



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



AMENDED 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/j/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 boardclerk@inyocounty.us. (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). (3) 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 July 9, 2024

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) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); 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, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant Director of Budgets and General Services Denelle Carrington.

- 3) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property Description: County lands and rights-of-way containing Digital 395 node sites, community service cabinet sites, anchor sites, and underground fiber optic transmission lines as shown on the maps attached to this agenda item. Agency Negotiators: Scott Armstrong, Nate Greenberg, John-Carl Vallejo. Negotiating parties: Inyo County and California Broadband Cooperative, Inc. Under negotiation: Price and terms of payment.

OPEN SESSION (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) **Whitney Portal Road Repair Project Update**
- 7) **Public Comment**
Comments may be time-limited
- 8) **County Department Reports**

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

- 9) **Agriculture Advisory Committee Appointments**
Agricultural Commissioner | Nathan Reade

Recommended Action: Reappoint the following individuals to the Agriculture Advisory Committee, for three-year terms ending August 22, 2027: Los Angeles Department of Water and Power lessee Tom Talbot and Inyo-Mono Cattleman's Association President Scott Kemp.

- 10) **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 June 18, 2024 and special meeting of June 25, 2024.

- 11) **Bishop Rural Fire Protection District Board of Commissioners Appointment**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Reappoint Dr. Aaron Steinwand to a four-year term on the Bishop Rural Fire Protection District Board of Commissioners ending July 1, 2028.

12) **Inyo County Fish & Wildlife Commission Appointments**

Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Reappoint Mr. Doug Brown and Mr. Steve Ivey each to unexpired four-year terms on the Inyo County Fish & Wildlife Commission ending October 6, 2027.

13) **Letter of Delegation of VSO Authority and Duties**

County Administrator | Nate Greenberg

Recommended Action: Approve and authorize the Chairperson to sign a letter temporarily delegating the authority and duties of the Inyo County Veterans Service Officer to the Kern County Veterans Service Officer.

14) **Memorandum of Understanding between the Lone Pine Paiute-Shoshone Reservation and Inyo County for Mosquito Abatement Services**

County Administrator & Agricultural Commissioner - OVMAP | Nathan Reade

Recommended Action: Approve the Memorandum of Understanding between the Lone Pine Paiute-Shoshone Reservation and Inyo County for the purpose of mosquito abatement services on the Reservation, and authorize the Chairperson to sign.

15) **Approval of "County Facility Animal Policy"**

County Administrator - Risk Management | Aaron Holmberg

Recommended Action: Approve the "County Facility Animal Policy."

16) **Inyo County Health Officer Contract**

Health & Human Services | Anna Scott

Recommended Action: Approve the contract between the County of Inyo and James Richardson, MD of Bishop, CA for the provision of Health Officer services in an amount not to exceed \$205,000 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign.

17) **Eastern Sierra Area Agency on Aging Contract with Mon Ami**

Health & Human Services - ESAAA | Morningstar Willis-Wagoner

Recommended Action: A) Declare Mon Ami of Palo Alto, CA a sole-source provider of the customized Eastern Sierra Area Agency on Aging operating system for aging and disability services reporting; and
B) Ratify and approve the agreement between the County of Inyo and Mon Ami of Palo Alto, CA for the provision of customized Eastern Sierra Area Agency on Aging operating system for aging and disability services reporting in an amount not to exceed \$39,000 per year and a total of \$117,000.00 for the period of July 1, 2024 to June 30, 2027, and a one-time implementation fee of \$1,500; contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

18) **Appointment of Eastern Sierra Area Agency on Aging Advisory Council Member**

Health & Human Services - ESAAA | Morningstar Willis-Wagoner

Recommended Action: Reappoint Ms. Rebecca Manross to a two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 31, 2025.

19) **Contract with GHC of Anberry, LLC, dba Anberry Nursing & Rehabilitation Center**

Health & Human Services - Behavioral Health | Anna Scott

Recommended Action: Ratify and approve the contract between the County of Inyo and GHC of Anberry, LLC dba Anberry Rehabilitation Center of Atwater, California for the provision of hospital inpatient psychiatric and other professional medical services in an amount not to exceed \$118,625 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and Business Associate Agreement.

20) **Maternal Child and Adolescent Health (MCAH) State and Federal Reimbursement Agreement**

Health & Human Services - Health/Prevention | Anna Scott

Recommended Action: Ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. 202414 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, 2024 through June 30, 2025, contingent upon the Board's adoption of the Fiscal Year 2024-2025 Budget, and authorize the MCAH Director and the Board Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification.

21) **Modification No. 4 of Subcontract with Advocates for Human Potential for implementation of Crisis Care Mobile Unit services**

Health & Human Services | Anna Scott

Recommended Action: Ratify and approve Modification No. 4 to the agreement between the County of Inyo and Advocates for Human Potential, Inc. (AHP) of Pasadena, CA, increasing the contract to an amount not to exceed \$1,235,684.00, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

22) **Maternal Child Adolescent Health (MCAH) California Home Visiting Program (CHVP) Agreement**

Health & Human Services - First 5 | Anna Scott

Recommended Action: Ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. CHVP SGF EBHV 24-14 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, 2024 through June 30,

2025, contingent upon the Board's adoption of the Fiscal Year 2024-2025 Budget, and authorize the HHS Director to sign the Agreement Funding Application.

23) **CRAFCO Contract Amendment No. 1**

Public Works | Cherish Hegi

Recommended Action: Approve Amendment No. 1 to the contract between the County of Inyo and CRAFCO of Chandler, AZ, increasing the contract to an amount not to exceed \$83,243.65, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

24) **Southern Inyo Airport Advisory Committee Vacancies and Bylaws**

Public Works | Ashley Helms

Recommended Action:

- A) Approve Resolution No. 2024-22, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Amending Resolution No. 1977-116," and authorize the Chairperson to sign; and
- B) Make the following appointments to the Southern Inyo Airport Advisory Committee:
 - 1. Neil Woodruff, Joe Cappello, and Travis Powell each to an unexpired 4-year term ending June 1, 2028; and
 - 2. Don Bright and Paul Lamos each to an unexpired 4-year term ending June 1, 2028.

(A Notice of Vacancy resulted in requests for appointment from the five individuals cited above.)

25) **Amendment No. 1 to the Agreement with Preferred Septic and Disposal**

Public Works - Parks & Recreation | Michael Errante

Recommended Action: Ratify and approve Amendment No. 1 to the contract between the County of Inyo and Preferred Septic and Disposal increasing the contract to an amount not to exceed \$101,000.00 for the waste hauling of the South County Campgrounds, and authorize the Chairperson to sign.

26) **Quincy Engineering Contract Amendment No. 2 for Bridge Replacement Work Efforts**

Public Works | Michael Errante

Recommended Action: Ratify and approve Amendment No. 2 to the agreement between the County of Inyo and Quincy Engineering, now Consor North America, Inc. of Chicago, IL, extending the term end date from June 30, 2024 to June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

27) **Bishop Airport Runway 12-30 Grooving Project Plans and Specifications**

Public Works | Ashley Helms

Recommended Action: Approve the plans and specifications for the Bishop Airport Runway 12-30 Grooving Project and authorize the Public Works Director to advertise the project.

28) Update on Issues of Interest from Western Counties Alliance

Board of Supervisors | WCA Executive Director Ken Brown
15 minutes

Recommended Action: Receive an update on legislation and advocacy efforts from Western Counties Alliance Executive Director Ken Brown.

29) 2023-2024 Annual Military Equipment Report and Community Engagement Meeting

Sheriff | Juan Martinez
5 minutes

Recommended Action: Receive Inyo County Sheriff's Office 2023-2024 Military Equipment Annual Report and hold community engagement meeting.

10:30 A.M. 30) Zone Text Amendment 2023-01 - SB9 Two-Unit Development

Planning Department | Danielle Visuano
60 minutes (30min. Presentation / 30min. Discussion)

Recommended Action:

- A) Waive the first reading of and conduct a public hearing on a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 18.84 to the Inyo County Code Implementing Regulations for the California Home Act (State Senate Bill 9) as it Relates to Two-Unit Development;"
- B) Find the adoption of the ordinance is not considered a project under CEQA pursuant to Government Code section 65852.21(j) and under section 2100 et Seq. of the Public Resources Code, and is Categorically Exempt from CEQA according to section 15303 of the CEQA Guidelines 15303 (Class 3); and
- C) Approve said ordinance.

10:30 A.M. 31) Subdivision Text Amendment 2023-02 - SB9 Urban Lot Split

Planning Department | Danielle Visuano
60 minutes (30min. Presentation / 30min. Discussion)

Recommended Action:

- A) Waive the first reading of and conduct a public hearing on a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 16.25 to the Inyo County Code Implementing Regulations for the California Home Act (State Senate Bill 9) as it Relates to Urban Lot Splits;"
- B) Find the adoption of the ordinance is not considered a project under CEQA pursuant to Government Code section 66411.7 (n) and under section 2100 et Seq. of the Public Resources Code, and is Categorically Exempt from CEQA according to section 15303 of the CEQA Guidelines 15303 (Class 3); and
- C) Approve said ordinance.

32) **Approval and Ratification of Contract Amendments and associated Job Descriptions for the Assistant Director of Risk Management and Assistant Personnel Director**

County Administrator - Personnel | Nate Greenberg
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Approve Job Descriptions for the Assistant Director of Risk Management and the Assistant Personnel Director;
- B) Approve the change to the Authorized Strength in the County Administrative Officer Department by deleting one (1) Risk Manager at Range 92 (\$9,442 - \$11,477) and adding one (1) Assistant Director - Risk Management at Range 92 (\$9,442 - \$11,477);
- C) Approve and ratify Contract Amendment No. 1 between the County of Inyo and Aaron Holmberg for provision of personal services as Assistant Director of Risk Management at Range 92, Step E, \$11,477 per month, and increasing the notice requirement for contract termination, effective October 13, 2022, and authorize the County Administrator to sign;
- D) Approve and ratify Contract Amendment No. 1 between the County of Inyo and Keri Oney for the provision of personal services as Assistant Personnel Director at Range 92, Step E, \$11,477 per month, effective October 13, 2022, and authorize the County Administrator to sign; and
- E) Direct staff to update the publicly available pay schedule accordingly.

LUNCH

- 33) The Board will recess for lunch and reconvene for the afternoon session.

REGULAR AGENDA - AFTERNOON

34) **National Forest Foundation Collaborative Capacity Program for Forests & Communities Grant Program**

County Administrator - Emergency Services | Kristen Pfeiler, Nate Greenberg
45 minutes (15 min. Presentation / 30 min. Discussion)

Recommended Action: Authorize the Office of Emergency Management to apply for a National Forest Foundation Capacity grant to fund staff who can assist with collaborative fuel reduction projects.

35) **Quarterly Unified Command Meeting Update**

County Administrator - Emergency Services | Mikaela Torres
5 minutes (2min. Presentation / 3min. Discussion)

Recommended Action: Hear an update on the quarterly Unified Command meeting held on June 13, 2024.

- 36) **Inyo County Free Library Workshop**
County Administrator - Library | Nancy Masters
30 minutes (15min. Presentation / 15min. Discussion)

Recommended Action: Receive a presentation from the Inyo County Free Library on mission, services, and projects.

CORRESPONDENCE - ACTION

- 37) **Request from the City of Bishop to Consolidate Elections**

Clerk-Recorder - Elections | Danielle Sexton
0 minutes - presentation available upon request.

Recommended Action: Consolidate the General Municipal Election for City Council and City Treasurer with the Statewide General Election to be held on November 5, 2024.

- 38) **Requests from Northern and Southern Healthcare Districts to Consolidate Elections**

Clerk-Recorder - Elections | Danielle Sexton
0 minutes - presentation available upon request.

Recommended Action: Consolidate the Northern and Southern Healthcare Districts Board positions with the Statewide General Election to be held on November 5, 2024.

- 39) **Request from Inyo-Mono Resource Conservation District for Appointment in Lieu of Election**

Clerk-Recorder - Elections | Danielle Sexton
0 minutes - presentation available upon request.

Recommended Action: Pursuant to Public Resources Code section 9314:

- A) Accept the Inyo Mono Resource Conservation District Standing Resolution to appoint directors to its board in lieu of election, effective for all future election cycles, beginning with 2024 General Election cycle; and
- B) Direct the County Administrative Officer to take appropriate action to timely consult with the Mono County Board of Supervisors on Inyo County's appointment decision(s).

- 40) **Request from the County Office of Education to Consolidate Elections**

Clerk-Recorder - Elections | Danielle Sexton
0 minutes - presentation available upon request.

Recommended Action: Consolidate the County Office of Education Board with the Statewide General Election to be held on November 5, 2024.

ADDITIONAL PUBLIC COMMENT & REPORTS

- 41) **Public Comment**

Comments may be time-limited

- 42) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects

CBC Digital 395 Ridgecrest - Lone Pine

2

Legend

- REGION**
- Barstow to Boron
 - Boron to Mojave
 - Boron to Johannesburg
 - Johannesburg to Inyokern
 - Inyokern to Olancha
 - Olancha to Independence
 - Independence to Bishop
 - Bishop to Benton
 - Bishop to Mammoth Lakes
 - Mammoth Lakes to Coleville
 - Coleville to Reno
- Proposed Facility**
- Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
- Street Side from Barstow to Reno**
- Left Side
 - Right Side
 - Road Crossing
 - Dirt Road
 - Unimproved
 - Lease
- Distribution Line**
- West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - USGS 7.5 Quad
 - Railroad



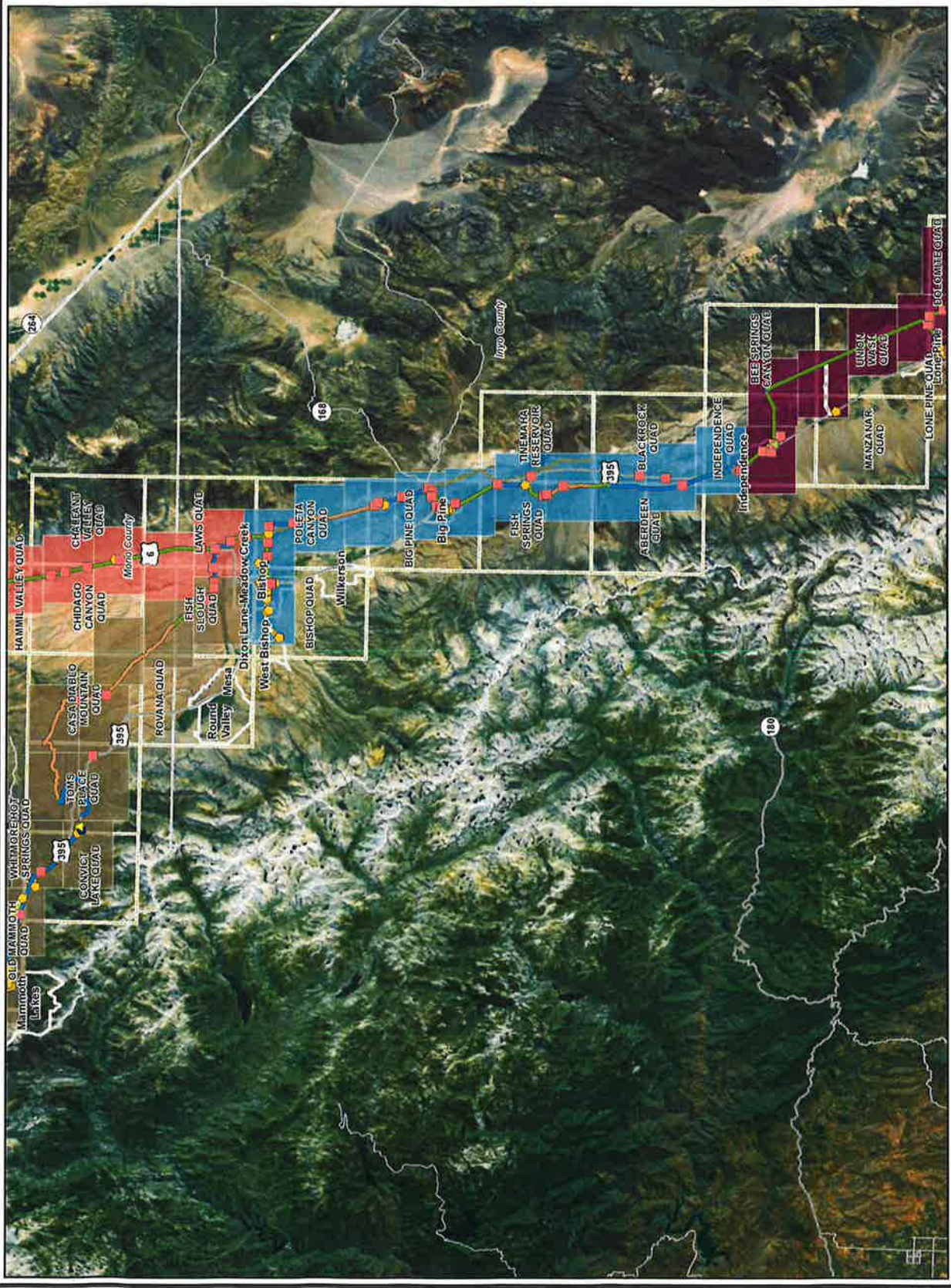
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Lone Pine - Mammoth Lakes

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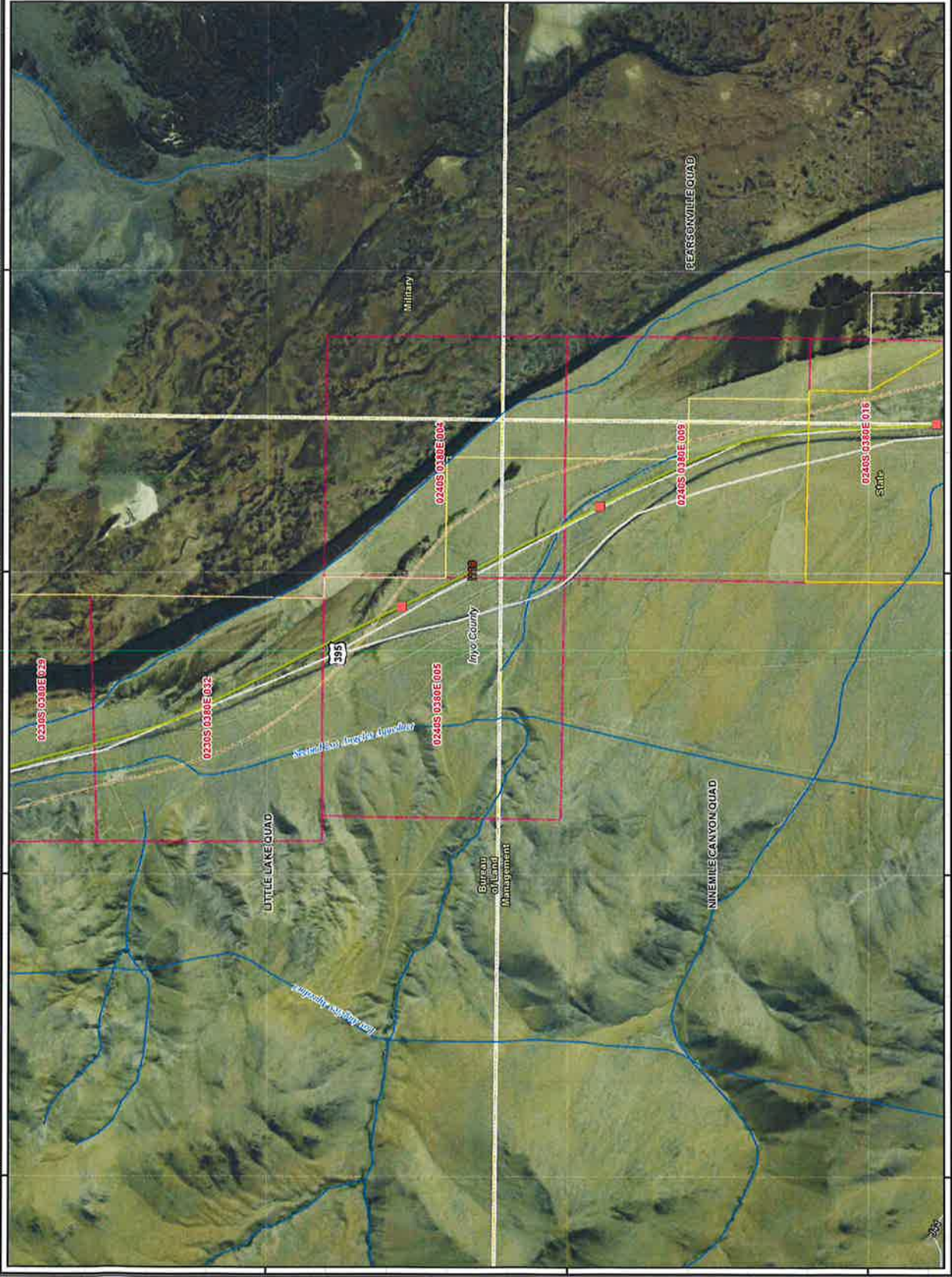
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- Bishop to Mammoth Lakes
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- Proposed Facility**
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- Street Side from Barstow to Reno**
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R04-Inyokern to Olancho-029

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 - Land Agency
 - Non-Specific
 - DOO Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Other
 - Desert Terrestrial Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Sanctified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Highways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit

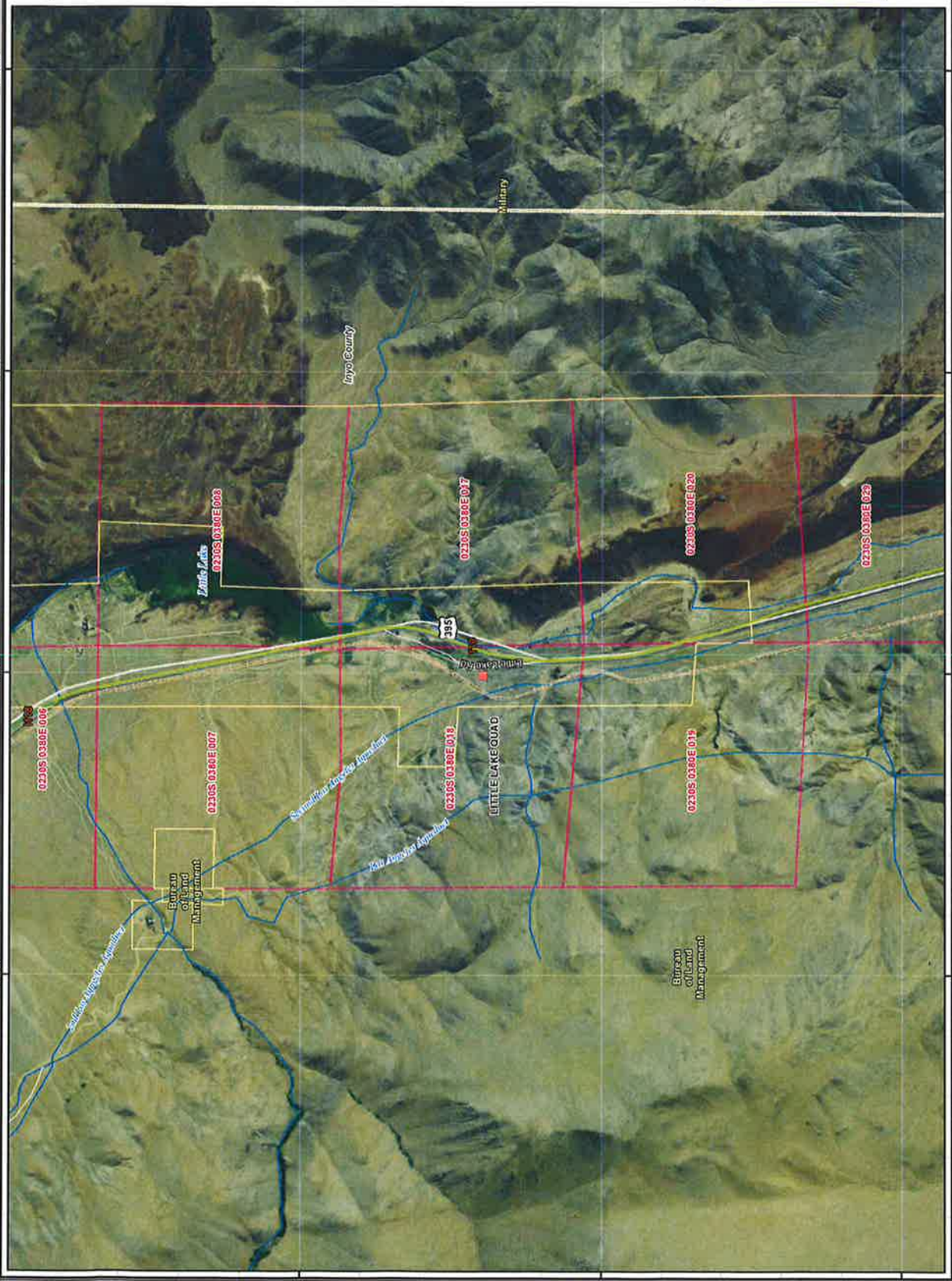


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 - Staging Area
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 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
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 - Protocol Grids
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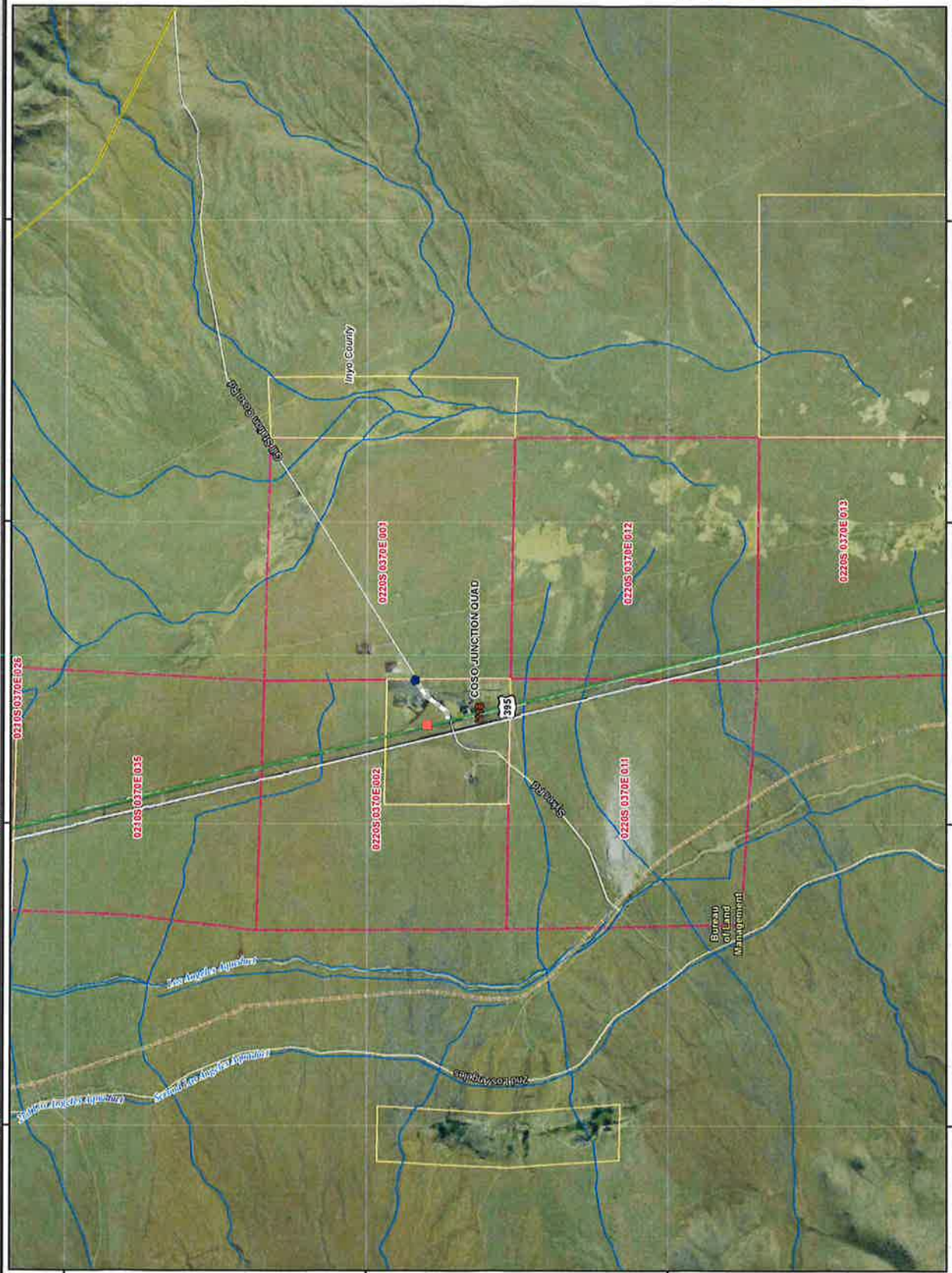


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Chambers Group Inc.

