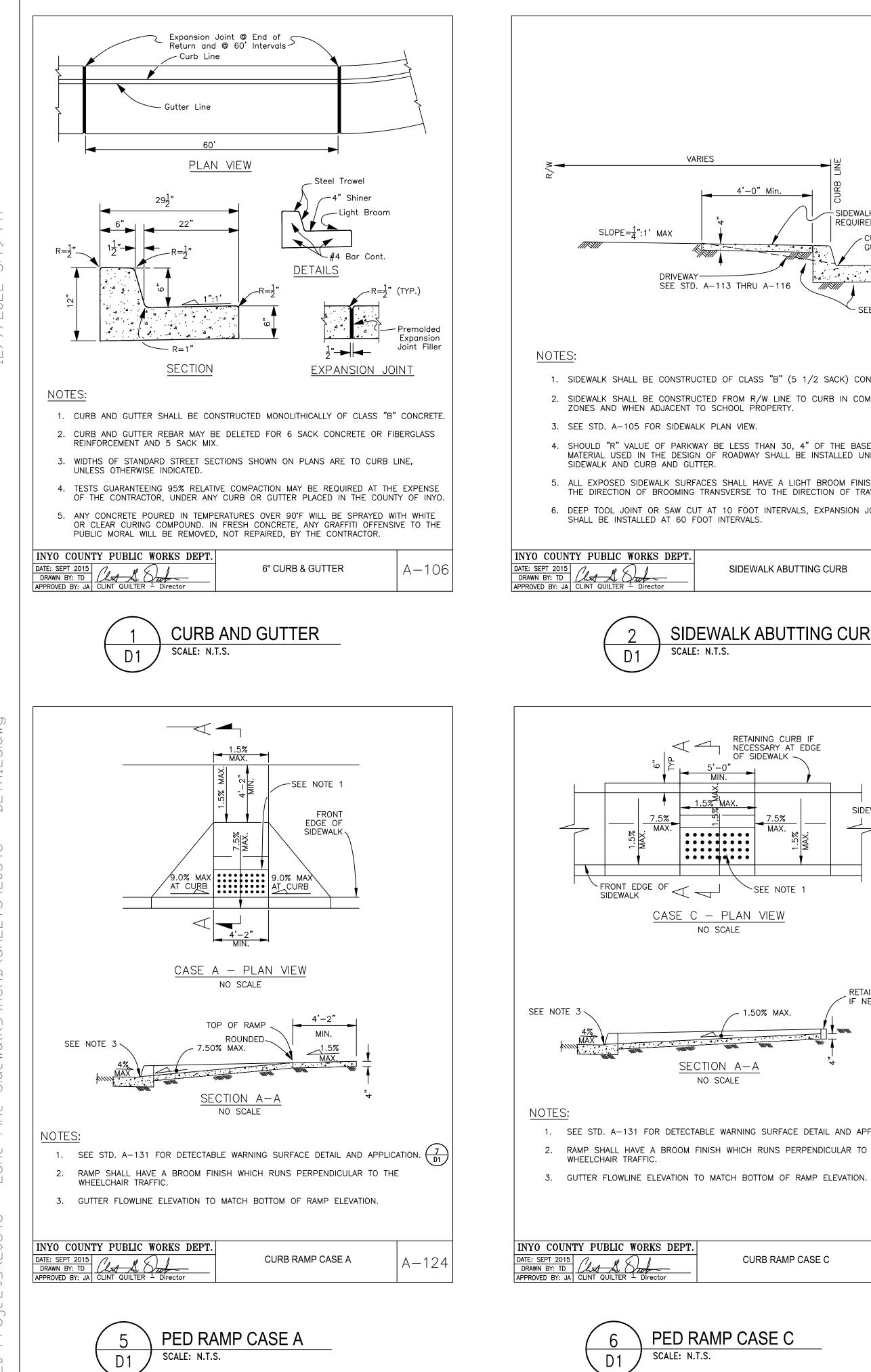
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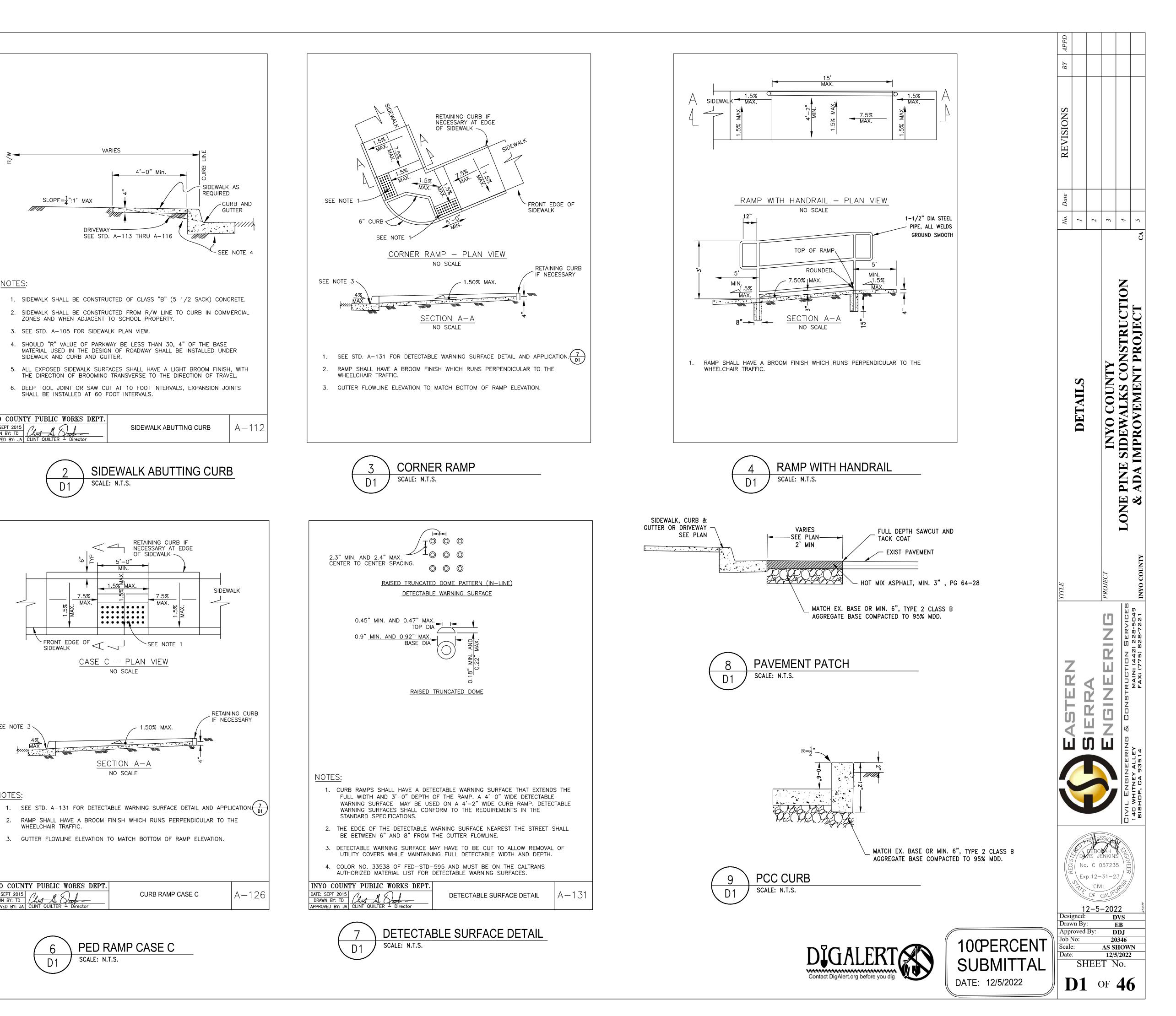
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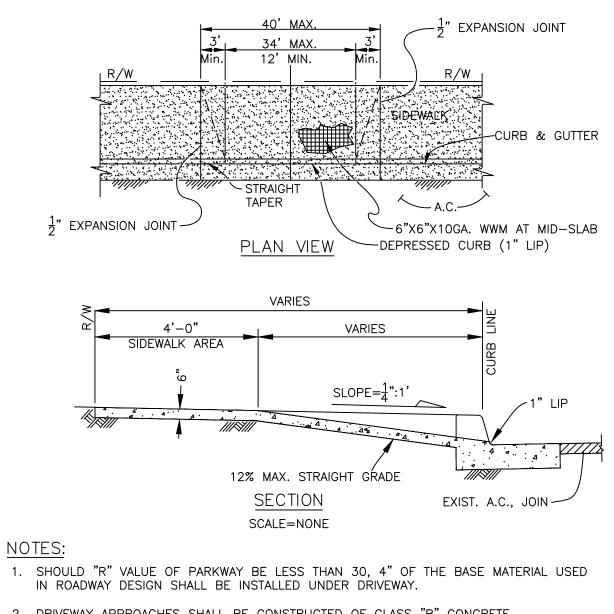
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2020 Projects/20346 - Lone Pine Sidewalks/ACAD/SHEETS/20346 - DETAILS,dwg

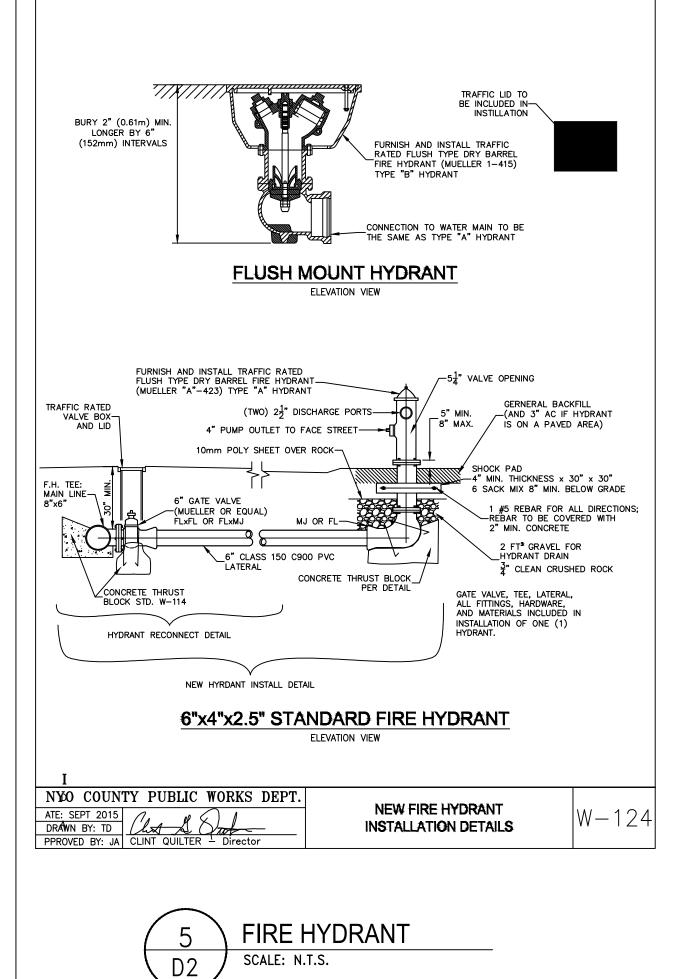
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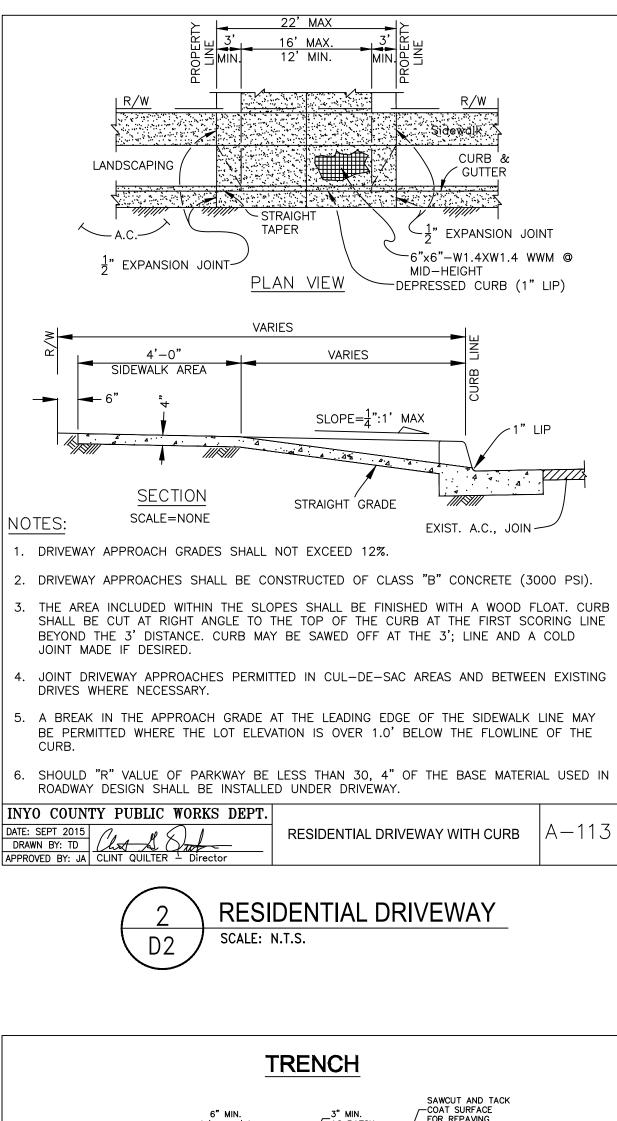