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 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
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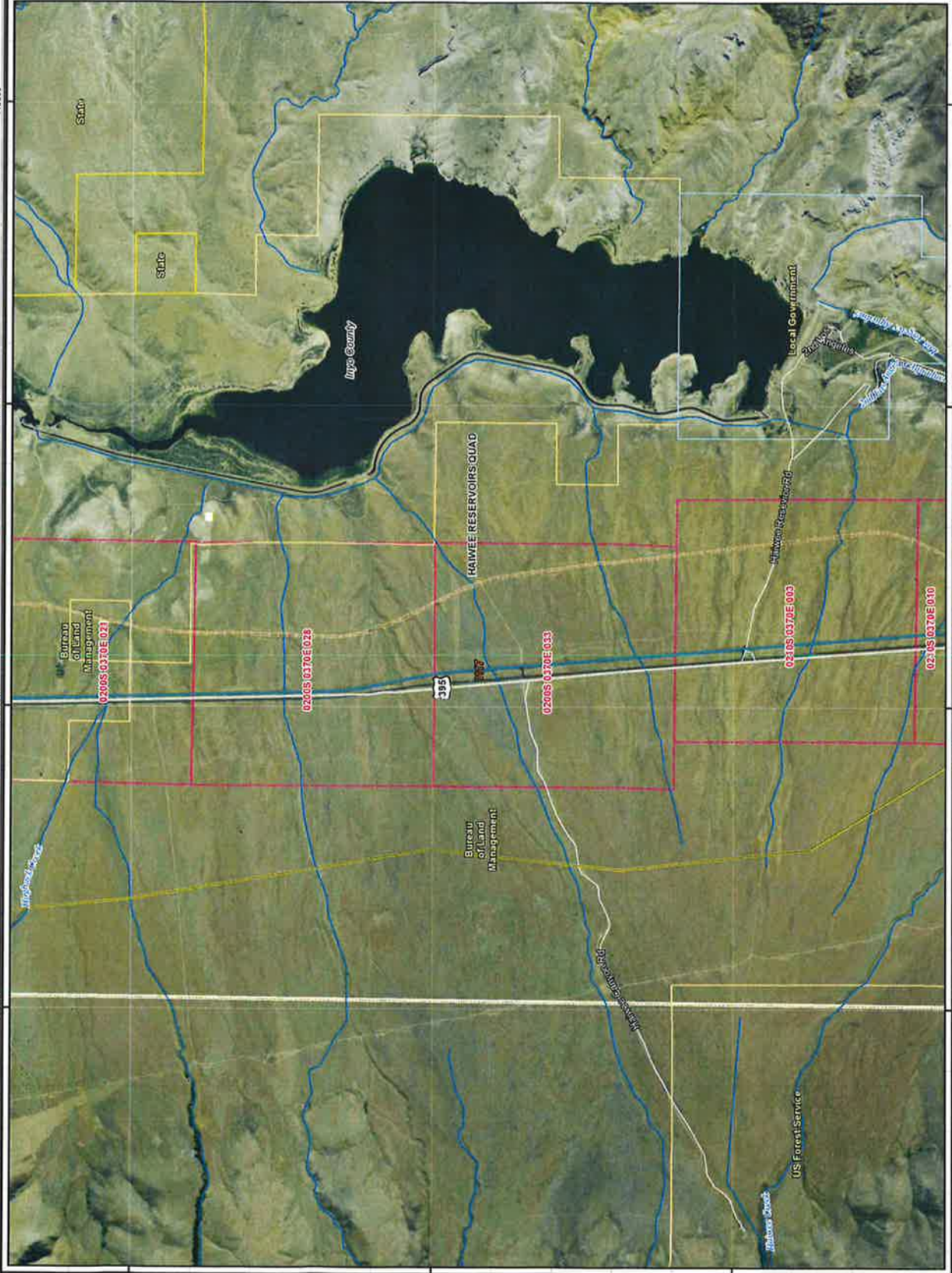
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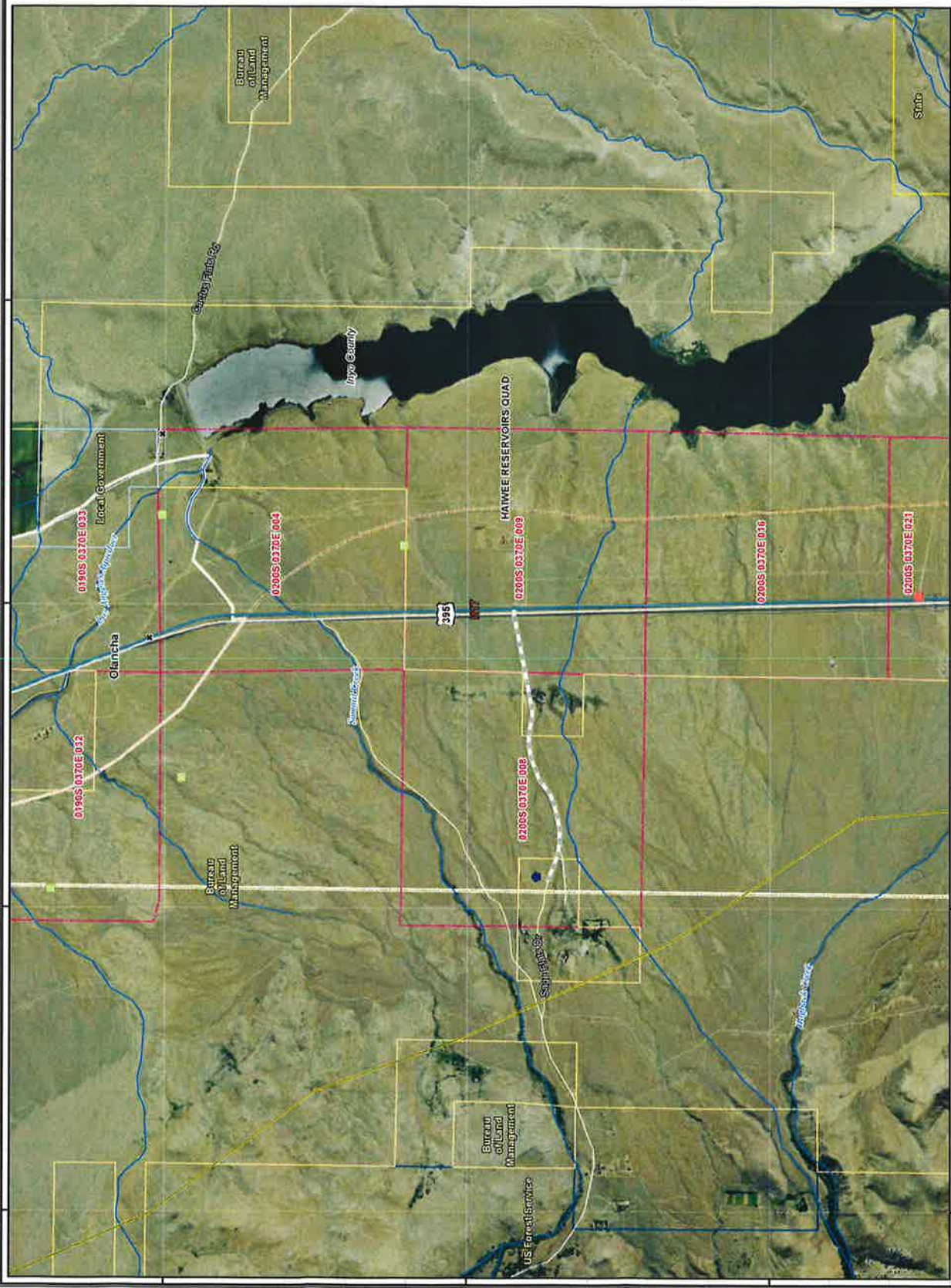
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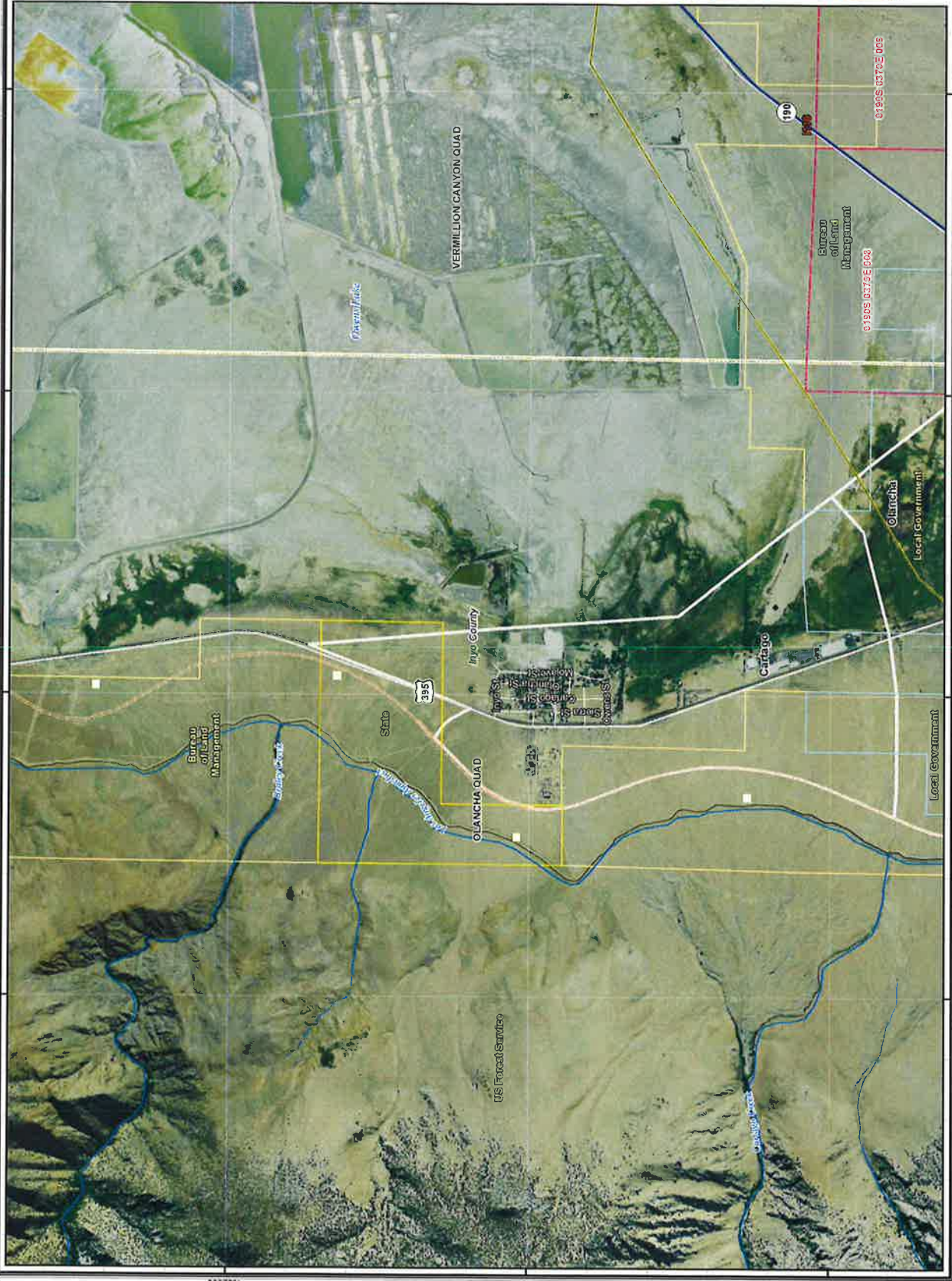
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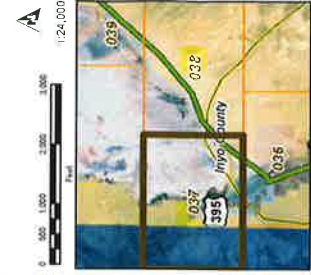


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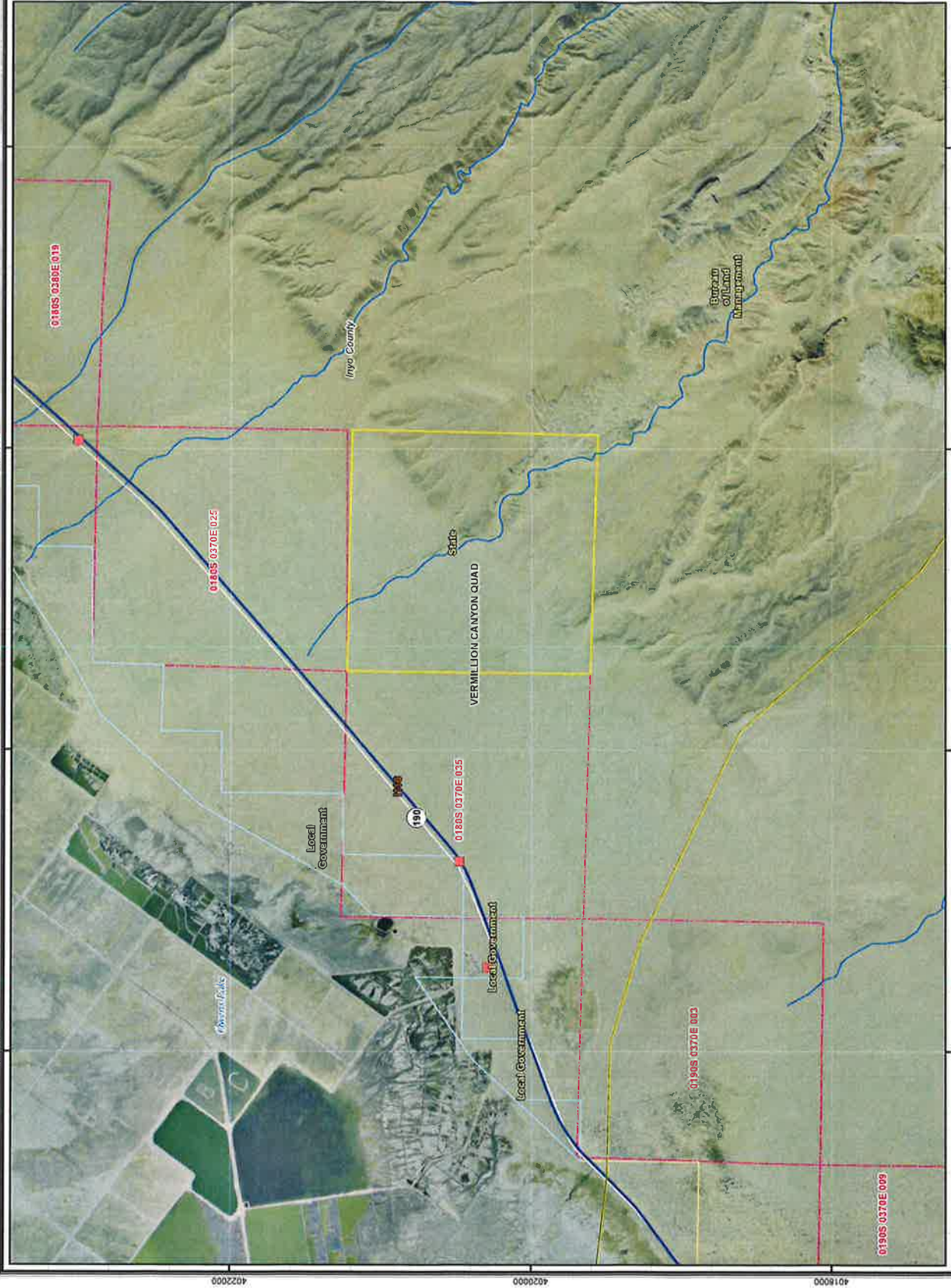


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R05-Olancha to Independence-037

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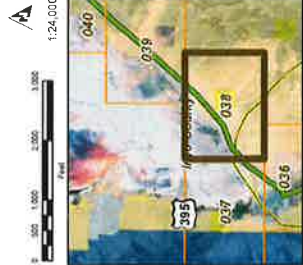
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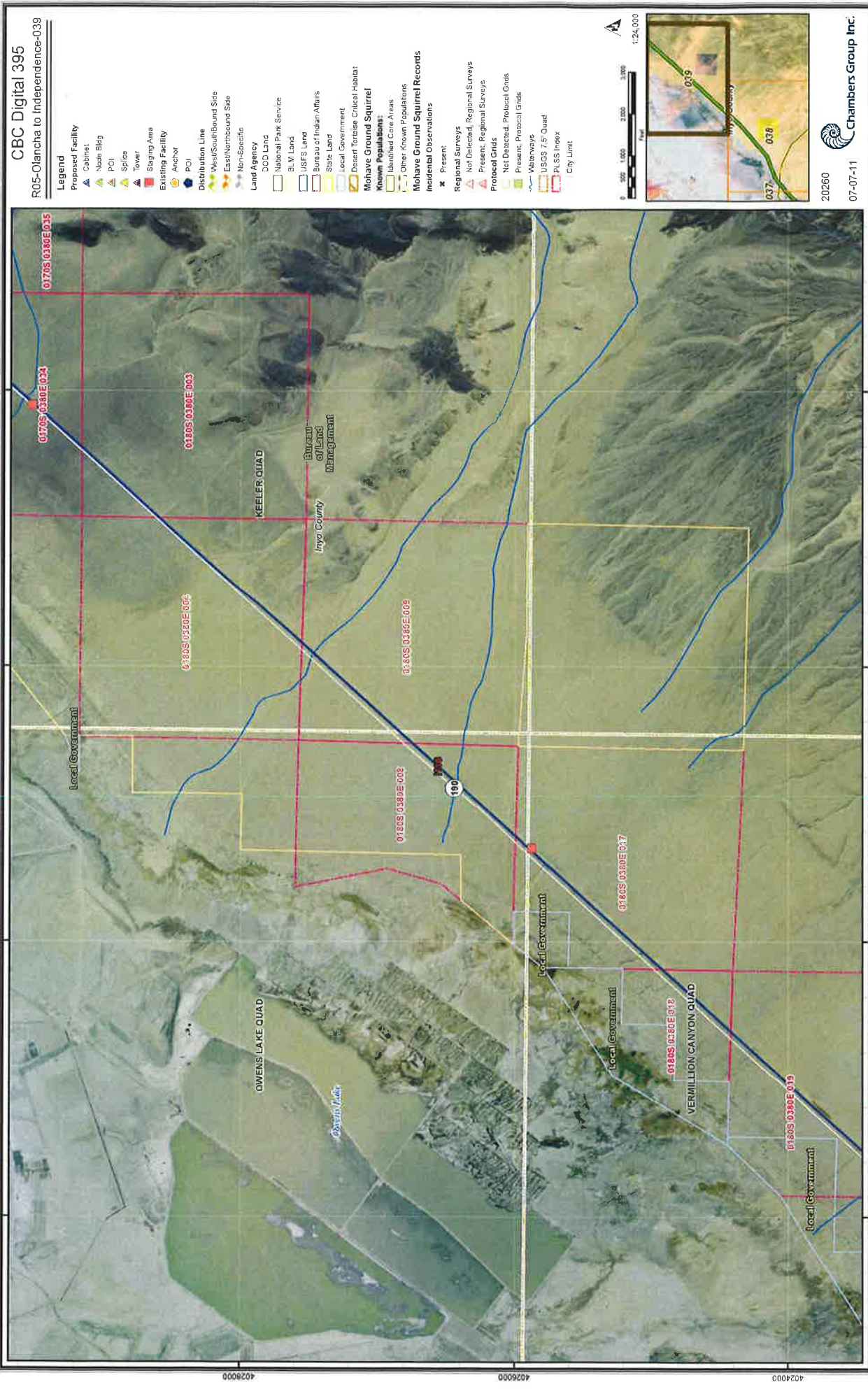


CBC Digital 395

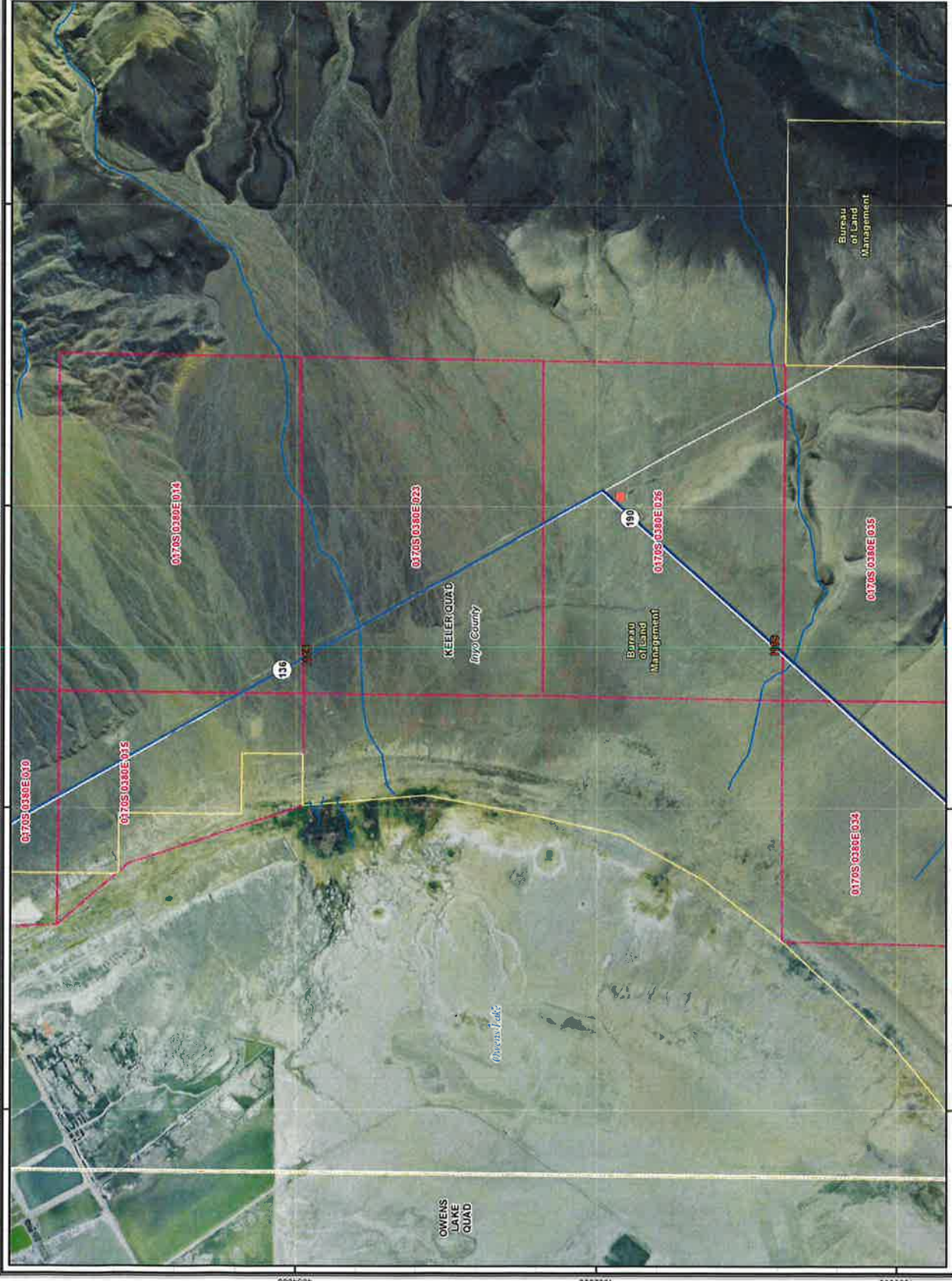
R05-Olancho to Independence-038

- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DDO Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit





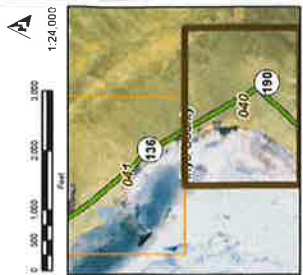
422000 424000 426000 428000



CBC Digital 395

R05-Olancha to Independence-040

- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Siting Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DOD Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit

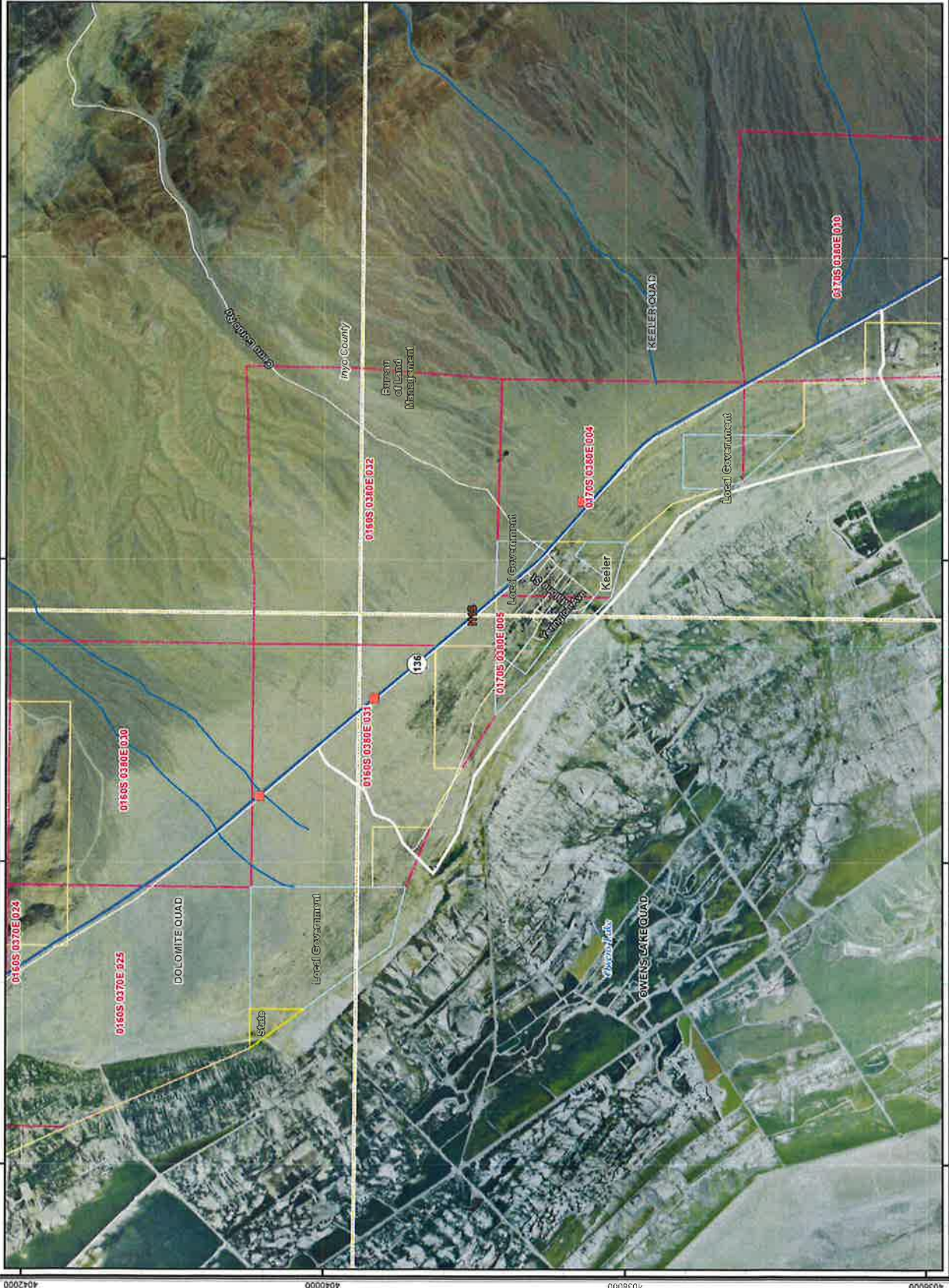


424000

422000

420000

418000



4042000

4040000

4038000

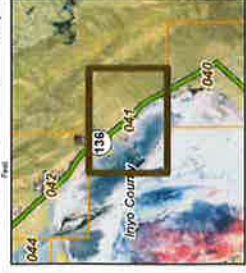
4036000

R05-Olanche to Independence-041

CBC Digital 395

Legend

- Proposed Facility
 - Cabinets
 - Note Bldg
 - POI
 - Setback
 - Tower
 - Staging Area
- Existing Facility
 - Anchor
 - POI
- Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
- Land Agency
 - DOI Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
- Desert Tortoise Critical Habitat
- Mojave Ground Squirrel
- Known Populations
- Identified Core Areas
- Other Known Populations
- Mojave Ground Squirrel Records
- Incidental Observations
 - Present
- Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
- Protected Grids
 - Not Detected, Protected Grids
 - Present, Protected Grids
- Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



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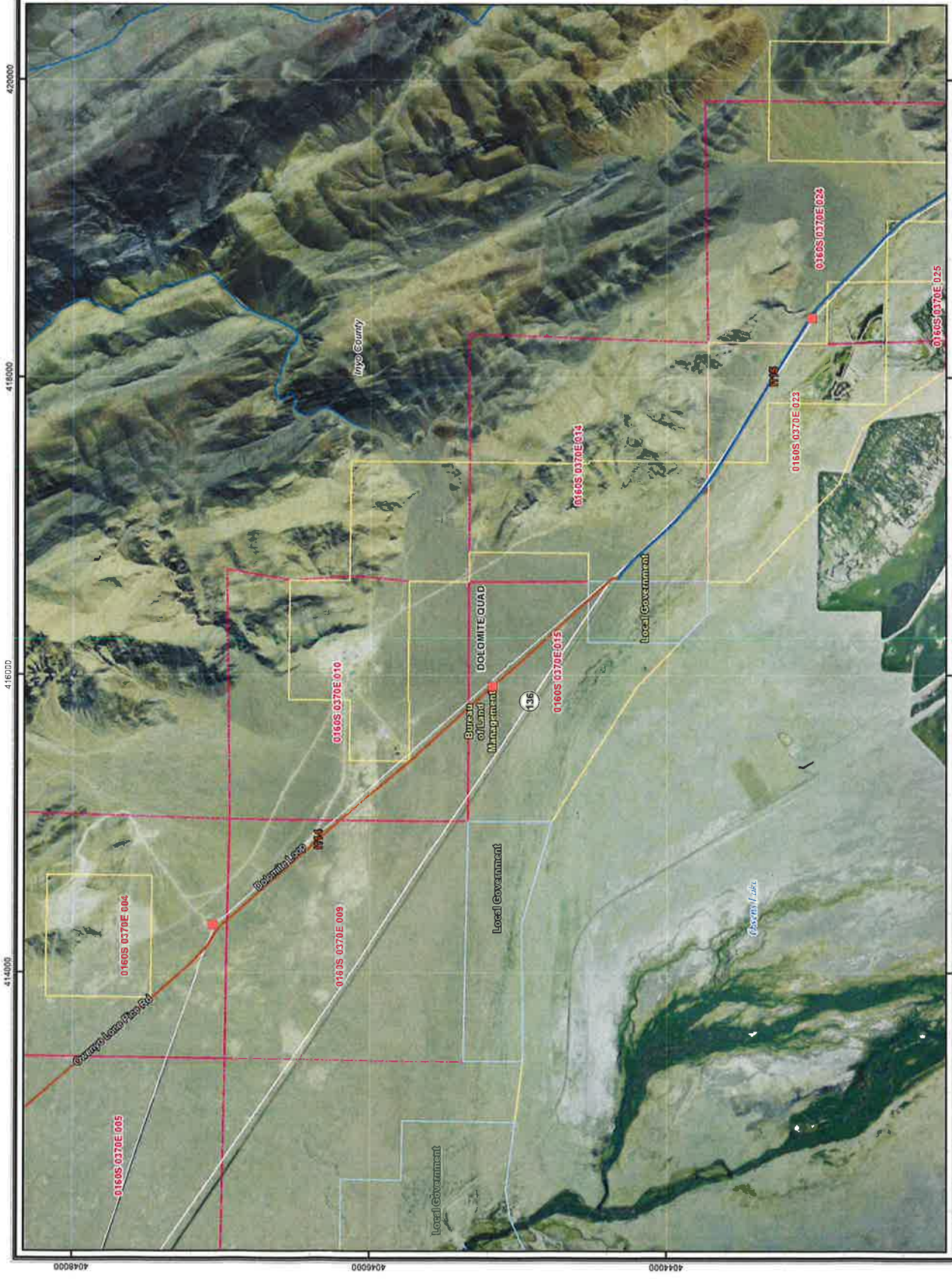


Legend

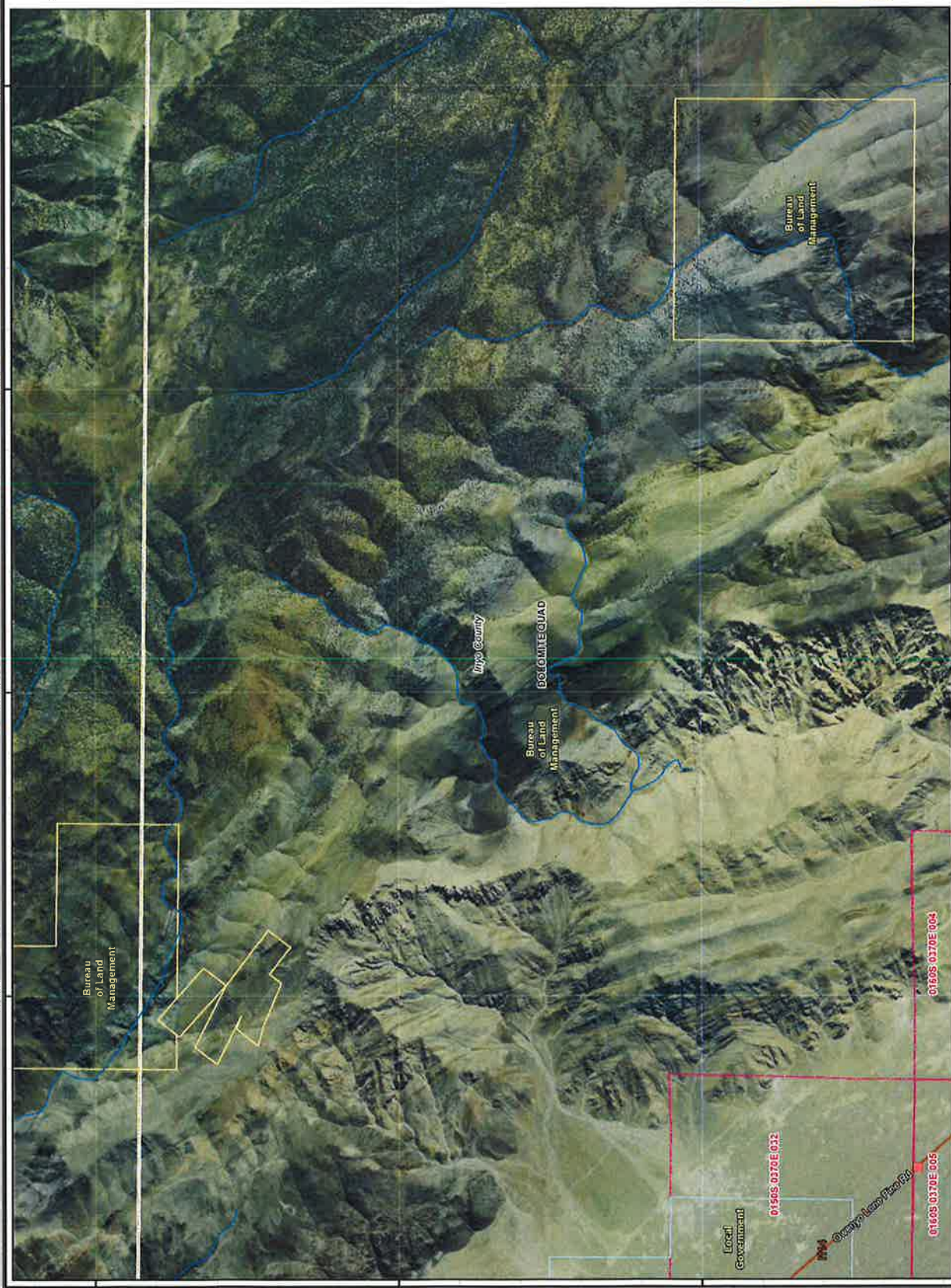
- Proposed Facility
 - Cabinet
 - Noise Bldg
 - POI
 - Splice
 - Tower
 - Siting Area
- Existing Facility
 - Anchor
 - PQI
- Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
- Land Agency
 - DOD Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
- Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
- Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
- Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
- Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
- Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit

Scale: 0 500 1,000 1,500 2,000 3,000 Feet
1:24,000

Inset Map: Shows the project area within a larger regional context, with labels for 042, 041, and 044.