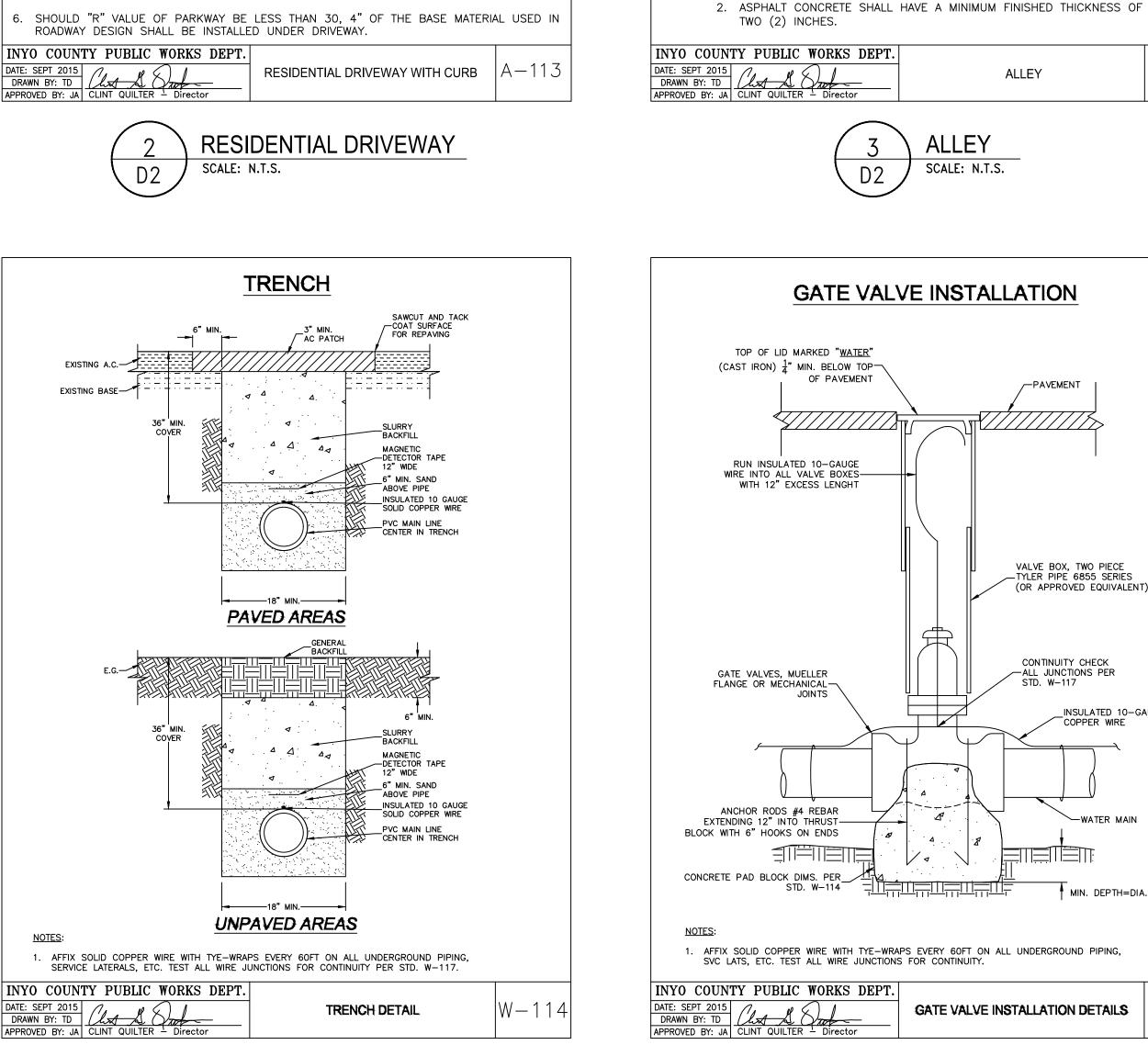


- 2. DRIVEWAY APPROACHES SHALL BE CONSTRUCTED OF CLASS "B" CONCRETE.
- 3. THE NUMBER OF APPROACHES IS LIMITED TO 2 PER STREET FRONTAGE UNLESS OTHERWISE AUTHORIZED BY THE INYO COUNTY ROAD DEPARTMENT.
- 4. ALL PAVEMENT OTHER THAN DRIVEWAY INSTALLED BETWEEN RIGHT OF WAY AND CURB SHALL BE CLASS "B" P.C.C., 4" THICK.
- 5. THE DISTANCE BETWEEN DRIVEWAY APPROACHES SHALL BE 10' MINIMUM.
- 6. THE DISTANCE BETWEEN A CURB RETURN POINT AND APPROACH SHALL BE 5' MINIMUM.
- 7. APPLY BROOM FINISH ON ALL APPROACH SURFACES.



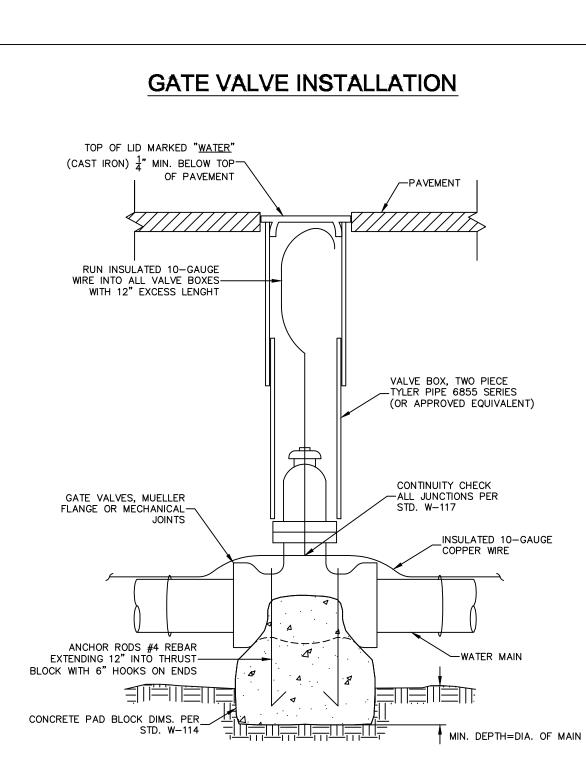


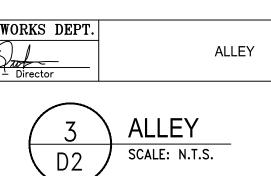


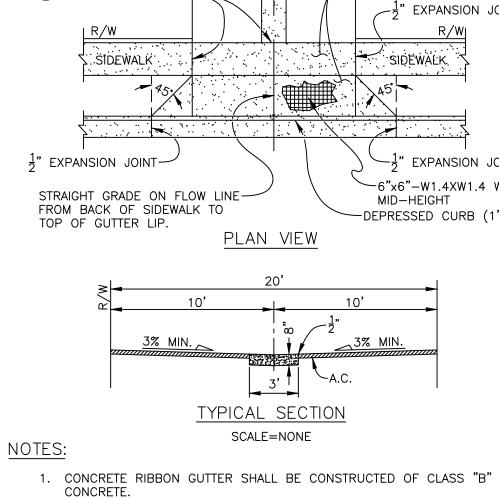


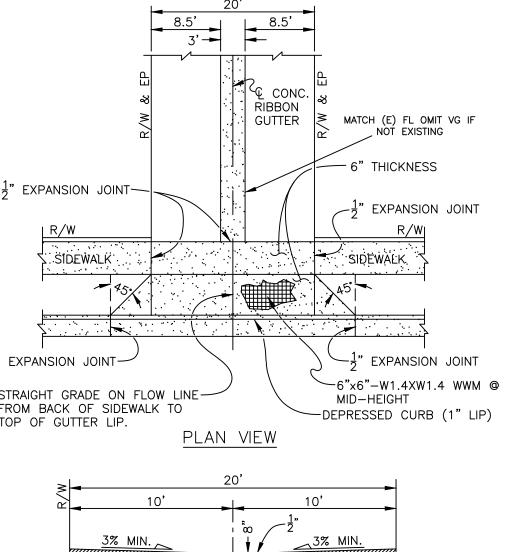


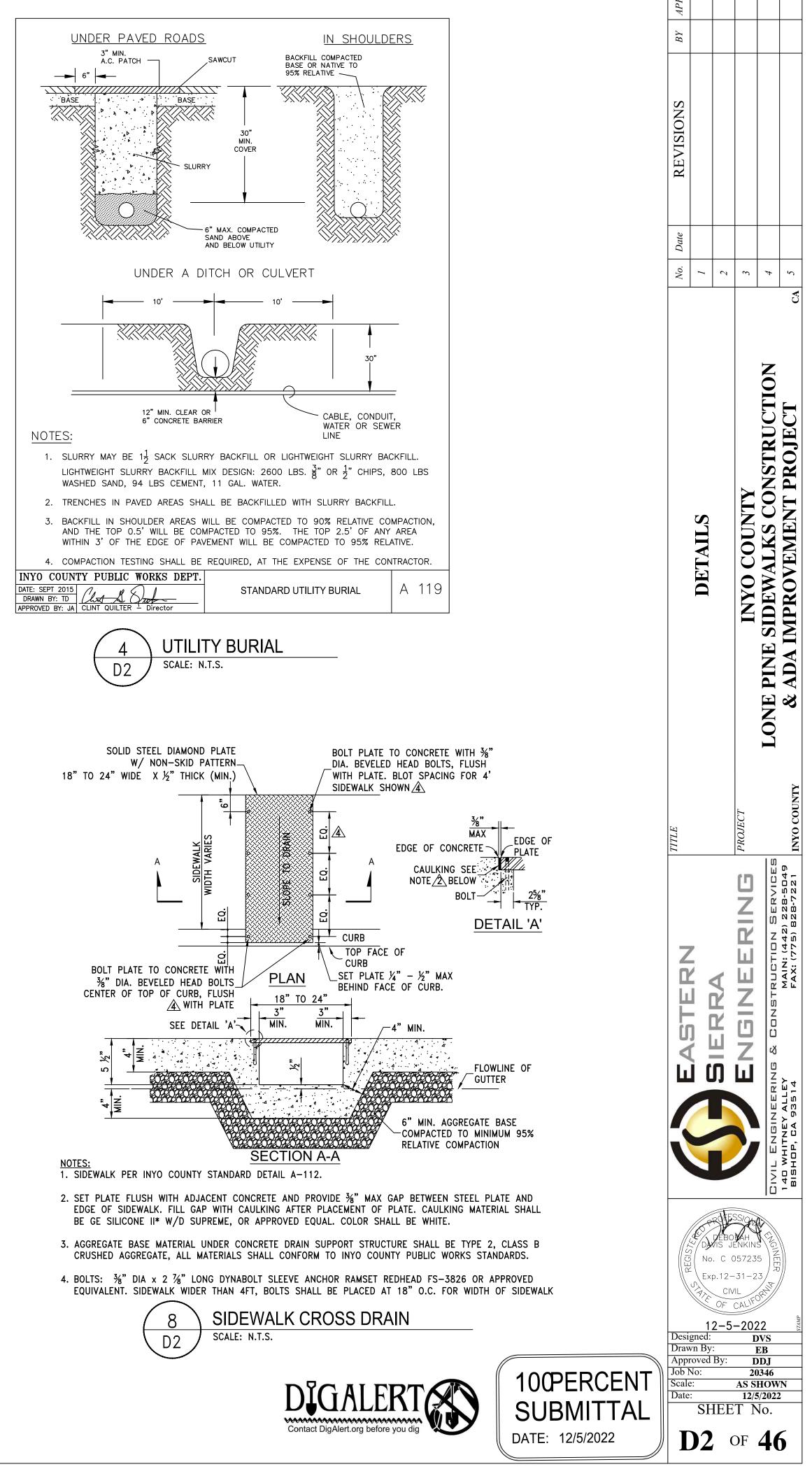
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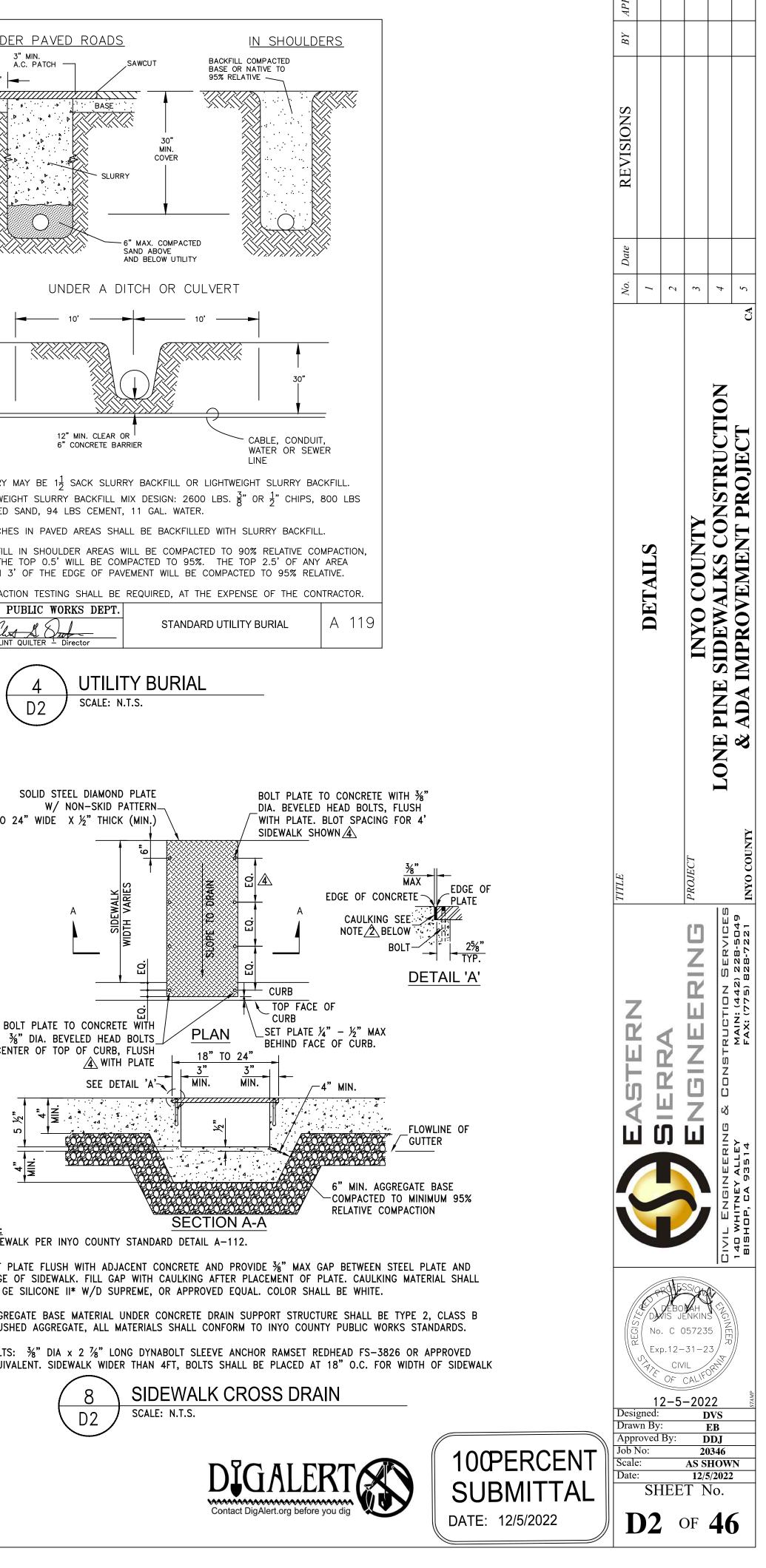






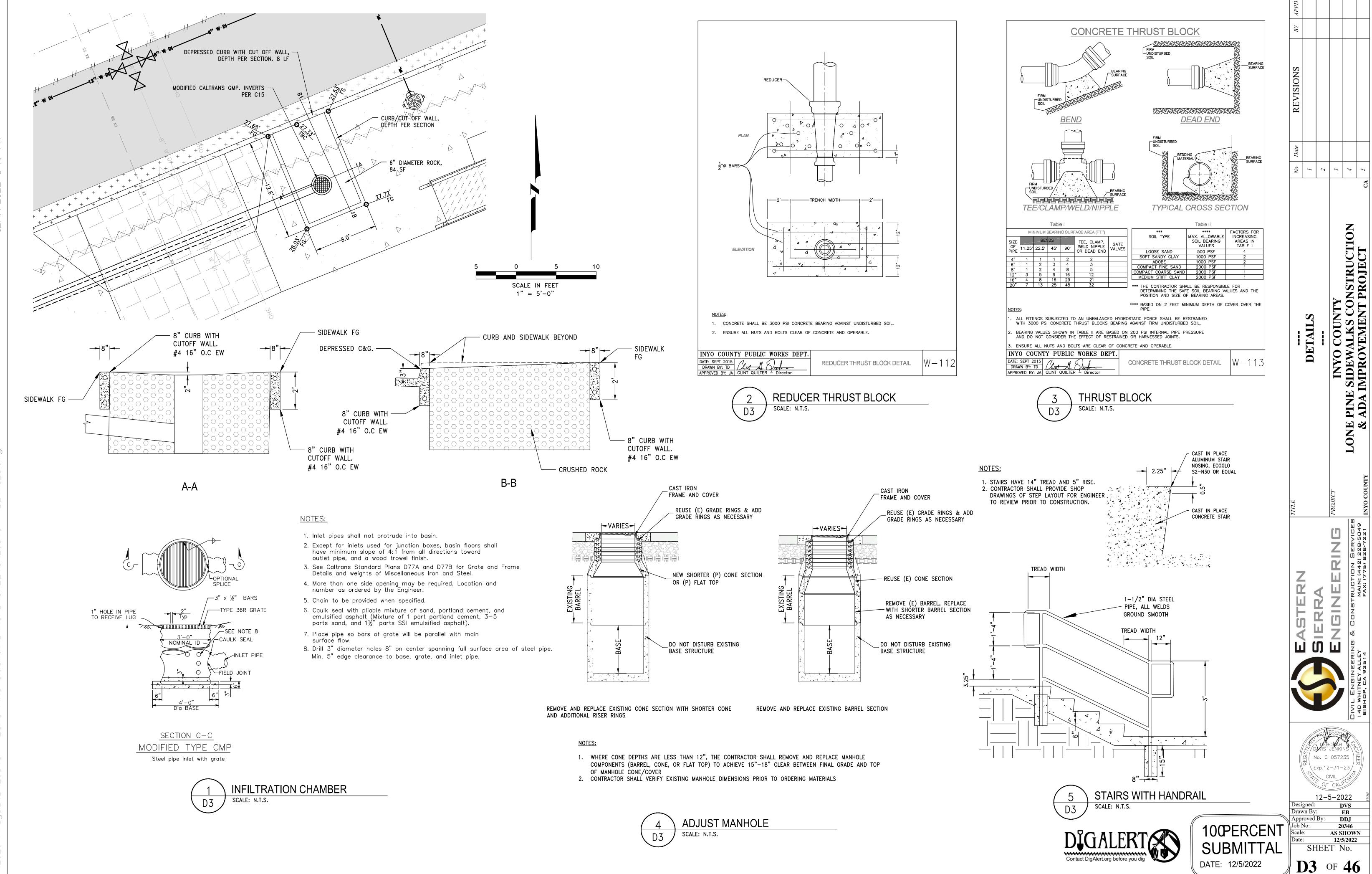
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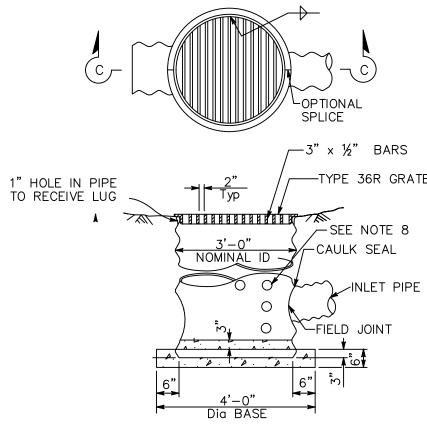
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GATE VALVE INSTALLATION DETAILS









FOR CONSTRUCTION ON COUNTY ROADS IN INYO COUNTY

Lone Pine Sidewalks Construction and ADA Improvement Project

County of Inyo, California

August 2023

Notice To Bidders

Sealed proposals will be received at the County of Inyo Public Works office, 168 North Edwards Street, Independence, California 93526 until three o'clock (3:00) in the afternoon on 24 August 2023, for furnishing all labor, materials, tools, implements and machinery to do and complete all work in a manner satisfactory to the County Engineer, for the following project:

Lone Pine Sidewalks Construction and ADA Improvement Project

Together with such other incidental items as are necessary to complete the work in the manner and time prescribed and in strict conformity with the contract documents.

At 3:01 in the afternoon on the above date, said proposals will be publicly opened and read aloud.

All proposals shall be made using the forms furnished by the County and shall be enclosed and sealed in an envelope which is addressed to the County Board of Supervisors, 168 North Edwards Street, Independence, California, Independence, California, and is clearly labeled:

Bid for Lone Pine Sidewalks Construction and ADA Improvement Project

Bid books including plans, specifications, bid forms to be used for bidding on this project and other contract documents can be obtained at the County of Inyo Public Works office, 168 North Edwards Street, Independence, California. Only bids referencing all addendums issued for the project shall be considered. To receive addendums and other information issued on the project during the advertisement period, provide your contact information to Inyo Public Works at the above addresses at least two working days prior to bid opening.

This project is located on North Jackson Street from East Mountain View to East Locust Street, on East Bush Street from North Main Street to North Jackson Street, on East Willow Street from North Main Street to North Jackson Street, and on East Locust Street from North Main Street to North Mount Whitney Drive. This is a sidewalks project consisting of the construction of sidewalks on county roads within 80 foot right of ways including patching pavement, curb and gutter, curb ramps, driveways, storm drain, and removal of existing facilities that interfere with the construction. The project includes furnishing of all labor, implements, tools, machinery, materials and all other work required to complete the project.

Bidders may attend a pre-bid review of the project site with project staff at ten o'clock (10:00) in the morning on 18 August 2023. To participate in this review, be at the intersection of Jackson Street and Bush Street at this date and time.

The estimated range for the construction cost of this phase of the project is from about \$1 to \$1.5 million depending on construction option.

This project is entirely funded with State funds. As a result, contracting preferences do not apply to this project.

Technical questions should be directed to Travis Dean, County of Inyo, 168 North Edwards Street, Independence, California 93526, (760) 878-0203

The successful bidder shall furnish all items required in the contract documents. The contract for this project is a Non-Informal-Bid Contract.

All proposals shall include prices for all items of work for all construction options contained in the contract documents. The County intends to award the contract to the bidder with the lowest responsive bid for the most extensive construction option the County is able to fund from the allotment available for this project. Responsive bid proposals shall include all items required in the "bid book". The bid book consists of the following:

- 1. Completed Bid Form
- 2. Bid Bond or other security
- 3. Completed Non-collusion Declaration form
- 4. Completed Contractor's Certificate Regarding Worker's Compensation form
- 5. Completed Proposed Equipment and Material Manufacturers form
- 6. Completed Proposed Subcontractors form
- 7. Completed Contractor Licenses form

The County of Inyo hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Inyo and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Contractor shall procure all required permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The County Board of Supervisors, reserves the right to reject any and all proposals and to waive any formalities in the proposal.

<u>Bid Form</u>

Proposal to County of Inyo for the construction of

Lone Pine Sidewalks Construction and ADA Improvement Project

Bidder Information:

Name:	
Address:	
Phone:	
Email:	

To the Inyo County Council:

Pursuant to and in compliance with your Notice to Bidders inviting sealed proposals (bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the contract documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a workman like manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including Addenda _____, ____, ____, and , for the prices hereinafter set forth.

The bidder, under penalty of perjury, certifies that, except as noted on an attached page, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager: Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; Does not have a proposed debarment pending; and Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years. If there are any exceptions to this certification, insert the exceptions on an attached page.

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the County in the form set forth in the contract documents and that he will accept in full payment thereof the unit prices on the following 3 pages.

Bid Form: Base Bid

Bid For	Unit	Description	Unit Price	QTY	Total Price
1	LS	Mobilization		1	
2	LS	Erosion Control		1	
3	LF	Relocate (E) Fence		322	
4	EA	Remove Tree		16	
5	EA	Sign		16	
6	EA	Relocate (E) Fire Hydrant		2	
7	EA	Relocate Mailbox		1	
8	EA	Relocate Water Meter		1	
9	EA	Adjust Utility Box		10	
10	EA	8 inch Water Valve		4	
11	EA	Adjust Water Meter and Install Traffic Rated Lid		2	
12	EA	Adjust Manhole		2	
13	EA	Remove (E) Construct Infiltration Chamber		1	
14	LF	12 inch Storm Drain		126	
15	EA	Sidewalk Cross Drain		1	
16	EA	Install 2 inch Water Service		2	
17	LF	12 inch Water Pipe		87	
18	LF	6 inch Water Pipe		100	
19	SF	Remove (E) Construct Sidewalk		9,557	
20	LF	Remove (E) Construct Curb & Gutter		2,610	
21	SF	Remove (E) install PCC Spandrel		325	
22	LF	Remove (E) Construct PCC Curb		20	
23	EA	Remove (E) Construct PED Ramp Case A or C		19	
24	EA	Remove (E) Construct Corner Ramp		4	
25	EA	Remove (E) Construct Ramp with Hand Rail		2	
26	EA	Remove (E) Construct Stairs with Hand Rail		1	
27	SF	Remove (E) Construct Driveway		1,155	
28	SF	Remove (E) Construct Commercial Driveway		2,082	
29	SF	Remove (E) Construct Alley		1,619	
30	SF	Remove (E) Construct N Jackson PCC Flatwork Extension		220	
31	SF	Remove (E) Construct Pavement Patch		20,298	
32	SF	Accessible Pavement Marking		289	
33	LF	Paint Curb Red		832	
34	LF	Paint Curb White		43	
35	EA	Stop Marking		7	
36	LF	4 inch Solid White Line (paint)		742	
37	LF	12 inch Solid Line (paint)		892	
38	LS	Traffic Control		1	

Item	Unit	Description	Unit Price	QTY	Total Price
39	LS	SWPPP		1	
40	LS Construction Staking				
	Total Base Bid				

CY is cubic yard; EA is each; LF is linear foot; LS is lump sum; SF is square foot

Bid Form: Add Alt 1

Work shown in Add Alt 1 on C1 SITE PLAN sheet only.

Item	Unit	Description	Unit Price	QTY	Total Price
5*	EA	Sign		5	
19*	SF	Remove (E) Construct Sidewalk		949	
20*	LF	Remove (E) Construct Curb & Gutter		1,224	
23*	EA	Remove (E) Construct PED Ramp Case A or C		5	
27*	SF	Remove (E) Construct Driveway		971	
31*	SF	Remove (E) Construct Pavement Patch 1,486			
33*	LF	Paint Curb Red		177	
35*	EA	Stop Marking		1	
37*	LF	12 Inch Solid Line (paint)		262	
38	LS	Traffic Control (47% of Base Bid)		1	
39	LS	Construction Staking (47% of Base Bid)		1	
		Total A	dd Alt 1 Bid		

CY is cubic yard; EA is each; LF is linear foot; LS is lump sum; SF is square foot ***Unit prices shall be the same as in the Base Bid**

Bid Form: Add Alt 2

Work shown in Add Alt 2 on C1 SITE PLAN sheet only.

Item	Unit	Description	Unit Price	QTY	Total Price
4*	EA	Remove Tree		3	
5*	EA	Sign		1	
9*	EA	Adjust Utility Box		2	
19*	SF	Remove (E) Construct Sidewalk		886	
20*	LF	Remove (E) Construct Curb & Gutter		235	
23*	EA	Remove (E) Construct PED Ramp Case A or C		2	
28*	SF	Remove (E) Construct Commercial Driveway		386	
29*	SF	Remove (E) Construct Alley		310	
31*	SF	Remove (E) Construct Pavement Patch		2,872	
33*	LF	Paint Curb Red		90	
38	LS	Traffic Control (9% of Base Bid)		1	
39	LS	Construction Staking (9% of Base Bid)		1	
	Total Add Alt 2 Bid				

CY is cubic yard; EA is each; LF is linear foot; LS is lump sum; SF is square foot ***Unit prices shall be the same as in the Base Bid**

Bid Form Total Summary:

Total Base Bid	
Total Add Alt 1 Bid	
Total Add Alt 2 Bid	
Base Bid with Add Alt 1	
Base Bid with Add Alt 2	
Base Bid with Add Alt 1 & 2	

The contract will be awarded based on the base bid.

In the event the total amount for an individual bid item does not agree with the product of the estimated quantity and unit price bid for that item, the unit price stated for the individual item shall govern and the incorrect total amount for that item shall be corrected. In the event the Total Base Bid, Total Add Alt 1, or Total Add Alt 2 do not agree with the sum of the total amounts bid for the respective bid items, the total amounts for the respective bid items shall govern and the incorrect Totals shall be corrected.

Unit prices for all items, extensions and total amount of bid must be shown. The proposal submitted shall be in effect for 30 days after the opening of bids.

Accompanying this proposal is a deposit in the form of a _____(Insert words "certified check", "cashier's check", "bid bond", "cash", or appropriate description of substitute security, as the case may be) in the amount of \$_____ which amount is not less than 10% of the total Base Bid, payable to the COUNTY OF INYO.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the County in case this proposal is accepted by the County and the undersigned fails to execute a contract with the County as specified in the contract documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the County be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay County's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows. If bidder is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each party.