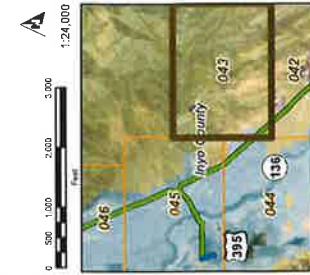
4054000 414000 416000 418000 420000



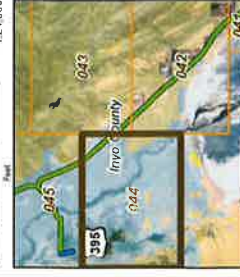
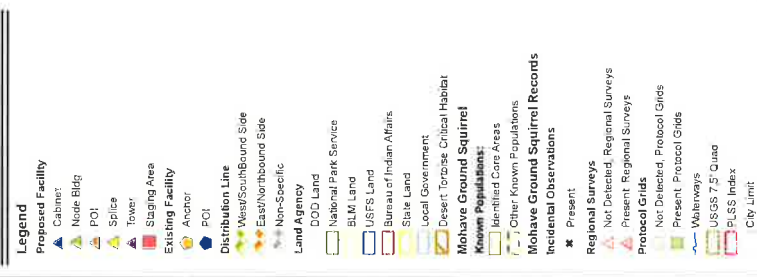
CBC Digital 395

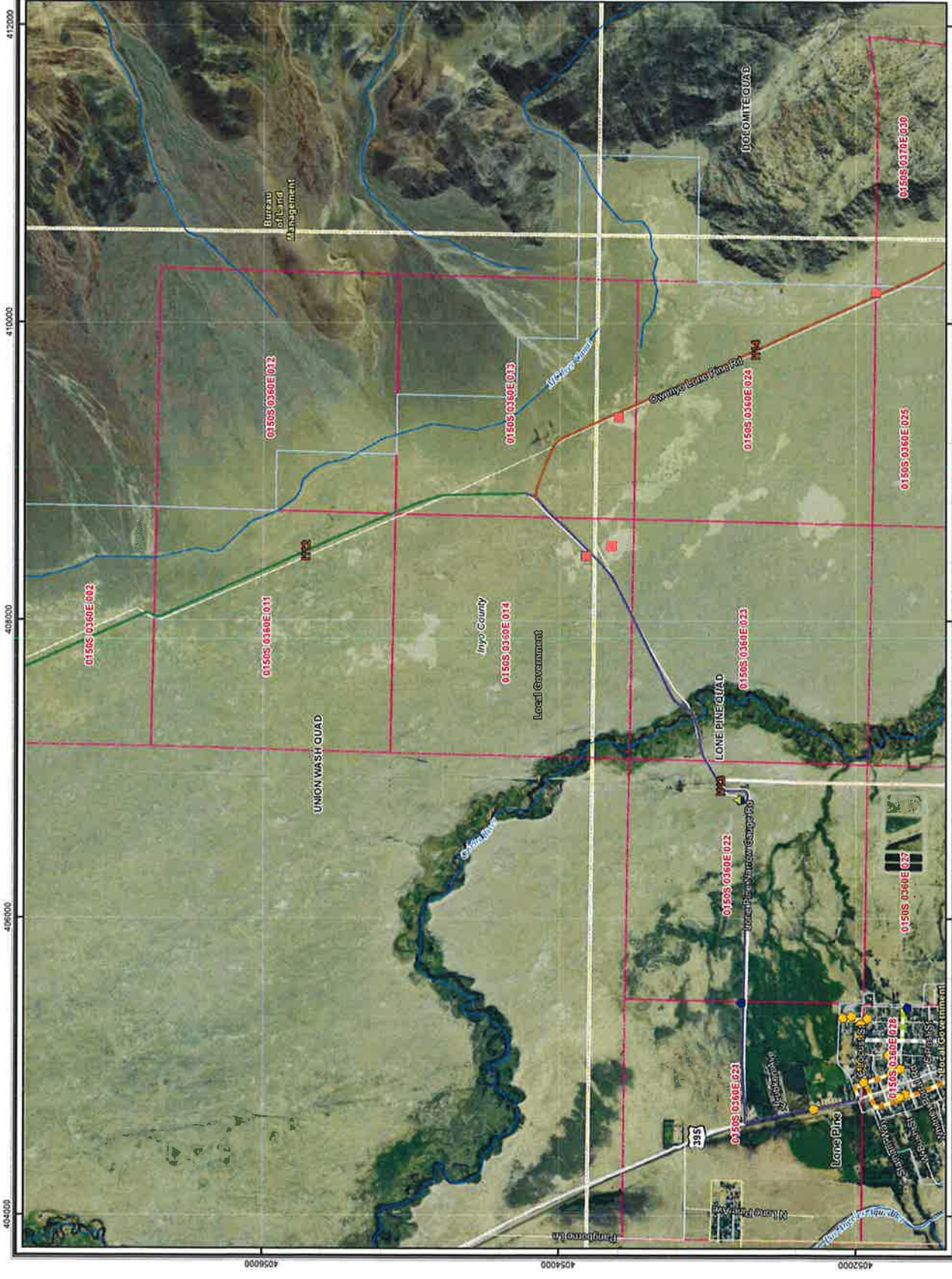
R05-Olancha to Independence-043

- Legend**
- Proposed Facility
 - Cablest
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DOD Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5 Quad
 - PLSS Index
 - City Limit



R05-Olancho to Independence-044



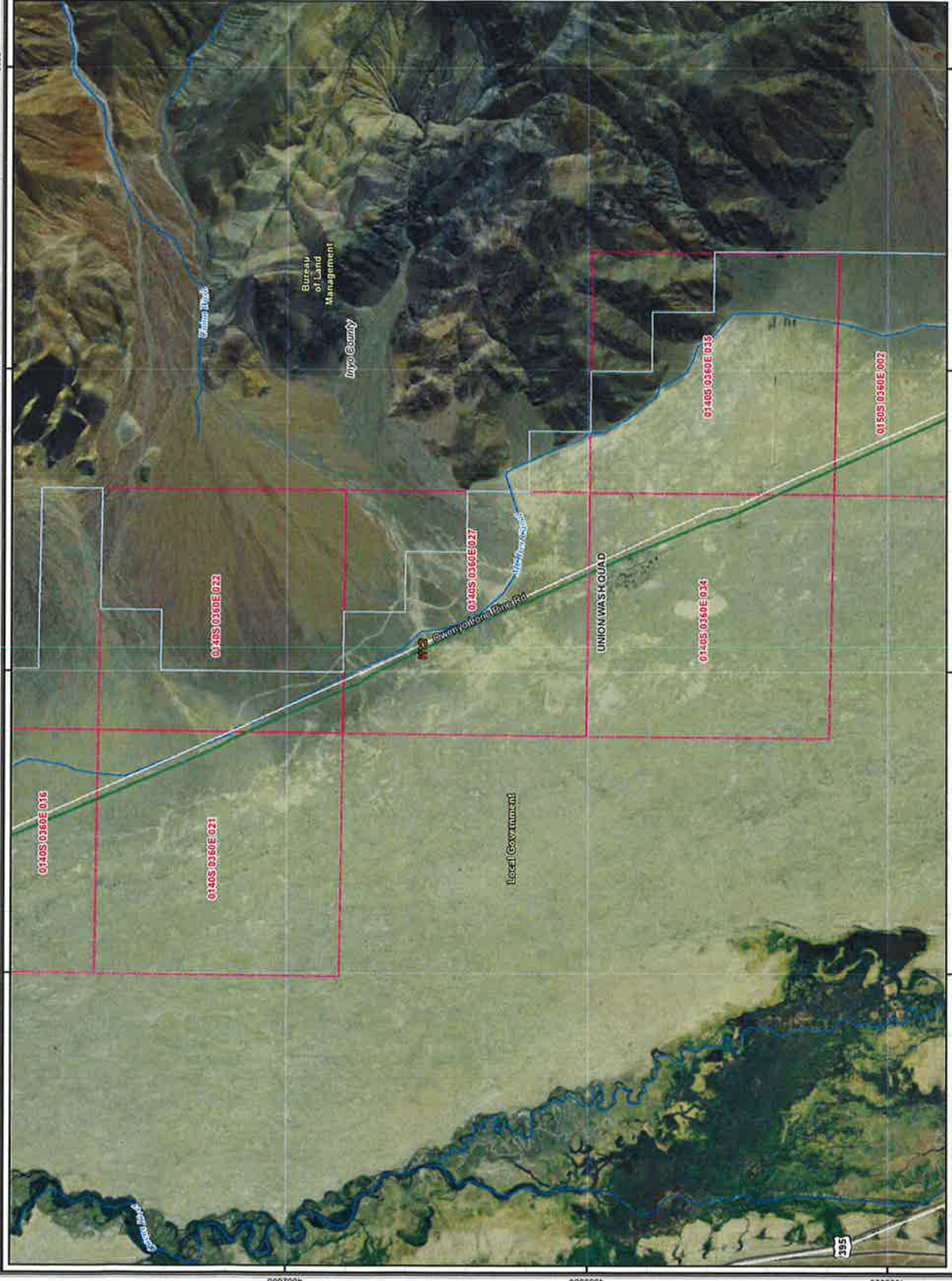


CBC Digital 395
R05-Olancha to Independence-045

- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



404000 406000 408000 410000

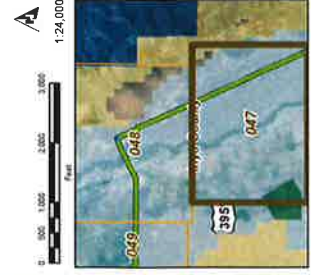


CBC Digital 395
R05-Olancho to Independence-046

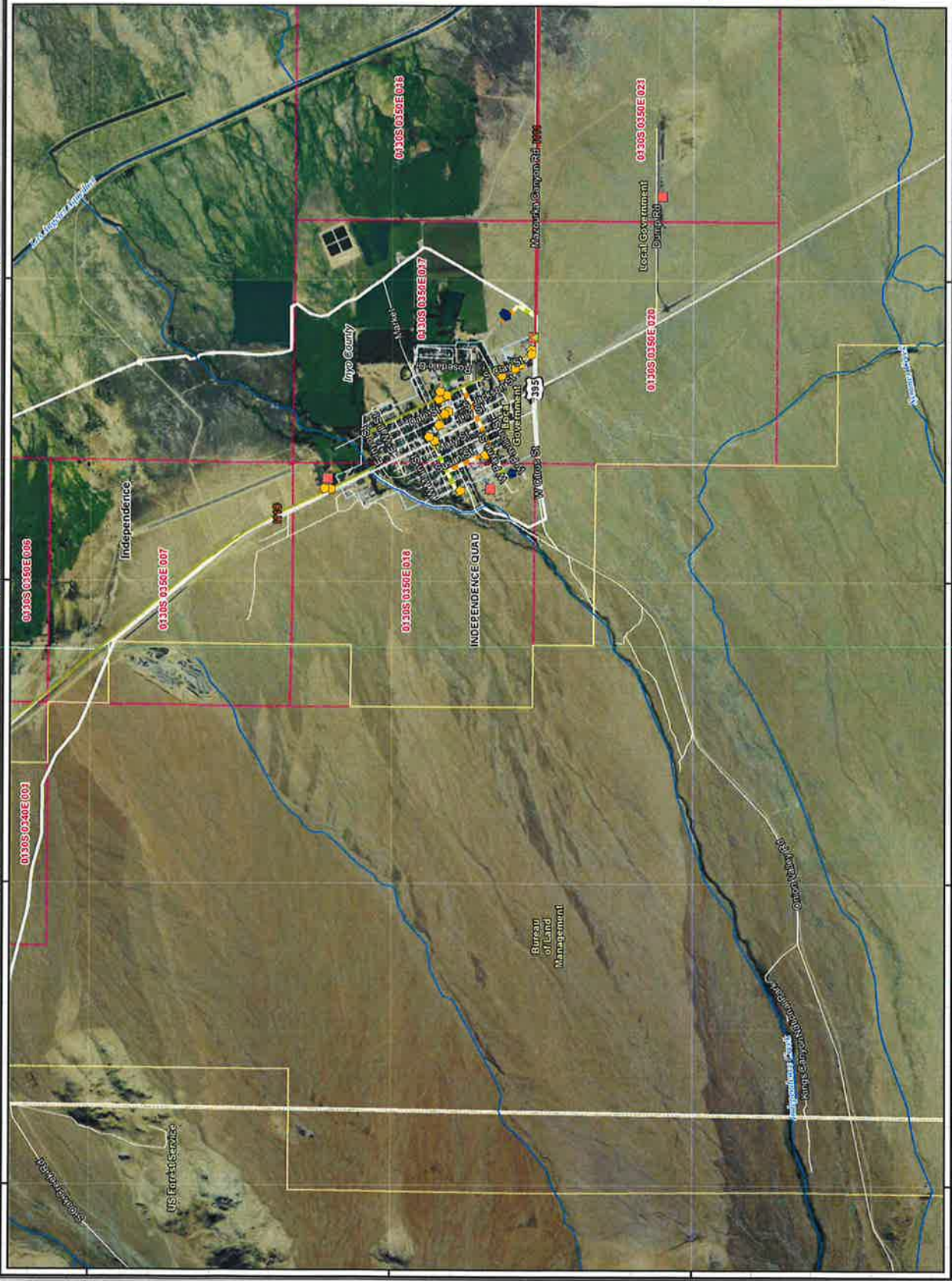
- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - PCI
 - Salice
 - Tower
 - Sagging Area
 - Existing Facility
 - Anchor
 - PCI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DDO Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Mohave Ground Squirrel
 - Desert Tortoise Critical Habitat
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Directed, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Wharveys
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



- Legend**
- Proposed Facility
 - Cabinet
 - Noise Bag
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DOI Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



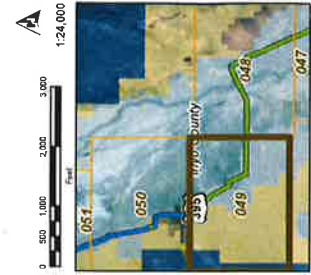
386000 390000 394000 4074000 4072000 4070000



CBC Digital 395

R05-Olancho to Independence-049

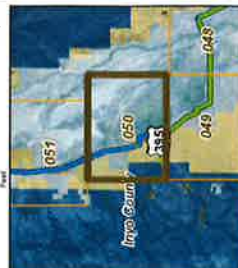
- Legend**
- Proposed Facility
 - Cabinet
 - Note Bag
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DOD Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Known Populations:
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5 Quad
 - PLSS Index
 - City Limit



R06-Independence to Bishop-050

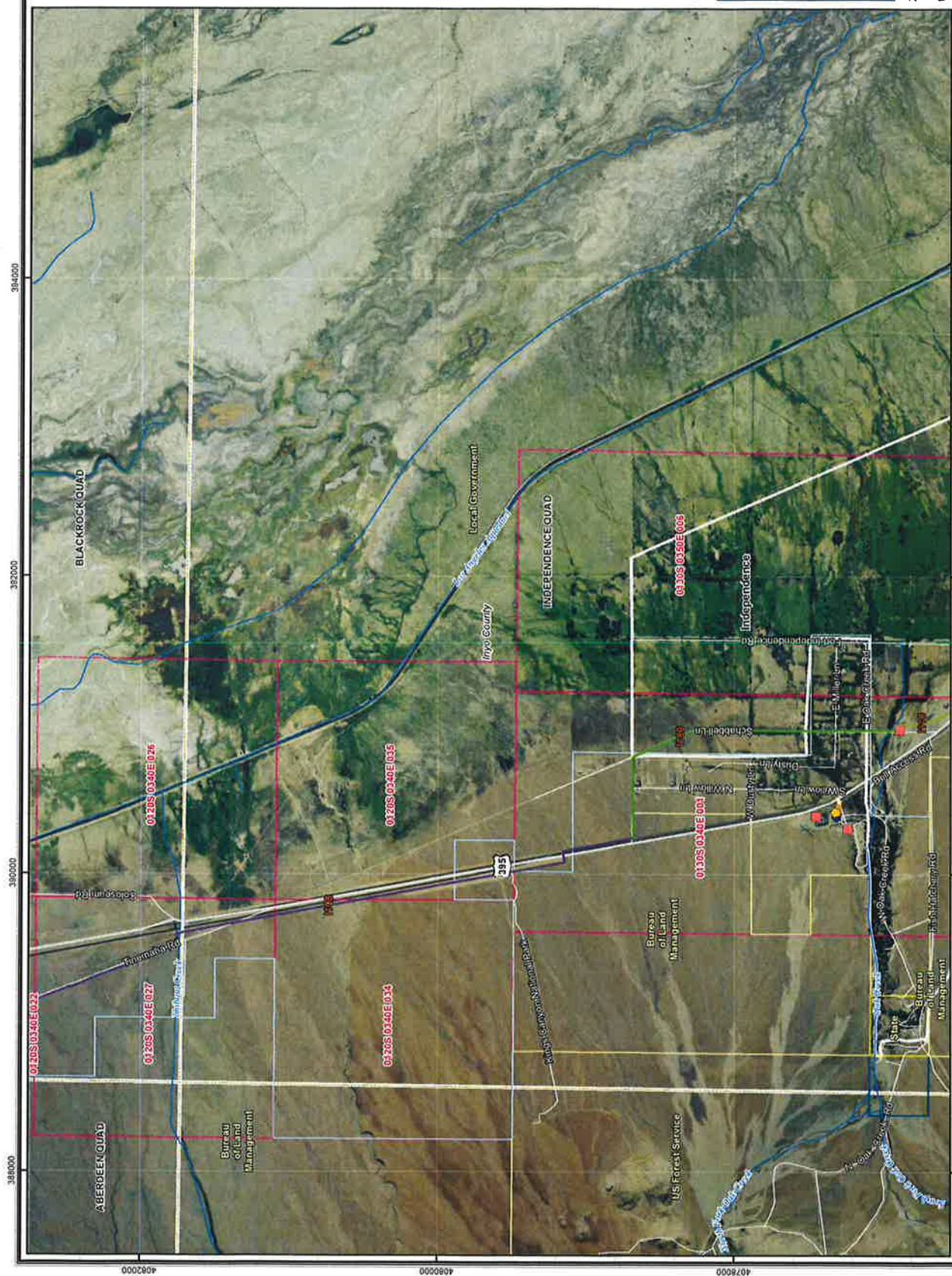


- Proposed Facility**
- Cabinnet
 - Nate Bldg
 - POI
 - Spikes
 - Tower
 - Staging Area
- Existing Facility**
- Anchor
 - FOI
- Distribution Line**
- West/Southbound Side
 - East/Northeast Side
 - Non-Specific
- Land Agency**
- BOO Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
- Mohave Ground Squirrel**
- Desert Forbs Critical Habitat
 - Known Populations:
 - Identified Core Areas
 - Other Known Populations
- Mohave Ground Squirrel Records**
- Incidental Observations
 - Present
 - Not Detected
 - Regional Surveys
 - Present, Regional Surveys
- Protocol Grids**
- Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLUS Index
 - City Limit

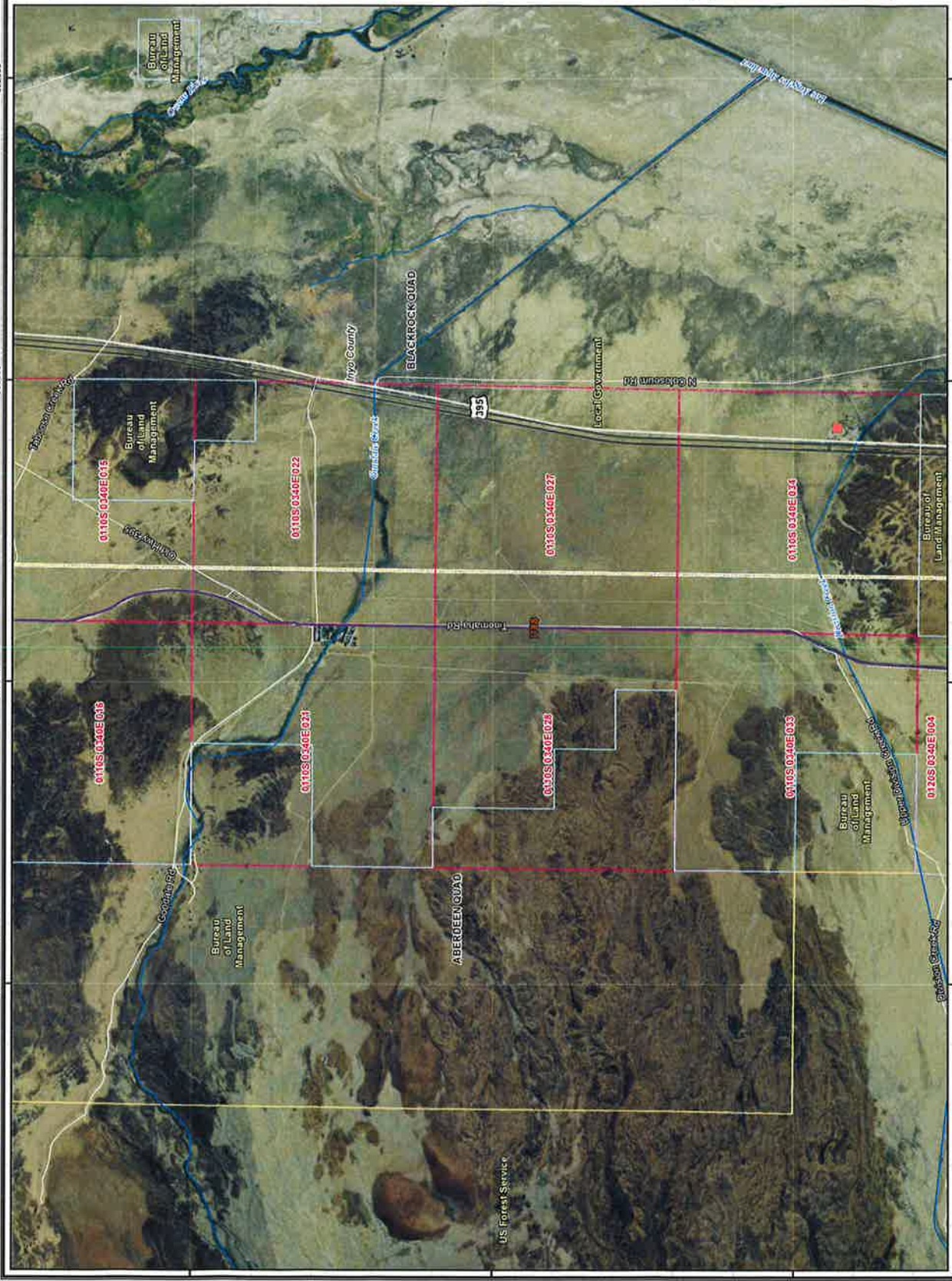


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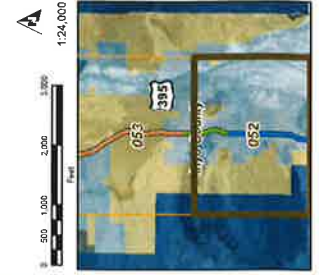
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CBC Digital 395

R06-Independence to Bishop-052

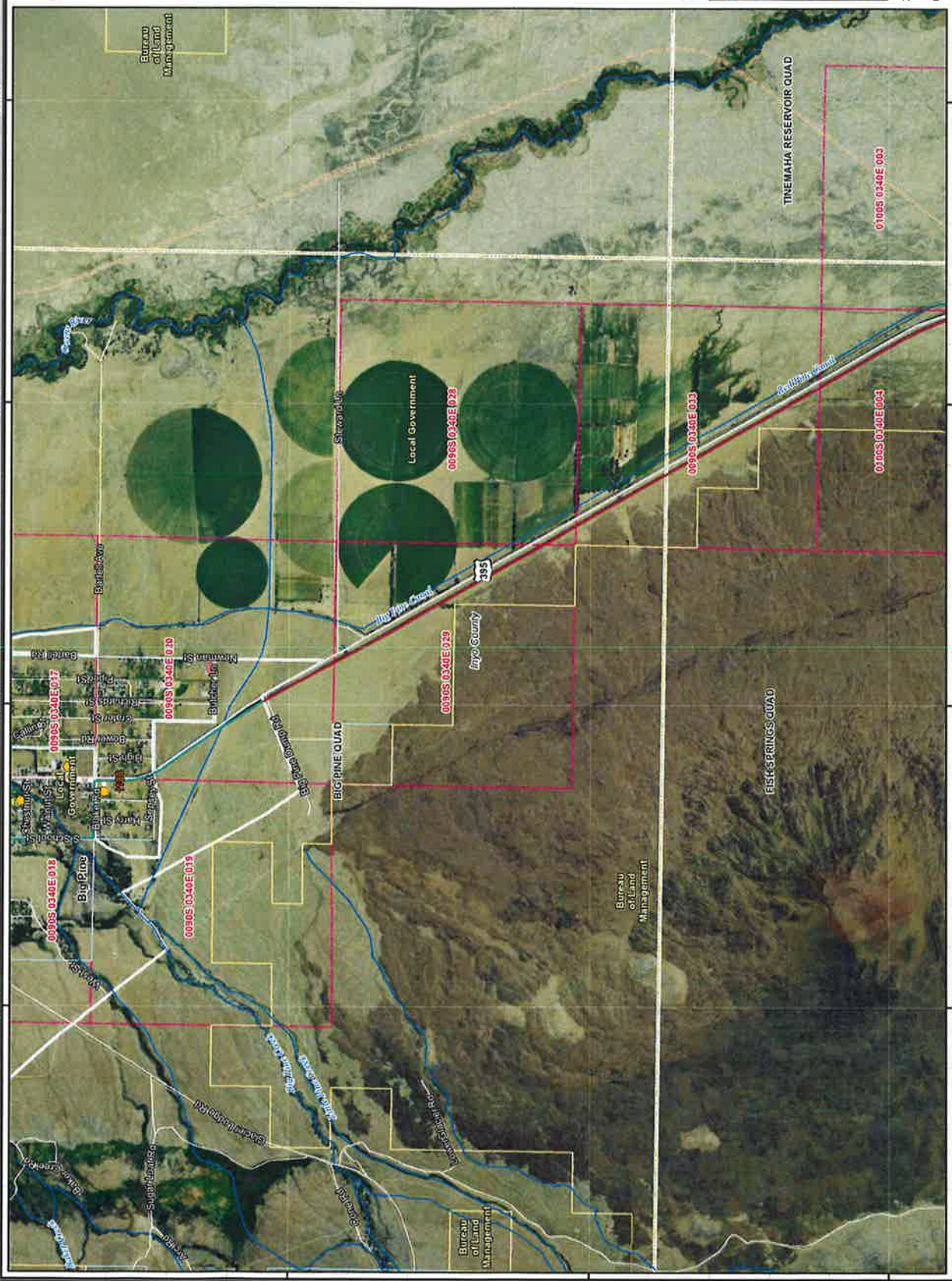
- Legend**
- Proposed Facility
 - Cabinet
 - Node Blog
 - POI
 - Spoke
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DDO Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mojave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mojave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected Regional Surveys
 - Present Regional Surveys
 - Predefined Grids
 - Not Detected Predefined Grids
 - Present Predefined Grids
 - Waterways
 - USGS 7.5 Quad
 - PLUS Index
 - City Limit



384000 386000 388000

384000

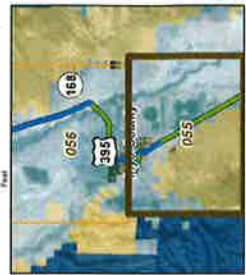
384000

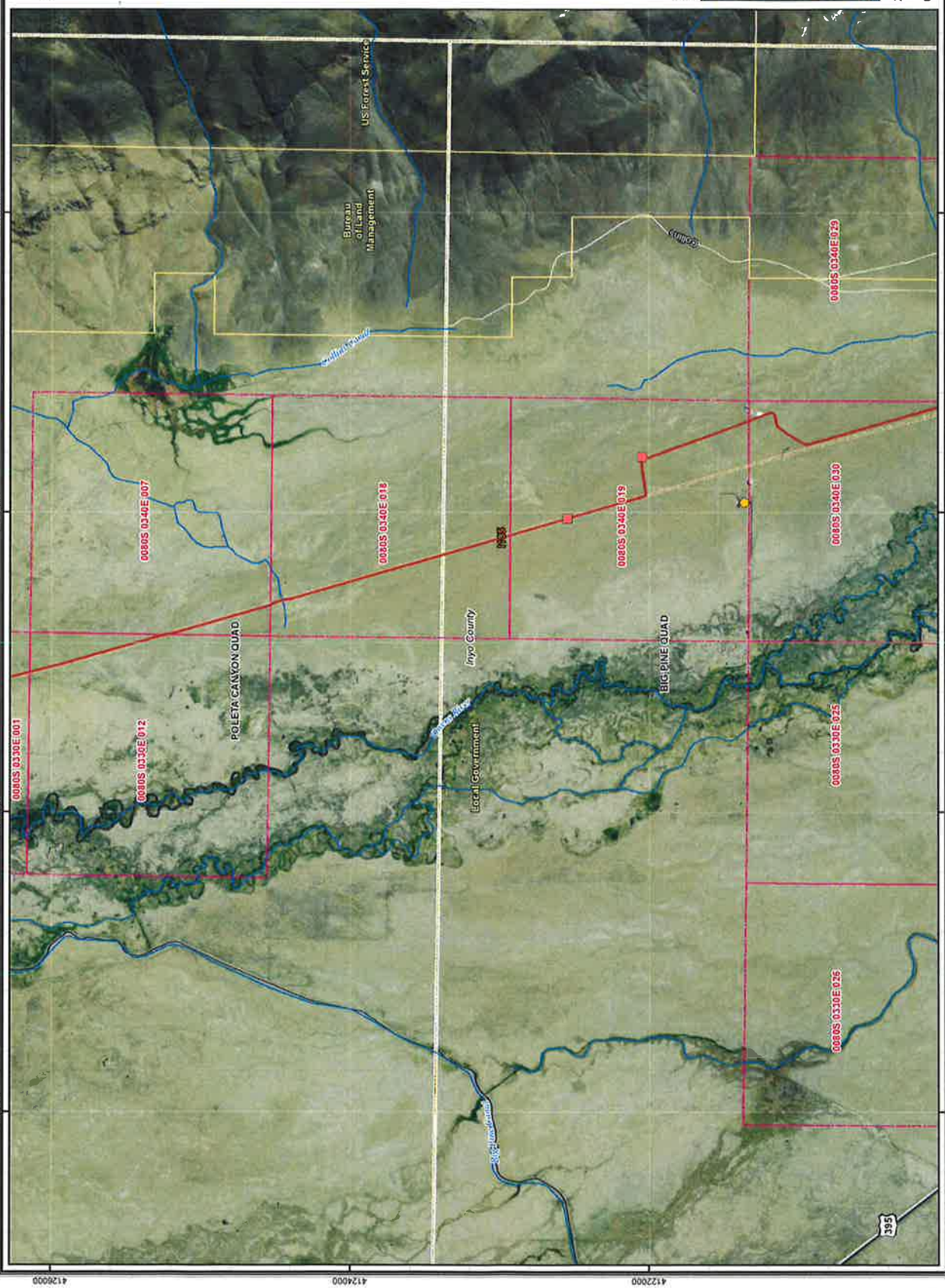


CBC Digital 395

R06-Independence to Bishop-055

- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DOD Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected: Regional Surveys
 - Present: Regional Surveys
 - Protocol Grids
 - Not Detected: Protocol Grids
 - Present: Protocol Grids
 - Waterways
 - USFS 7.5' Quad
 - PLSS Index
 - City Limit

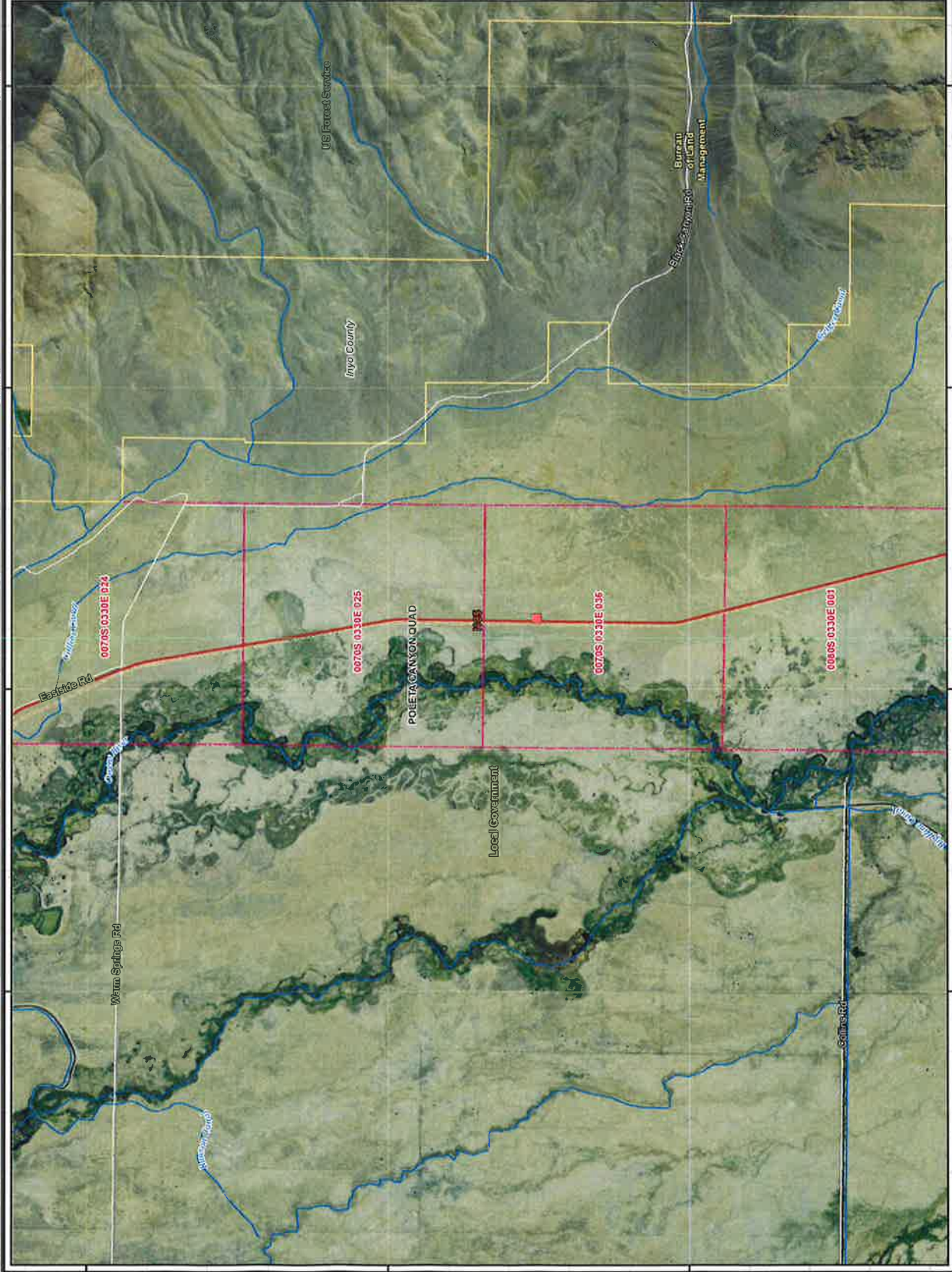




- Legend**
- Proposed Facility
 - Cabinet
 - Node Blog
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Deer/Torpid Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5 Quad
 - PLSS Index
 - City Limit