Authorized Bidder Representative:	
Name (typed or printed):	(SEAL)
By:	
(Individual's signature – attach evidence of authority to sign)	
Title:	

Bid Bond

(10% of Total Bid Amount)

We,	as Principal,
and	as Surety, et forth herein to the
County of Inyo, California	

(herein called County) for payment of the penal sum of ______

_____ Dollars (\$______), lawful money of the United States. Principal has submitted the accompanying bid for the construction of

Lone Pine Sidewalks Construction and ADA Improvement Project

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the County, at the price designated by his bid, and files two bonds with the County, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the County, and carries all insurance in type and amount which conforms to the contract documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the County from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the County is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay County's reasonable attorney's fees incurred with or without suit.

Executed on

(Seal of Corporation)

PRINCIPAL

By _____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

	(Name and address of Surety)
	(Name and address of Surety's agent for service of process in California, if different from above)
	(Telephone number of Surety's agent in California)
(Attach Acknowledgement)	

SURETY

By____

(Attorney-in-Fact)

Non-collusion Declaration

The undersigned declares:

I am the ______

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

Date	at
County, State	
Signature	
Printed Name	

Contractor's Certificate Regarding Worker's Compensation

Description of Contract: County of Inyo Lone Pine Sidewalks Construction and ADA Improvement Project

Labor Code Section 3700 Provides (in part):

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- B. By securing from the Director of Industrial Relations a certificate of consent to selfinsure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____

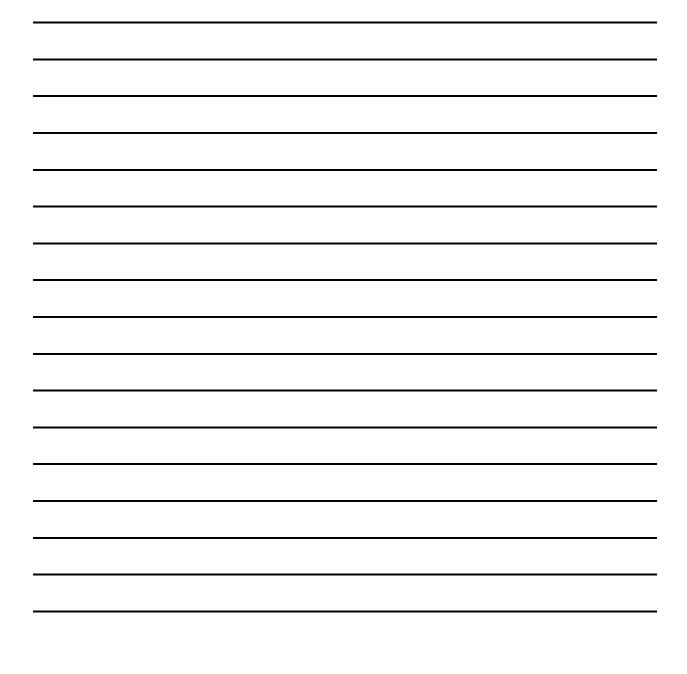
(Contractor)

By_____

(Official Title)

Proposed Equipment And Material Manufacturers

Awarding of a contract will not imply approval by the County of the manufacturers or suppliers proposed by the Contractor. The proposed equipment and materials to be incorporated in the work, their manufacturers, and suppliers are:



Proposed Subcontractors

As required by Section 4100-4107 of the Public Contract Code, the Contractor shall list the subcontractors proposed for this project. No substitution will be permitted after award of contract except upon written approval of the County. The proposed subcontractors on this project are listed below. If small business subcontracting preference is claimed, provide percentage of total bid for each small business subcontractor.

Description of	% of	Name of	Subcontractor	Location of Mill
Work	<u>Bid</u>	Subcontractor	License Number	Shop, or Office

Contractor Licenses

The Contractor's license classifications required for this project are as follows:

Class A – General Engineering Contractor or Class C8 - Concrete Contractor

These classifications are provided for information purposes only. The Engineer does not warrant that all classifications required for the project are listed.

It is the County's intent that "plans," as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both drawings and specifications.

The contractor hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the Contractor's applicable license numbers:

Contractor's License Number	Expiration Date

I state under penalty of perjury that all information submitted by me and included in this contract is true and correct.

Signature of Bidder:

Dated: _____

CONTRACT BY AND BETWEEN THE COUNTY OF INYO and

, CONTRACTOR

for the

PROJECT

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, ______, 20____, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and ______ (hereinafter referred to as "COUNTY"), for the construction or removal of ______ **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration

PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in const 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 any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: _____PROJECT

2. TIME OF COMPLETION. Project work shall begin within _____ 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 or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of:

_____dollars (\$

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 (collectively "the Contract Documents"):

- ____ The Bid Proposal Form
- ____ The Bid Bond
- ____ The Faithful Performance Bond

Project

- ____ The Labor and Materials Payment Bond
- ____ Insurance Specifications
- _____ All documents as described in Section 5-1.02, "Definitions," of the Standard
- Specifications of the Inyo County Public Works Department, dated May 2020
- ____ The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- ____ The Special Provisions concerning this Project including the Appendices and the Plans
- ____ Scope of Work Attachment [negotiated contracts only]
- 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.

All Contract Documents are attached hereto.

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. **INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees 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.

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. <u>Safety Training:</u>

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. <u>Child, Family and Spousal Support reporting Obligations:</u>

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 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 comply with County and 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:

Project

168 N. Edwards PO Drawer Q Independence, CA 93526

If to Contractor: _____

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; or

b. 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.

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. 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.

----000----

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

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE ______ PROJECT

INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Construction Contracts Agreements under Civil Code 2783 or 2782.5

Contractor shall procure and maintain for the duration of the contract, and for five years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF 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 \$5,000,000 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.
- 1. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$5,000,000 per accident for bodily injury and property damage.
- Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
- 3. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- 4. Surety Bonds as described below.
- 5. **Professional Liability** (if Design/Build): Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the 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 Inyo County.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **<u>\$25,000</u>** unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the

Attachment C: 2023 Insurance Requirements for Construction Contracts Agreements under Civil Code 2783 or 2782.5

satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. 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 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of Inyo County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

- 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 "extended reporting" 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 Inyo County for review.
- 5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services

Attachment C: 2023 Insurance Requirements for Construction Contracts Agreements under Civil Code 2783 or 2782.5

involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Waiver of Subrogation: Contractor hereby agrees to waive rights to subrogation which any insurer of Contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Inyo County for all work performed by the Contractor, its employees, agents, and subcontractors.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and Endorsement pages are to be received and approved by Inyo County 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. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Surety Bonds

Contractor shall provide the following Surety Bonds in accordance with the bid package directions: 1. Bid Bond

- 2. Performance Bond
- 3. Payment Bond
- 4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

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

KNOW ALL MEN BY THESE PRESENTS, that _____

(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 ______) 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 _____, 20 ____, entered into an Contract with the County for the construction of the

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.

----000----

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

PROJECT

FAITHFUL PERFORMANCE BOND (100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That _____

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 ______

______ dollars (\$______), 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 ______, 20____, entered into an Contract with the County for the Construction of the ______

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.

000	
Signed and sealed this day of	, 20
(SEAL)	(Name of Corporate Surety) By: (Signature) (Title of Authorized Person) (Address for Notices to be Sent)
(SEAL)	(Name of Contractor) By:

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

Special Provisions

A. GENERAL PROVISIONS

1. GENERAL

Unless otherwise stated, the work embraced herein shall be done in accordance with the current Inyo County Standard Specifications and Standard Details and the 2018 Standard Specifications and the Standard Plans of the State of California, Department of Transportation (Caltrans) insofar as the same may apply and in accordance with these Special Provisions. Copies of the Inyo County Standard Specifications and Standard Details are available on the county website. Caltrans Standard Plans and the Standard Specifications may be obtained from the Department of Transportation.

When approved by the Engineer, forms, documents, and standards equivalent to those specified may be used.

2. GLOSSARY

All definitions and terms in the Inyo County Standard Specifications and in Section 1-1.07B, Glossary, of the Caltrans Standard Specifications shall apply, except whenever the following terms are used the intent and meaning shall be as follows.

Bid Item List: The bid form corrected for math errors.

Contract: Executed agreement between the County and Contractor.

Contract Documents: The documents which make up the Contract, including any and all documents incorporated therein; also, any and all written agreements between the County and Contractor which amend or change the Contract. Referred to as the Bid Book in the Standard Specifications.

Department of Transportation: The Public Works Department of the County of Inyo, except when Department of Transportation publications are cited, such cites are to remain as written and refer to the State of California, Department of Transportation, also known as Caltrans.

Laboratory: The Laboratory of the Public Works Department or other laboratories authorized by the Public Works Department of the County of Inyo to test materials and work involved in the Contract.

Engineer: The individual or entity named as such in the Agreement.

Owner: The County.

State or State of California: The County except when State publications or standards are cited, such cites are to remain as written and refer to the State of California.

3. CHANGES TO STANDARD SPECIFICATIONS

In addition to the changes to the Caltrans Standard Specifications in the Inyo County Standard Specifications, the following sections are deleted from the Caltrans Standard Specifications:

2-1.02, Bid Ineligibility

2-1.18, Small Business and Non-Small Business Subcontractor Preferences

2-1.27, California Companies

2-1.33D, Opt Out of Payment Adjustments for Price Index Fluctuations

Lone Pine Sidewalks Construction and ADA Improvement Project Page 22 of 33

Special Provisions General Provisions 3-1.08, Small Business Participation Request

Delete the numbered list in Section 3-1.18, Contract Execution

Deleted the second and third paragraphs of Section 2-1.33A, Bid Document Completion - General.

Modify Section 5-1.23, Submittals, to identify each sheet by the project name.

Delete the column "Umbrella or excess liability" from Liability Limits table of Section 7-1.06D(2), Liability Limits / Additional Insureds.

4. BONDS

The Contractor, simultaneously with the execution of the contract, shall furnish a payment bond and a performance bond each in an amount equal to 100 percent of the contract amount, or equivalent cash or security in lieu of bonds pursuant to Section 995.710 of the Code of Civil Procedures. Bonds shall be furnished by surety companies satisfactory to the County on the forms furnished as part of the contract documents. Surety companies, to be acceptable to the County, must be authorized to do business and have an agent for service of process in California.

5. SCOPE OF WORK

The scope of the work shall consist of the work described in the contract documents for the **Lone Pine Sidewalks Construction and ADA Improvement Project** and as provided in the improvement plans.

6. PRE-CONSTRUCTION CONFERENCE

Prior to issuance to the Notice to Proceed, the County will hold a pre-construction conference for the purpose of discussing essential matters pertaining to the pursuit of the satisfactory completion of the project. The Contractor's representatives at this conference shall include all major superintendents for the work and may include subcontractors.

7. CONSTRUCTION STAKES

The Contractor shall be responsible for all construction staking.

8. SUBMITTALS

In addition to submittals required in the Inyo and Caltrans Standard Specifications and elsewhere in these Special Provisions, the Contractor shall submit the following information to the County 7 working days prior to beginning of work for review and approval.

- a) A schedule of work conforming to Section 8-1.02B, Level 1 Critical Path Model Schedule, of the Standard Specifications.
- b) A health and safety plan.
- c) A traffic control plan

Each submittal shall include a cover sheet clearly describing the purpose of the submittal and containing a statement that the contractor has examined and verified all field dimensions and measurements, field construction criteria, materials, and similar data, and they meet the requirements for the project. Submittals shall provide sufficient information to determine that the item is in compliance with the requirements.

9. PERMITS AND LICENSES

The following permits and licenses are known to be required for the work:

- a) County of Inyo Business License
- b) California Contractors License Classification A or C8.
- c) SWPPP Permit

10. TIME OF COMPLETION

The Contractor shall have 85 working days to complete the work.

11. LIQUIDATED DAMAGES

Liquidated damages shall be \$1,000 per day.

12. MEASUREMENT AND PAYMENT

All work will be measured and paid for as shown on the bid form and the contract documents.

Item quantities shall be measured by planned, actual, or lump sum in accordance with these special provisions. Item quantities to be measured for payment by planned quantities shall be based on theoretical or calculated quantities of completed work based on the plans. Item quantities to be measured for payment by actual quantities shall be determined by measurement of completed work.

The price paid for bid items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing those items of work complete in place in accordance with the contract documents.

When the contract does not include a contract pay item for work required by the contract, full compensation for that work is included in the prices paid for the contract pay items included in the contract.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

13. RESOLUTION OF CLAIMS

All public works claims between the Contractor and County relating to this contract where the total claims of both parties are equal or less than \$375,000 shall be resolved in accordance with Public Contract Sections 20104 et seq., which are incorporated herein by reference. There shall be no claims for labor compliance issues.

14. TRAFFIC CONTROL

The contractor's traffic control plan shall include, but not be limited to, the following:

- Construction signing
- Types and location of traffic control devices
- Draft notification letters
- Caltrans encroachment permit for elements on state right of way

The plan shall conform to the California Manual of Uniform Traffic Control Devices.

The County Engineer will review the submittal and provide written comments on the proposed plan. Upon resolution of issues the Engineer shall accept the plan in writing.

Acceptance by the Engineer of a traffic control plan shall in no way relieve the Contractor of his responsibility for safety. Acceptance of the traffic control plan by the County Engineer indicates that the plan generally appears to conform to the contract requirements. Such acceptance shall in no way be construed as confirmation of the technical accuracy or adequacy of the contents of the plan and shall not relieve the Contractor of the obligation to institute traffic control measures in full compliance with contract requirements, and which function safely and correctly, and are in conformance with applicable statutes, ordinances, and regulations.

<u>Notifications</u>: Draft notifications to properties shall be submitted to the Engineer for review and approval before Contractor distributes notices. The Contractor shall submit a copy to the Engineer of all notifications delivered.

The Contractor shall prepare and deliver project information notices to all properties adjacent to the project to ensure properties receive the notices no less than 7 calendar days prior to beginning any construction. The notice will include:

- Impacts of construction to property
- General scope of project including description of project and limits, hours and days of operation, phasing information, lane closure, and parking restrictions
- Contractor contact and telephone number
- Other appropriate information requested by the Engineer.