382000 384000 386000 388000



CBC Digital 395
R06-Independence to Bishop-058

- Legend**
- Proposed Facility**
- Cabinet
 - Node Bdg
 - POL
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POL
- Distribution Line**
- West/Southbound Side
 - East/Northbound Side
 - Non-Specific
- Land Agency**
- DOO Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
- Desert Tortoise Critical Habitat**
- Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
- Mohave Ground Squirrel Records**
- Incidental Observations
 - Present
- Regional Surveys**
- Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - ASS Index
 - City Limit



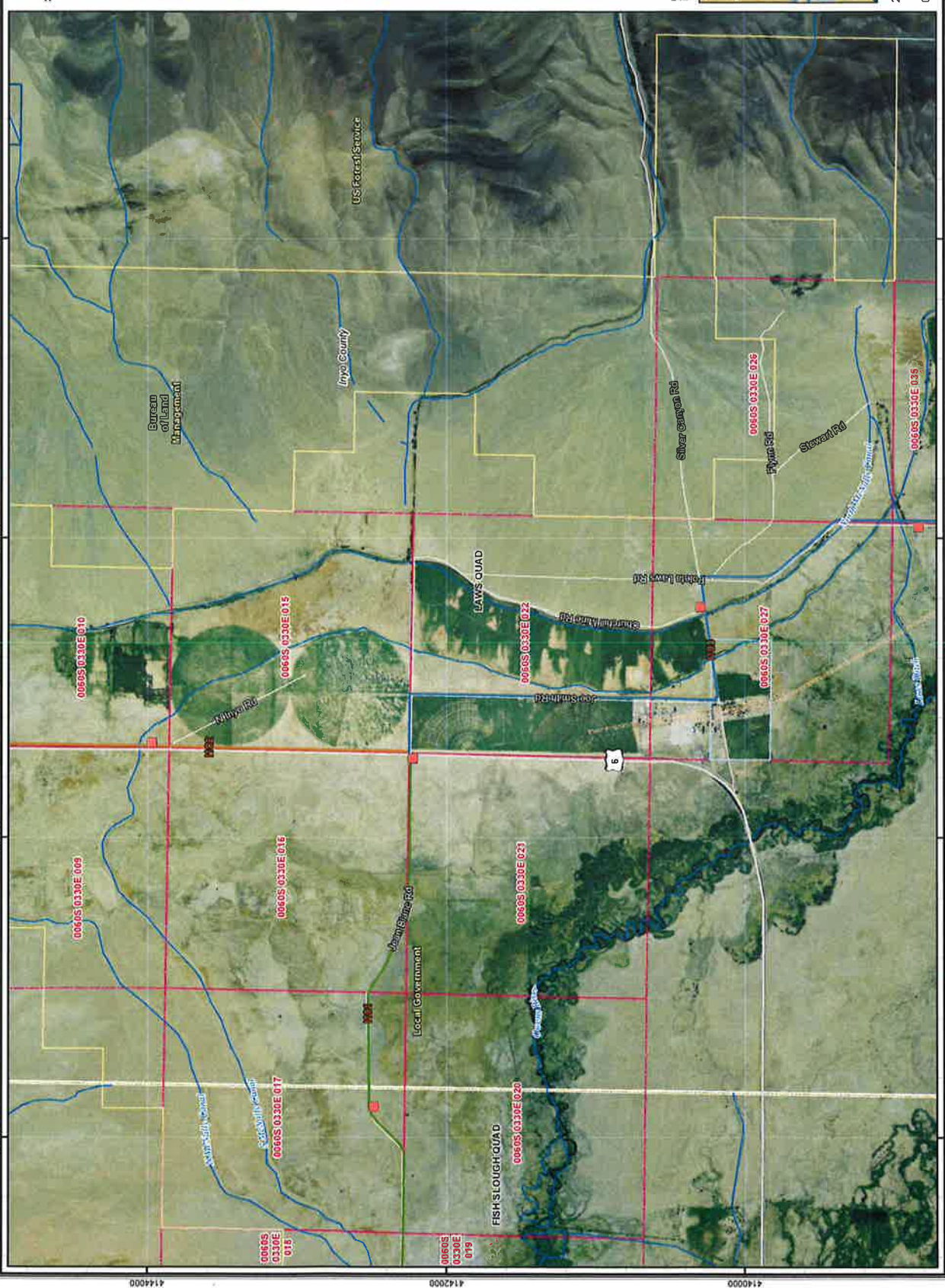


CBC Digital 395 R06-Independence to Bishop-060

- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POL
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel Known Populations
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Mainways
 - USGS 7.5' Quad
 - P.L.S.S. Index
 - City Limit



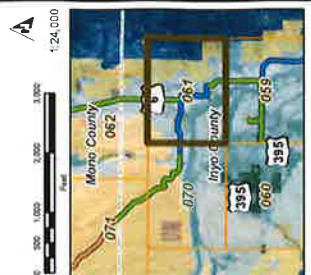
376000 380000 384000 388000



CBC Digital 395

R07-Bishop to Benton-061

- Legend**
- Proposed Facility
 - Cabinet
 - Node Bdg
 - POI
 - Splice
 - Tower
 - Existing Facility
 - Staging Area
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DOC Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Dewitt-Toribio Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Wayways
 - USGS 7.5 Quad
 - PLSS Index
 - City Limit



376000 378000 380000 382000

4150000

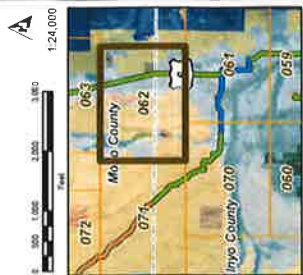
4148000



CBC Digital 395

R07-Bishop to Benton-062

- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - Manufacture/Bound Side
 - Earth/Bound Side
 - Non-Specific
 - Land Agency
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit

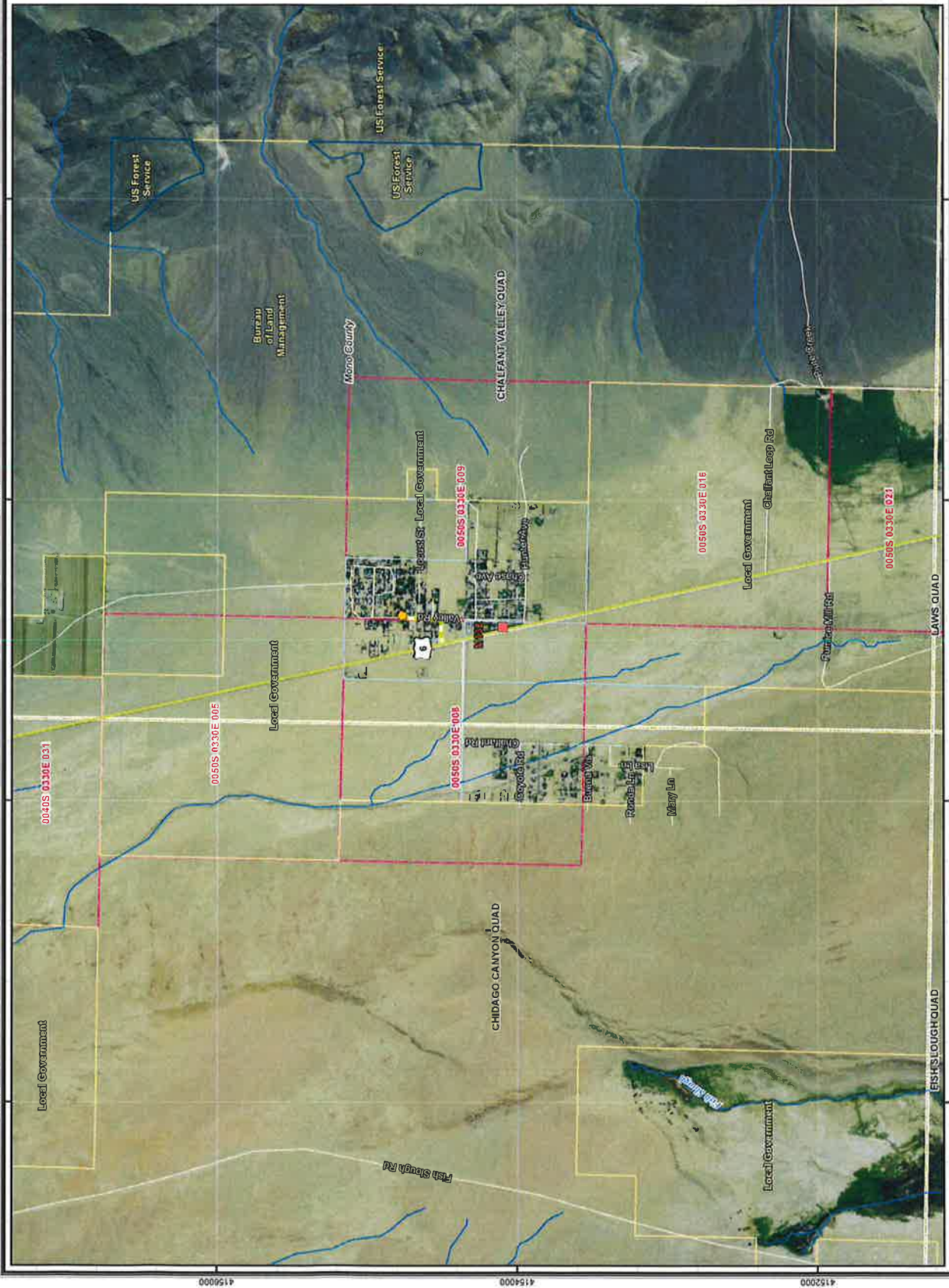


376000

378000

380000

382000



CBC Digital 395

R07-Bishop to Benton-063

Legend

- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
- Staging Area
- Existing Facility
- Anchor
- POI
- Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
- Land Agency
 - National Park Service
 - DOC Land
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
- Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
- Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit

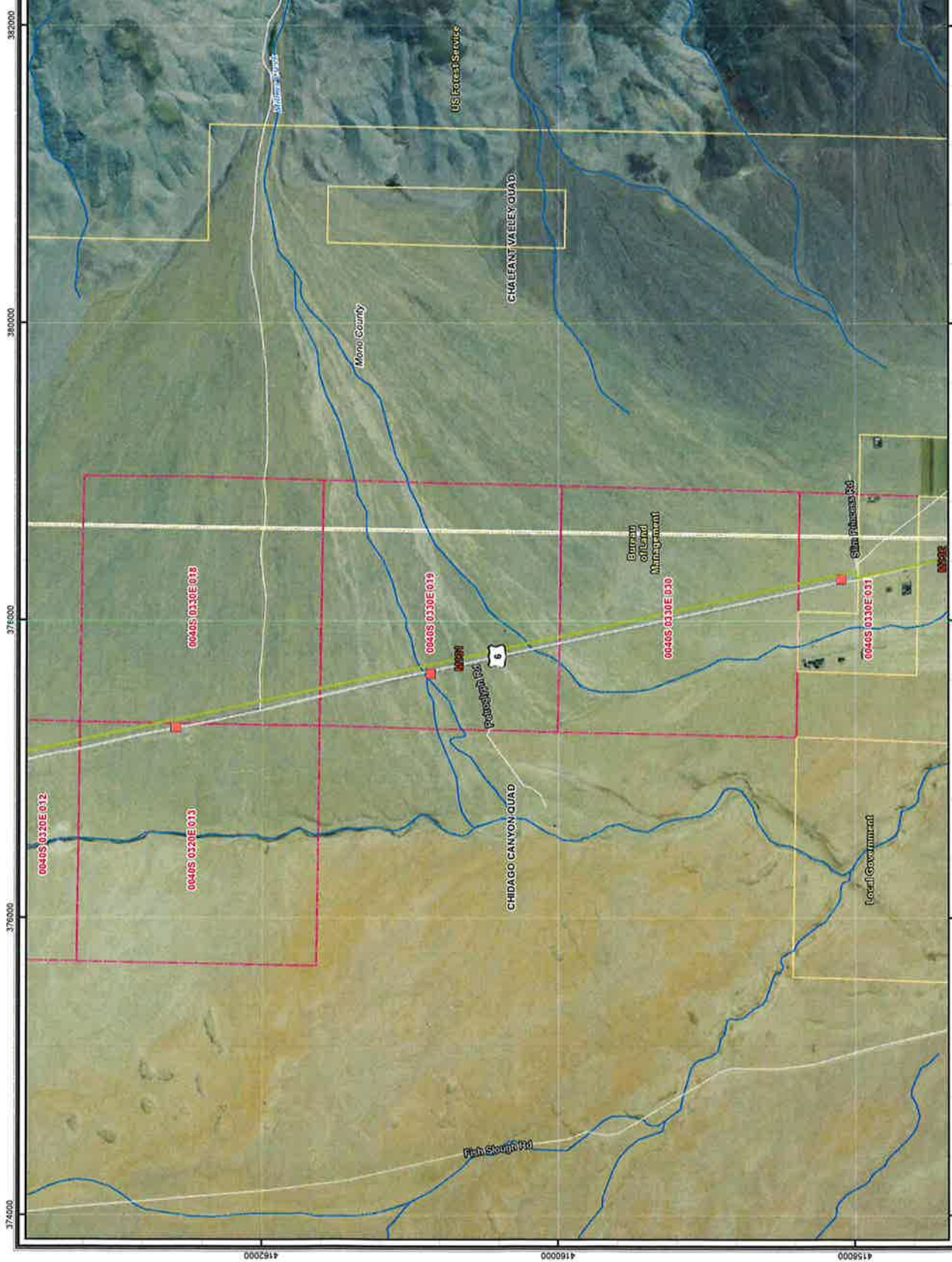


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07-07-11



Chambers Group Inc.



CBC Digital 395 R07-Bishop to Benton-064

- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Slide
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - DOD Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Isolated Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Preprotocol Grids
 - Not Detected, Preprotocol Grids
 - Present, Preprotocol Grids
 - Waterways
 - USGS 7.5 Quad
 - PLSS Index
 - City Limit





378000

376000

374000

372000

4176000

4174000

4172000

4170000



CBC Digital 395

R07-Bishop to Benton-066

Legend

- Proposed Facility
 - Cabinet
 - Node Blog
 - PCI
 - Splice
 - Tower
- Staging Area
- Existing Facility
 - Anchor
 - PCI
- Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
- Land Agency
 - DOC Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
- Desert Tortoise Critical Habitat
- Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
- Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
- Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
- Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
- Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit

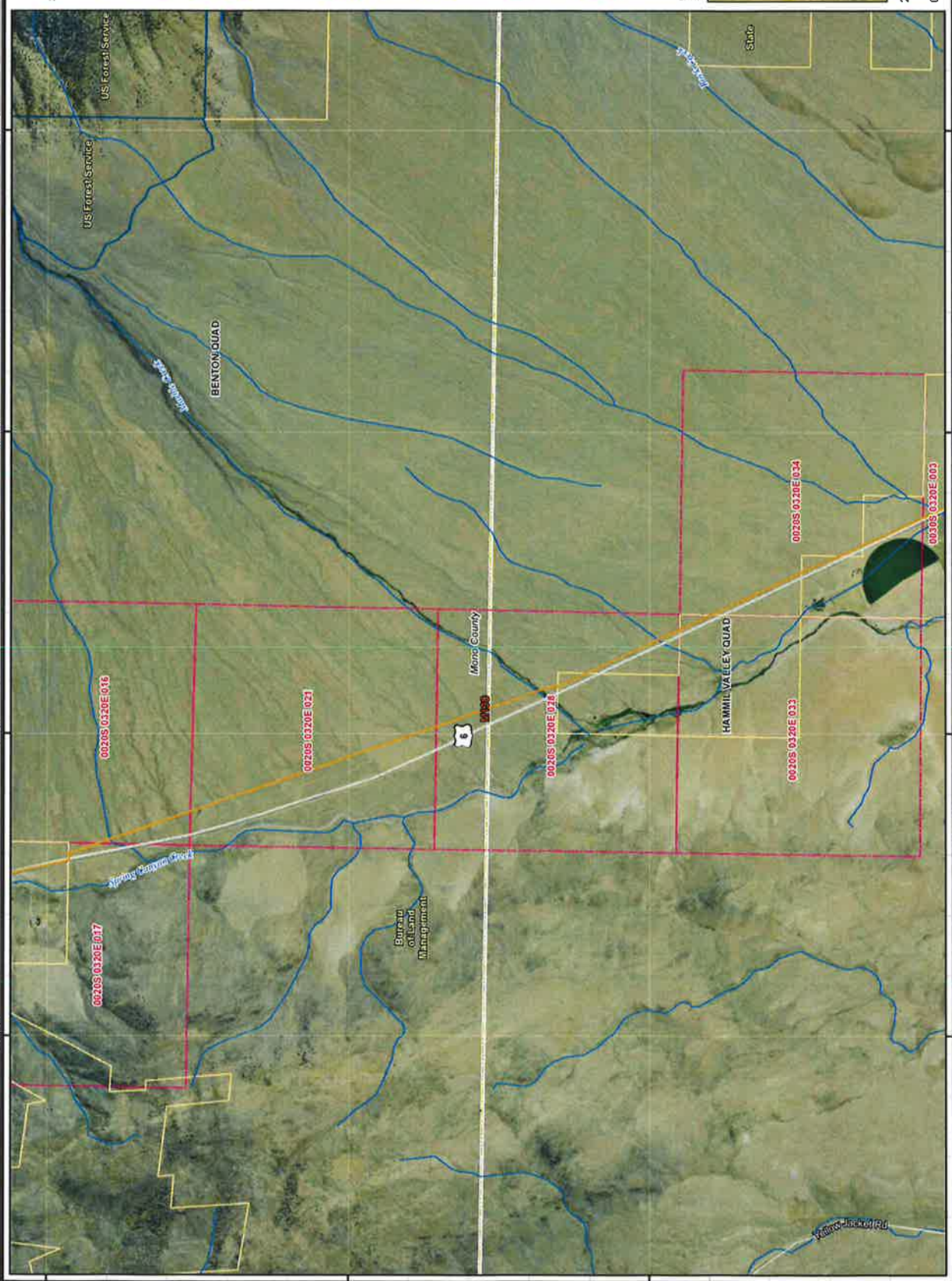


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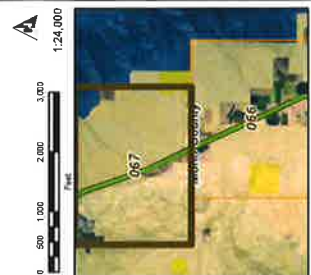
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CBC Digital 395

R07-Bishop to Benton-067

- Legend**
- Proposed Facility
 - Cabinet
 - Note Bldg
 - POI
 - Splice
 - Tower
 - Shaping Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - Waterways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



R07-Bishop to Benton-068

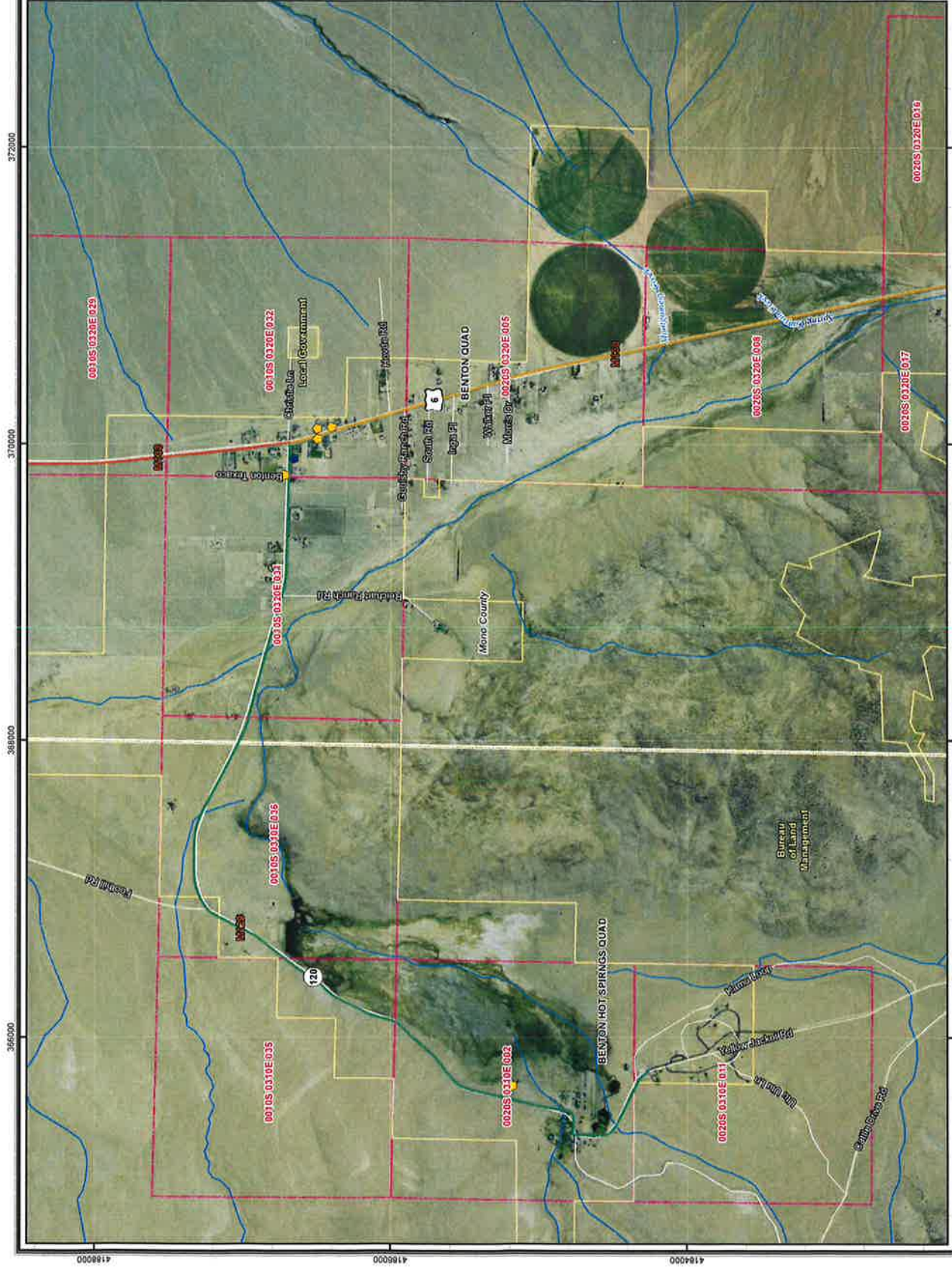
Legend
Proposed Facility

- Proposed Facility**
- Cabinet
 - Node Flag
 - PCI
 - Splice
 - Tower
 - Signage Area
 - Existing Facility
 - Anchor
 - PCI
- Distribution Line**
- West/Southbound Side
 - East/Norbound Side
 - Non-Specific
- Land Agency**
- DOI Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
- Mohave Ground Squirrel Critical Habitat**
- Desert Tortoise Critical Habitat
- Known Populations:**
- Identified Core Areas
 - Other Known Populations
- Mohave Ground Squirrel Records**
- Incidental Observations**
- Present
- Regional Surveys**
- Not Detected, Regional Surveys
 - Present, Regional Surveys
- Protocol Grids:**
- Not Detected, Protocol Grids
 - Present, Protocol Grids
- Waterways**
- USGS 7.5' Quad
 - PLSS Index
- City Limit**



20260

07-07-11

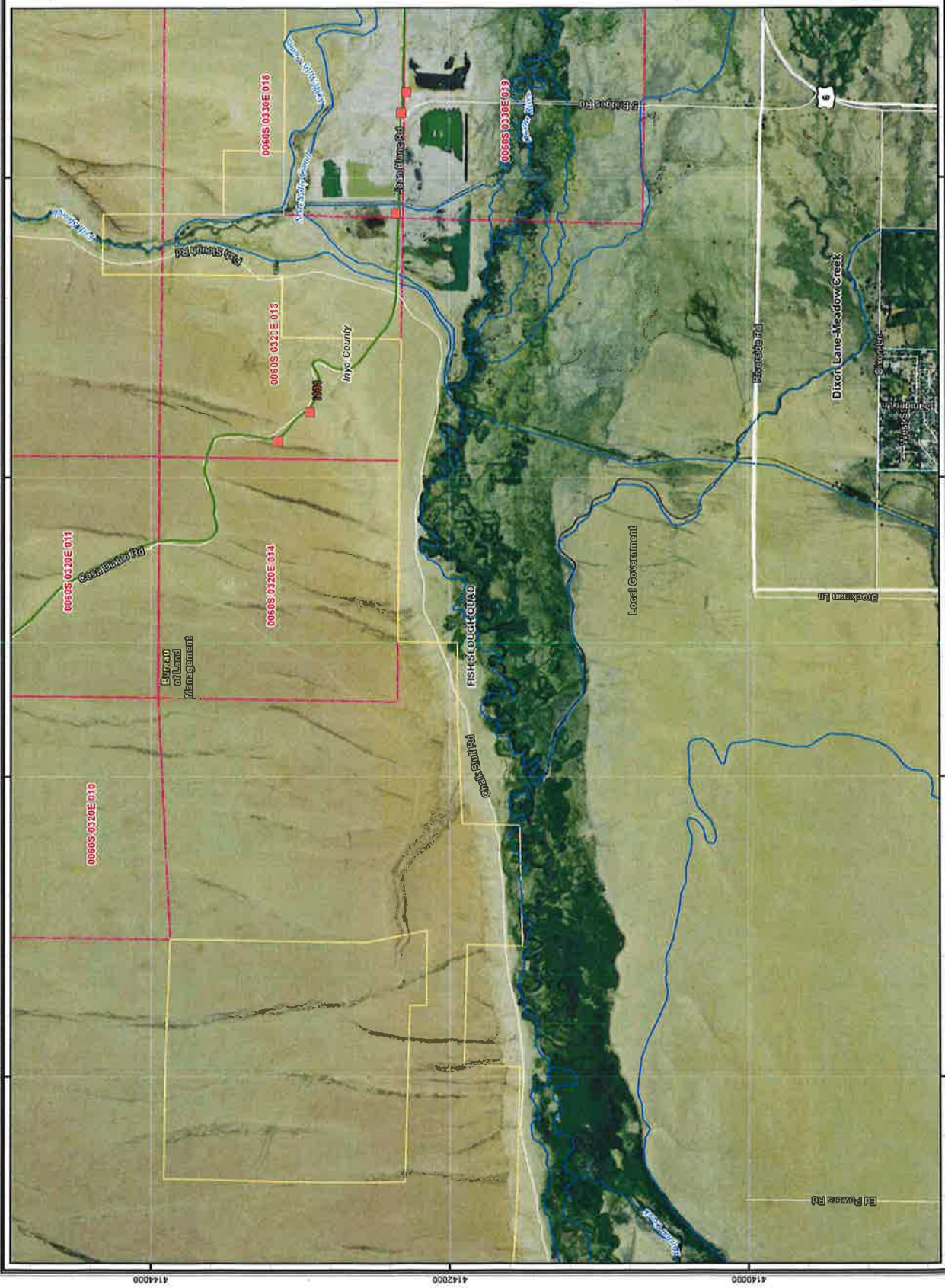


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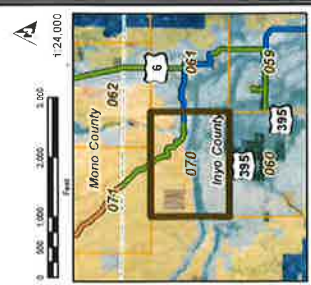
Legend

- Proposed Facility
 - Cabinet
 - Node Blog
 - POI
 - Salix
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
- Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
- Land Agency
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Forbear Critical Habitat
- Mohave Ground Squirrel
 - Known Populations:
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
- Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
- Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
- Mainways
 - USGS 7.5 Quad
 - PLSS Index
 - City Limit

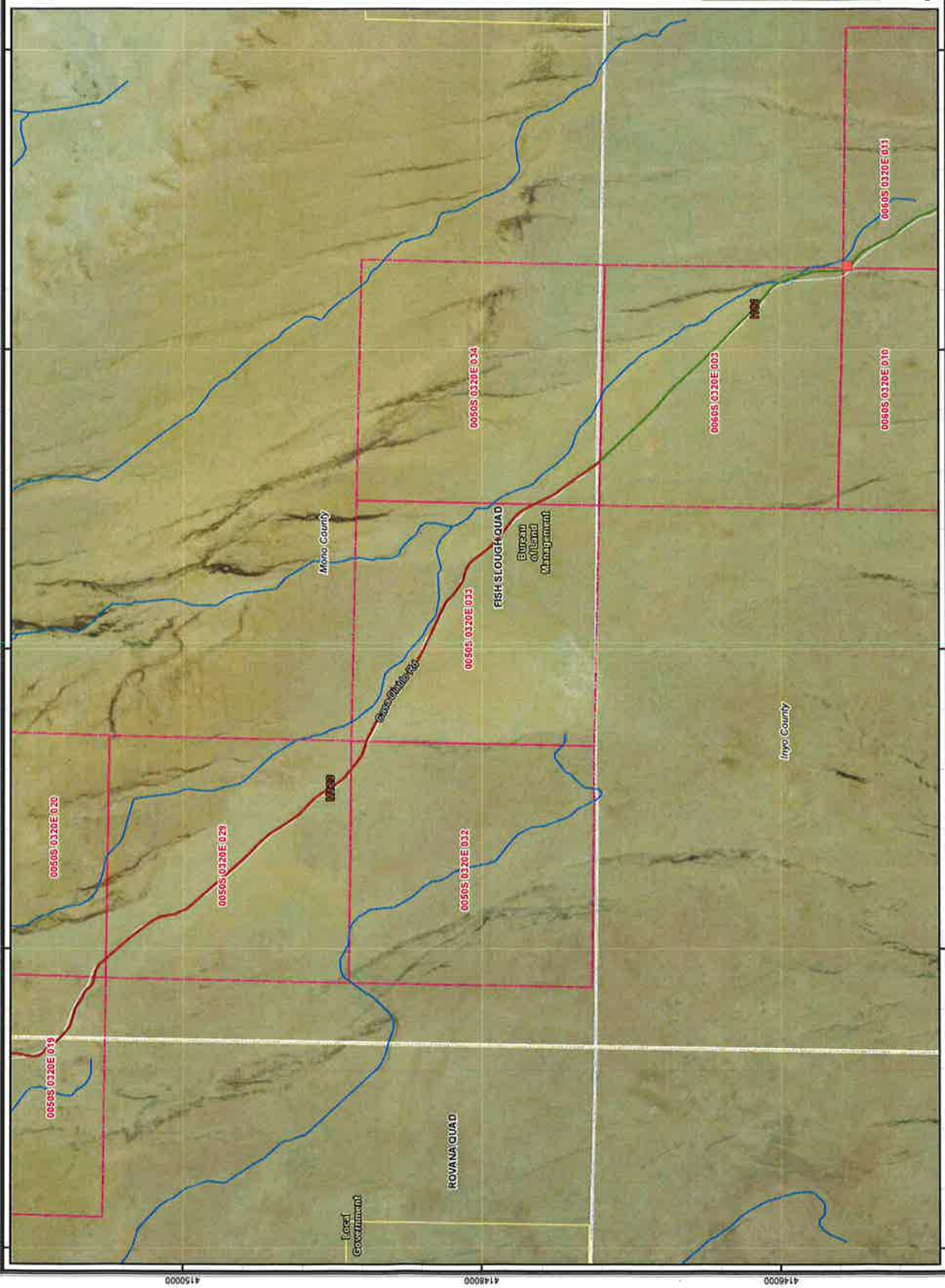




- Legend**
- Proposed Facility
 - Cabinet
 - Node Bldg
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Southbound Side
 - Non-Specific
 - Land Agency
 - DOD Land
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations:
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Water ways
 - USGS 7.5' Quad
 - PLSS Index
 - City Limit



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CBC Digital 395

R06-Bishop to Mammoth Lakes-071

- Legend**
- Proposed Facility
 - Cabinet
 - Noise Blog
 - POI
 - Splice
 - Tower
 - Staging Area
 - Existing Facility
 - Anchor
 - POI
 - Distribution Line
 - West/Southbound Side
 - East/Northbound Side
 - Non-Specific
 - Land Agency
 - National Park Service
 - BLM Land
 - USFS Land
 - Bureau of Indian Affairs
 - State Land
 - Local Government
 - Desert Tortoise Critical Habitat
 - Mohave Ground Squirrel
 - Known Populations
 - Identified Core Areas
 - Other Known Populations
 - Mohave Ground Squirrel Records
 - Incidental Observations
 - Present
 - Regional Surveys
 - Not Detected, Regional Surveys
 - Present, Regional Surveys
 - Protocol Grids
 - Not Detected, Protocol Grids
 - Present, Protocol Grids
 - Waterways
 - USGS 7.5 Quad
 - PLSS Index
 - City Limit



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R08-Bishop to Mammoth Lakes-072

CBC Digital 395

Legend

Proposed Facility

- Cabinet
- Note Bag
- POI
- Spoke
- Tower
- Staging Area
- Existing Facility
- Anchor

Distribution Line

- West/Southbound Side
- East/Northbound Side
- Non-Specific

Land Agency

- DOI Land
- National Park Service
- BLM Land
- USFS Land
- Bureau of Indian Affairs
- State Land
- Local Government

Desert Tortoise Critical Habitat

Mohave Ground Squirrel

Known Populations:

- Identified Core Areas
- Other Known Populations

Mohave Ground Squirrel Records

Incidental Observations

- Present

Regional Surveys

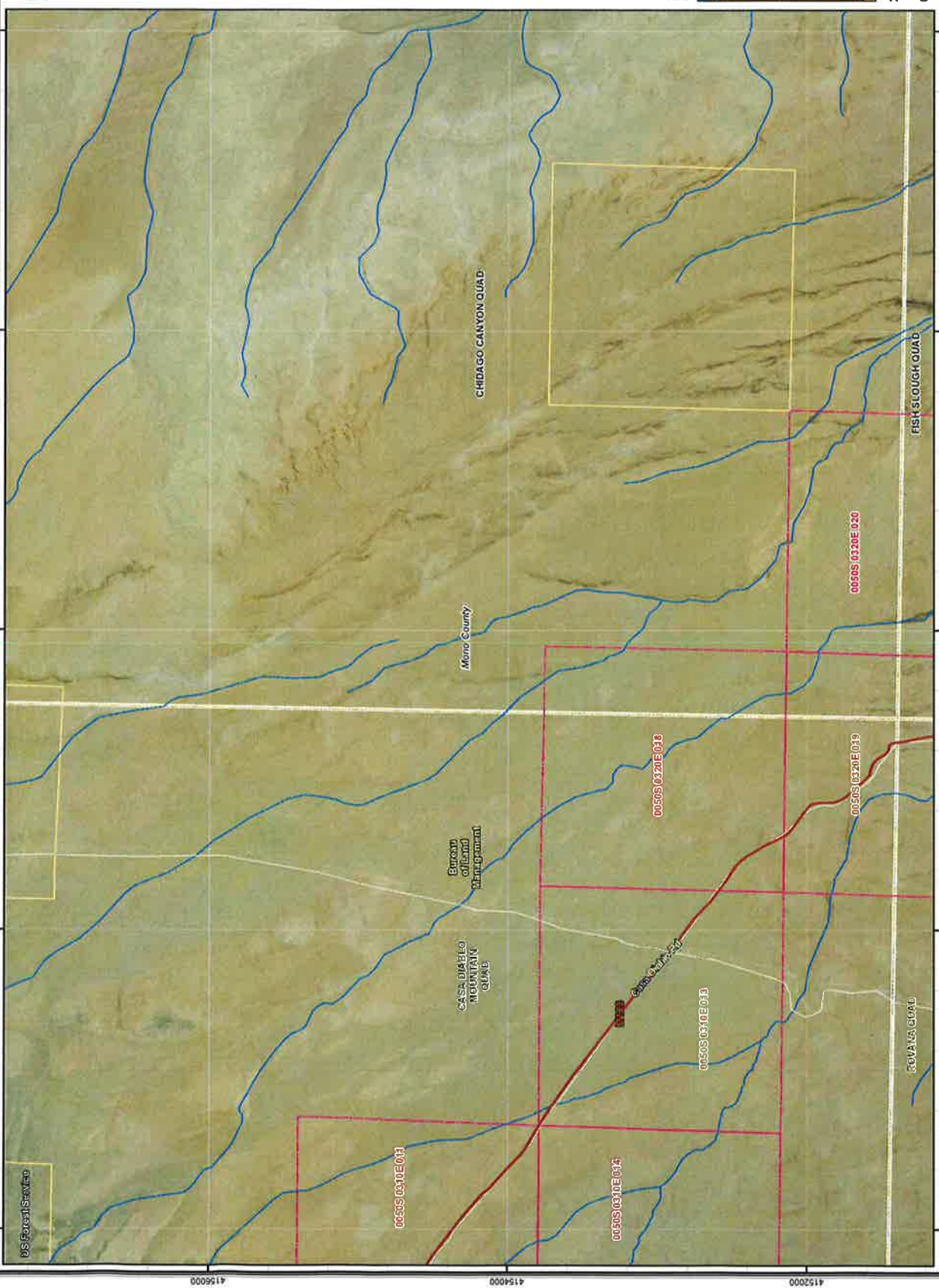
- Not Detected, Regional Surveys
- Present, Regional Surveys

Probed Grids

- Not Detected, Probed Grids
- Present, Probed Grids

Walkways

- USGS 7.5 Quad
- PLSS Index
- City Limit





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

July 9, 2024

Reference ID:
2024-528

Agriculture Advisory Committee Appointments Agricultural Commissioner ACTION REQUIRED

ITEM SUBMITTED BY

Ag Commissioner Nathan Reade

ITEM PRESENTED BY

Nathan Reade, Ag Commissioner

RECOMMENDED ACTION:

Reappoint the following individuals to the Agriculture Advisory Committee, for three-year terms ending August 22, 2027: Los Angeles Department of Water and Power lessee Tom Talbot and Inyo-Mono Cattleman's Association President Scott Kemp.

BACKGROUND / SUMMARY / JUSTIFICATION:

In 2006, the Inyo County Board of Supervisors created an advisory committee to provide input and advice regarding agricultural matters in Inyo County. This Agriculture Advisory Committee includes seven members representing various stakeholders throughout Inyo County as well as several ex-officio members.

The list of members includes:

- Community Business at Large Representative
- Los Angeles Department of Water and Power Lessee Representative
- Inyo/Mono Farm Bureau President
- Inyo/Mono Cattleman's Association President
- Resource Conservation District Chair
- Tri-County Fair Representative or Board Chair
- Chamber of Commerce Representative

Ex-officio members include:

- Board of Supervisors Representative
- Los Angeles Department of Water and Power
- Bureau of Land Management
- Inyo National Forest
- Inyo County Sheriff's Office

The terms for the Los Angeles Department of Water and Power Lessee Representative, Inyo/Mono Cattleman's Association President, and Tri-County Fair Representative or Board Chair are expiring in

August and we are asking your Board to reappoint the individuals currently serving in the first two positions.

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:

Your Board may choose to not approve the individuals proposed or suggest alternates. This is not recommended as each of them have been vetted and will serve as valuable members of the Committee.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Tom Talbot Signed Re-Appointment 2024
2. Scott Kemp Signed Re-Appointment 2024

APPROVALS:

Darcy Ellis	Created/Initiated - 7/2/2024
Darcy Ellis	Approved - 7/2/2024
Nate Greenberg	Final Approval - 7/2/2024



COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA
MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

March 29, 2024

Re: Agriculture Advisory Board

Your term of Los Angeles Dept. of Water & Power Lessee is nearing the end of it's term on 8/22/2024.

Please sign below to confirm your interest to be re-appointed to the Los Angeles Dept. of Water & Power Lessee position for a three-year term. If you are not able to serve, please recommend an alternate person on your behalf.



Tom Talbot



COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA
MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

March 29, 2024

Re: Agriculture Advisory Board

Your term of President of Inyo / Mono Cattleman's Association is nearing the end of it's term 8/22/2024.

Please sign below to confirm your interest to be re-appointed to the President of Inyo / Mono Cattleman's Association position for a Three-year term. If you are not able to serve, please recommend an alternate person on your behalf.

Scott Kemp



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

July 9, 2024

Reference ID:
2024-502

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 June 18, 2024 and special meeting of June 25, 2024.

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, www.inyocounty.us.

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:

- Draft June 18, 2024 Minutes

2. Draft June 25, 2024 Minutes - Special Meeting

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 6/20/2024
Final Approval - 6/27/2024

MINUTES



County of Inyo Board of Supervisors

June 18, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on June 18, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel Christian Milovich, 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 no one wishing to speak.

Closed Session

Chairperson Kingsley 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 **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, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant Director of Budgets and General Services Denelle Carrington; No. 3 **Conference with Legal Counsel – Anticipated Litigation – Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9**: two potential cases. Facts and circumstances: Rejection of Appeal Nos. 2023-02, 2023-03 of Renewable Energy Permits issued to Barker Solar; and No. 3B **Conference with Legal Counsel - Existing Litigation - Pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9** - Name of case: *Southern California Edison Company v. California State Board of Equalization, et al.* Case number: 30-2023-01328239-CU-MC-CXC.

Open Session

Chairperson Kingsley recessed closed session and reconvened the meeting in open session at 10:32 a.m. with all Board members present.

Pledge of Allegiance

Assistant County Counsel Milovich led the Pledge of Allegiance.

Report on Closed Session

Assistant County Counsel Milovich reported that the Board met under Item Nos. 2 through 3B and noted the Board decision (by unanimous vote), to proceed with legally defending the County for both anticipated and existing litigation items.

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley, Erick Schat, Jr., and Mel Joseph.

County Department Reports

Chairperson Kingsley asked if there were any County departments wishing to provide reports and/or updates and there was no one wishing to speak.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meeting of June 4, 2024. Motion carried unanimously.

CAO – Willdan Engineering Contract Amendment

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve Amendment No. 1 to the contract between the County of Inyo and Willdan Engineering of San Bernardino, CA, extending the term end date from June 30, 2024, to June 30, 2025, contingent upon

No. 1	approval of the Fiscal Year 2024-2025 budget and authorize the Chairperson to sign. Motion carried unanimously.
CAO-Advertising County Resources – Film Commissioner Contract Extension FY 24-25	Moved by Supervisor Marcellin and seconded by Supervisor Orrill to authorize staff to exercise the County's option to extend the current Film Commissioner agreement with Mr. Jesse Steele to June 30, 2025, per paragraph 2.a. of the agreement, and adjust the rate according to paragraph 3.d., pending Board approval of the 2024-2025 Budget, and to send Mr. Steele notice of the extension. Motion carried unanimously.
CAO – ESCOG IMBC Agreement	Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve the Agreement between Inyo County and the ESCOG JPA as the Board of the Inyo-Mono Broadband Consortium regarding the processing of reimbursement requested under the California Advance Services Fund Grant and authorize the Chairperson to sign. Motion carried unanimously.
CAO – Design Path Studios Amendment No. 3	Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve Amendment No. 3 to the agreement between the County of Inyo and Design Path Studios of Encinitas, CA, extending the term end date from June 30, 2024, to June 30, 2025, contingent upon approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
CAO-Emergency Services – ESRI Enterprise License Agreement Approval	<p>Moved by Supervisor Marcellin and seconded by Supervisor Orrill to:</p> <ul style="list-style-type: none"> A) Declare Environmental Systems Research Institute, Inc. (ESRI) of Redlands, CA a sole-source provider of Geographic Information System software; B) Ratify and approve the three (3) year renewal of the ESRI Enterprise License Agreement (ELA) in an amount not to exceed \$85,000; and C) Authorize the County Administrator, or his designee, to sign on behalf of the County of Inyo to enter into the three-year ELA with ESRI, for the time period of February 13, 2023, through February 13, 2025, pending Board approval the Fiscal Year 2024-2025 Budget. <p>Motion carried unanimously.</p>
CAO-Emergency Services – Continue Tropical Storm Hilary Emergency	Moved by Supervisor Marcellin and seconded by Supervisor Orrill to continue the local emergency proclaimed in response to Tropical Storm Hilary. Motion carried unanimously.
CAO – Broadband Technical Assistance Reimbursement Requests	Moved by Supervisor Marcellin and seconded by Supervisor Orrill to authorize the County Administrator or designee to submit SF-270 forms (Request for Advance or Reimbursement) to the U.S. Department of Agriculture Rural Utilities Service on behalf of the County for Broadband Technical Assistance grant reimbursement requests and authorize the Chairperson to sign the Form 675 to document the authorization to submit SF-270 forms for grant reimbursement requests. Motion carried unanimously.
CAO-Information Services – Microsoft Enterprise Enrollment Agreement	Moved by Supervisor Marcellin and seconded by Supervisor Orrill to ratify and approve the Enterprise Enrollment Agreement between the County of Inyo and Microsoft of Redmond, WA, through their licensing solutions partner Dell, Inc. of Round Rock, TX, for the provision of Microsoft product subscription services in an amount not to exceed \$251,700 per year (\$755,100 for the period of July 1, 2023 through June 30, 2026), contingent upon the Board's approval of future budgets, and authorize the Information Services Director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
CAO-Museum – Library of Congress Teaching with Primary Sources Grant	Moved by Supervisor Marcellin and seconded by Supervisor Orrill to ratify and authorize the acceptance of a grant from the Library of Congress Teaching with Primary Sources program through the Metropolitan State University of Denver for the Eastern California Museum for the period of April 2022 through June 30, 2024 (as amended), for \$25,000. Motion carried unanimously.
HHS-Fiscal – Eastern Sierra	Moved by Supervisor Marcellin and seconded Supervisor Orrill to ratify the revised Memorandum of Understanding (MOU) between the County of Inyo, County of Mono, and

**Continuum of Care
MOU**

the Eastern Sierra Continuum of Care to establish the responsibilities of each party as they relate to the Regionally Coordinated Homeless Action Plan incorporated into the application for Homeless Housing, Assistance and Prevention Round 5 (HHAP-5) funding for the period of March 26, 2024 to June 30, 2029, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

**HHS-Social Services –
Redwood Toxicology
Contract Amendment
No. 1**

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve Amendment No. 1 to the agreement between Inyo County and Redwood Toxicology to amend the Schedule of Fees including the updated pricing schedule with the inclusion of saliva swabs, urine testing, and follow-up testing for laboratory confirmation of all positive screenings related to the swabs. Motion carried unanimously.

**Planning Department-
Yucca Mountain
Oversight –
Roux Associates, Inc.
(Andy Zdon) Contract
Amendment No. 3**

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to:

- A) Approve Amendment No. 3 to the contract between the County of Inyo and Roux Associates Inc. (Andy Zdon) to amend:
 - Section 2 – Term, to July 1, 2021, through June 30, 2025;
 - Term to July 1, 2021 - June 30, 2025, on Attachments A-E as applicable. Section 3 - CONSIDERATION at Subsection D - Limit payable under Agreement. Shall not exceed \$90,000;
 - The "not to exceed" amount to be \$90,000 on Attachments A-E as applicable; and
 - Attachment D – Insurance Requirements; and
- B) Authorize the Chairperson to sign.

Motion carried unanimously.

**Planning Department –
LAFCo FY 24-25
Contract**

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to:

- A) Approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission (LAFCo) to provide staff services in the amount not to exceed \$17,468.80 for the period of July 1, 2024, through June 30, 2025;
- B) Authorize the Chairperson to sign; and
- C) Direct the Planning Department and County Counsel to provide services as outlined in the contract contingent upon the Board's adoption of a Fiscal Year 2024-2025 Budget.

Motion carried unanimously.

**Public Works-
Recycling & Waste
Management –
Advanced Chemical
Transport, Inc.
Contract**

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to:

- A) Award the bid for the removal of household hazardous waste (HHW) to Advanced Chemical Transportation, Inc, dba ACTenviro of Sacramento, CA;
- B) Approve the contract between County of Inyo and ACTenviro of Sacramento, CA in an amount not to exceed \$81,114 for the period of July 1, 2024, through June 30, 2027, subject to Board approval of future County budgets, and
- C) Authorize the Chairperson to sign the contract.

Motion carried unanimously.

**Sheriff –
COPS Technology &
Equipment Grant**

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to authorize the submittal of a grant to the Department of Justice FY 2024 Technology & Equipment Program. Motion carried unanimously.

**USFS & BLM –
Summer Fire Season
Presentation**

Inyo National Forest Services Forest Supervisor Lesley Yen, Interagency Forest Field Management Office Larry Pingel, BLM Field Manager Sherri Lisius, and NOAA Meteorologist Chris Smallcomb provided a collaborative presentation on the upcoming summer fire season.

Public comment was made by Lynn Greer.

**Treasurer-Tax
Collector –
Proposed Business
License Program
Presentation**

Treasurer-Tax Collector Alisha McMurtrie provided a presentation on a proposed County of Inyo business license program and suggested schedule with a projected "go live" date of January 1, 2025.

Public comment was received from Lauralyn Hundley, Lynn Greer, Charles James, and Spencer McNeal.

Board members engaged in lengthy discussion about the potential program, urging staff to gather as much public feedback as possible per the proposed outreach schedule.

Recess/Reconvene

The Chairperson recessed the regular Board meeting to return to closed session at 12:57 p.m. and reconvened the meeting in open session at 1:42 p.m. with all Board members present. No subsequent action was taken that is required to be reported by law.

***CAO –
Eastern Sierra Air
Alliance Update & Air
Service Contribution
Approval***

CAO Greenberg introduced the item and Deputy Public Works Director for Airports Ashley Helms provided the Board with a presentation and updates on the Bishop Airport and Regional Air Service.

Board members thanked staff for their time then voiced questions and concerns about the current cost share agreement.

Supervisor Marcellin said he would like to see continued financial resources put toward advertising and eventually, additional options for connecting flights.

Supervisor Orrill suggested additional financial contributions earmarked for bolstering tourism through advertising, a stronger representative presence at the table for Inyo, and itemized invoices for the purpose of transparency.

Supervisor Griffiths said he would like more information on data collected and agreed with Supervisor Orrill about the governance piece, noting that three-quarters of the group are Mono County/Mammoth representatives. Griffiths said tourism for Inyo is important but giving residents the ability to fly out of the area locally provides a better quality of life and is just as important.

Supervisor Roeser was concerned with governance structure and questioned information provided in the cost share agreement document which could potentially set precedence for a future MOU. Roeser suggested dollars be put toward infrastructure improvements, a shuttle service, and advertising rather than the subsidy and noted that Inyo's contributions through infrastructure development – including valuable staff time grant fund matches – at the Bishop Airport needed to be taken into stronger consideration.

Supervisor Kingsley said he would love to see someone from the City of Bishop on the oversight committee and requested a break-down of funding streams for the Bishop Airport. Kingsley said he feels that the money put into the Bishop Airport is a good investment for the County and it seems short-sighted to continuously come back and question meeting a commitment made years ago.

Chairperson Kingsley asked if there was anyone wishing to provide public comment and there was no one wishing to speak.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Approve the 2023-2024 Commercial Air Service Revenue Guarantee Cost Sharing Agreement with Mammoth Lakes Tourism and authorize the Board Chair to sign;
- B) Approve the appropriation of \$196,000 from the Contingencies object code - 5901 into the Commercial Air Subsidy object code - 5543 in the Bishop Airport Budget (150100)); and
- C) Approve the payment of Invoice #2519 from Mammoth Lakes Tourism in the amount of \$196,000.

Motion carried 4-1, with Supervisor Roeser voting no.

***CAO –
FY 24-25 Preliminary
Budget Adoption***

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to adopt the modified Fiscal Year 2023-2024 Board Approved Budget as the Preliminary Budget for Fiscal Year 2024-2025 and approve the Fixed Assets as recommended by staff. Motion carried unanimously.

Public Comment

Chairperson Kingsley asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.

***Board Member & Staff
Reports***

Supervisor Griffiths said he recently attended a National Association of Counties leadership training in Washington, D.C., will be attending an upcoming meeting for the California State Association of Counties in Alameda County, and traveling to Sacramento to testify on SB 1032.

CAO Greenberg said he participated in an Eastern Sierra Conservancy tour and will attend various upcoming 2024-2025 budget meetings. Greenberg reminded Board members that he will attend next week's Board meeting remotely and thanked Crystal Geyser for generous contributions given to local fire agencies in response to assistance provided on the recent Cartago Fire.

Assistant Clerk of the Board and Public Relations Liaison Ellis reminded attendees that next week's Board meeting will be held at the Clint Quilter Consolidated Office Building in Bishop with a regular start time.

Supervisor Kingsley said will not be able to attend the Board meeting next week and said he recently attended a Western Governors Conference in Lake Tahoe.

Adjournment

The Chairperson adjourned the meeting at 3:47 p.m. to 8:30 a.m. Tuesday, June 25, 2024, at the Quilt Quilter Consolidated Office Building in Bishop.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

MINUTES



County of Inyo Board of Supervisors

June 25, 2024

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 8:32 a.m., on June 25, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Vice Chairperson, Scott Marcellin, presiding, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis; and present remotely County Administrator Nate Greenberg. Absent: Supervisor Matt Kingsley.

***Closed Session
Public Comment***

The Vice Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Vice Chairperson Marcellin recessed open session at 8:33 a.m. to convene in closed session with all Board members present except Supervisor Kingsley to discuss the following item(s): **No. 2 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, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant Director of Budgets and General Services Denelle Carrington.

Open Session

Vice Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:00 a.m. with all Board members present.

Pledge of Allegiance

Vice Chairperson Marcellin led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item No. 2 and said that no action was taken during closed session that is required to be reported.

Public Comment

The Vice Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley.

Memorial Dedication

Vice Chairperson Marcellin announced he wanted to dedicate today's meeting to the Tanner family following the passing of Bobby Tanner, prominent mule skinner, Mule Days representative, and pack station owner.

Introductions

The following new employees were introduced to the Board: Health & Human Services: Social Worker Steven Anderson, Office Clerk Supervisor Yesenia Arellano, Social Worker Makenna Batchelder, Office Clerk Cierra Dorame, Addictions Counselor Maria Fierro, HHS Specialist Shyann Harvey, Residential Caregiver Faith-Celeste Dulay, and Program Supervisor-Housing April Powell.

County Department Reports

Health & Human Services Director Anna Scott provided a status report on Social Services and Public Health funding in accordance with the recently approved California State Budget Plan.

Agricultural Commissioner Nathan Reade provided updates on the Weights and Measures Department and provided information on Assembly Bill 2037 which aims to give county sealers the authority to test and monitor electric vehicle chargers operated by public agencies.

*Item Pulled –
CAO & Agricultural
Commissioner –
Lone Pine Paiute-
Shoshone Reservation
MOU*

The following item was removed from the agenda at the request of the Department and will be brought back at a later date:

- 8) **Memorandum of Understanding between the Lone Pine Paiute-Shoshone Reservation and Inyo County for Mosquito Abatement Services**
County Administrator & Agricultural Commissioner - OVMAP | Nathan Reade

Recommended Action: Approve the Memorandum of Understanding between the Lone Pine Paiute-Shoshone Reservation and Inyo County for the purpose of mosquito abatement services on the Reservation, and authorize the Chairperson to sign.

*Item Pulled –
HHS Health Officer
Contract*

The following item was removed from the agenda at the request of the Department and will be brought back at a later date:

- 10) **Health Officer Contract**
Health & Human Services | Anna Scott

Recommended Action: Approve the contract between the County of Inyo and James Richardson, MD of Bishop, CA for the provision of Health Officer services in an amount not to exceed \$205,000 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign.

*CAO –
Inyo/Mono VSO Annual
Compliance Forms*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize the Chairperson to sign the California Department of Veterans Affairs Annual Medi-Cal Cost Avoidance Program Certificate of Compliance for Fiscal Year 2024-2025 and the California Department of Veterans Affairs Annual Subvention Certificate of Compliance for Fiscal Year 2024-2025. Motion carried 4-0 with Chairperson Kingsley absent.

*HHS-ESAAA –
Mono County ESAAA
Contract Amendment
No. 2*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve Amendment No. 2 to the contract between the County of Inyo and County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) service to Mono County eligible residents, to recognize additional funding and increasing funding over the term of the contract in an amount not to exceed \$264,781 for the period beginning July 1, 2023 through June 30, 2024, and not exceeding the total four-year contract amount of \$924,917 for the period of July 1, 2020 through June 30, 2024, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained. Motion carried 4-0 with Chairperson Kingsley absent.

*HHS-Behavioral
Health –
North American Mental
Health Services
Contract Amendment
No. 1*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve Amendment No. 1 to the contract between the County of Inyo and North American Mental Health Services of Redding, CA, for the provision of Mental Health Tele-psychiatry services, increasing the monthly service hours from 24 to 50, and authorize the Chairperson to sign. Motion carried 4-0 with Chairperson Kingsley absent.

*HHS –
CA Department of
Aging MOU*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the Memorandum of Understanding between the County of Inyo and California Department of Aging of Sacramento, CA for the provision of Coordination of Older Americans Act Services to Residents of Planning Service Area 16 for the period of July 1, 2024 through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign the MOU, California Civil Rights Law Certification, Information Integrity and Security Statement, and Contractor Certification Clauses. Motion carried 4-0 with Chairperson Kingsley absent.

*HHS-Behavioral
Health –
Crestwood Behavioral
Health Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve Amendment No. 3 to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA, adding Psychiatric Health Facilities (PHFs) to the facilities where conservatees may be placed, and authorize the Chairperson to sign. Motion carried 4-

Amendment No. 3	0 with Chairperson Kingsley absent.
HHS – First 5 Grant Award Notification	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the Grant Award Notification (GAN) between the County and First 5 California for Small Population County Funding Augmentation services which ensures an additional \$250,590 of SPCFA funding through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 24-25 Budget and authorize the HHS Director to sign the GAN and related documents. Motion carried 4-0 with Chairperson Kingsley absent.
Sheriff – Tek84 Body Scanner Contract	<p>Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:</p> <ul style="list-style-type: none"> A) Approve and award the contract for whole body scanner and maintenance to Tek84 of Poway, CA, in an amount not exceeding \$186,872.50; B) Enter into a service and maintenance contract for the period of June 18, 2024 through June 30, 2029, contingent upon the Board's approval of future budgets; and C) Authorize the Sheriff or designee to sign any documents necessary for the contract term. <p>Motion carried 4-0 with Chairperson Kingsley absent.</p>
Sheriff – Jail Security & Camera System Contract	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve and award the contract for the Inyo County Jail Security and Camera Project to Integrated Security Controls, Inc. (ISC) of Santa Rosa, CA, in an amount not exceeding \$1,234,770, and enter into standard county contract 116 for the period of June 25, 2024 through project completion, contingent upon approval of future budgets, and authorize the Sheriff or designee to sign any documents needed for the project. Motion carried 4-0 with Chairperson Kingsley absent.
BOS – Sierra Business Council Sierra Jobs First Presentation	<p>The Board received a presentation on the Sierra Jobs First program from Sierra Business Council President Steve Frisch and Regional Coordinator Executive Director Elaine Kabala on activities performed by the Sierra Jobs First program.</p> <p>Public comment was received from Lauralynn Hundley.</p>
CAO – Comprehensive Economic Development Strategy Appendix	Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve the incorporation of the County of Inyo Project List as an appendix to the regional Comprehensive Economic Development Strategy (CEDS). Motion carried 4-0 with Chairperson Kingsley absent.
Water Department – LADWP LORP Project Contract Amendment No. 2	Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Amendment No. 2 to the "Agreement Between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project" and authorize the County Administrative Officer to sign. Motion carried 4-0 with Chairperson Kingsley absent.
Water Department – FY 24-25 LORP Work Plan, Budget, & Schedule	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to adopt the 2024-25 Fiscal Year Lower Owens River Project Work Plan, Budget, and Schedule. Motion carried 4-0 with Chairperson Kingsley absent.
Public Comment	Vice Chairperson Marcellin asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.
Board Member & Staff Reports	<p>Supervisor Griffiths said he attended a California State Association of Counties meeting about Artificial Intelligence and will be heading to Sacramento today to testify on SB 1032.</p> <p>Supervisor Marcellin said he attended meetings with the Bishop Tribal Council, the Local Agency Formation Commission, and constituents and attended the grand opening ceremony for the Salvation Army Community Service Center.</p> <p>CAO Greenberg said he will attend a ribbon-cutting ceremony on Friday for the newly installed adaptive kayak boat launch at Buckley Ponds.</p>

Memorial Adjournment The Vice Chairperson adjourned the meeting in memory of Bobby Tanner, at 11:41 a.m. to 8:30 a.m. Tuesday, July 9, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

Attest: NATE GREENBERG
Clerk of the Board

by: _____
Darcy Ellis, Assistant

DRAFT



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

July 9, 2024

Reference ID:
2024-504

Bishop Rural Fire Protection District Board of Commissioners Appointment

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Assistant Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Reappoint Dr. Aaron Steinwand to a four-year term on the Bishop Rural Fire Protection District Board of Commissioners ending July 1, 2028.

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board has appointing authority over the Bishop Rural Fire Protection District Board of Commissioners. In advance of one of the current terms expiring on July 1, a Notice of Vacancy was published according to your Board policy. One response was received - from Dr. Aaron Steinwand requesting reappointment.

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:

Your Board can decline to make the appointment and direct staff to reopen the recruitment process.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Letter of Interest - Aaron Steinwand - BRFPD
2. Notice of Vacancy - BRFPD

APPROVALS:

Darcy Ellis	Created/Initiated - 6/21/2024
Darcy Ellis	Final Approval - 6/21/2024

Aaron Steinwand, Ph.D.
3105 S. Tumbleweed Rd.
Bishop, CA 93514
alsteinwand3105@gmail.com
(760) 920-9578

June 11, 2024

Clerk of the Board of Supervisors
P.O. Drawer N
Independence, CA 93526

Dear Ms. Ellis,

Please accept this application for a second term on the Bishop Rural Fire Protection District Board of Directors. I have been a resident of the District for 25 years and would welcome this opportunity to continue to serve the community.

During the last four years, the Rural District has obtained two new fire apparatus, added ambulance services, participated in the transition to a new provider of emergency medical services, and hired a new Fire Chief. In all these activities, the District Board has cooperated closely with the Bishop City Council and staff. Previously, I served as a volunteer with the Bishop Fire Department (BFD) for 15 years, and the combination of fire service experience and administrative skills acquired in my professional career have proven useful to the District in fulfilling these duties.

The BFD is staffed with capable and dedicated officers and volunteers that represent the best values of our community. Staffing, apparatus purchases, and building improvements are foreseeable challenges that will need to be addressed by the District. I wish to continue to serve to ensure that the District and BFD have the necessary infrastructure and equipment to protect our community and support the excellent service provided by the Bishop firefighters.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Aaron S', with a horizontal line drawn underneath it.

Aaron Steinwand, Ph.D.

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 8th,
In the year of 2024

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

Dated at Bishop, California, on this
10th Day of June, 2024



Signature

This space is for County Clerk's Filing Stamp

RECEIVED

JUN 12 2024

Inyo County Administrator
Clerk of the Board

Proof of Publication of Public Notice

**NOTICE OF VACANCY
BISHOP RURAL FIRE
PROTECTION DISTRICT**
NOTICE IS HEREBY GIVEN
that the Inyo County Board of
Supervisors is accepting letters
of interest to fill one (1) va-
cancy on the Bishop Rural Fire
Protection District Board of Di-
rectors: an unexpired four-year
term ending July 1, 2028.
If you are interested in filling
the remainder of this term,
please submit your request for
appointment to the Clerk of the
Board of Supervisors at P.O.
Drawer N, Independence, CA
93526 or dellis@inyocounty.us.
In order for your request for ap-
pointment to be considered, it
must be received on or before
Tuesday, June 18 at 5:00 p.m.
(IR 06.08, 2024 #21874)



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

July 9, 2024

Reference ID:
2024-505

Inyo County Fish & Wildlife Commission Appointments

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Assistant Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Reappoint Mr. Doug Brown and Mr. Steve Ivey each to unexpired four-year terms on the Inyo County Fish & Wildlife Commission ending October 6, 2027.

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board has appointing authority over the Inyo County Fish & Wildlife Commission. Two terms expired in October. The vacancies were advertised per your Board's policy and two requests were received: one from Mr. Doug Brown and one from Mr. Steve Ivey, both requesting reappointment.

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:

Decline to appoint one or both applicants and direct staff to restart recruitment efforts.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Letter of Interest - Steve Ivey - F&W

2. Letter of Interest - Doug Brown - F&W

APPROVALS:

Darcy Ellis	Created/Initiated - 6/21/2024
Darcy Ellis	Final Approval - 6/21/2024

Steve Ivey
255 No. Washington Street
Independence, CA 93526

RECEIVED

APR 12 2024

Inyo County Administrator
Clerk of the Board

April 12, 2024

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93526

Ladies and Gentlemen:

Please accept my request for reappointment to the Inyo Fish and Wildlife Commission. As a current member of the Commission I have had the pleasure of making recommendations to the Board of Supervisors on the use of Fish and Game Fine funds that have and will preserve and protect the wildlife resources of the County for the benefit of our residents and visitors alike.