When temporary full-street and driveway closures are necessary for vehicles, the Contractor shall notify the affected properties 3 working days prior to each closure event. Contractor shall notify the Fire Department and EMS and coordinate any closures. At least one access point to the Lo-Inyo School on Locust is to be kept open at all times.

<u>Flagging:</u> Flagging shall be paid entirely by the contractor. Assigned flaggers must control traffic and warn public of any dangerous conditions resulting from work activities. All flaggers must maintain flagging apparel. Flaggers shall be used during active construction operations whenever one-way traffic control is used on a two-way street.

<u>Drop Offs:</u> All longitudinal drop-offs shall be delineated and signed. Where public traffic is exposed to longitudinal drop-offs greater than 4 inches during non-working hours temporary durable safety slopes 4 horizontal to every 1 vertical or flatter shall be constructed and maintained.

<u>Open Trenches and Excavation</u>: Except for the minimum area needed to resume construction the following day, trenches and excavation shall be plated or backfilled and compacted to at least the bottom of the pavement section by the end of each work day.

<u>Phasing and Access Requirements:</u> No more than one block or intersection shall be closed to vehicle traffic at a time. Such single blocks or intersections may only be closed when construction operations are underway. Except at isolated locations, at least two smooth firm lanes at least 11 feet wide shall be open on all two way streets when construction operations and not underway. At isolated locations approved by the Engineer, at least one smooth firm lane at least 11 feet wide shall be open on all streets when construction operations are not underway. One smooth and firm continuous walkway at least 4 feet wide shall be maintained on all streets at all times. Pedestrian access shall me maintained to all properties at all times and delivery access to businesses shall be allowed and maintained to the maximum extent practical. Some businesses require daily deliveries of heavy freight. The contractor shall coordinate with police and fire to minimize impacts of contractor activities on emergency response.

15. GENERAL SAFETY

Contractor shall transmit to the County copies of reports and other documents related to accidents and injuries encountered during this work. Where there is conflict between applicable safety orders, laws and regulations and policies, the more stringent measures shall apply.

16. CHEMICALS

The Contractor shall provide two copies of Material Safety Data Sheets to the County for all chemicals used during this project at least three days prior to bringing them on site. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

If the Contractor encounters hazardous substances during this work, he shall immediately notify the County and the County Environmental Services Office. Hazardous substances shall be disposed of in accordance with the requirements of Inyo County Department of Environmental Health.

B. BID ITEMS

1. Mobilization

Mobilization shall be measured lump sum.

2. Erosion Control

Erosion Control shall include materials and labor necessary to prevent storm water pollution. Erosion control shall be measured lump sum and paid based on percentage of contract time expired.

3. Relocate (E) Fence

Relocate fence consists of relocating existing wood, chain link, hog wire, or other type of fence to outside of Right of Way typically at the back of sidewalk. If existing fence cannot be salvaged, fence shall be replaced in kind. Fence relocation shall be measured actual.

4. Remove Tree

Remove Tree shall include removal and disposal of tree, stump, and roots greater than 4 inches in diameter within 2 feet below finished grade. Remove Tree shall be measured actual.

5. Sign

Sign shall consist of street signs including street name signs and new posts as indicated on the plans. Sign shall use new components or existing relocated components if approved by the Engineer. Street name signs shall conform to Inyo county standards. More than one panel on one post shall be counted as one sign. Sign shall be measured actual.

6. Relocate (E) Fire Hydrant

Relocate existing fire hydrant shall include relocating existing fire hydrant to a new location in accordance with the Inyo standard plans for new fire hydrants and may include replacement of lateral, thrust blocks, shock pad, valve, valve box, tracer wire and other materials necessary for installation. Existing tee shall be abandoned with a blind flange installed on hydrant leg of tee. Relocate Existing Fire Hydrant shall be measured actual.

7. Relocate Mailbox

Relocate Mailbox shall include permanent relocation of existing mailbox in coordination with the Post Office and may include temporary location of the mailbox to maintain public access to it during construction. Relocate Mailbox shall be measured actual.

8. Relocate Water Meter

Relocate Water Meter shall include relocating existing water meter and service lines to a new location in accordance with the Inyo standards and the plans. In the case of some water meters, the utility may preform adjustment activities in conjunction with the contractor's work. The contractor shall coordinate work with utility work. Relocate water meter shall be measured actual.

9. Adjust Utility Box

Adjust Utility Box shall include bringing existing water meter boxes, water valves and other similar utility boxes and structures to finish grade in accordance with Inyo standards. In the case of some communication boxes the utility may perform relocation and adjustment activities in conjunction with the contractor's work. The contractor shall coordinate work with utility work. Adjust Utility Box shall be measured actual.

10. Install 8" Water Valve

Install 8" Water Valve shall include furnishing and installing water valve, valve box and tracer wire; and adjusting to valve box to finish grade in accordance with Inyo standards. Install 8" Water Valve shall be measured actual.

11. Adjust Water Meter & Install Traffic Rated Lid

Adjust Utility Box and Install Traffic Rated Lids shall include bringing existing water meter boxes to finish grade and furnishing and installing traffic rated lid in accordance with Inyo standards. Adjust Water Meter & Install Traffic Rated Lids shall be measured actual.

12. Adjust Manhole

Adjust Manhole shall include bringing existing sanitary sewer manholes to finish grade in accordance with Inyo standards. Adjust Manhole shall be measured actual.

13.Infiltration Chamber

Infiltration Chamber shall include removal of an existing materials (sidewalk, curb & gutter, aggregate base, subgrade, etc.) for the installation of concrete distribution box, crushed rock, depressed curb, and concrete sidewalk cutoff walls. Infiltration Chamber shall be measured actual.

14. Storm Drain

Storm Drain shall be 12 inch diameter HDPE pipe, smooth interior wall, or conform to special provisions for sewer pipe. Storm Drain shall include removal of existing storm drain, slurry backfill to bottom of pavement section where depth to top of drain is less than 1 foot and be measured actual.

15. Sidewalk Cross Drain

Sidewalk Cross Drain shall include removal of existing cross drain and sidewalk, construction of new cross drain including placing aggregate diamond plate, forming and placing concrete. Sidewalk Cross Drain shall be measured actual.

16. Install 2 inch Water Service

Install 2 inch Water Service shall include excavation, bedding, backfill, valves, pipes and fittings. Water service shall be constructed in accordance with Inyo County and the plans. Installation of the Water Services shall include coordination with the water utility connection to the water main. Any water service appurtenance laid by the contractor shall include pressure, sanitation and quality testing in accordance with Inyo requirements. Install 2 inch Water Service to be measured actual.

17. and 18. Water Pipe

Water Pipe shall be Ductile Iron. Water Pipe shall include excavation, bedding, backfill, reducers, tees, elbows, blow offs, casings, thrust blocks and other required fittings and materials. Water Line shall include pressure, sanitation and quality testing in accordance with Inyo County requirements. Water Pipe shall be measured actual.

19. Remove (E) Construct Sidewalk

The width of sidewalk shall be adjusted as approved by the Engineer to avoid permanent encroachments on right of way. Sidewalk shall include sawcut and removal of existing sidewalk, removal or relocation of other features as shown on the plans, removal of roots over 4 inches in diameter, 4 inches of aggregate base, 6 inch curbs, and matching existing grades behind sidewalk that may require either cutting or filling to provide a smooth transition. Sidewalk shall be 1.5% cross slope plus or minus 0.5% unless shown otherwise on the plans. In planter areas the top 12 inches of soil shall be appropriate for landscaped areas, free from rocks over 1 inch greatest dimension, and free of debris. Finish grade in planter areas shall be flush with adjacent sidewalk. Driveways and curb ramps shall not be included in the measurement of sidewalk. Sidewalk shall be measured actual.

20. through 22. Remove (E) Construct Curb

Curb consists of the construction of PCC Curb or Curb and Gutter generally between sidewalk and roadway surface and shall include removal of the existing curb or curb and gutter, subgrade preparation, placement and compaction of 6 inch aggregate base, and adjacent spandrel including spandrel surrounding inlets and shall not include 6 inch curbs constructed in conjunction with sidewalk and curb ramps. No deduction for driveways or curb ramps shall be made in the measurement of curb. Curb shall be measured actual.

23. and 24. Remove (E) Construct Ramp

Ramp shall consist of the construction of ped ramp case A or C or corner ramp shall include removal of existing curb ramp, corner ramp or existing facilities in conflict, subgrade preparation and compaction, placement and compaction of 6 inches of aggregate base, detectable warning, gutter, 6 inch curbs, and other concrete necessary to construct ramps, matching existing grades behind and adjacent to ramp that may require either cutting or filling to provide a smooth transition. Ramp shall be measured from outside edge of flare to outside edge of flare. Where corner ramps are used, each corner shall be counted as two ramps. Ramp shall be measured actual.

25. Ramp with Hand Rail

Ramp with Hand Rail consists of the construction of ramps other than curb or corner ramps and includes removal of existing features in conflict, subgrade preparation and compaction of 6 inches of aggregate base, placement and compaction of necessary fill to 95% relative compaction, and construction of ramp including hand rails. Hand Rails shall be painted black and shall require a submittal. Maximum longitudinal grade shall be 7.5%. Ramp with Hand Rail shall be measured actual.

26. Stairs with Hand Rail

Stairs include removal of existing features in conflict, subgrade preparation and compaction, placement and compaction of 6 inches of aggregate base and of necessary fill to 95% relative compaction, and construction of stairs generally as shown on the plans and in conformance with building code requirements, including Hand Rails painted black. Stairs and hand rails shall require a submittal. Stairs with Hand Rails shall be measured actual.

27. through 30. Remove (E) Construct Driveways

Driveways include Driveways, Commercial Driveways, Alleys, and N Jackson PCC Flatwork Extension. Driveways shall include removal of existing driveway and matching existing grades behind driveways that may require either cutting or filling to provide a smooth transition. Driveways consist of removal of existing features in conflict, subgrade preparation and compaction, placement and compaction of necessary fill to 95% relative compaction, 6" aggregate base, welded wire mesh and 4" PCC concrete. Driveways shall be measured between points where curb is full height on either side of each driveway at the front, shall be measured by actual width at the back and shall be measured to include the flared areas near the curb. Driveways shall be measured actual, except maximum slopes shall be assumed.

31. Remove (E) Construct Pavement Patch

Pavement patch shall include saw cutting existing pavement, removing existing pavement and underlying material, and placing aggregate base and Hot Mix Asphalt (HMA). HMA shall be Type B. Sawcut shall be 2 feet minimum from lip of gutter or spandrel unless shown otherwise. All damaged pavement edges against which HMA will be placed shall be sawcut parallel and perpendicular to the street centerline. The grading of the aggregate on the top lift shall be 1/2 inch, maximum, medium. Asphalt binder shall be Grade PG 64-28 conforming to current California Department of Transportation specifications. Pavement Patch shall be measured actual.

32. Accessible Pavement Marking

Accessible Pavement Marking shall include all markings for two accessible stalls and 10 foot aisle on Locust Street. Accessible Pavement Marking shall be two coat traffic paint and shall be measured actual.

33. and 34. Paint Curb

Paint Curb shall include painting two faces (counted as one stripe) of curbs either red or white as shown on the plans. Paint Curb shall be two coats traffic paint in the color indicated. Paint Curb shall be located in the plans and/or as directed in the field by the Engineer. Paint Curb shall be measured actual.

35.Stop Marking

Stop Markings shall be two coats traffic paint in the color and position indicated on the plans or as directed in the field by the Engineer. Stop Marking shall be measured actual.

36. through 37. Pavement Stripes

Pavement stripes shall consist of 4 inch solid white line (paint), 12 inch solid yellow line (paint) for crosswalk markings, and 12 inch solid white line (paint) stop bars. Pavement Stripes shall be two coat traffic paint and shall be measured actual.

38. Traffic Control

Traffic control shall include construction area signs and development, implementation, and maintenance of traffic control plan and be measured lump sum and paid based on percentage of contract time expired.

39. Construction Staking

Construction staking consists of all staking necessary to install improvements to the lines and grades shown on the plans. Construction staking shall be measured lump sum and paid based on percentage of contract time expired.

40. SWPPP

A SWPPP as determined necessary for the construction of this project by the California Water Boards shall be completed prior to the construction of this project. The SWPPP shall be completed and kept on-site in accordance with California Water Boards guidance. A signed, stamped and approved copy of the SWPPP must be approved prior to any construction. To be measured lump sum and paid based on percentage of contract time expired.

C. MATERIALS

1. Portland Cement Concrete

Portland Cement Concrete shall be Class "B" (5 ½ sack) 3000 psi concrete per Section 90 of the Caltrans Standard Specifications.

2. Hot Mix Asphalt

The grade of asphalt binder shall be PG 64-28 neat (non-modified). The asphalt binder shall conform to the provisions in Section 92, "Asphalts," of the Standard Specifications. Aggregates used in Asphalt Concrete shall conform to the requirements for ³/₄-inch Type A in Section 39 of the Standard Specifications. All aggregates (regardless of source) are required to be lime treated in accordance with Section 39 of the Standard Specifications.

3. Ductile Iron Water Pipe and Pipe Casing

Water pipe shall be Ductile Iron Class 350 or C900 PVC DR-14 with a 305 pressure rating. Service and fittings shall be per the Inyo County Standards.

Location wire shall be 14 gauge THWN, insulated, copper, soft drawn. Warning tape shall be blue color, three inches (3") in width, 5 mil thickness, 50-gauge solid aluminum foil core, permanently printed "CAUTION: BURIED WATER LINE BELOW."

4. Storm Drain Pipe HDPE

HDPE pipe shall conform to the provisions in Section 64; "Plastic Pipe" of the Standard Specifications and these special provisions. All plastic pipe shall be smooth wall interior. HDPE pipe shall have a minimum slope of 0.5% and a minimum cover of 12", where attainable, to top of finished grade. Backfill for plastic pipe shall be cement slurry.

5. Bedding Material

Bedding material and placement shall conform to the Caltrans Standard Specifications. Sand bedding must consist of sand, free of clay or organic material, suitable for the purpose intended, comply with the following gradation requirements:

Sieve size Percentage passing No. 4 90–100 No. 200 0–5

6. Aggregate Base

Aggregate base shall comply with Section 26, "Aggregate Bases," of the Caltrans Standard Specifications and these special provisions. Aggregate base shall be Class 2, 3/4-inch maximum and shall have a minimum wet density of 130 pounds per cubic foot, when tested in accordance with California Test 216 or California Test 231. Aggregate base shall not be cinder type in nature and/or include processed glass. Do not store reclaimed asphalt concrete or aggregate base with reclaimed asphalt concrete within 100 feet measured horizontally of any culvert, watercourse, or bridge..