I would like to continue to serve and respectfully request reappointment to complete my current unexpired four-year term ending October 6, 2027. Your consideration of my request is gratefully appreciated.

Sincerely,

Steve Ivey

Steve Ivey (es)

Doug Brown
325 Rossi Hill Road
Bishop, CA 93514

April 12, 2024

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93526

RECEIVED

APR 12 2024

Inyo County Administrator
Clerk of the Board



Ladies and Gentlemen:

Please accept my request for reappointment to the Inyo Fish and Wildlife Commission. As a current member of the Commission I have had the pleasure of making recommendations to the Board of Supervisors on the use of Fish and Game Fine funds that have and will preserve and protect the wildlife resources of the County for the benefit of our residents and visitors alike.

I would like to continue to serve and respectfully request reappointment to complete the remainder of my unexpired four-year term ending October 6, 2027. Your consideration of my request is gratefully appreciated.

Sincerely,

Doug Brown

Doug Brown



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

July 9, 2024

Reference ID:
2024-530

Temporary Delegation of VSO Authority and Duties County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

CAO Greenberg

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Approve and authorize the Chairperson and/or staff to take action necessary to temporarily delegate the authority and duties of the Inyo County Veterans Service Officer to the Kern County Veterans Service Officer.

BACKGROUND / SUMMARY / JUSTIFICATION:

It has recently become necessary to temporarily utilize the services of the Kern County Veterans Service Officer. CalVet requires a letter of delegation before it will allow Kern County VSO Jose Lopez to serve Inyo County's veterans. This agenda item requests that the Board direct staff to take all actions necessary to temporary delegate the authorities and duties of the Inyo VSO to the Kern VSO, immediately until your Board or the County Administrative Officer rescinds the delegation in writing.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	056600
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
There is no fiscal impact associated with this item. It merely allows Kern County to serve our veterans.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decline to approve the temporary delegation. This is not recommended, however, as the current staff capacity in Administration is lacking to provide the level of service our veterans deserve.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:**APPROVALS:**

Darcy Ellis	Created/Initiated - 7/2/2024
John Vallejo	Approved - 7/2/2024
Nate Greenberg	Final Approval - 7/2/2024



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

July 9, 2024

Reference ID:
2024-513

Memorandum of Understanding between the Lone Pine Paiute-Shoshone Reservation and Inyo County for Mosquito Abatement Services

County Administrator & Agricultural Commissioner - OVMAP

ACTION REQUIRED

ITEM SUBMITTED BY

Nathan Reade, Ag Commissioner

ITEM PRESENTED BY

Nathan Reade, Ag Commissioner

RECOMMENDED ACTION:

Approve the Memorandum of Understanding between the Lone Pine Paiute-Shoshone Reservation and Inyo County for the purpose of mosquito abatement services on the Reservation, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Over the last year, Inyo County has been in conversation with the Lone Pine Paiute Shoshone Reservation with regard to providing mosquito abatement services on the Reservation using standard treatment methods. These proposed services not only benefit the residents of the Reservation, but also the surrounding community of Lone Pine due to point sources for mosquitoes. This item presents a formal Memorandum of Understanding with respect to that program for consideration by the Board of Supervisors. Please note that the County was unable to include standard indemnification language in the MOU due to the Lone Pine Paiute-Shoshone Tribe's sovereign status.

FISCAL IMPACT:

There is no financial impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not support this Memorandum of Understanding (MOU), or direct staff to modify the terms and conditions of that MOU.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Lone Pine Paiute-Shoshone Reservation

ATTACHMENTS:

1. Inyo County - LPPSR Mosquito Abatement Service MOU

APPROVALS:

Darcy Ellis	Created/Initiated - 6/29/2024
Nathan Reade	Approved - 7/1/2024
Darcy Ellis	Approved - 7/2/2024
John Vallejo	Approved - 7/2/2024
Amy Shepherd	Approved - 7/2/2024
Nate Greenberg	Final Approval - 7/2/2024

Memorandum of Understanding (MOU)
Between the County of Inyo and the Lone Pine Paiute-Shoshone Reservation
Concerning Mosquito Abatement Services On Reservation Lands

WHEREAS, the County of Inyo ("County"), through the establishment of the Mosquito Abatement Assessment District (the "District"), provides a Mosquito Abatement Program within the Owens Valley in order to enhance public health and comfort through provision of safe, effective and economical mosquito control in the Owens Valley using methods employed throughout the state by other programs aimed at protecting public health through vector control; and

WHEREAS, in carrying out the Mosquito Abatement Program, Inyo County is regulated by the California Department of Public Health and certified pursuant to Health and Safety Code section 106925; and

WHEREAS, Pursuant to Health and Safety Code section 2040 Inyo County is able to undertake mosquito abatement activities on lands affecting the Mosquito Abatement District boundaries; and

WHEREAS, the Lone Pine Paiute-Shoshone Reservation ("LPPS Reservation") lands are contiguous with the boundaries of the District and mosquitoes from LPPS Reservations lands affect lands within the District; and

WHEREAS, the LPPS Reservation and Inyo County intend by this MOU to authorize Inyo County to carry out Mosquito Abatement activities on and about LPPS Reservation lands in compliance with any and all applicable regulations of outside agencies, for the mutual benefit of the LPPS Reservation and Inyo County.

NOW, THEREFORE, the County and the LPPS Reservation hereby agree as follows:

1. The LPPS Reservation hereby grants to Inyo County permission for Inyo County to access LPPS Reservation lands in order to perform Mosquito Abatement Program activities.
2. The LPPS Reservation will obtain and maintain any permit, including an NPDES permit, required to authorize Inyo County's Mosquito Abatement Program activities on LPPS Reservation lands. Inyo County will provide any data required that it has reasonable access to for the LPPS Reservation to conduct the required annual reporting to EPA for maintaining NPDES permit.
3. The LPPS Reservation agrees to undertake reasonable efforts to obtain, and to assist Inyo County in obtaining, grant funding to help offset any costs incurred by Inyo County in conducting Mosquito Abatement Program activities on LPPS Reservation lands.

4. Inyo County, as it deems necessary and appropriate in its sole discretion, will perform Mosquito Abatement Program activities within the LPPS Reservation lands. Inyo County's Mosquito Abatement Program activities on LPPS Reservation lands will include those referenced in the document entitled "Integrated Pest Management Strategies for the Control of Mosquitoes in the Owens Valley", as may be updated from time to time, and is incorporated herein by reference. Inyo County and LPPS Reservation agree to work together in good faith to explore and implement abatement strategies on LPPS Reservation lands that are environmentally sustainable and reduce potential adverse health impacts.
5. Inyo County will provide notice to the LPPS Reservation of any adulticide applications at least 24 hours prior to said application on LPPS Reservation lands by 1) providing written notice to the LPPS Reservation's designated contact listed under paragraph No. 8, below, and 2) providing written and/or telephonic notice to the LPPS Reservation's Environmental Department - Mel Joseph, Environmental Director: mel.joseph@lppsr.org, 760-876-4690. Additionally, Inyo County will provide notice to the LPPS Reservation of any adulticide applications in a manner consistent with Inyo County's past practices via issuance of a press release and distributing the press release to media outlets. Inyo County will not to apply any pesticides on LPPS Reservation residences that have opted out of pesticide applications in their area, provided that the LPPS Reservation gives reasonable notice of said opt-out residences to the County prior to the application of any pesticide.
6. LPPS Reservation and Inyo County will endeavor to meet annually in March in order to discuss Inyo County's expected Mosquito Abatement Program activities for the upcoming mosquito season, to establish a list of LPPS Reservation residences, if any, that would like to opt out of pesticide applications in their area, and to consult on any other relevant item regarding the Mosquito Abatement Program on LPPS Reservation lands.
7. Generally, there will be no cost for Inyo County's Mosquito Abatement Program activities conducted pursuant to this MOU because those activities provide a mutual benefit to both parties to this MOU. However, in the event of an emergency, such as a disease outbreak, high runoff, flooding, and other such situations exacerbating mosquito activities within LPPS Reservation lands that require a higher level of Mosquito Abatement Program activities than typically provided, the LPPS Reservation agrees to negotiate in good faith with Inyo County to offset the reasonable amount of increased costs to Inyo County in providing the increased level of Mosquito Abatement Program activities pursuant to this MOU.

8. This MOU shall be administered on behalf of the LPPS Reservation and the County by the following persons, to whom any notices or correspondence concerning the MOU shall be directed. If either party changes its designated person, it shall immediately advise of the change to the other party:

LPPS Reservation: Thomas Swab, Jr., Tribal Chairman chair@lppsr.org 760-876-1034	Inyo County: Nathan Reade, Agricultural Commissioner nreade@inyocounty.us 760-873-7846
---	--

9. This MOU shall take effect when it is duly signed by authorized representatives of the LPPS Reservation and the County. It shall remain in effect until terminated by the LPPS Reservation or the County, which either may do, without cause or legal excuse, and without incurring any liability to the other party, by giving the other party 30 days' written notice of its intent to terminate the MOU:
10. Nothing in this MOU will be construed as a waiver of sovereign immunity by the LPPS Reservation.

COUNTY OF INYO

By: _____

Signature

Type or Print Name

Dated: _____

CONTRACTOR

By: _____

Signature

THOMAS SWAB, JR - CHAIRMAN

Type or Print Name

Dated: 7.2.24

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz

County Counsel

Legal Counsel



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

July 9, 2024

Reference ID:
2024-237

Approval of "County Facility Animal Policy"

County Administrator - Risk Management

ACTION REQUIRED

ITEM SUBMITTED BY

Aaron Holmberg, Risk Manager

ITEM PRESENTED BY

Aaron Holmberg, Risk Manager

RECOMMENDED ACTION:

Approve the "County Facility Animal Policy."

BACKGROUND / SUMMARY / JUSTIFICATION:

As part of the continuing improvement of employee safety, we have observed a potential exposure and risk to our employees and people coming into our facilities for service. Staff recommends your Board approve a formal policy allowing service animals that are leashed and/or under the direct control of the owner, and otherwise prohibiting pets. Attached to this agenda item is a sign setting forth the policy that we intend to post as deemed appropriate.

Having this policy will help avoid the risk of the inconsistent application of an unwritten animal standard. Having this policy will also assist staff in knowing what to do when they see an animal in the building. This policy puts into writing the policy that has been unstated but more or less the rule for many years in most departments. Application of the policy will assist in compliance with the law and will help our employees better provide service and understand the needs of persons who require an animal for service or support.

FISCAL IMPACT:

not applicable

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this policy. Changing the language is not advised because the language has been carefully and narrowly crafted within the law. As this policy is needed to help ensure a safer work environment and a safer place for taxpayers coming for service, inaction is not advised.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Health and Human Services, Personnel, County Counsel

ATTACHMENTS:

1. County Facility Animal Policy Signage

APPROVALS:

Aaron Holmberg	Created/Initiated - 6/19/2024
Darcy Ellis	Approved - 6/19/2024
Aaron Holmberg	Approved - 6/24/2024
Keri Oney	Approved - 6/24/2024
John Vallejo	Approved - 6/27/2024
Amy Shepherd	Approved - 6/27/2024
Nate Greenberg	Final Approval - 6/29/2024

ANIMAL POLICY

Service and support animals are welcome.

Animals must be leashed or under the direct physical control of the handler at all times. NO PETS ALLOWED.

No animal may roam free, act in a threatening manner, or engage with persons who are not the handler. Handlers who allow their animal to violate this policy will be asked to remove their animal from the building.



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

July 9, 2024

Reference ID:
2024-514

Inyo County Health Officer Contract Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health Anna Scott, Health & Human Services Director & Prevention

ITEM PRESENTED BY

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and James Richardson, MD of Bishop, CA for the provision of Health Officer services in an amount not to exceed \$205,000 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Dr. James A. Richardson has served his current term as Inyo County Health Officer since December 2016. During this time, he has been responsible for all Health Officer duties mandated by the California Health and Safety Code and other California regulations, including, but not limited to: oversight of communicable disease issues, reporting and prevention; enforcement of local orders and ordinances pertaining to public health; declaration and/or provision of leadership during a local health emergency/disaster preparedness for those situations in which a local public Health Officer may declare a local health emergency; and ensuring that immunizations are available to the public. Dr. Richardson also serves as the Corrections Medical Director, as required by CA Code of Regulations Title 15, which is separate from, and in addition to, his Health Officer duties. As the Corrections Medical Director, Dr. Richardson provides health services to the Inyo County Jail and Juvenile Center (when in use), including 24/7 availability to correctional and on-call nursing staff.

FISCAL IMPACT:

Funding Source	Non-General Fund and Grant Funded (Health Realignment, Disaster grants, and ELC#2)	Budget Unit	045100 and 610390
Budgeted?	Yes	Object Code	5001-5043
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Up to \$205,000			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If this agreement is not approved, Inyo County would not be meeting the requirement of having a Health Officer.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Health Officer Contract

APPROVALS:

Darcy Ellis	Created/Initiated - 6/25/2024
Darcy Ellis	Approved - 6/25/2024
Melissa Best-Baker	Approved - 6/28/2024
Anna Scott	Approved - 6/28/2024
Keri Oney	Approved - 6/28/2024
Christian Milovich	Approved - 6/28/2024
John Vallejo	Approved - 6/28/2024
Amy Shepherd	Approved - 6/28/2024
Nate Greenberg	Final Approval - 6/28/2024

AGREEMENT BETWEEN COUNTY OF INYO
AND James Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

INTRODUCTION

WHEREAS, James Richardson, MD (hereinafter referred to as "Officer") has been duly appointed as Health Officer for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer 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 Officer to perform under this Agreement will be made by Stephanie Tanksley, whose title is: HHS Deputy Director. Requests to the Officer 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 Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer 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 Officer 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, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from July 1, 2024 to June 30, 2025, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Officer 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 Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to Stephanie Tanksley, title HHS Deputy Director. 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 Officer 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 Officer without the prior approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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, Officer 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. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed 205,000 dollars (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, including overtime, travel or per diem, which is in excess of the contract limit.

E. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

4. WORK SCHEDULE.

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of all services and work which is necessary.

5. PRE-EMPLOYMENT PHYSICAL.

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer 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 Officer at no expense to the County. Officer will provide County, at County's request, 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 Officer 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.

7. SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

B. Products of Officer's Work and Services. Any and all compositions, publications, plans, designs, 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, Officer'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, Officer will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation insurance coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Health Officer of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

11. DEFENSE AND INDEMNIFICATION.

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

12. TERMINATION.

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer fourteen (14) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate the County.

13. ASSIGNMENT.

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

14. DEFAULT.

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days

15. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

16. CONFIDENTIALITY.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such

confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor 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.

17. CONFLICTS.

Officer agrees that he 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. Officer agrees to complete and file a conflict of interest statement.

18. POST AGREEMENT COVENANT.

Officer 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, Officer agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, 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, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

19. FUNDING LIMITATION.

The ability of the County to enter into 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 terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

20. 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.

21. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Officer or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail to the respective parties as follows:

County of Inyo

Health & Human Services	Department
1360 N Main St,	Street
Bishop, CA	City and State

Officer:

James Richardson, MD	Name
307 Academy Ave	Street
Bishop, CA	City and State

22. 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.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND James Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

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

COUNTY OF INYO

OFFICER

By: _____

By: James Richardson
James Richardson (Jun 7, 2024 10:18 PDT)

Dated: _____

Dated: Jun 7, 2024

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich
Christian E. Milovich (Jun 6, 2024 12:37 PDT)
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Director of Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND James Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: July 1, 2024 **TO:** June 30, 2025

SCOPE OF WORK:

Shall provide clinical oversight of licensed public health staff, contractors and support public health activities to ensure the effectiveness of community health services including, but not limited to: communicable disease control, maternal and child health services, Children's Medical Services, tuberculosis control, HIV case management, emergency services and disaster planning, laboratory services, and environmental health. In addition, contractor shall conduct assessments and report on the health status of the community, using multiple epidemiological survey and statistical methods, and provide consultation to public health staff on public health planning.

Shall provide medical services to the Inyo County Jail and Juvenile Facility, including: on-site health care every Tuesday morning (or an agreed upon day) during inmate sick call at the jail, located in Independence; 24/7 consultation availability via telephone with the facility nurse or on-call nurse in the jail and juvenile facility, including weekends and holidays; and consultation with public health nurse to confirm medical clearance of juveniles to the weekend-only juvenile facility.

Shall, as a member of the public health disaster planning team, provide consultation and contribute to the development of emergency preparedness plans, exercises and drills, protocols and after-action reports, as appropriate. May, in consultation with Health & Human Services Administration, provide communication of public health issues by releasing public health bulletins and answering media inquiries. May provide liaison services between the Inyo County HHS Public Health programs and California Conference of Local Health Officers (CCLHO), including, but not limited to, participation in some CCLHO meetings and monitoring and tracking verbal and written communications and shall act as a liaison between Inyo County HHS Public Health programs and the CA Department of Public Health, as applicable. Shall participate in Regional Public Health Office meetings as designated by the HHS Deputy Director of Public Health and Prevention.

Such duties shall include sixteen (16) hours per week of direct service, which may include attending periodic appropriate local inter-agency meetings as defined by the HHS Director or Deputy Director, Must provide twenty-four hours, seven days per week (24/7) availability to the Inyo County Health and Human Services (HHS) Director, HHS Deputy Director- Public Health & Prevention, or their designees

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND James Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: July 1, 2024

TO: June 30, 2025

SCHEDULE OF FEES:

County shall agree to pay a flat rate of \$7884.61 per pay period, not to exceed \$205,000 per year.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND James Richardson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: July 1, 2024 **TO:** June 30, 2025

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Health Officer for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Health Officer will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.
3. Mileage and meal per diem reimbursement is authorized only in conjunction with travel that is preauthorized by the Assistant HHS Director or the HHS Deputy Director of Public Health and Prevention.












Health Officer Contract

Final Audit Report

2024-06-07

Created:	2024-06-06
By:	Ralph Cataldo (rcataldo@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkT8EuIEX_4chEbth5AbS_QFYra7gQN0a

"Health Officer Contract" History

-  Document created by Ralph Cataldo (rcataldo@inyocounty.us)
2024-06-06 - 6:09:33 PM GMT
-  Document emailed to lyska22@aol.com for signature
2024-06-06 - 6:12:08 PM GMT
-  Document emailed to Amy Shepherd (ashepherd@inyocounty.us) for signature
2024-06-06 - 6:12:08 PM GMT
-  Document emailed to Keri Oney (koney@inyocounty.us) for signature
2024-06-06 - 6:12:08 PM GMT
-  Document emailed to Christian Milovich (cmilovich@inyocounty.us) for signature
2024-06-06 - 6:12:08 PM GMT
-  Email viewed by Keri Oney (koney@inyocounty.us)
2024-06-06 - 7:15:27 PM GMT
-  Document e-signed by Keri Oney (koney@inyocounty.us)
Signature Date: 2024-06-06 - 7:17:03 PM GMT - Time Source: server
-  Email viewed by Christian Milovich (cmilovich@inyocounty.us)
2024-06-06 - 7:35:37 PM GMT
-  Signer Christian Milovich (cmilovich@inyocounty.us) entered name at signing as Christian E. Milovich
2024-06-06 - 7:37:13 PM GMT
-  Document e-signed by Christian E. Milovich (cmilovich@inyocounty.us)
Signature Date: 2024-06-06 - 7:37:15 PM GMT - Time Source: server
-  Email viewed by Amy Shepherd (ashepherd@inyocounty.us)
2024-06-07 - 0:12:53 AM GMT





Document e-signed by Amy Shepherd (ashepherd@inyocounty.us)

Signature Date: 2024-06-07 - 0:14:09 AM GMT - Time Source: server



Email viewed by lyska22@aol.com

2024-06-07 - 4:25:38 PM GMT



Signer lyska22@aol.com entered name at signing as James Richardson

2024-06-07 - 5:18:48 PM GMT



Document e-signed by James Richardson (lyska22@aol.com)

Signature Date: 2024-06-07 - 5:18:50 PM GMT - Time Source: server



Agreement completed.

2024-06-07 - 5:18:50 PM GMT



COUNTY OF INYO
CALIFORNIA

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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

July 9, 2024

Reference ID:
2024-393

Eastern Sierra Area Agency on Aging Contract with Mon Ami

Health & Human Services - ESAAA

ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

Morningstar Willis-Wagoner, Deputy Director, Public Assistance and Aging

RECOMMENDED ACTION:

- A) Declare Mon Ami of Palo Alto, CA a sole-source provider of the customized Eastern Sierra Area Agency on Aging operating system for aging and disability services reporting;
- B) Ratify and approve the agreement between the County of Inyo and Mon Ami of Palo Alto, CA for the provision of customized Eastern Sierra Area Agency on Aging operating system for aging and disability services reporting in an amount not to exceed \$39,000 per year and a total of \$117,000.00 for the period of July 1, 2024 to June 30, 2027, and a one time implementation fee of \$1,500; contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Health and Human Services (HHS), Public Assistance and Aging Division is responsible for administering the following programs through the Eastern Sierra Area Agency on Aging (ESAAA): Congregate and home delivered meals, Information & Referral, Legal Services, Family Caregiver Services, LTC Ombudsman, and Telephone Reassurance. In an effort to meet mandated performance standards, HHS must have a reliable system to effectively monitor various activities and collect data related to the administration of the programs and manage workload activities and productivity.

Mon Ami specializes in providing comprehensive software solutions for public entities serving older adults and adults with disabilities. The company's interfaces are purpose-built for aging and disability services like care coordination, evidence-based programs, meals, and social support. The Mon Ami licensing agreement provides access to services such as: Client/Volunteer Database, Information & Referral, Case Management, Provider Portal & Billing, Service Reporting, Evidence-Based Programs/Events Management, Volunteer Management, and Telephone Reassurance. The reports received from Mon Ami will provide HHS with the necessary tools to enhance overall performance in order to meet mandated program requirements and improve service delivery and accuracy of services provided to eligible residents of Inyo County.

HHS is requesting a sole-source contract as Mon Ami is the only vendor currently providing these analytical services for aging and disability services through a proprietary software program. Mon Ami is currently partnering with 12 other providers across California to provide performance management

design and analytical services and is compatible with California's Aging Reporting System (CARS) and the Online Sata Reporting Tool used by the state, ensuring consistency of the performance outcome data the ESAAA program must track and report to the state.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Aging)	Budget Unit	683000
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Up to \$39,000 per year and a total of \$117,000.00 for the period of July 1, 2024 to June 30, 2027.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this request. This is not recommended as doing so would result in HHS losing access to the robust analytical reports needed to effectively monitor performance and outcomes regarding aging and disability services and other program mandates, which HHS are unable to generate independently of the individual program systems.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Eastern Sierra AAA - Mon Ami Service Agreement

APPROVALS:

Tyler Davis	Created/Initiated - 5/21/2024
Darcy Ellis	Approved - 5/21/2024
Tyler Davis	Approved - 6/6/2024
Anna Scott	Approved - 6/11/2024
Melissa Best-Baker	Approved - 6/11/2024
Gina Ellis	Approved - 6/11/2024
Christian Milovich	Approved - 7/1/2024
John Vallejo	Approved - 7/1/2024
Amy Shepherd	Approved - 7/1/2024
Nate Greenberg	Final Approval - 7/2/2024



ORDER NO. 1

This Order Form No. 1 (this “**Order Form**”) is entered into effective as of June 3rd, 2024 (“**Order Form Effective Date**”) by between Mon Ami, Inc. (“**Company**”) and Eastern Sierra Area Agency on Aging (“**Customer**”), and is entered into under and forms part of the Service Agreement between Company and Customer dated (the “**Agreement**”). Capitalized terms not defined in this Order Form have the meanings given in the Agreement. The parties agree as follows:

Customer Contact:	Anna Scott (ascott@invocounty.us) Gina Ellis (gellis@invocounty.us)
Billing Contact	
Order Form Effective Date:	June 3, 2024
Services Start Date:	July 1, 2024
Initial Service Term:	3 year(s) from the Services Start Date

1. Services; Fees

Company Product	Product Description	Invoice Frequency	Fee Amount (in USD)
Mon Ami software-as-a-service (SaaS)	Including the modules: <ul style="list-style-type: none">- Client/Volunteer Database- Information & Referral- Case Management- Provider Portal & Billing- Service Reporting- Evidence-Based Programs/Events Management- Volunteer Management- Telephone Reassurance	Invoiced annually upon Order Form Effective Date	\$39,000/year
Implementation - Professional Services	Implementation, configuration, and training	Invoiced one-time upon Order Form Effective Date	\$1,500 one-time

Company will provide Customer with its online software-as-a-service products and services on a subscription basis for the Subscription Term (defined below).

2. Subscription Term

This Order Form shall commence and continue in effect during the Initial Service Term identified above, unless earlier terminated in accordance with the Agreement, and thereafter shall be automatically renewed for additional periods of one (1) year (collectively, the “**Subscription Term**”), unless either party requests termination in writing at least sixty (60) days prior to the end of the then-current term.

3. Additional Terms

This Order Form and the Agreement are the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties, written or oral, with respect to the same. No waiver, alteration or modification of the provisions of this Order Form will be valid unless made in writing, which refers explicitly to this Order Form and is signed by an authorized representative of each party. Any pre-printed forms, purchase orders, invoices or acknowledgements issued by Customer are for convenience only, and any terms and conditions stated therein shall have no force or effect.

[SIGNATURE PAGE FOLLOWS]

This Service Agreement (this “**Agreement**”) and this Order Form are entered into by and between the customer identified in the signature block below (“**Customer**”) and Mon Ami, Inc. (“**Company**”) (Customer and Company each, a “**party**” and collectively, the “**parties**”), effective as of _____ (“**Effective Date**”), and sets forth the terms and conditions under which Customer may subscribe to certain products and services of Company as set forth in one or more order forms or other ordering documents executed by the parties that reference this Agreement (each, an “**Order Form**”).

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

CUSTOMER: Eastern Sierra Area Agency on Aging Address: [REDACTED]		COMPANY: Mon Ami Address: 614 Everett Ave Palo Alto, CA 94301
Signature	Signature	Signature
Name	Name	Name
Title	Title	Title
Date Signed	Date Signed	Date Signed
Email:	Email:	Email:

SERVICE AGREEMENT

1. COMPANY PRODUCTS AND SERVICES

1.1. Provision of Products and Services. Subject to the terms and conditions of this Agreement, Company will provide Customer with the online software-as-a-service products and services on a subscription basis for the Subscription Term (defined below), and such other products and services, as set forth on an applicable Order Form (collectively, "**Company Product(s)**"). Company Products include Company Software (as defined below). Each Order Form will be incorporated into, and is fully governed by, this Agreement upon execution of the Order Form by both parties. In the event of any conflict or inconsistency between this Agreement and an Order Form, this Agreement shall control.

1.2. Access to Products. Customer may access and use Company Products on a non-exclusive and non-transferrable basis, solely for its internal business purposes, and only in accordance with the terms and conditions of this Agreement, the applicable Order Form, and any end user technical documentation provided by Company for such Company Products ("**Documentation**"). To the extent Company provides Customer with any downloadable software, agents, SDKs, APIs, or other code in connection with the Company Products ("**Company Software**"), Company grants to Customer a non-exclusive, non-transferable, non-sublicensable, limited right and license to use the Company Software during the applicable Subscription Term solely as reasonably necessary for Customer's use of the Company Products in accordance with this Agreement. For clarity, except for Company Software, Company's software products are provided on a remote, software-as-a-service basis only.

1.3. Permitted Users. Customer may permit its employees, agents, independent contractors and consultants to use the Company Products on its behalf ("**Permitted Users**"), provided Customer remains responsible for the acts and omissions of each such Permitted User. Use of the Company Products by Customer in the aggregate must be within the restrictions set forth in the applicable Order Form (if any). If Customer is given passwords to access Company Products on Company's systems, Customer shall require that all Permitted Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be responsible for any and all actions taken using Customer's accounts and passwords.

1.4. Use by Affiliates. Each of Customer's Affiliates (defined below) identified on an Order Form will be entitled to access and use the applicable Company Products in accordance with this Agreement and the applicable Order Form; provided that Customer shall remain responsible to Company for the actions and omissions of each such Affiliate (and each of such Affiliate's Permitted Users). The terms of this Agreement will govern, and will be incorporated by reference in, each such Order Form as if this Agreement were separately executed by the applicable Customer Affiliate, and the term "Customer" as used in this Agreement will be deemed as applying to such Customer Affiliate for the purposes of such Order Form. "**Affiliate**" means an entity

that, directly or indirectly, controls, is controlled by, or is under common control with a party. As used herein, "control" means the power to direct the management or affairs of an entity or the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.

1.5. General Restrictions. Customer shall not, and shall not allow any third party (including any Permitted User) to: (a) sell, rent, lease or use any Company Product for time sharing purposes; (b) use any Company Product to help develop, or help provide to any third party, any product or service similar to or competitive with any Company Product; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of any Company Product; (d) copy, modify or create derivative works from any Company Product or any Documentation; (e) remove or obscure any copyright or proprietary or other notice contained in any Company Product or Documentation; (f) propagate any virus, Trojan horse, or other malware or programming routine intended to damage any system or data; (g) access or use any Company Products in a manner intended to circumvent or exceed service account limitations or requirements; (h) use any Company Products in a manner that violates any applicable law, regulation, or legal requirement or obligation; (i) use any Company Products in violation of any third-party rights of privacy or intellectual property rights; (j) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark any Company Products; (k) post, upload, transmit or provide any Customer Data that Company reasonably deems to be unlawful, harmful, abusive or otherwise objectionable; or (l) use the Company Products except as expressly permitted by this Agreement.

2. CUSTOMER OBLIGATIONS; CUSTOMER DATA

2.1. Generally. "**Customer Data**" means information, data, and other content, in any form or medium, that is downloaded, or otherwise received, directly or indirectly (including via a third-party provider), from Customer (including from a Permitted User on Customer's behalf) by or through the Company Products, or provided by Customer to Company to input into the Company Products. Customer represents and warrants to Company that Customer's use of Company Products and all Customer Data is and will be at all times compliant with Customer's privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data (including Personal Data (as defined in the DPA)). Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants to Company that Customer has sufficient rights in the Customer Data to grant the rights granted to Company in Section 2.2 below and that the Customer Data does not infringe or otherwise violate the rights of any third party.

2.2. Rights in Customer Data. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer

Data. Customer hereby grants to Company a non-exclusive, worldwide, irrevocable, transferable, sublicensable (through multiple tiers), fully paid-up, royalty-free right and license to use, copy store, transmit, modify, and display the Customer Data in order to: (a) provide the Company Products to Customer; and (b) perform such other actions as authorized or instructed by Customer in writing (email to suffice).

2.3. De-identified Data. Company may create and use de-identified data related to Customer's use of the Company Products in order to improve Company's products and services, to develop new products and services, and for its other business purposes (and such de-identified data will be owned by Company).

2.4. Third Party Application Service Providers. Customer may be able to access and use certain optional third-party services or products (e.g., a third-party service that integrates with Company via opt-in, or uses Company's APIs) through or with its use of the Company Products ("**Third-Party Services**"). Customer is under no obligation to use any Third-Party Services. IF CUSTOMER USES ANY THIRD-PARTY SERVICES, COMPANY WILL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY PROVIDER OF SUCH THIRD-PARTY SERVICES. COMPANY DOES NOT WARRANT OR PROVIDE DIRECT SUPPORT FOR ANY THIRD-PARTY SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE ACTS OR OMISSIONS OF ANY PERMITTED USERS IN CONNECTION WITH ANY THIRD-PARTY SERVICES.

3. OWNERSHIP

3.1. Ownership. Customer acknowledges that no intellectual property rights are assigned or transferred to Customer hereunder. Customer is obtaining only a limited right to access and use the Company Products set forth on the applicable Order Form. Customer agrees that Company or its suppliers own and retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to (a) the Company Products, Documentation, and any and all related and underlying technology, documentation, and other information and (b) any intellectual property it develops hereunder, and any derivatives thereof (individually and collectively, "**Company Technology**").

3.2. Feedback. In the event Customer provides Company with any suggestions, ideas, improvements or other feedback with respect to any aspect of the Company Products ("**Feedback**"), Company shall own such Feedback.

4. SUBSCRIPTION TERM, FEES AND PAYMENT

4.1. Subscription Term and Renewals. Unless otherwise terminated as set forth below, each Order Form will have a term as set forth therein (the "**Initial Term**"). Thereafter, each Order Form will automatically renew for one (1) year (each, a "**Renewal Term**," and together with the Initial Term, the "**Subscription Term**"), unless either party provides the other party with written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current Subscription Term. If no term is stated on an Order Form, the Subscription Term for such Order Form is one (1) year.

4.2. Fees and Payment. All fees are as set forth in the applicable Order Form and shall be paid by Customer within

thirty (30) days of Customer's receipt of Company's invoice, unless otherwise specified in the applicable Order Form. Except as otherwise set forth in the applicable Order Form, all fees are due and payable in advance at the start of the applicable Subscription Term (and each renewal term). Except as expressly set forth in Section 6 or 8, all fees are non-refundable. Customer is required to pay any sales, use, value-added withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Company. Any late payments shall be subject to a service charge equal to one-and-a-half percent (1.5%) per month of the amount due or the maximum amount allowed by law, whichever is less (plus the costs of collection).

4.3. Suspension of Service. If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Company reserves the right to suspend Customer's access to the applicable Company Product without liability to Customer until such amounts are paid in full.

5. TERM AND TERMINATION

5.1. Term. This Agreement is effective as of the Effective Date and will continue in effect until terminated as set forth below.

5.2. Termination. Either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate and email notice is sufficient in the case of non-payment); (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). For clarity, termination of this Agreement will automatically terminate all Order Forms.

5.3. Effect of Termination. Upon the expiration or termination of this Agreement, (a) Customer shall immediately cease any and all use of and access to Company Products (including any and all related Company Technology) and (b) each party will return to the other party (or destroy) such other party's Confidential Information. Except as otherwise set forth herein, termination of this Agreement is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

5.4. Customer Data. At any time before or within thirty (30) days after termination or expiration of this Agreement, Customer may download Customer Data from the Company Products and/or request a complete data export, which shall be provided within thirty (30) days from the date of such request. Customer acknowledges that if Customer or a Permitted User deletes Customer Data from the Company Products, such Customer Data may still reside in Company's systems, applications, databases and servers (including, without limitation, as backups and/or archives). Customer acknowledges that the foregoing actions during any Subscription Term may have an adverse impact on Customer's use of the Company Products (and Company is not liable with respect thereto).

5.5. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.5, 2, 3, 4.2, 5, 6.2, 7, 8, 9, 11, and 13.

6. LIMITED WARRANTY; DISCLAIMER

6.1. Limited Warranty. Company warrants that it will provide the Company Products in substantial conformity with the applicable Documentation and the descriptions in the Order Form. Company's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Company's sole discretion and at no charge to Customer, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity, or if Company determines such remedies to be impracticable, to allow Customer to terminate the Subscription Term and receive as its sole remedy and Company's entire liability, a refund of any fees Customer has pre-paid for use of Company Products or related services it has not received as of the date of the warranty claim. The limited warranty set forth in this Section 6.1 shall not apply: (a) unless Customer makes a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (b) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (c) to Company Products provided on a no-charge or evaluation basis.

6.2. Warranty Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, COMPANY PRODUCTS AND ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS SUPPLIERS EACH EXPRESSLY DISCLAIM ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO EITHER PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION) AND SECTION 9 (CONFIDENTIAL INFORMATION) (WHICH IN THE CASE OF COMPANY'S OBLIGATIONS SHALL EACH BE LIMITED IN THE AGGREGATE TO TWO TIMES (2X) THE FEES PAID BY CUSTOMER TO COMPANY DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO WHEN THE CLAIM), GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT: (A) NEITHER PARTY SHALL BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, AND ANTICIPATED SAVINGS OR DATA, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE; AND (B) EACH PARTY'S AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO COMPANY DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE.

8. INDEMNIFICATION

8.1. Indemnification by Company. Company shall indemnify, defend, and hold harmless Customer from and against any claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising from the infringement of a U.S. patent, copyright,

trademark, or other intellectual property right asserted against Customer by a third party based upon Customer's use of Company Products in accordance with the terms of this Agreement, provided that Company shall have received from Customer: (a) prompt written notice of such claim (but in any event notice in sufficient time for Company to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim (as long as such settlement releases Customer from any and all liability); and (c) all reasonable necessary cooperation of Customer. If Customer's use of any Company Product is, or in Company's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Company may, in its sole and reasonable discretion: (x) substitute substantially functionally similar products or services; (y) procure for Customer the right to continue using Company Products; or if (x) and (y) are commercially impracticable, (z) terminate the Agreement and refund to Customer any unused, prepaid fees paid by Customer for the terminated period. The foregoing indemnification obligation of Company shall not apply to the extent that the alleged infringement arises from: (1) any modification of the Company Products other than by or on behalf of Company; (2) access to or use of any Company Product in combination with any hardware, system, software, network, or other products, materials or services not provided by or on behalf of Company (3) use of Company Products in breach of this Agreement; or (4) Customer Data. THIS SECTION 8.1 SETS FORTH COMPANY'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

8.2. Indemnification by Customer. Customer shall indemnify, defend, and hold harmless Company from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to (a) Customer's violation of any laws, regulations, or rights relating to Customer Data (including, without limitation, privacy laws, regulations, or rights), or Customer's breach of Section 2.1, (b) any action taken (or not taken) by Customer based upon use of a Company Product, or (c) any dispute between Customer and any other user of the Company Products. This indemnification obligation is subject to Customer receiving: (x) prompt written notice of such claim (but in any event notice in sufficient time for Customer to respond without prejudice); (y) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (z) all reasonably necessary cooperation of Company at Customer's expense.

9. CONFIDENTIAL INFORMATION

9.1. Definition. "Confidential Information" means information disclosed by one party to the other that is marked as confidential or proprietary or that ought reasonably to be understood as confidential or proprietary. All Company Technology, performance information relating to the Company Products, and the terms and conditions of this Agreement (including the fees and pricing information) shall be deemed Confidential Information of Company without any marking or further designation. Confidential Information does not include Customer Data, nor does it include information that the recipient already lawfully knew, that becomes public

through no fault of the recipient, that was independently developed by the recipient without any reference to or use of Confidential Information, or that was rightfully obtained by the recipient from a third party.

9.2. Obligations. The recipient agrees not to disclose Confidential Information except to its Affiliates, employees, contractors and agents who need to know it and have agreed in writing to keep it confidential. Only those parties may use the Confidential Information, and only to exercise the recipient's rights and fulfill its obligations under this Agreement, while using at least a reasonable degree of care to protect it. The recipient may also disclose Confidential Information to the extent required by law after providing reasonable notice to the discloser and cooperating to obtain confidential treatment. Unauthorized disclosure of Confidential Information may cause harm not compensable by damages, and the disclosing party may seek injunctive or equitable relief in a court of competent jurisdiction, without posting a bond, to protect its Confidential Information.

10. SECURITY

Company shall use reasonable physical, technical, and administrative procedures designed to protect, safeguard and help prevent loss, misuse, and unauthorized access, disclosure, alteration or destruction of Customer Data, and Company will choose these safeguards based on the sensitivity of the information that is collected, processed, and stored and the current state of applicable technology.

11. PUBLICITY

Except as otherwise agreed in writing (email to suffice), neither party may use the other party's name, logos or marks without such party's written pre-approval in each case; provided that Company may use Customer's name and logo on Company's web site and in Company promotional materials to identify Customer as a Company customer.

12. DATA PROCESSING

To the extent that Company processes any data which is defined as "personal data," "personal information," or "sensitive data" in the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") or the California Consumer Privacy Act of 2018, as amended ("CCPA") ("Personal Data"), Company shall do so in compliance with its privacy policy at <https://www.monami.io/privacy-policy>, which is incorporated herein by reference. If the Personal Data that Company processes relates to individuals who are data subjects entitled to the rights granted under GDPR, Customer agrees that Company does so as a data processor as defined in GDPR. If the Personal Data that Company processes relates to individuals who are California residents, and Customer is subject to CCPA, Customer agrees that Company does so as a service provider as defined in CCPA. The parties agree to comply with the provisions of any Data Processing Addendum (DPA) between them. In the event of any conflict between Company's privacy policy and a DPA, the DPA shall govern.

13. GENERAL TERMS

13.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that either

party may assign this Agreement without such consent in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 13.1 will be null and void.

13.2. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, or failure or diminishment of power or telecommunications or data networks or services.

13.3. Subcontractors. Company may use the services of subcontractors for performance of services under this Agreement, provided that Company remains responsible for such subcontractors' compliance with the terms of this Agreement.

13.4. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.5. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

13.6. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights, any dispute arising under this Agreement shall be finally settled in binding arbitration. The Judicial Arbitration and Mediation Service, Inc. ("JAMS") will administer the arbitration in accordance with its Comprehensive Arbitration Rules and Procedures (though to the extent JAMS' Expedited Arbitration Procedures are available, they will apply), and the arbitration will be held in Palo Alto, California. Subject to the foregoing provisions of this Section 13.6, the jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in Santa Clara County, California and both parties hereby submit to the personal jurisdiction of such courts.

13.7. Notice. Any notice or communication required or permitted under this Agreement shall be in writing to the parties at the addresses set forth as first listed above or at such other address as may be given in writing by either party to the other in accordance with this Section and shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such

notice is deposited in the mail. In addition, any legal notices to Company must be delivered to the following email address: legal@monami.io but, notwithstanding earlier receipt via email, legal notices will be deemed received when the physical notice is received as set forth in preceding sentence).

13.8. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. Purchase orders (and similar documents) issued by Customer are for administrative purposes only (e.g., setting forth products and services ordered and associated fees) and any additional or different terms or conditions contained in any such order shall not apply (even if the order is accepted, or performed on by Company).

13.9. No Third-Party Rights. There are no third-party beneficiaries to this Agreement.

13.10. Export Compliance. Each party shall comply with all applicable export and re-export control and trade and

economic sanctions laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations maintained by the U.S. State Department. Neither party, nor any of its subsidiaries or any person acting on its behalf or owning fifty percent (50%) or more of its equity securities or other equivalent voting interests, is (a) a person on the List of Specially Designated Nationals and Blocked Persons or any other list of sanctioned persons administered by OFAC or any other governmental entity, or (b) a national or resident of, or a segment of the government of, any country or territory for which the United States has embargoed goods or imposed trade sanctions.

13.11. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements and communications, relating to the subject matter of this Agreement. This Agreement may be executed electronically and in counterparts (such as via DocuSign), which counterparts taken together shall form one legal instrument. Any pre-printed terms in a Customer purchase order or similar document are null and void.



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

July 9, 2024

Reference ID:
2024-459

Appointment of Eastern Sierra Area Agency on Aging Advisory Council Member Health & Human Services - ESAAA ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

Morningstar Willis-Wagoner, Deputy Director, Public Assistance and Aging

RECOMMENDED ACTION:

Reappoint Ms. Rebecca Manross to a two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 31, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

All Area Agencies on Aging (AAA) are required by statute to have an Advisory Council. The purpose of such an Advisory Council, pursuant to Section 9402 of the Older Californians Act, is to be "a principal advocate body on behalf of older individuals within a planning and service area," and "shall provide advice and consultation on issues affecting the provision of services provided locally to older individuals." Your Board adopted bylaws in October 2012 for the new Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council with a membership of nine (9), including one Board of Supervisors member, who appointed annually. In December 2023, two (2) current member terms expired, along with two (2) unfilled vacancies. A recent recruitment resulted in the application of Rebecca Manross requesting re-appointment. Four vacancies were advertised, but only one (1) request for appointment was received and one incumbent announced she would not be applying for a new term.

The department respectfully requests your Board reappoint Rebecca Manross to the ESAAA Advisory Council. The Department will also request the Board Clerk issue a Notice of Vacancy for the remaining vacancies in the future.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to fill the vacant seat with the existing applicant. This is not recommended as doing so would result in four vacancies remaining unfilled.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

California Department of Aging

ATTACHMENTS:

1. Letter of Interest - Rebecca Manross (ESAAA)

APPROVALS:

Tyler Davis	Created/Initiated - 5/31/2024
Darcy Ellis	Approved - 6/3/2024
Tyler Davis	Approved - 6/3/2024
Anna Scott	Approved - 6/11/2024
Morningstar Willis-Wagoner	Approved - 6/11/2024
John Vallejo	Approved - 6/27/2024
Nate Greenberg	Final Approval - 6/29/2024

LETTER OF INTEREST
IN SERVING AS A MEMBER OF THE
EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: Rebecca Manross (Becky) Address: 156 Virginia Ave, Chalfant, CA 93514
Home Telephone: 760-873-7502 Mobile Telephone: 760-258-6108
E-mail: manrossb1@gmail.com Date: May 9, 2024

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

Age: 60 or over ☒ Under 60 ☐

Ethnicity (Please check only one):

☐ African American ☐ American Indian or Alaska Native ☐ Asian
☒ Caucasian/White ☐ Hispanic or Latino ☐ Multiracial
☐ Native Hawaiian or Pacific Islander ☐ Other: _____

Targeting efforts shall be made to ensure membership includes individuals from the following categories (Please check all that apply):

- ☐ Low income older adults
☐ Disabled persons
☐ Supportive services provider
☐ Health care provider
☐ Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
☒ Individuals with leadership expertise in private/voluntary sectors
☐ Other: _____

Please provide a brief statement expressing your interest in serving as an Advisory Council member:

Secretary for the Bishop Senior Center Recreation Committee (BSCRC) since 2018. I not only handle secretarial duties, but I'm also responsible for filing our State & Federal Non-Profit tax docs each year, & ensuring that our group's insurance is covered & up-to-date each year (duties that were previously handled by a CPA, who the group had hired). I'm an LADWP retiree, with 40 years clerical experience. I feel that being a volunteer member of the BSCRC has afforded me the opportunity to work with seniors & learn what activities and/or issues are important to them.

Signature: Rebecca J Manross Date: May 9, 2024

Please return completed form to: Eastern Sierra Area Agency on Aging
1360 N. Main Street, Suite 201
Bishop, CA 93514
Phone: (760) 873-3305 Fax: (760) 873-6505



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

July 9, 2024

Reference ID:
2024-482

Contract with GHC of Anberry, LLC, dba Anberry Nursing & Rehabilitation Center Health & Human Services - Behavioral Health ACTION REQUIRED

ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and GHC of Anberry, LLC dba Anberry Rehabilitation Center of Atwater, California for the provision of hospital inpatient psychiatric and other professional medical services in an amount not to exceed \$118,625 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and Business Associate Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Health and Human Services is requesting approval of a renewed contract with GHC of Anberry, LLC, DBA Anberry Nursing & Rehabilitation Center, because the LPS conservatee placed there in November 2023 is still a resident of the facility.

FISCAL IMPACT:

Funding Source	Non-General Fund Mental Health Realignment or possibly new grant funds	Budget Unit	045200
Budgeted?	Yes	Object Code	5508
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Up to \$118,625 for Fiscal Year 2024-2025			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract. This is not recommended as doing so would jeopardize the placement of the conservatee.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Courts

ATTACHMENTS:

1. GHC of Anberry FY 24-25 Contract

APPROVALS:

Lucy Vincent	Created/Initiated - 6/11/2024
Darcy Ellis	Approved - 6/11/2024
Lucy Vincent	Approved - 6/12/2024
Melissa Best-Baker	Approved - 6/12/2024
Anna Scott	Approved - 6/12/2024
Grace Chuchla	Approved - 6/14/2024
John Vallejo	Approved - 6/14/2024
Amy Shepherd	Approved - 6/14/2024
Nate Greenberg	Final Approval - 6/26/2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND GHC OF ANBERRY, LLC, DBA ANBERRY NURSING & REHABILITATION
CENTER FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC
SERVICES**

WHEREAS, the County of Inyo will likely have the need for the provision of psychiatric and other professional medical services including evaluation and treatment of persons who meet the qualifications for involuntary detention, evaluation, and treatment as a result of a mental disorder (hereinafter “Hospital Inpatient Psychiatric Services”) pursuant to and in accordance with the Bronzan-McCorquodale Act (herein “BMA”) and its predecessor, the Short-Doyle Act, in conjunction with the Lanterman-Petris-Short Act (herein “LPS”) Acts, as set forth in the California Welfare and Institutions Code (herein “W&I”), and related California and federal law. (All references in this Agreement to BMA shall constitute references also to the Short-Doyle Act to the extent, if any, that the Short-Doyle Act is applicable.)

WHEREAS, the County of Inyo (hereinafter referred to as “County”) hereby contracts with GHC of Anberry, LLC, DBA Anberry Nursing & Rehabilitation Center (hereinafter “Contractor”) for the provision of Hospital Inpatient Psychiatric Services.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the Parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and incorporated by reference. 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 Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor 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.

2. TERM.

The term of this Agreement shall be from July 1, 2024 to June 30, 2025 unless sooner terminated as provided for in paragraph 16 of this Agreement.

3. CONSIDERATION.

- A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees set forth as Attachment B-1 attached hereto and incorporated by reference for the services and work described in this Agreement which are performed by Contractor at the County's request.

- B. No additional consideration. Except as expressly provided in this Agreement, Contractor 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, Contractor 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.
- C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed one hundred eighteen thousand six hundred twenty five dollars and zero cents (\$118,625) (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.
- D. Billing and payment. Billing and payment terms and conditions are set forth in Attachment **B** attached hereto and incorporated by reference.
- E. Federal and State taxes.
- (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 Contractor 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 contractors when it is anticipated that total annual payments to Contractor 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 Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
 - (4) The total amounts paid by County to Contractor, 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, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.
- F. Utilization Controls. As an express condition precedent to maturing the County's payment obligations under this Agreement, Contractor shall adhere to the County's

Quality Management Plan including utilization controls, DMH Letters/Notices, as well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

4. DESIGNATION OF FACILITY FOR INVOLUNTARY TREATMENT.

County hereby designates Contractor as a facility for involuntary and intensive treatment as provided in Sections 5150, 5250, and 5350 et seq. of the Welfare and Institutions Code. Contractor hereby represents and warrants that it is approved for involuntary treatment by the California State Department of Mental Health and complies with certification review hearing procedures required by Article 4 of the Welfare and Institutions Code.

5. TIME OF THE ESSENCE.

Time is of the essence in the performance of this Agreement.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

- A. Any licenses, certificates, or permits required by the federal, state, county and municipal governments, for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor 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 Contractor at no expense to the County. Contractor 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 Contractor 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. Contractor further represents and warrants that it is currently, and for the duration of this Contract shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Section 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Titles 22 and 17 of the California Code of Regulations. Contractor further represents and warrants that it is currently, and for the duration of the Contract shall remain, certified under Title XVIII of the Federal Social Security Act.
- C. Contractor agrees that compliance with its obligations to remain licensed as a general acute care Hospital or acute psychiatric Hospital and certified under Federal Social Security Act shall be express conditions precedent to maturing the County's payment obligations under Attachment **B** of this Agreement.

- D. Contractor represents and warrants that all inpatient medical subcontractors will maintain licensing and certification required for the delivery of their professional services in California.
- E. Contractor 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. Contractor 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>.

7. CONTRACTOR FACILITIES.

Contractor shall, at its own expense, provide and maintain facilities and professional, allied, and supportive paramedical personnel which will enable it to provide all necessary and appropriate psychiatric inpatient hospital services. In addition, Contractor shall provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this Contract and all applicable statutes and regulations pertaining to Medi-Cal providers.

8. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor 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 Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors and not as employees of County.
- D. Contractor shall be solely responsible for, and shall have exclusive control over, the exercise of professional medical judgment with respect to services provided by

Contractor to a Patient pursuant to this Agreement. Nothing in this Agreement is intended to, or shall be construed to, limit, condition, restrict, or otherwise control the independent exercise of professional medical judgment of Contractor by County. However, in some incidents described in Attachments A and B, County requires preauthorization for payment of services provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

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. The foregoing indemnification provision will remain in effect following the termination of this Agreement.

11. RECORDS.

A. The Contractor shall:

(1) Maintain books, records, documents and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract.

(2) Maintain such information in accordance with Medicare principles of reimbursement and generally accepted accounting principles and shall be consistent with the requirements of the Office of Statewide Health Planning and Development.

(3) Maintain medical records required by Sections 70747-70751 of the California Code of Regulations, and other records related to a Beneficiary's eligibility for services, the services rendered, the Beneficiary to whom the service was rendered, the date of the service, the medical necessity of the service and the quality of the care provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations. The foregoing constitutes "records" for the purposes of this paragraph.

(4) Subject the facility or office, or such part thereof as may be engaged in the performance of the Contract, and the information specified in this Paragraph at all reasonable times to inspection, audits, and reproduction by any duly authorized agents of the County, Department, Department of Mental Health, the Federal Department of Health and Human Services and Controller General of the United States. The Federal Department of Health and Human Services and Controller General of the United States are intended third party beneficiaries of this covenant.

(5) Preserve and make available its records relating to payments under this Contract for a period of seven (7) years from the close of the Contractor's fiscal year, or for such longer period, required by Sub-paragraphs (a) and (b) below.

(a) If this Contract is terminated, the records relating to the work performed prior to its termination shall be preserved and made available for a period of seven (7) years from the date of the last payment made under the Contract.

(b) If any litigation, claim, negotiation, audit, or other action involving the records has been stated before the expiration of the seven-year period, the related records shall be retained until completion and resolution of all issues arising therefrom or until the end of the seven-year period whichever is later.

12. AUDIT.

- A. Agents of the County and the State Department of Mental Health shall conduct periodic audits or reviews, including onsite audits or reviews, of performance under this Contract. These audits or reviews may evaluate the following:
 - (1) Level and quality of care, and the necessity and appropriateness of the services provided.
 - (2) Internal procedures for assuring efficiency, economy, and quality of care.
 - (3) Compliance with County Client Grievance Procedures.
 - (4) Financial records when determined necessary to protect public funds.
- B. The Contractor shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their investigation.
- C. Onsite reviews and audits shall occur during normal working hours with at least 72-hour notice, except that unannounced onsite reviews and requests for information may be made in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate to the nature of the intended visit.

13. NONDISCRIMINATION.

The Contractor shall not discriminate in the provision of services because of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap as provided by state and federal law. In addition:

- A. For the purpose of this Contract, distinctions on the grounds of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap include but are not limited to the following; denying a Beneficiary any services or benefit which is different, or is provided in a different manner or at a different time from that provided other Beneficiaries under this Contract; subjecting a Beneficiary to segregation or separate treatment in any manner related to his/her receipt of any service; restricting a Beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving any service or benefit; treating a Beneficiary any differently from others in

determining whether the Beneficiary satisfied any admission, eligibility, other requirements or condition which individuals must meet in order to be provided any benefit; or assigning times or places for the provision of services on the basis of the race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap of the Beneficiaries to be served.

- B. The Contractor shall take action to ensure that services to intended Beneficiaries are provided without regard to race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap.

14. NONDISCRIMINATION POLICY.

- A. Contractor has adopted and shall maintain written nondiscriminatory policies, which are available and practiced by Contractor in the employment of personnel, which provide for nondiscrimination on the basis of race, color, religion, ancestry, gender, sexual orientation, national origin, age, or mental or physical handicap, or on any other basis prohibited by law.
- B. Pursuant to performance contract requirements imposed on County by the California Department of Mental Health, County and Contractor, as its subcontractor for purposes of the performance contract, agree as follows:

"During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, natural origin, ancestry, physical handicap, medical condition, marital status, age, gender, or sexual orientation. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

15. TERMINATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days' written notice of such intent to cancel to County. In the event of termination, Contractor shall be compensated in accordance with the terms of this Agreement for all services performed to the termination date. In the event a Patient remains hospitalized on the termination date, Contractor shall continue to provide services to such Patient until the Patient is discharged or otherwise transferred pursuant to paragraph 4.2 of Attachment A.

16. ASSIGNMENT.

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

17. SUBCONTRACTORS.

Contractor acknowledges and agrees that in the event Contractor engages a subcontractor to assist in the performance of any of Contractor's obligations pursuant to this Agreement, Contractor shall remain legally responsible for performance of all of the terms and conditions applicable to Contractor hereunder.

18. DEFAULT.

If a party defaults in performing its obligations hereunder ("Defaulting Party") through no substantially contributing fault of the other party ("Non-defaulting Party"), the Non-defaulting Party may give the Defaulting Party written notice of the default. If the Defaulting Party fails to cure the default or initiate and diligently pursue efforts accepted by the Non-defaulting Party to cure the default within thirty (30) days after the Defaulting Party receives the notice, the Non-defaulting Party may terminate this Agreement by giving the Defaulting Party written notice of termination, effective upon the date of the notice or such later termination date as specified in the notice.

19. 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 of any provision or breach of this Agreement shall not be deemed to be a waiver of that provision or other provision 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-eight (28) below.

20. STANDARD OF PERFORMANCE.

Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent provider of inpatient hospital psychiatric services to patients involuntarily detained by reason of mental disorder.

21. GOVERNING LAW.

A. Contractor agrees to comply with all applicable provisions of federal and state statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- a. W&I, Divisions 5, 6, and 9;
- b. California Code of Regulations, Title 9;
- c. California Code of Regulations, Title 22;
- d. BMA, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and the applicable Cost Reporting/Data Collection ("CR/DC") Manual;
- e. Title XIX of the U.S. Social Security Act, and
- f. The Rehabilitation Act of 1973, Section 504 (Title 29, United States Code, Section 794 as amended from time to time).

22. CONFIDENTIALITY.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor 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.

23. USE OF INFORMATION.

With respect to any identifiable information concerning Beneficiaries under this Contract that is obtained by the Contractor, the Contractor shall:

- A. Not use any such information for any purpose other than carrying out the express terms of this Contract.

- B. Promptly transmit to the County all requests for disclosure of such information.
- C. Not disclose, except as otherwise specifically permitted by this Contract, any such information to any party other than the County without the County's prior written authorization specifying that the information may be released under Title 45, Code of Federal Regulations Section 205.50 and Sections 10850 and 14100.2 of the Welfare and Institutions Code; and regulations adopted pursuant thereto; and
- D. At the termination of this Contract, return all such information to the County or maintain such information according to written procedures sent to the Contractor by the County.

24. CONFLICTS.

Contractor 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.

25. POST AGREEMENT COVENANT.

Contractor 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.

26. 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.

27. 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 Contractor 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-eight (28) (Amendment).

28. 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.

29. STAFF AVAILABILITY.

Inyo County BHS shall provide for the availability of authorized BHS staff by pager/telephone on a 24-hour per day basis for the purposes of telephone communications between Contractor and BHS which are required pursuant to this Agreement.

30. NOTICE.

Any notice, request for approval, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor 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/ Behavioral Health Services:
HHS – Behavioral Health Department
1360 North Main Street, Suite 124
Bishop, CA 93514
1-800-841-5011 BHS Staff 24- Hour Phone No.

Contractor:
GHC of Anberry, LLC dba Anberry Nursing & Rehabilitation Center
Attention: Administrator
1685 Shaffer Road
Atwater, CA 95301

Copy to:
Generations Healthcare
Attention: Legal Counsel
6 Hutton Centre Drive, Suite 400
Santa Ana, CA 92707
ContractReview@lifegen.net

31. 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.


COUNTY OF INYO

By: _____
Signature

Print or Type Name

Date: _____

CONTRACTOR

By: 
Signature

Lois Mastrocola
Print or Type Name

Date: 06/11/2024

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz
Grace Weitz (Jun 12, 2024 11:18 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (Jun 13, 2024 15:50 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A – SCOPE OF WORK

1. Definitions. The following definitions apply for the purposes of this contract:

1.1. Administrative Day. “Administrative Day” means those days authorized by a designated point of authorization or utilization review committee in an acute inpatient facility when, due to the lack of a Medi-Cal eligible nursing facility, the beneficiary stays at an acute inpatient facility beyond the beneficiary’s need for acute care. The acute facility is responsible for contacting appropriate facilities within a 60-mile radius at least once each five working days until the beneficiary is placed or no longer requires that level of care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. The physician’s reviewer or the utilization review committee must monitor the beneficiary’s chart on a weekly basis to determine if the beneficiary status has changed.

1.2. Beneficiary. “Beneficiary” means any patient referred by Inyo County and certified as eligible for services under the Medi-Cal program according to Section 51001, Title 22, California Code of Regulations, and any Indigent Patient.

1.3. Indigent Patient. An "Indigent Patient" is any Patient provided services pursuant to this Agreement for which: (a) Patient does not have ability to pay under the Uniform Method of Determining Ability to Pay (UMDAP) and; (b) Patient is not entitled to or eligible to receive full or partial payment benefits from (1) a private insurer or other private third-party, or (2) Medi-Cal or other such public assistance program. The Patient is deemed to be an "Indigent Patient" as to such service.

1.4. Patient. A Patient is defined as a person who is receiving services provided pursuant to this Agreement.

1.5. Psychiatric Inpatient Hospital Services. “Psychiatric Inpatient Hospital Services” means services provided either in an acute care hospital or a free-standing psychiatric hospital for the care and treatment of an acute episode of mental illness.

1.6. Non-Emergency Medical Services. County and Contractor acknowledge that a Patient may have or develop during hospitalization a non-emergency medical condition unrelated to the Patient's mental disorder. Contractor shall obtain prior authorization from County BHS for the provision of non-emergency medical services for the Patient. Such services are referred to herein as "Non-Emergency Medical Services."

2. Scope of Services. Contractor shall provide inpatient psychiatric services to patients referred by County to Contractor for involuntary detention, evaluation, and treatment pursuant to LPS and related applicable law, including without limitation, services relating to 72-hour detention (W&I § 5150), additional 14-day certification and detention (W&I § 5250), LPS temporary conservatorship (W&I § 5353), and LPS Conservatorship (W&I § 5358).

3. Mental Health Services. Contractor shall provide inpatient hospital psychiatric services to Patients referred by County BHS and accepted by the Contractor who are in need of such services and Emergency Medical Services or Authorized Medical Services (a) as required by LPS, other provisions of W&I Divisions 5, 6, and 9, Title 9 and Title 22 of the California Code of Regulations, and other applicable law, and (b) as are medically necessary or medically indicated for

care and treatment of the mental disorder of the Patient including, but not limited to, the following services:

3.1. Psychiatric history, diagnosis, and evaluation of the Patient which shall include an interview, mental status evaluation, diagnosis, and clinical recommendations, promptly upon the Patient's arrival at Contractor's facilities for evaluation and, thereafter, in accordance with requirements of LPS and applicable law.

3.2. Responsibility for providing or assuring the provision of professional medical services to perform a history and physical examination of each Patient promptly, and in any event, within twenty-four (24) hours after the Patient's admission to Hospital.

3.3. Approval of an individual treatment plan.

3.4. Psychiatric services compatible with the Patient's individual treatment plan.

3.5. Prescription of medication necessary for the treatment of the Patient's mental and physical health condition.

3.6. Discharge planning and continuing care planning.

3.7. Responsibility for providing or assuring the provision of all professional medical care and treatment of the Patient at Hospital's facilities.

Such services are referred to herein as "Mental Health Services."

4. Referral by County.

4.1. Notification. Prior to transporting a proposed Patient to Contractor's facilities, County BHS shall (a) contact Contractor by telephone to advise Contractor of the proposed Patient and his or her condition, (b) provide an expected time of arrival at Contractor's facilities, (c) confirm bed-availability at Contractor's facilities for the proposed Patient, (d) Confirm Patient is medically stable for transport, and (e) authorize the provision of services to the proposed Patient. County BHS shall be authorized and responsible for making such contacts for referral of persons to Contractor. However, County and Contractor acknowledge that County's law enforcement agencies may make such a contact in some cases. In the event Contractor receives a referral from a County law enforcement agency, Contractor shall notify BHS promptly by telephone of the referral, and request authorization from BHS for the provision of services to the person referred.

4.2. Transport Responsibility. In coordination with the Contractor, County shall be responsible, at County's expense, for causing proposed Patients and Patients to be transported to and from Contractor's facilities. In the event a referred Patient is not admitted pursuant to paragraph 6 below, or this Agreement is terminated, County BHS shall promptly make available to the proposed Patient transportation from Contractor's facilities.

Notwithstanding the foregoing, Contractor shall be responsible for transporting such Patients and proposed Patients, at Contractor's expense, in the event Contractor undertakes or authorizes such transportation for the purpose of providing services under this Agreement without the prior approval of BHS, except in the event of a medical emergency necessitating transport to another health care facility.

4.3. Certain Substance Abusers Ineligible. County and Contractor acknowledge and agree that persons who are under the influence of alcohol, drugs, or other chemical substances, but who are not otherwise suffering from a mental disorder, shall not be eligible for referral or admission to Contractor's facilities.

4.4. Medical Condition Beyond the Capability of Contractor. County and Contractor acknowledge and agree that persons who are determined to suffer from medical conditions other

than mental disorders for which Contractor is not licensed, or otherwise does not have the capability to provide care and treatment, may be determined by Contractor to be ineligible for admission. If such a condition develops after the Patient has been admitted the Contractor may transfer the Patient pursuant to paragraph 4.2.

4.5. Persons Requiring Law Enforcement Security. County shall be responsible for providing, at County's expense, continuous 24-hour security, including the presence of a law enforcement officer and other security measures as appropriate, for each Patient or proposed Patient who is in custody of the County Sheriff or other law enforcement agency as the result of arrest or conviction on criminal charges. Contractor assumes no responsibility for providing such security.

4.6. In the event Contractor reasonably determines that the security measures provided are inadequate to assure the safety and well-being of Contractor's other patients and other persons in Contractor's facilities, Contractor may:

(a) as to a proposed Patient, determine that the proposed Patient is ineligible for admission.

(b) as to a Patient already admitted, notify BHS by telephone of Contractor's determination that the Patient no longer qualifies for admission and hence, services from Contractor, and coordinate with BHS to make arrangements for discharge of the Patient and, if appropriate, his or her transfer to another facility.

5. Evaluation for Qualification for Admission. Contractor will evaluate each proposed patient promptly upon the Patient's arrival at Contractor's facilities, in order to determine if the proposed Patient meets LPS qualifications for involuntary detention and treatment. If the proposed Patient is determined to meet the LPS qualifications and otherwise to be eligible for admission, pursuant to this Agreement, Contractor shall admit him or her as an inpatient.