Crushed Rock

Crushed rock shall be the product of crushing rock or gravel. The portion of the material that is retained on a 3/8-inch sieve shall contain at least 50 percent of particles having three or more fractured faces. Not over 5 percent shall be pieces that show no such faces resulting from crushing. Of that portion which passes the 3/8-inch sieve but is retained on the Number 4 sieve, not more than 10 percent shall be gravel particles. Crushed rock will be designated by nominal size and shall conform to the following gradations:

	Percent Passing		
Sieve Size	1"	3/4"	1/2"
1 ½ inch	100	-	-
1 inch	90-100	100	-
3/4 inch	30-60	90-100	100
1/2 inch	0-20	30-60	90-100
3/8 inch	-	0-20	20-60
Number 4	0-5	0-5	0-15
Number 8	_	-	0-5
ASTM C 131 Test Grading	А	В	В

	Percent Passing			
Sieve Size	3/8"	1/4"	3/16"	Rock Dust
1/2 inch	100	-	-	-
3/8 inch	90-100	-	-	100
1/4 inch	-	100	-	-
Number 4	30-60	75-100	100	90-100
Number 8	0-10	0-25	40-75	-
Number 16	-	0-5	0-10	-
Number 30	-	-	-	20-60
Number 200	-	0-2	0-2	5-20
ASTM C 131 Test Grading	C	D	D	-

Crushed rock shall meet the following requirements:

TEST	Test Method Number	Requirements in percent
Percentage Wear	ASTM C 131	
100 Revolutions		15 Maximum
500 Revolutions		52 Maximum



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY



NATE GREENBERG

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 8, 2023

Reference ID: 2023-3799

First Reading of an Ordinance and Public Hearing to Consider Adopting a Resolution Revising the Drinking Driver Program Fees

Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY

Marilyn Mann, HHS Director

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

A) Waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Ordinance No. 1172 (2012) Regarding Fees for the Inyo County Driving Under the Influence Program," and schedule enactment for August 15, 2023 at 10 a.m., in the Board of Supervisors Chambers, County Administrative Center, Independence;
B) Pursuant to Government Code section 66018, conduct a public hearing regarding Resolution No. 2023-22, which proposes to increase fees for the Inyo County Drinking Driver Program; and
C) Adopt the proposed Resolution 2023-22 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Revising Inyo County Drinking Driver Program (DDP) Fees," which will go into effect upon the repeal of Ordinance No. 1172.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Health and Human (HHS) Services' Drinking Driver Program (DDP), also known as the Driving Under the Influence (DUI) program, is licensed by the California Department of Health Care Services (DHCS) and governed by the California Code of Regulations (CCR) Title 9, Division 4, Chapter 3, commencing with Section 9795 and Health and Safety Code, Chapter 9, commencing with Section 11836. CCR, Title 9, Section 9878 (b) states, in part, "...the DUI program shall set participant fees at a level sufficient to cover the cost of program services, including each participant's share of personnel and operating expenses incurred by the DUI program in providing program services." The fee schedule for the DUI programs has not been updated since 2012. Since that time, program costs have increased annually as a result of increases in salaries and related payroll taxes, increased benefit costs, and increases in general overhead costs. The program has not generated revenue from fees sufficient to meet the requirements of CCR Title 9, Section 9878 (CCR Section 9878) for a number of years, and has redirected other funding to cover cost overruns.

The process to increase fees is outlined in CCR Section 9878 and includes submitting a cover letter indicating the proposed program fee and rationale for the increase, as well as providing DHCS with a line item revenue and expenditure report for the prior fiscal year, as well as a line item revenue and expenditure budget reflecting the proposed fee increase for the next fiscal year. The department forwarded these documents with a draft payment agreement and payment schedule to DHCS on May

18, 2023 for their review. The Department received a request for additional information on or around July 6, 2023, which was forwarded to DHCS on July 13, 2023. DHCS forwarded a letter approving the proposed fee schedule on July 14, 2023.

The Department respectfully requests your Board repeal Ordinance No. 1172, which established the current DDP fee schedule in 2012 and adopt, instead, a Resolution that will allow the department to assess fees and submit a request for fee adjustments to DHCS annually. The Resolution will take effect upon the repeal of Ordinance No. 1172, which will occur on September 14, 2023, due to the fact that ordinances go into effect 30 days after the second reading of the ordinance.

FISCAL IMPACT:			
Funding Source	Client fees and payments and Behavioral Health Realignment	Budget Unit	045312
Budgeted?	Yes	Object Code	4743
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
This will move budget to be sufficient to fund itself with fees.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to follow the recommendation which may result in either no change in current DDP program fees or a delay in increasing the fees.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

California Department of Health Care Services

ATTACHMENTS:

- 1. DDP Resolution
- 2. Ordinance No.1172
- 3. Fee Increase Approval Letter
- 4. Ordinance Repealing No. 1172 (DDP fees)

APPROVALS:

Marilyn Mann Darcy Ellis Melissa Best-Baker Grace Chuchla Amy Shepherd Marilyn Mann Nate Greenberg Grace Chuchla Created/Initiated - 7/14/2023 Approved - 7/18/2023 Approved - 7/18/2023 Approved - 7/18/2023 Approved - 7/19/2023 Approved - 7/24/2023 Approved - 8/3/2023 Final Approval - 8/3/2023

RESOLUTION NO. 2023 -

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, REVISING INYO COUNTY DRINKING DRIVER PROGRAM (DDP) FEES

WHEREAS, Inyo County, through its Drinking Driver Program provides education and counseling services for individuals convicted of driving under the influence of drugs and alcohol; and

WHEREAS, the Inyo County Drinking Driver Program is licensed through the California Department of Health Care Services (herein referred to as Department) pursuant to Health and Safety Code §11837.4; and

WHEREAS, the Department requires the County to charge fees sufficient to make the program self-supporting and places responsibility for approving all DDP fee schedules with the Department; and

WHEREAS, Inyo County's DDP fees have not been adjusted since 2012, and program costs exceeds the revenue generated by DDP program fees; and

WHEREAS, the fees proposed herein have been based on an examination of the cost of the current program and do not exceed the reasonable cost to the County of providing the services to which they apply; and

WHEREAS, the Department has approved the proposed fees; and

WHEREAS, Government Code §66018 provides the procedure for adopting and revising such fees; and

WHEREAS, the Drinking Driver Program fees are hereby established as follows, per participant:

Wet and Reckless Educational Program (W&R)	\$728
First Offender Program (FOP – 3 month)	\$1,778
First Offender Program (FOP – 6 month)	\$2,576
First Offender Program (FOP – 9 month)	\$3,486
Multiple Offender Program (MOP) – 18 month	\$4,340

With additional fees set as follows:

Missed activity fee	\$20
Transfer In/Out to another DDP program	\$10
Reinstatement after non-compliance	\$40
Returned check fee	\$20
Proof of enrollment fee	\$10
Notice of completion fee – duplicate	\$10
Late payment fee	\$20

WHEREAS, fee waivers and extended payment schedules shall be as established by the Department,

NOW THEREFORE BE IT RESOLVED, the Board of Supervisors of Inyo County hereby establishes fee schedules for the County's Drinking Driver Program as outlined above.

BE IT FURTHER RESOLVED, the fee schedules established herein shall be adjusted annually based on actual costs of service during the prior fiscal year as approved by the Department.

BE IT FURTHER RESOLVED, annual adjustments shall be effective following publication of Notice of Adjustment and the adjustment schedule in the County pursuant to Government Code §66018.

BE IT FURTHER RESOLVED, the DDP fee schedules approved herein shall become effective as of the date of repeal of Ordinance No. 1172 (2012).

PASSED AND ADOPTED this __day of ____, 2023, by the Board of Supervisors of Inyo County by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

Dated: _____

Jennifer Roeser, Chair Inyo County Board of Supervisors

Attest: NATE GREENBERG Clerk of the Board

ORDINANCE NO. 1172

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REVISING INYO COUNTY DRIVING-UNDER-THE-INFLUENCE PROGRAM FEES

The Board of Supervisors of Inyo County ordains as follows:

Section I: FINDINGS

The County, through its Driving-Under-The-Influence Program, provides education and counseling services for those convicted of driving under the influence of drugs and alcohol. In enacting this Ordinance this Board finds that the cost to the County of providing Driving-Under-The-Influence Program exceeds the revenue generated by the fees that the County currently charges for the program; that it is in the public interest and required by statute that those fees be based on an examination of the cost of providing those services; that, based on an examination of the cost of providing the services to which they apply; and that the California Department of Alcohol and Drug Programs (Department) has approved the proposed fees.

Section II: PURPOSE

The purpose of this ordinance is to raise fees for the provision of the Driving-Under-The-Influence Program to recover the costs of providing the program.

Section III: AUTHORITY

The County of Inyo has established a Driving-Under-The-Influence Program which is licensed by the Department pursuant to Health and Safety Code § 11837.4. Health and Safety Code § 11837.4 authorizes and requires the County to charge fees sufficient to make the program self-supporting and places responsibility for approving all Driving-Under-The-Influence Program fee schedules with the Department. Government Code § 66018 provides the procedure for adopting and revising such fees.

Section IV: COUNTY ORDINANCE 1115 REPEALED

On the effective date of this Ordinance, Ordinance No. 1115 establishing fees for the Inyo County Driving-Under-The-Influence Program is repealed.

Section V: Fees

The County of Inyo Driving-Under-The-Influence Program fees are hereby established as follows, per participant:

1

First Offender Wet and Reckless (W&R) Educational Program – Four hundred and thirty six dollars (\$436)

First Offender Program (FOP) – Seven hundred and ninety three dollars (\$793)

First Offender Program .20 (FOP2) – One thousand and forty eight dollars (\$1,048)

First Offender Program .20/9 Month (FOP2/9mo.) – One thousand three hundred and thirty seven dollars (\$1,337)

Multiple Offender Program (MOP) – Two thousand one hundred and forty dollars (\$2,140)

Fee waivers and extended payment schedules shall be as established by the California Department of Alcohol and Drug Programs.

Section VI: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect, except as herein limited, thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124 (b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this <u>12th</u> day of <u>June</u>, 2012.

AYES: Supervisors Arcularius, Cash, Pucci, and Cervantes

NOES: -0-

ABSENT: Supervisor Fortney

ABSTAIN:

Chairperson Inyo County Board of Supervisors

ATTEST: Kevin Carunchio, Clerk of the Board

Pat Gunsolly, Assistant Clerk of the Board



Michelle Baass | Director

July 14th, 2023

THIS LETTER SENT BY MAIL AND EMAIL

Dr. Kimball Pier Deputy Director Inyo County Dept. of Health and Human Services 1360 North Main Street, Suite 201 Bishop, California 93514

FEE INCREASE REQUEST – NOTICE OF APPROVAL, LICENSE NUMBER: 14-00-101-*120

Dear Dr. Pier:

This letter is in response to your Driving-Under-the-Influence program fee increase request received from Inyo Substance Abuse Services, License number 14-00-101-120 by the Department of Health Care Services on May 18th, 2023. Upon review of the information received, approval is granted to increase the fees as follows:

Program Type:	
Wet Reckless	\$ 728.00
3 Month	\$ 1778.00
6 Month	\$ 2576.00
9 Month	\$ 3486.00
18 Month	\$ 4340.00

Additional Fees:

Returned Check

\$ 20.00



Mr. Kimball Pier Page 2 July 14th, 2023

Duplicate DL 101	\$ 10.00
Late Payment	\$ 20.00
Missed Activity	\$ 20.00
Reinstate	\$ 40.00
 Proof of enrollment fee 	\$ 10.00
Transfer Out/In	\$ 10.00

If you have any questions or need additional information, please contact me at (916) 404-9796, or Kristin.hughes@dhcs.ca.gov.

Sincerely,

Kristin M. Hughes

Kristin M. Hughes Analyst

cc: Marilyn Mann, HHS Director Melissa Best-Baker, HHS Deputy Director – FOSO Catie Grisham, SUD Program Supervisor

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING ORDINANCE NO. 1172 (2012) REGARDING FEES FOR THE INYO COUNTY DRIVING UNDER THE INFLUENCE PROGRAM

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to repeal Ordinance No. 1172 (2012) in its entirety and create an updated system for setting the fees for the Inyo County Driving Under the Influence Program.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the general police power granted to the Inyo County Board of Supervisors.

SECTION THREE. REPEAL OF ORDINANCE NO. 1172.

Ordinance No. 1172 (2012) is hereby repealed in its entirety.

SECTION FIVE. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION SIX. CEQA COMPLIANCE.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION SEVEN. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same. PASSED AND ADOPTED this _____ day of May, 2023 by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

JENNIFER ROESER, Chairperson Inyo County Board of Supervisors

ATTEST: Nate Greenberg Clerk of the Board

By: _____ Darcy Ellis _____ Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY



NATE GREENBERG

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 8, 2023

Reference ID: 2023-4019

Public Health and Prevention Community Health Assessment Health & Human Services

NO ACTION REQUIRED

ITEM SUBMITTED BY

Public Health and Prevention

ITEM PRESENTED BY

Stephanie Tanksley, Deputy Director - Public Health & Prevention, Jynx Frederick

RECOMMENDED ACTION:

Conduct a joint workshop with Stantec Consulting Services Inc. regarding Inyo County Public Health and Prevention's upcoming Community Health Assessment.

BACKGROUND / SUMMARY / JUSTIFICATION:

Public Health and Prevention is contracted with Stantec Consulting Services Inc., to conduct a Community Health Assessment, Strategic Plan, and Community Health Improvement Plan. This presentation is to inform the Board and the community about the upcoming survey.

Funding Source	N/A	Budget Unit
Budgeted?	N/A	Object Code
Recurrence	N/A	
Current Fiscal Year Impact		
Future Fiscal Year Impacts		

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. CHS Presentation

APPROVALS:

Stephanie Tanksley Darcy Ellis Anna Scott John Vallejo Nate Greenberg Created/Initiated - 7/31/2023 Approved - 7/31/2023 Approved - 7/31/2023 Approved - 8/1/2023 Final Approval - 8/3/2023 Empowering Our Community's Well-Being





Inyo County Community Health Assessment

Stantec Health Sciences – Who We Are

90 scientists

Disciplines include Epidemiology, Environmental Health, Risk Assessment, Toxicology, and Industrial Hygiene

300+ peer reviewed scientific publications to-date

Partners including government, non-profit, energy, consumer/industrial products, and legal



Introduction

Purpose of this presentation

To discuss the significance of the Community Health Assessment and its potential impact on the community's health and well-being.



Agenda

Importance of the Community Health Assessment

Conducting the Community Health Survey

Impact on community health programs and policies

Addressing challenges through community involvement

Importance and Objectives of the Community Health Assessment

1	Understand the unique health challenges faced by Inyo County
2	Identify key health issues
3	Assess community health status and perceptions
4	Determine and engage existing resources

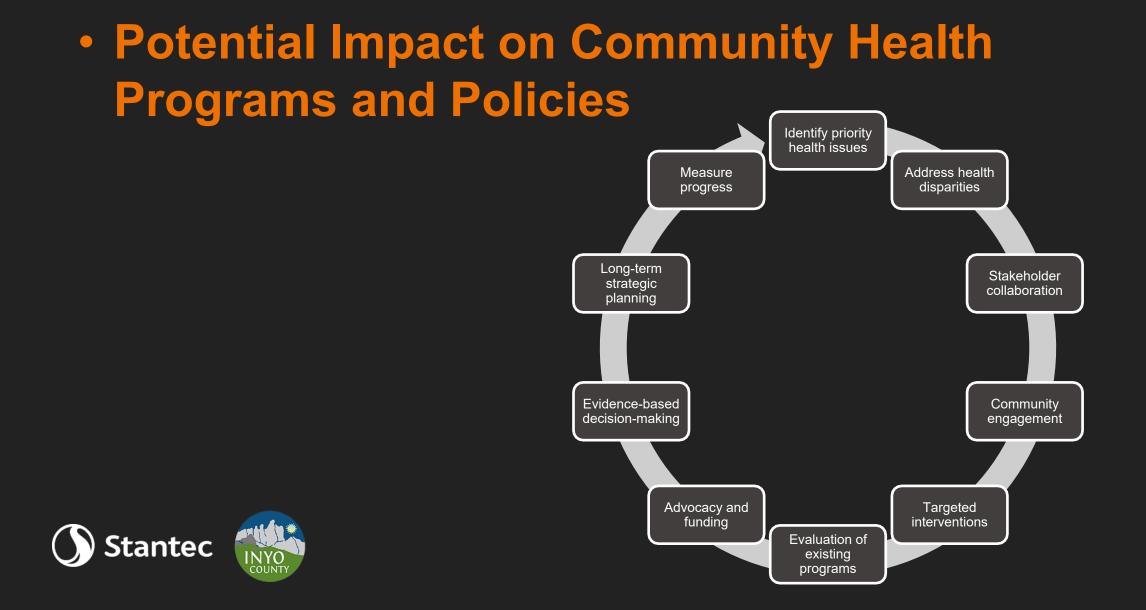


Conducting the Community Health Survey

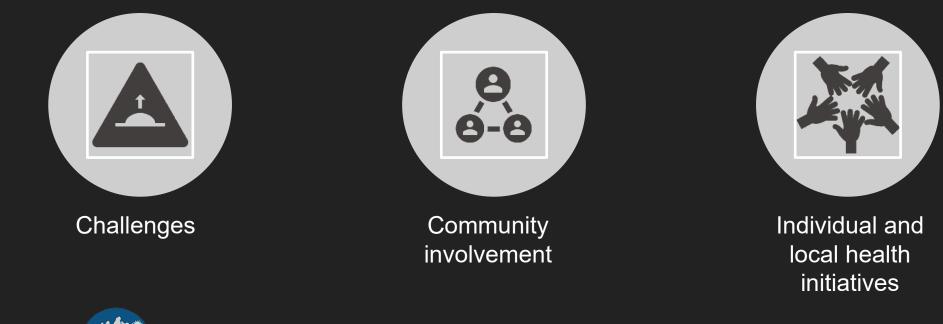
• Launch Date: August 18, 2023

- Systematic process to assess health needs, behaviors, and perceptions
- Design and launch survey
- Monitor response rate
- Collect, analyze, interpret, and report data
- Share survey results with the community and engage in meaningful discussion
- Implement recommendations based on survey results and community input
- Cyclic process with the goal of continuous improvement





Addressing Survey Challenges Through Community Involvement











INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 8, 2023

Reference ID: 2023-4047

Emergency Contract for Whitney Portal Road Repairs Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Nolan Ferguson, Assistant Engineer

Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) Amend the Fiscal Year 2023-2024 Preliminary County Budget as follows: increase appropriation in the Road Budget 034600, Construction in Progress Object Code 5700 by \$300,000 utilizing the Road Fund Balance (4/5ths vote required);

B) Find, by a 4/5ths vote, that an emergency situation exists on Whitney Portal Road that will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

C) Approve the contract between the County of Inyo and Clair Concrete, Inc. of Bishop, CA for the provision of emergency culvert repair services in an amount not to exceed \$1,290,548 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

On July 24, 2023, it was discovered that two major culverts that channel Lone Pine Creek underneath Whitney Portal Road were failing, and water was undercutting the culverts and the roadway. This failure is currently causing severe erosion and asphalt collapse. These culverts have approximately 120 cubic feet per second running through them, which means that the damage is rapidly worsening every day. If Public Works does not take prompt action, there is a potential that the road could collapse. If the road gives way due to the compromised culverts, Lone Pine Creek will be obstructed from its natural flow path under the road. This obstruction will cause the creek's waters to divert uncontrollably towards the Los Angeles Department of Water and Power (LADWP) aqueduct and the town of Lone Pine. This emergency presents significant risks to public safety, local infrastructure, and the natural environment.

Public Works and the Road Department began an emergency repair process pursuant to Public Contract Code section 20395(c). While Public Works is not required to solicit any bids in an emergency situation, in the interest of ensuring that the County receives the best value, Public Works reached out to two local construction companies. Below are the quotes that were received to fix the compromised culverts:

-Spiess Construction Co. of Santa Maria, CA in the amount of \$1,406,430 -Clair Concrete Inc. of Bishop, CA in the amount of \$1,173,225

Accordingly, Public Works is requesting that your Board approve a contract in the amount of \$1,290,548 with Clair Concrete Inc. This represents Clair's bid of \$1,173,225 with a 10% contingency added for unexpected expenses.

FISCAL IMPA	CT:		
Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes (with this budget amendment). By approving this budget amendment, this expenditure will be authorized and completed prior to the adoption of the FY 23-24 Budget and the Board will not have the ability to reconsider this item again during the adoption of the budget.	-	5700
Recurrence	Ongoing expenditure through project completion		
Current Fiscal Year Impact			
The road fund balance will be impacted until reimbursement is received by FHWA or CalOES.			
Future Fiscal Year Impacts			

Additional Information

Public Works will apply for FHWA or CalOES funding for reimbursement.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If the contract is not awarded, the road will continue to degrade until the road fully collapses. This has the potential of causing large scale further damage to not only county assets, but also private public property.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- 1. Speiss Construction Proposal
- 2. Clair Concrete Proposal
- 3. Contract

APPROVALS:

Nolan Ferguson Darcy Ellis Nolan Ferguson Breanne Nelums Denelle Carrington John Vallejo Amy Shepherd Michael Errante Nate Greenberg Created/Initiated - 8/2/2023 Approved - 8/3/2023 Final Approval - 8/3/2023

WHITNEY PORTAL ROAD EMERGENCY REPAIR PROJECT

ABBREVIATIONS

Spiess Construction Co., Inc.

LS = LUMP SUM

LF = LINEAR FEET

SF = SQUARE FEET

ITEM NO.	DESCRIPTION*	UNIT MEAS	EST. QUANTITY	UNIT PRICE	TOTAL DOLLARS
1	Mobilization/Demob	LS	1	\$ 73,000.00	\$ 73,000.00
2	Saw Cut and Removal of Asphalt 320'x24'	SF	7680	\$ 6.00	\$ 46,080.00
3	Survey Work for Culvert and Road Elevations	LS	1	\$ 16,000.00	\$ 16,000.00
4	Survey Work for DOI Landmark restoration	LS	1	\$ 2,000.00	\$ 2,000.00
5	Guardrail Removal and Replacement	LF	500	\$ 200.00	\$ 100,000.00
6	Remove 46'x1'x7.5' head walls	LS	2	\$ 40,700.00	\$ 81,400.00
7	Supply Pour and Finish 46'x1'x7.5' head walls	LS	2	\$ 80,300.00	\$ 160,600.00
8	Excavate and dispose of old culverts	LS	1	\$ 13,500.00	\$ 13,500.00
9	Excavate and remove material for box culvert install (60'x15'x10')	СҮ	335	\$ 290.00	\$ 97,150.00
10	Excavate and remove material for bypass install (100'x12'x10')	СҮ	440	\$ 265.00	\$ 116,600.00
11	Supply and install HDPE 36" Dia bypass cuverts	LF	300	\$ 150.00	\$ 45,000.00
12	Backfill bypass pipes with slurry	СҮ	220	\$ 415.00	\$ 91,300.00
13	Supply and install 1'x60'x15' of crushed gravel	СҮ	34	\$ 650.00	\$ 22,100.00
14	Supply and install 6" Concrete slab (6"x15'x60'	СҮ	17	\$2,100.00	^{\$} 35,700.00
15	Supply and install 6'x8' box culverts (60' span for 2 culverts)	LF	120	\$ 2,530.00	\$ 303,600.00
16	Supply and install Type II Road Base	TON	400	\$ 130.00	\$ 52,000.00

WHITNEY PORTAL ROAD EMERGENCY REPAIR PROJECT

ABBREVIATIONS

Spiess Construction Co., Inc.

LS = LUMP SUM LF = LINEAR FEET

SF = SQUARE FEET

ITEM NO.	DESCRIPTION*	UNIT MEAS	EST. QUANTITY	UNIT PRICE	TOTAL DOLLARS
17	Supply and install new hot mix asphalt	TON	288	\$ 425.00	\$ 122,400.00
18	Supply QC from 3rd party (Compaction)	LS	1	\$ 28,000.00	
				\$	\$
				\$	\$
				\$	\$
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				\$	\$
				\$	\$
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				\$	\$
	TOTAL				\$1,406,430.00

WHITNEY PORTAL ROAD EMERGENCY REPAIR PROJECT

ABBREVIATIONS

Clair Concrete, Inc.

LS = LUMP SUM

LF = LINEAR FEET

SF = SQUARE FEET

ITEM NO.	DESCRIPTION*	UNIT MEAS	EST. QUANTITY	UNIT PRICE	TOTAL DOLLARS
1	Mobilization/Demob	LS	1	\$90,000	\$90,000
2	Saw Cut and Removal of Asphalt 320'x24'	SF	7680	\$5.00	\$38,400
3	Survey Work for Culvert and Road Elevations	LS	1	\$20,000	\$20,000
4	Survey Work for DOI Landmark restoration	LS	1	\$20,000	\$20,000
5	Guardrail Removal and Replacement	LF	500	\$330	\$165,000
6	Remove 46'x1'x7.5' head walls	LS	2	\$ 15,000	\$ 30,000
7	Supply Pour and Finish 46'x1'x7.5' head walls	LS	2	\$30,000	\$ G0,000
8	Excavate and dispose of old culverts	LS	1	\$15,000	\$15,000
9	Excavate and remove material for box culvert install (60'x15'x10')	CY	335	\$175	\$58,625
10	Excavate and remove material for bypass install (100'x12'x10')	СҮ	440	\$175	\$ 77,000
11	Supply and install HDPE 36" Dia bypass cuverts	LF	300	\$135	\$ 40,500
12	Backfill bypass pipes with slurry	СҮ	220	\$200	\$44,000
13	Supply and install 1'x60'x15' of crushed gravel	CY	34	3 50	\$ 11,90
14	Supply and install 6" Concrete slab (6"x15'x60'	СҮ	17	\$1,200	\$20,400
15	Supply and install 6'x8' box culverts (60' span for 2 culverts)	LF	120	\$2,250	\$ 270,000
16	Supply and install Type II Road Base	TON	400	\$175	\$70,000

WHITNEY PORTAL ROAD EMERGENCY REPAIR PROJECT

ABBREVIATIONS

LS = LUMP SUM LF = LINEAR FEET

SF = SQUARE FEET

ITEM NO.	DESCRIPTION*	UNIT MEAS	EST. QUANTITY	UNIT PRICE	TOTAL DOLLARS
17	Supply and install new hot mix asphalt	TON	288	\$425	\$ 122,400
18	Supply QC from 3rd party (Compaction)	LS	1	\$ 20,000	\$ 122,400 \$ 20,000
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				\$	\$
	Total Bid				\$(1,173,2

CONTRACT BY AND BETWEEN THE COUNTY OF INYO and

, CONTRACTOR

for the

PROJECT

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, ______, 20____, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and ______ (hereinafter referred to as "COUNTY"), for the construction or removal of ______ **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration

PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in const 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 any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: _____PROJECT

2. TIME OF COMPLETION. Project work shall begin within _____ 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 or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of:

_____dollars (\$

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 (collectively "the Contract Documents"):

- ____ The Bid Proposal Form
- ____ The Bid Bond
- ____ The Faithful Performance Bond

Project

- ____ The Labor and Materials Payment Bond
- ____ Insurance Specifications
- _____ All documents as described in Section 5-1.02, "Definitions," of the Standard
- Specifications of the Inyo County Public Works Department, dated May 2020
- ____ The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- ____ The Special Provisions concerning this Project including the Appendices and the Plans
- ____ Scope of Work Attachment [negotiated contracts only]
- 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.

All Contract Documents are attached hereto.

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. **INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees 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.

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. <u>Safety Training:</u>

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. <u>Child, Family and Spousal Support reporting Obligations:</u>

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 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 comply with County and 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:

Project

168 N. Edwards PO Drawer Q Independence, CA 93526

If to Contractor: _____

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; or

b. 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.

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. 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.

----000----

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

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE ______ PROJECT

INSURANCE PROVISIONS

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE ______ PROJECT

SCOPE OF WORK

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

KNOW ALL MEN BY THESE PRESENTS, that _____

(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 ______) 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 _____, 20 ____, entered into an Contract with the County for the construction of the

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.

---000----

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

PROJECT

FAITHFUL PERFORMANCE BOND (100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That _____

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 ______

______ dollars (\$______), 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 ______, 20____, entered into an Contract with the County for the Construction of the ______

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.

-	000
Signed and sealed this day of	, 20
(SEAL)	(Name of Corporate Surety) By: (Signature) (Title of Authorized Person) (Address for Notices to be Sent)
(SEAL)	(Name of Contractor) By:

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



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY



NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 8, 2023

Reference ID: 2023-4038

Personal Services Contract Amendments County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Sue Dishion, Assistant County Administrator

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve the following: Amendment No. 1 to the contract between County of Inyo and Allison Krohn for the provision of personal services effective August 17, 2023; Amendment No. 1 to the contract between County of Inyo and Christie Martindale for the provision of personal services effective August 17, 2023; and Amendment No. 1 to the contract between County of Inyo and Carolynn Phillips for the provision of personal services effective August 17, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

At the conclusion of the negotiations, the County and employees came to the following agreement. The employee will receive 80 hours of administrative leave time, that is to be used within the fiscal year or lose the time. There is no cash value to this benefit. The County has agreed to do an analysis on vehicle allowance and renegotiated with employees depending on the outcome of the analysis.

FISCAL IMPACT:

Funding Source	Various	Budget Unit		
Budgeted?	Yes	Object Code		
Recurrence	Ongoing Expenditure			
Current Fiscal Year Impact				
There are no fiscal impacts associated with this item.				
Future Fiscal Year Impacts				
Additional Information				

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not approve the amendments and direct staff to re-negotiate the contract terms.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

ATTACHMENTS:

- 1. Contract Amendment No. 1 Allison Krohn
- 2. Contract Amendment No. 1 Christie Martindale
- 3. Contract Amendment No. 1 Carolynn Phillips

APPROVALS:

Darcy Ellis Darcy Ellis Keri Oney John Vallejo Amy Shepherd Nate Greenberg Created/Initiated - 8/2/2023 Approved - 8/2/2023 Approved - 8/2/2023 Approved - 8/3/2023 Approved - 8/3/2023 Final Approval - 8/3/2023

AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN THE COUNTY OF INYO AND Allison Krohn

FOR THE PROVISION OF Personal Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Allison Krohn of Bishop, CA

(hereinafter referred to as "Contractor"), ha Personal Services dated January 5,	ve entered into an Agre	ement for	the Provision of	
Personal Services dated January 5,	2023	, on C	ounty of Inyo Standa	rd
Contract No. 208 , for the term from	January 5, 2023	to	termination	

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

4. County will provide a \$250.00 per month vehicle allowance. The provision is subject to renegotiation upon the County's completion of an analysis on vehicle allowances.

6. Assistant Assessor is entitled to eight (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave. The administrative leave shall have no cash value.

The effective date of this Amendment to the Agreement is ____

All the other terms and conditions of the Agreement are unchanged and remain the same.

County of Inyo Standard Contract - No. 208 Page 1

062912

AMENDMENT NUMBE AGREEMENT BETWEEN THE Allison Krohn	E COUNTY OF INYO AND
	ersonal Services
16 IN WITNESS THEREOF, THE PARTIES HERE	TO HAVE SET THEIR HANDS AND SEALS THIS
COUNTY OF INYO	
Ву:	By: Alm
Dated:	ALUSON FROITN Type or Print
\frown	Dated: 7/26/2023
APPROVED AS TO FORM AND LEGALITY:	
County Counsel	
APPROVED AS TO ACCOUNTING FORM:	
County Auditor Shephel	
APPROVED AS TO PERSONNEL REQUIREMENTS:	
SeeDE	

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

11

County Risk Manager

County of Inyo Standard Contract - No. 208 Page 2

AMENDMENT NUMBER ____1 TO AGREEMENT BETWEEN THE COUNTY OF INYO AND ____Christie Martindale FOR THE PROVISION OF ___Personal Services _____

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Christie Martindale _____, of ____Bishop, CA

(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of							
Personal Se	ervices	dated	d No	vember 17, 2017	, on	County of Inyo Standard	
Contract No.	208	, for	the term fron	December 28, 2017	to	termination	_

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

4. County will provide a \$250.00 per month vehicle allowance. This provision is subject to renegotiation upon the County's completion of an analysis on vehicle allowances.

5. Assistant Auditor Controller is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.

The effective date of this Amendment to the Agreement is _____

All the other terms and conditions of the Agreement are unchanged and remain the same.

	MBER TO THE COUNTY OF INYO AND
Christie Martindale FOR THE PROVISION OF	Personal Services
	ERETO HAVE SET THEIR HANDS AND SEALS THIS
COUNTY OF INYO	
Ву:	By: Christie Martindale
Dated:	Signature
	Christie Martindale Type or Print
	Dated: _07/26/2023
APPROVED AS TO FORM AND LEGALITY: County Counsel APPROVED AS TO ACCOUNTING FORM: County Auditor APPROVED AS TO PERSONNEL REQUIREMENT Personnel Services APPROVED AS TO RISK ASSESSMENT:	ΓS:
NA	_

County of Inyo Standard Contract -No.__208____ Page 2

AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN THE COUNTY OF INYO AND Carolynn Phillips

FOR THE PROVISION OF Personal Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Carolynn Phillips

, of Di	
(hereinafter referred to as "Contractor"), have entered int Personal Servicesdated July 7, 2022	o an Agreement for the Provision of , on County of Inyo Standard
Contract No. 208, for the term from July 7, 2022	to termination

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

Attachment B - Schedule of Fees

4. County will provide a \$250.00 per month vehicle allowance. This provision is subject to renegotiation upon the County's completion of an analysis on vehicle allowances.

6. Assistant Treasurer-Tax Collector is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.

The effective date of this Amendment to the Agreement is

All the other terms and conditions of the Agreement are unchanged and remain the same.

County of Inyo Standard Contract - No. _____ Page 1

062912

AMENDMENT NUMB AGREEMENT BETWEEN TH Carloynn Phillips	ER TO E COUNTY OF INYO AND
FOR THE PROVISION OF Pe	
IN WITNESS THEREOF, THE PARTIES HER DAY OF,	ETO HAVE SET THEIR HANDS AND SEALS THIS
COUNTY OF INYO By:	By:
Dated:	CAROLYNN Phillips Type or Print
	Dated: 72623
APPROVED AS TO FORM AND LEGALITY: County Counsel APPROVED AS TO ACCOUNTING FORM: County Auditor APPROVED AS TO PERSONNEL REQUIREMENTS: Personnel Services	
APPROVED AS TO RISK ASSESSMENT:	

County Risk Manager

County of Inyo Standard Contract - No. 208 Page 2



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

August 8, 2023

Reference ID: 2023-4027

Update on Regional Broadband Activities County Administrator

NO ACTION REQUIRED

 ITEM SUBMITTED BY
 ITEM PRESENTED BY

 Scott Armstrong, Regional Broadband Coordinator
 Scott Armstrong, Regional Broadband Coordinator

RECOMMENDED ACTION:

This is an informational item only.

BACKGROUND / SUMMARY / JUSTIFICATION:

Scott Armstrong, Regional Broadband Coordinator, will provide an update on broadband-related activities.

FISCAL IMPACT:

Funding Source	N/A	Budget Uni	t N/A	
Budgeted?	N/A	Object Cod	e N/A	
Recurrence	N/A			
Current Fiscal Year Impact				
None				
Future Fiscal Year Impacts				
None				
Additional Information				

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Inyo Broadband Update 2023 08 08

APPROVALS:

Scott Armstrong

Created/Initiated - 8/2/2023

Darcy Ellis Scott Armstrong Nate Greenberg Approved - 8/2/2023 Approved - 8/2/2023 Final Approval - 8/3/2023



Broadband Update Inyo County

August 8, 2023

https://ConnectedEasternSierra.net/



Overview

- Grants Update
- Middle-Mile Broadband Initiative
- IMBC Work Plan Updates
- Acronyms for Reference



Grant Updates

- CASF Consortia Grant
- CPUC FFA Grant
- CPUC LATA Grant
- BEAD
- CASF Infrastructure Account
- Other



Grants: Consortia Grant

- 6-Month Report Preparation
- Budget Modification Request on August 17
- Grant Year 1: February 1, 2023 January 31, 2024



Grants: FFA

- CPUC Last-Mile Federal Funding Account (FFA) Grant
- Mapping Tool: <u>https://fibermap.vetro.io/</u>
- Application Portal: <u>https://broadbandportal.cpuc.ca.gov/s/</u>
- Allocations: \$10,600,000 for Mono, \$13,220,000 for Inyo
- Grants Due September 29, 4:00 p.m.
- Providers and Local Agencies can Apply
- Second Application Window Q1 2024



Grants: LATA

- Contract for Phase 1 (1st of 4)
- Will Coordinate Design Work with FFA Timeline
- Phase 2 RFP will be out shortly
- Phase 3 RFP will be out in February (2nd Grant Year)



Grants: BEAD

- NTIA BEAD Allocation for California: \$1.86M
- August 27, 2023 CA 5-Year Action Plan Due
- (Summer) 2024 NTIA Initial Approval, Challenges, etc.
- One Year Later (2025) CA Final Proposal Due



Grants: CASF Infrastructure

- <u>CASF Infrastructure Account</u> Next window closes April 1, 2024
- Providers and Local Governments can Apply
- Allows Fixed Wireless for Last Mile



Grants: Other

- USDA RD Broadband Technical Assistance:
 - Hammil & Furnace Creek applications submitted June 20
- FCC Affordable Connectivity Program Outreach:
 - CA not eligible



Middle-Mile Broadband Initiative

- MMBI CBC Asset Purchase
 - Asset Purchase Agreement is in Development
 - CBC Board, CDT, Golden State Net (CENIC) and Legal Counsels
 - "Business as Usual"
 - Very Collaborative
- MMBI Advisory Committee Meeting (July 21)
 - Phased Approach
 - Working on Purchases, Leases and Joint Builds
 - Very thorough Broadband Overview
 - Current <u>MMBI Network Map</u>



Work Plan Updates

- IMBC <u>Website</u> Updates
- Comprehensive List of Potential Project Locations
- Provider Coordination (FFA Meetings & Info)
- Speed Test Links and Info
- Maps Page with GIS Broadband-Related Assets
- Regular Meetings with Agencies and Providers
- Acronyms and Terms



Other Activities

- Regional concerns with 911 phone traffic redundancy
- Broadband Service Escalation Options & Tracking
- Seeking Clarification on MMBI Phase 1 Construction
- Requested Permission to Share High-Cost Investment Info



Acronyms

- BEAD Broadband Equity, Access, and Deployment (NTIA grant program)
- CASF California Advance Services Fund (within the CPUC)
- CBC California Broadband Cooperative (Digital 395 network)
- CDT California Department of Technology
- CPUC California Public Utilities Commissions
- FCC Federal Communications Commission
- IMBC Inyo-Mono Broadband Consortium (ESCOG, CASF Consortia Grant)
- MMBI Middle-Mile Broadband Initiative (State of California)
- NTIA National Telecommunications & Information Administration
- RCRC Rural County Representatives of California
- USDA RD US Department of Agriculture Rural Development



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 8, 2023

Reference ID: 2023-4042

Bishop Emergency Medical Services Status Update County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

A) Receive update on current status of 911 Emergency Medical Services in the greater Bishop area, including a brief overview of responses received for the interim Request for Proposals; and B) Provide staff direction as appropriate.

BACKGROUND / SUMMARY / JUSTIFICATION:

On July 24, 2023 Inyo County signed a 30-day agreement for 911 Emergency Medical Services (EMS) with REACH Air Medical Services. This agreement comes on the heels of a 90-day EMS agreement with Coast 2 Coast Public Safety (C2C), which was the winning responder to a Request for Proposals (RFP) released by the County in March. The RFP itself was developed in response to longtime EMS provider Symons Ambulance ceasing its operations for the Bishop area and relinguishing its hold on an Exclusive Operating Area agreement with the Inland Counties Emergency Medical Agency (ICEMA).

The 90-day agreement with C2C expired July 23, 2023 – a week before the company announced it could not continue providing EMS services to the greater Bishop area without a subsidy. A C2C representative told the Invo County Board of Supervisors at its July 18, 2023 meeting that the company was not able to bring in the revenue it had initially anticipated, due to the newly non-exclusive nature of the Operating Area around Bishop. Prior to C2C's announcement, the County was prepared to renew the C2C EMS contract through December, 2024 while the search for and analysis of long-term options were in progress. However, C2C's announcement came with the news that it could only continue to operate with some form of financial assurance - effectively \$60,000/mo. - which would cover their operating costs and payroll.

The Board of Supervisors discussed the situation at length during its July 18, 2023 – receiving feedback from volunteer ambulance providers, hospital emergency department heads, and others in the process and made clear its bottom line was maintaining ambulance service for its constituents. Given the time constraints, County staff underwent the informal bidding process outlined in the County's Purchasing Policy, seeking bids from parties interested in stepping in to provide EMS for a 30-day period while a full RFP could be developed and released. Both of these activities took place on July 20, 2023.

The County received two bids: one from C2C and one from REACH. While C2C submitted the preferred proposal, the firm ultimately withdrew its bid upon learning of competition for the contract. The County subsequently entered into a 30-day agreement with the other respondent, REACH, for a cost of \$25,000 through August 22, 2023. In the meantime, responses to the RFP for interim EMS service (from August 22, 2023 - December 31, 2024) are due back to the County by August 7.

This item will provide County staff with an opportunity to update the Board of Supervisors and general public, while also receiving comments and input from other interested parties. Though no specific action is associated with this item, it is anticipated that the Board will provide direction to staff in anticipation of future meetings.

FISCAL IMPACT:				
Funding	General Fund	Budget Unit	010200	
Source				
Budgeted?	Yes	Object Code	5265	
Recurrence	One-Time Expenditure			
Current Fiscal Year Impact				
\$25,000				
Future Fiscal Year Impacts				
Unknown				
Additional Information				

FIGOAL INADACT.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

No immediate action is required on this item. However, there is a need for the County to continue to discuss concepts and options around the future of 911 Emergency Medical Services (EMS) in the greater Bishop area as well as throughout the County. Lack of attention to this matter could result in a gap in service and/or other related issues.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Nate Greenberg Darcy Ellis John Vallejo Nate Greenberg Created/Initiated - 8/3/2023 Approved - 8/3/2023 Approved - 8/3/2023 Final Approval - 8/3/2023