6. Persons Not Qualified for Admission. In the event the physician determines that the proposed Patient does not meet LPS qualifications for involuntary detention and treatment, or Contractor otherwise determines that the proposed Patient is ineligible for admission pursuant to this Agreement, Contractor shall promptly notify BHS by telephone of the determination, the basis therefor, and the planned action with respect to the release of the proposed Patient. Contractor shall also provide written confirmation of the determination to BHS within ten (10) business days (excluding weekends and holidays) after the date of notice by telephone.

7. Notice and Approval As Condition Precedent to Compensation for Medical Services. In the event of a medical emergency, Contractor shall notify BHS by telephone immediately of the reason for and nature of Emergency Medical Services provided to patients. To the extent permitted by law, BHS reserves the right to refuse to compensate Contractor for non-emergency medical services that are delivered without BHS approval.

8. Billing Procedure as Express Condition Precedent to County's Obligation to Pay. As an express condition precedent to maturing the County's payment obligations under Attachment B of this Agreement, the Contractor shall bill for psychiatric inpatient Hospital services rendered, in whole or in part, to any available State or Federal Medi-Cal care program or under any other contractual or legal entitlement of the Patient, including, but not limited to, a private group

indemnification insurance program or workers' compensation. To the extent that such coverage is available, the County payment obligation pursuant to Attachment B shall be met.

9. Telephone Progress Reports by Hospital to BHS. Contractor shall report to BHS by telephone the current status and proposed action with respect to a Patient or proposed Patient upon or about the following events:

9.1. Admission Determination. Promptly after the determination of the proposed Patient's eligibility for admission, regarding the results of the determination.

9.2. 72-Hour Hold Patients. Approximately 48-60 hours after admission of the Patient, in order to advise BHS of the likelihood of proceeding with certification of a 14-day extension of detention and treatment stay or of discharging the Patient, necessitating arrangements to assure transportation is available to the Patient if the Patient desires to return to Inyo County.

9.3. Other Procedural Events. Promptly in the event of the initiation or conclusion of habeas corpus proceedings or any other LPS or related legal procedure affecting the Patient's stay in Contractor's facility.

9.4. Discharge/Transfer. At least 12 hours prior to discharge or transfer of a Patient, or if such notice is not reasonably possible due to unforeseen circumstances, as promptly as is reasonably possible, in particular in order to assure appropriate transportation arrangements may be made and otherwise to coordinate discharge planning.

9.5. Need for Medical Services. Promptly or as otherwise provided in this Agreement in the event it is determined that a Patient needs Medical Services.

10. Discharge Report and Aftercare Plan. Promptly upon discharge of a Patient, Contractor shall transmit to County a discharge report, which shall include a copy of hospitalization records and/or medical records of the aftercare plan prepared by Contractor in accordance with applicable law, as well as such additional information as necessary or appropriate to summarize the evaluation, treatment, and other services provided to the Patient hereunder.

11. Quality of Care. As an express condition precedent to maturing the County's payment obligations under Attachment B, Contractor shall:

11.1. Assure that any and all eligible Beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 et seq. and 14680 et seq. of the Welfare and Institutions Code.

11.2. Take such action as required by Contractor's Medical Staff by-laws against medical staff members who violate those by-laws, as the same may be from time to time amended.

11.3. Provide psychiatric inpatient hospital services in the same manner to Beneficiaries as it provides to all patients to whom it renders psychiatric inpatient hospital services.

11.4. Assure that any discrimination against Beneficiaries in any manner, including admission practices, placement in special or separate wings or rooms, provision of special or separate meals, shall not take place.

12. Patient Rights. Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code.

Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County, or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance, and appeal forms and Inyo County Mental Health self-addressed envelopes.

13. Beneficiary Evaluation of Contractor's Services. Contractor shall provide a written questionnaire to the Beneficiary at the time of the Beneficiary's admission. The questionnaire shall be approved by the County and shall offer the Beneficiary the opportunity to evaluate the care given. It shall be collected at the time of discharge and maintained in the Contractor's file to seven (7) years and shall be made available to agents of the County, State Department of Mental Health, and the Department of Health and Human Services.

14. Beneficiary Eligibility. This Contract is not intended to change the determination of Medi-Cal eligibility for beneficiaries in any way. However, in the event a statute is enacted which redefines Medi-Cal eligibility so as to affect the provision of psychiatric inpatient hospital services under this Contract, the new definition shall apply to the terms of the Contract.

15. HIPAA Business Associate Agreement. Contractor agrees to enter into the attached HIPAA Business Associate Agreement.

SCOPE OF SERVICES

CONTRACTOR agrees to provide COUNTY with Skilled Nursing Facility (SNF) services/Special Treatment Program (STP) services, or other such services as required by the licensure of the facility to mentally disabled adult persons ages 18 years and older pursuant to: Welfare and Institutions Code, Division 5, commencing with Section 5000; California Code of Regulations Title 22, Sections 72443-72475 and Title 9, Sections 786.0-786.23; California Department of Health Care Services (DHCS), formerly the California Department of Mental Health (DMH) , Policies and Directives; and other applicable statutes and regulations according to facilities licensure requirements.

1. Compliance with Medi-Cal Mental Health Plan (MHP) Requirements:

- 1.1. CONTRACTOR shall comply with all applicable provisions of the COUNTY MHP or successor contract with the State of California which is in effect at the time services are provided, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.
- 1.2. CONTRACTOR shall comply with all applicable provisions of the Federal mental health requirements.
- 1.3. CONTRACTOR agrees to comply with all applicable provisions of the State of California Standard Agreement between COUNTY and DHCS for Managed Mental Health Care including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. A copy of the Standard Agreement will be provided to CONTRACTOR by COUNTY under separate cover upon request.

1. **Goals and Outcomes**

Contractor's program shall have the following goals and objectives:

1.1. **Goals:**

- 1.1.1. To aid patients in reconstituting from the crisis that precipitated their acute hospitalization, to prevent further disintegration that could lead to acute hospitalization, to prevent placement in more restrictive longer-term settings.
- 1.1.2. The facility shall offer no less than 27 program hours per week. Patients shall demonstrate improved functional behavior, as measured by movement through the facility levels of assessment phase.
- 1.1.3. To explore individual potential for improvement of quality of life, so as to significantly reduce recidivism to acute care facilities and prevent admission to other locked long-term care facilities or state hospitals.
- 1.1.4. To develop alternative therapeutic interventions for the target population that will enable them to remain in the community for significantly longer periods of time.
- 1.1.5. Clients shall have reduced medication levels, as measured through medication usage.
- 1.1.6. The Contractor's program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: individualized and group counseling; AA/NA/12 step groups; educational and GED prep sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise

group, social skills groups; DBT; CBT; peer support; vocational training and groups; personal motivation groups; pharmacology groups; and anger management.

1.2. Outcome Objectives:

- 1.2.1. Ninety percent (90%) of clients with a planned discharge (excluding clients who elope and do not return or who die) have improved their functioning
- 1.2.2. At least 90% of residents admitted will complete six months of residency or be successfully placed at a lower level of care. Patients who are discharged and readmitted within three weeks will be considered to have continuous residency.
- 1.2.3. For patients completing three months of residency, acute psychiatric hospitalization will be reduced 70% in the six months following discharge compared to the average six-month period in the two years prior to admission.
- 1.2.4. Recidivism: At least 60% of patients with a planned termination will not be admitted in an acute care psychiatric hospital within six months after discharge.

2. Target Population and Geographic Area

2.1. Target Population: Contractor shall provide the services described herein to the following target population:

- 2.1.1. Contractor shall serve patients who have a chronic psychiatric impairment and whose adaptive functioning is impaired as described and defined in Title 22 of the California Code of Regulations, Section 51335. 72443-72475.
- 2.1.2. The population to be served by this program is mentally ill adults, from 18 and older, in need of structured, round-the-clock psychiatric care and treatment. Most of the patients will have episodic psychiatric illnesses of long duration, which may be accompanied by medical problems.
- 2.1.3. As a result their histories may be characterized with multiple previous hospitalizations in acute care, locked long-term care and/or State hospital facilities., detention under permanent conservatorships, alienation from their families of origin or conflicting family relationships, history of interrupted or aborted educations experiences, multiple fragmented contacts with community mental health and social service agencies, reliance on public assistance and supplemental income, inability to structure time or pursue long-range goals with any degree of success, a lack of social and vocational skills common to the age grouping into which these patients fall, and finally, a generally consistent expressed and active resistance to treatment.
- 2.1.4. These patients tend to consume a disproportionate share of limited mental health resources. Caring for this targeted population requires specialized IMP/STP facilities. This is the most efficient and effective means of insuring their well-being.
- 2.1.5. Individuals that are temporarily or permanently conserved, or may sign a voluntary admission agreement

2.2. Service Locations and Hours of Operation

2.2.1. Contractor facility addresses:

Horizon Health & Subacute: 3034 Herndon Avenue, Fresno CA 93722

Anberry Nursing & Rehabilitation: 1685 Shaffer Road, Atwater, CA 95301

2.2.1. 24 hours, seven days a week.

3. Requirements for Service Delivery

- 3.1. Contractor shall admit patients with a DSM V diagnosis subject to bed availability, the order of a physician, and compliance with reasonable admission policies and procedures and individuals in need of 24-hour skilled nursing services. Patients who may have histories of, and without adequate treatment are at risk of displaying behavioral symptoms which preclude them from being admitted into a lower-level care facility, shall also be considered acceptable for admission. Frequency, scope, and severity of these behaviors are a determining factor to be negotiated on an individual patient basis between COUNTY and the Contractor. It is agreed by COUNTY and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component) shall not be considered for admission.
- 3.2. Contractor shall provide the basic service level (the minimum array of services provided to IMD patients) which fully comply with Title 22 of the California Code of Regulations. Section 72445 which includes, when appropriate, life skill training, money management, training on accessing community services, transitional programs, and discharge planning. It is further agreed by the Contractor that basic services shall also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual and bicultural programming, as appropriate.
- 3.3. Services: Contractor shall provide, operate, and maintain an STP program in accordance with the most current Title 22, California Code of Regulations related to Skilled Nursing Facility (SNF) and Special Treatment Programs (STP) regulations, and the current Program Manual for Skilled Nursing Facilities with Special Treatment Programs from the State Department of Health Care Services.
- 3.4. Bed Hold Days: When a client is out of the facility for up to 168 hours (7 days) due to extenuating circumstances (e.g., hospitalization at a non-Fee-for-Service Hospital, or an authorized visit to the client's family), the Contractor shall be allowed to claim for bed hold days. With prior approval by the Contracting Officer's Representative ("COR"), bed hold days may be billed at the negotiated rate per day less the estimated cost of food.
- 3.5. Contractor shall pay for ancillary costs at the direction of the COR based on the directive of the Department of Health Care Services.
- 3.6. Contractor shall perform the following additional activities, but are not limited to:

- 3.6.1. Actively participate in client discharge planning with County Adult Behavioral Health Services Case Manager and client.
- 3.6.2. Participate in meetings as directed by the County, to support collaboration with the County, in order to ensure efficient process and operations.
- 3.6.3. Cultural Competence: COR shall meet the standards as delineated in the County's Cultural Competence Standards.

3.7. Admission Criteria:

- 3.7.1. To be eligible for admission, a patient must be:
- 3.7.2. At least 18 years of age.
- 3.7.3. Diagnosed as having a disabling psychiatric disorder such as Schizophrenia or affective disorders and require treatment in a 24-hour locked residential setting; and
- 3.7.4. Temporarily or permanently conserved.
- 3.7.5. Program Monitor: COUNTY shall designate a Program Monitor, who will assure that the program goals and objectives are met in accordance with contract terms and conditions. The Contractor will be notified in writing of the COUNTY designee responsible for program monitoring, referrals, approvals, and certification.
- 3.7.6. Screening/Referral Process:

- 3.7.6.1. COUNTY program monitor or designee will authorize all admissions of patients admitted to the facility under the terms of this contract. COUNTY will designate in writing the responsible individual(s) who will coordinate and be responsible for screening, referrals, and monitoring of this Agreement.
- 3.7.6.2. Patients with complicated medical problems or conditions shall be carefully and individually screened with consultation from the Contractor's program and medical staff prior to acceptance and admission.
- 3.7.7. The following patients will not be acceptable for admission:
 - 3.7.7.1. Patients with an infectious disease for whom Contractor cannot provide proper isolation or who cannot cooperate with needed isolation procedures and restrictions.
 - 3.7.7.2. Any patient needing drug or alcohol detoxification.
 - 3.7.7.3. Those with a primary diagnosis of sociopathy or substance abuse.
 - 3.7.7.4. Patients under 18 years of age.
 - 3.7.7.5. Patients with incontinence will be evaluated on a case-by-case basis
 - 3.7.7.6. Patients on any life support equipment, i.e., oxygen or IV.
 - 3.7.7.7. Patients in which their medical or mental health needs cannot be provided with in the facility.
 - 3.7.7.8. Voluntary patients
 - 3.7.7.9. Patients that physically assaulted or harmed anyone in the last 30 days
 - 3.7.7.10. Patients that are currently suicidal
 - 3.7.7.11. Patients in restraints
- 3.7.8. Personal Considerations:
 - 3.7.8.1. Upon admission, Contractor shall inform the patient of Patient's Rights as well as the rules and regulations of the program. Patient shall also be informed of the charge for care.
 - 3.7.8.2. Contractor shall maintain a policy of equal access to treatment and service or all applicants meeting admission criteria. Patient Certification: Certification and recertification procedures shall be completed by the facility staff and reviewed by the COUNTY. All patients must be certified and approved by COUNTY prior to admission. Contractor will not be paid for any patient that has not been certified and approved by COUNTY. Patients will be reviewed on a regular basis by COUNTY program monitor or designee.

3.8. Clinical Program Description:

- 3.8.1. The major components of the treatment program shall follow four, more or less defined segments of clinical recovery.
- 3.8.2. Patient Orientation – The central focus of initial treatment will be to provide the patient with a safe, predictable, reality oriented physical and psychological environment. Treatment will address the reduction of presenting symptomatology, but from the start will begin to consider possible outcomes and placement options.
- 3.8.3. Assessment and Treatment Planning – This process includes the interdisciplinary assessment of the patient and the development of an integrated treatment plan by the treatment team.

- 3.8.4. Rehabilitation and Treatment Milieu – During their stay, the patients will participate in group and individual activities directed towards restoring and/or achieving increased levels of function and independence in order to promote rapid return to the community.
- 3.8.5. Discharge Preparation – The final clinical segment will focus upon finalizing preparation of the patient for returning to community life in the least restrictive environment. Linkages will be established with community care providers and other support resources, and treatment will be scaled down with increasing privileges. Whenever possible and appropriate, coordination will be established with patients' families.
- 3.9. Discharge Criteria and Planning: The contractor shall designate staff to provide planning for client discharges to less restrictive levels of care and follow-up treatment to other licensed facilities in coordination with the County. The County Program Monitor reserves the right to discharge clients when they disagree with clinical judgment of the facility professional staff. Should such circumstances occur, it will be duly recorded in the client's medical record that the discharge was made against medical advice. Contractor shall complete the County identified level of care tool at quarterly reviews beginning at six months of stay and when clients are discharged.
- 3.10. Limitations of Service: Any applicant shall be served if financial support can be provided by the patient, his/her family, county, billing State or Federal funding, or any other third-party payer. The program is not designed for patients whose mental impairments or need for nursing care services are higher than those provided by the Contractor. Contractor may discharge to acute psychiatric services any patient whose level of impairment requires acute hospitalization.
- 3.11. Minimum Staffing Qualifications: Contractor shall comply with staffing requirements as are in Title 22, California Code of Regulations. Contractor shall have on file job description, including minimum qualifications for employment and duties performed for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this contract.
- 3.12. Prior Authorization:
- 3.12.1. Process: COUNTY shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted on the basis of verbal authorization from the COUNTY designee by mutual consent of the COUNTY designee and Contractor. The COUNTY designee supplies a completed authorization form within ten (10) working days from the date of admission.
- 3.12.2. Billing for Services: Contractor shall be responsible for applying for any third-party revenues, including the collection of SSI/SSP revenue.
- 3.13. Contractor shall perform linkage and referrals to community-based organizations including, but not limited to, primary care clinics and complementary healing centers, faith-based congregations, ethnic organizations and peer-directed programs such as Clubhouses.
- 3.14. Contractor's program and services shall be trauma-informed and accommodate the vulnerabilities of trauma survivors and allow services to be delivered in a way that will avoid inadvertently re-traumatizing people and will facilitate consumer participation in services.
- 3.15. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health (OMH) Culturally and Linguistically Appropriate Service (CLAS) national standards. The National CLAS standards are located at:
- <https://www.thinkculturalhealth.hhs.gov/clas>
- 3.16. Tuberculosis (TB) Testing. Contractor shall follow TB testing guidelines for all employees and client residents.

4. Data Collection and Reporting Requirements

4.1. Quarterly status reports

5. Customer Satisfaction Surveys

Contractor shall conduct semi-annual customer satisfaction surveys during the term of the contract.

The survey shall include at minimum the following:

- All major services provided
- A survey of current customers
- A survey of former customers
- Rating of specific services offered or provided to the customer
- A provision for comments in every survey.

5.1. Contractor shall conduct the survey, compile the data and submit report findings to the County semi- annually.

5.2. Contractor shall specify the total number of participants who responded to the survey compared to the total number of participants served.

EXHIBIT B

PAYMENT PROVISIONS

This payment provision is subject to modification with written approval of the County Contract

Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in the main Agreement. Payment shall be made to CONTRACTOR for the number of days service is provided under this Agreement pursuant to the following conditions and terms:

1. For those COUNTY persons served under this Agreement ages 18 years and older, COUNTY shall be responsible to CONTRACTOR for the SNF/STP rate approved by California Department of Health Care Services which is currently identified as the standard rate at the end of this Exhibit.
2. COUNTY shall also be responsible to CONTRACTOR for an additional Ancillary Services Rate as contained in the rate schedule at the end of this Exhibit. SNF/STP rates shall be adjusted in accordance with DHCS annual published rates (AB 1629). The designated COUNTY and CONTRACTOR staff shall mutually determine the Enhanced Level of Care for COUNTY persons. The maximum daily rate to be paid by COUNTY to CONTRACTOR is a combination of the approved SNF/STP rate plus the applicable Ancillary Services Rate.
3. The specific number of bed days purchased in the service type categories (SNF/STP) may vary upon clinical need and availability, and no minimum is guaranteed. The specific cost per bed in each of the aforementioned categories will be as contained at the end of this exhibit. Any rate that is not listed (i.e., single room occupancy) will be negotiated and agreed upon by both parties prior to the period for which the rate will be charged.
4. Bed Hold. Bed Holds once authorized, will remain in effect until which time the patient returns to the facility or either party (County or facility) notifies the other of its desire to discontinue the bed hold. The bed hold day rate may be authorized for patients on unauthorized leave, AWOL, and status of COUNTY has been notified within one (1) business day of the patient's absence. Non-Medi-Cal eligible patients shall be charged the Bed Hold rate to reserve their bed.
5. Patient Fees and Third-Party Billing:
 - 5.1. COUNTY residents receiving services as described in Section 1 shall be charged for such services in accordance with their ability to pay, but such charges shall not exceed the actual cost of providing such services. CONTRACTOR shall determine patient fees for COUNTY residents

based upon the ability to pay principle. CONTRACTOR shall establish policies and procedures for such fee assessment and collection including publication of current fee schedules for all billable services, which should be updated annually, covering all reimbursable costs. At no time is CONTRACTOR free to withhold services due to a COUNTY patient's inability to pay for all or a portion of services at the time they are required. After this Agreement's expiration or cancellation, CONTRACTOR will continue to bill patients monthly to collect all revenue for services rendered to COUNTY residents during the term of this Agreement. Patient fees collected from COUNTY residents shall be budgeted and utilized to offset the costs charged against this Agreement.

- 5.2. Non-Medi-Cal beneficiaries receiving mental health services shall be charged fees in accordance with the DHCS Uniform Method of Determining Ability to Pay (UMDAP). CONTRACTOR shall report UMDAP fees paid to COUNTY annually. The patient's annual liability shall be calculated in accordance with UMDAP effective 10/1/1989.
- 5.3. CONTRACTOR shall be responsible for billing and collecting from all third-party revenue sources for COUNTY patients receiving services including, but not limited to, private insurance co-payments and Medi-Cal Share-of-Cost. CONTRACTOR shall recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other State or Federal medical care program or under other

contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance.

- 5.4. CONTRACTOR shall first apply any COUNTY patient revenues collected (including, but not limited to: patient fees, third party reimbursements, private contracts, VA, food stamps, general assistance, social security payments or any other source of COUNTY patient revenues) to billable services as an offset to the costs charged against this Agreement. The remaining balance may be claimed against this contract funding.
- 5.5. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

ATTACHMENT B – BILLING PROCEDURES

1. Rate of Compensation for Mental Health Services. Contractor shall be entitled to compensation from County only for Psychiatric Inpatient Hospital Services rendered to a Beneficiary at rates specified in Attachment B-1. The rate structure specified in Attachment B-1 of the Contract shall not include physician or medical services rendered to Beneficiaries covered under this Contract, or transportation services required in providing Psychiatric Inpatient Hospital Services. When physician, medical, or transportation services are Medi-Cal eligible services or privately insured, they shall be billed separately from the per diem rate of Psychiatric Inpatient Hospital Services.
2. Billing and Payment Guidelines. Contractor shall utilize the Uniform billing and Collection Guidelines and the Uniform Methods of Determining Ability to Pay (UMDAP) procedures prescribed by the California State Director of Mental Health to the extent required by applicable law and State Department of Mental Health guidelines and directives.
3. Statements of Beneficiary Services. Contractor shall submit written itemized statements to County for services rendered hereunder to Beneficiaries. Each statement shall identify the Beneficiary and the number and type of Units of Service provided as Mental Health Services and Medical Services respectively, and the dates on which such Units of Services were provided, and the amount of compensation requested for the services.
4. Compensation Limited to Beneficiaries. Contractor shall be entitled to compensation from County only for services rendered to a Beneficiary pursuant to County's authorization or approval of compensation as otherwise provided in this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to bill and collect from County any compensation for services rendered to a Patient if sources of payment other than Medi-Cal are available. In the event only partial payment for a service is available from any source other than County, Contractor shall accept such payment as payment in full and shall not be entitled to payment from County for any co-payment, deductible, or any other such amount for any part of such services.
5. Rate of Compensation for Medical Services. Contractor shall be entitled to compensation rates for only Emergency and prior-approved Non-Emergency Medical Services as defined in Attachment A at the Contractor's usual and customary rates charged to private-pay patients, which rates shall also include payment for physician services rendered by hospital-based physicians through its departments of radiology, pathology, and emergency services.
6. Rate Of Compensation for Inpatient Psychiatric Hospital Services. The amounts paid to Contractor for in-patient psychiatric services rendered to a Beneficiary shall be in accordance with the rates of compensation otherwise set forth in Attachment B-1 and shall be accepted by Contractor as full and complete compensation for all such services. The per diem rate included in Attachment B-1 is considered to be payment in full, subject to third party liability and patient share of costs, for the specialty mental health services to a Beneficiary.

7. Transmittal of Payment. County shall transmit payment to Contractor within sixty (60) days after County receives the statement for Psychiatric Inpatient Hospital Services rendered to a Beneficiary except as otherwise specified in this Agreement.

8. Medi-Cal Rate as Payment in Full for Services. Contractor covenants to accept as payment in full for any and all psychiatric inpatient hospital services payments authorized by the County pursuant to Attachment B of this Contract. Such acceptance shall be made irrespective of whether the cost of such services and related administrative expenses shall have exceeded the rate payment obligation of the County provided in Attachment B-1.

9. Contractor Determination of Indigent Patient Status: Notice; Verification.

9.1. Indigent Patient Notice. In the event Contractor determines that a Patient is an Indigent Patient, Contractor shall give County written notice of the determination, including supporting findings and documentation (herein called "Indigent Patient Notice").

An Indigent Patient Notice shall be submitted concurrently with the first statement pursuant to which Contractor requests compensation hereunder for services rendered to the applicable Patient on the basis that such services are Indigent Patient Services.

9.2. Verification. Contractor's determination shall be subject to review and approval by County upon County's verification that reasonable efforts have been made to identify payment resources, including without limitation, the determination of eligibility of the Patient for Medi-Cal or other public assistance, which approval may not be unreasonably withheld.

10. Delayed Payment for Verification of Indigent Patient Status. Payment for services to a Patient for which an initial Indigent Patient Notice has been received by County may be delayed as reasonably necessary or appropriate to allow County to verify the Contractor's determination and pursue the determination of the Patient's eligibility for Medi-Cal or other public assistance. However, such payment shall be made no later than ninety (90) days after the date on which County receives the Indigent Patient Notice and related statement, unless on or before such date for payment, the County gives Contractor written notice and verification of the Patient's coverage by an insurer or other private third-party payer or determination that the Patient is eligible for public assistance other than Medi-Cal for the services set forth on the statement.

11. Refund to County. Notwithstanding anything in this Agreement to the contrary, in the event County provides Contractor with written notice and verification of the Patient's coverage by an insurer or other private third-party payer for services for which County has already paid Contractor, Contractor shall be responsible for obtaining payment from such resources. Contractor shall refund to County the amounts for such services which were previously paid by County to Contractor no later than either the thirtieth (30th) day after Contractor receives payment from such resources or the one-hundred-twentieth (120th) day after receipt of the notice from County verifying the Patient's coverage by such resources, whichever day first occurs.

12. Customary Charges Limitation. Notwithstanding anything in the Agreement to the contrary, the County's total liability to the Contractor shall not exceed the Contractor's total customary charges for like services during each hospital fiscal year or part thereof, in which this Contract is in effect. The Department may recoup any excess of total payments above such total customary charges under Paragraph 8 of this Attachment.

COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and GHC of Anberry, LLC dba Anberry Nursing & Rehabilitation Services, referred to herein as Business Associate (“BA”). This Agreement is effective as of July 1, 2024, (the “Agreement Effective Date”).

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

County of Inyo

By: _____

Print Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

GHC of Anberry, LLC dba Anberry Nursing & Rehabilitation Center

By:  _____

Print Name: Lois Mastrocola

Title: CFO

Date: 06/11/2024

ATTACHMENT B-1 – SCHEDULE OF FEES FOR INPATIENT PSYCHIATRIC HOSPITAL SERVICES

The fee for Inpatient Psychiatric Hospital Services, including hospital services and which Contractor agrees to provide for evaluation and treatment of a Patient pursuant to this agreement, is as follows. Rates shown are per night. Please see the attached STP Patch Rate Schedules.



LONG TERM CARE PATCH RATES

Item	Pay Point Description	Daily Rate per Client
LTC Patch A	Special Care Standard Rate Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> • Basic Care Services • LTC Treatment Services • Case Management Services 	\$250/day
LTC Patch B	Special Care Additional Services Rate Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility includes: <ul style="list-style-type: none"> • Basic Care Services • LTC Treatment Services with Medical Acuity • Case Management Services • Rehab Services • Increased Psychology Intervention 	\$275/day
LTC Patch C	Special Care Additional Services Intense Rate Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> • Basic Care Services • Treatment Services • Intense Case Management Services • High acuity – behavioral and medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services 	\$300/day
**LTC Indigent Rate	Clients With No Active Medi-Cal Benefits	A - \$550/day B - \$575/day C - \$600/day
LTC Murphy Patch Rate	Murphy Client	A - \$450/day B - \$475/day C - \$500/day
**LTC Murphy Indigent Rate	Murphy Clients With No Active Medi-Cal Benefits	A - \$600/day B - \$625/day C - \$650/day



SPECIAL TREATMENT PROGRAM PATCH RATES

Item	Pay Point Description	Daily Rate per Client
STP Patch A	Special Care Standard Rate Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> • Basic Care Services • Treatment Services • Case Management Services 	\$325/day
STP Patch B	Special Care Additional Services Rate Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour facility that includes: <ul style="list-style-type: none"> • Basic Care Services • Treatment Services • Case Management Services • Rehab Services • Increased Psychology Intervention 	\$360/day
STP Patch C	Special Care Additional Services Intense Rate Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> • Basic Care Services • Treatment Services • Case Management Services • High acuity – Behavioral and/or Medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services 	\$395/day
**STP Indigent Rate	Clients With No Active Medi-Cal Benefits	A - \$600/day B - \$625/day C - \$650/day
STP Murphy Patch Rate	Murphy Client	A - \$475/day B - \$500/day C - \$525/day
**STP Murphy Indigent Rate	Murphy Clients With No Active Medi-Cal Benefits	A - \$650/day B - \$675/day C - \$700/day



** The Indigent Rate indicated in the rate table of this agreement will apply when the County client does not have active Medi-Cal benefits, either upon admission or at any time during the Client's stay with Contractor. Contractor will have one hundred eighty (180) days after the date of service to bill the approved Indigent Rate days to the County, no other billing timelines specified in this contract will apply. County will notify Contractor immediately if Client is successfully enrolled in Medi-Cal and benefits become active. If Contractor receives payment from another payment source for the approved Indigent Rate days billed to and paid by the County, Contractor will refund the County for only the days and amount paid by the other payment source.

ATTACHMENT C – INSURANCE PROVISIONS

Attachment C: 2024 Insurance Requirements for SKILLED MEDICAL FACILITIES FOR IN-PATIENT CARE

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 and the results of that work 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, **\$10,000,000** aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Minimum increases to \$5,000,000 per accident if contractor will be transporting county patients off site.
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.
4. **Healthcare Professional Liability:** Insurance appropriate to the work hereunder, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than **\$1,000,000** per occurrence or claim.
6. **Cyber Liability** insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations regarding patient data as undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, 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, and credit monitoring expenses.

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.

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).

Attachment: 2024 Insurance Requirements for SKILLED MEDICAL FACILITIES FOR IN-PATIENT CARE

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.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

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. The 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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. **All certificates and endorsements and copies of all Declarations and Endorsements 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.

**Attachment: 2024 Insurance Requirements for
SKILLED MEDICAL FACILITIES FOR IN-PATIENT CARE**

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.












GHC of Anberry FY24-25 Contract

Final Audit Report

2024-06-13

Created:	2024-06-12
By:	Lucy Vincent (lvincent@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv-Z1Y-bhlbaOHp9TH4c5oDkXgZBeicxh

"GHC of Anberry FY24-25 Contract" History

-  Document created by Lucy Vincent (lvincent@inyocounty.us)
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-  Document emailed to Christie Martindale (cmartindale@inyocounty.us) for signature
2024-06-12 - 6:46:02 PM GMT
-  Document emailed to Aaron Holmberg (aholmberg@inyocounty.us) for signature
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-  Document emailed to Keri Oney (koney@inyocounty.us) for signature
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-  Email viewed by Christie Martindale (cmartindale@inyocounty.us)
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-  Email viewed by Keri Oney (koney@inyocounty.us)
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-  Document e-signed by Keri Oney (koney@inyocounty.us)
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-  Document e-signed by Aaron Holmberg (aholmberg@inyocounty.us)
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-  Document e-signed by Christie Martindale (cmartindale@inyocounty.us)
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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

July 9, 2024

Reference ID:
2024-472

Maternal Child and Adolescent Health (MCAH) State and Federal Reimbursement Agreement Health & Human Services - Health/Prevention ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health Anna Scott, Health & Human Services Director & Prevention

ITEM PRESENTED BY

RECOMMENDED ACTION:

Ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. 202414 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, 2024 through June 30, 2025, contingent upon the Board's adoption of the Fiscal Year 2024-2025 Budget, and authorize the MCAH Director and the Board Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Maternal Child and Adolescent Health (MCAH) program funds public health staff to ensure coordination and access to health services for women, adolescents and children. In collaboration with service providers, private and public agencies and community residents, the MCAH Director works towards the goal of assuring access and availability of a complete spectrum of services to women, infants, children and adolescents in our communities. The Department respectfully requests your Board's approval to continue maintaining access to critical services.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department Public Health)	Budget Unit	641624
Budgeted?	Yes	Object Code	4498
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
\$129,402.93			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This funding has been available to Public Health staff for many years. Not accepting the funding would eliminate the State funding contribution for several health staff members. Declining the funding would mean that the County would still have to provide mandated administrative services without state or federal support.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Agreement Funding Application Checklist
2. Agency Information Form
3. Justification Letter
4. Indirect Cost Rate Certification Form
5. Local MCAH Director Verification Form
6. Scope of Work

APPROVALS:

Ralph Cataldo	Created/Initiated - 6/6/2024
Darcy Ellis	Approved - 6/6/2024
Stephanie Tanksley	Approved - 6/7/2024
Melissa Best-Baker	Approved - 6/10/2024
Anna Scott	Approved - 6/10/2024
Keri Oney	Approved - 6/18/2024
John Vallejo	Approved - 6/24/2024
Amy Shepherd	Approved - 6/27/2024
Nate Greenberg	Final Approval - 6/29/2024

FY 2024-2025 AGREEMENT FUNDING APPLICATION (AFA) CHECKLIST

Agency Name _____

Agreement # _____

Program (check one box only) ☐ MCAH ☐ BIH ☐ AFLP ☐ PEI

Please check the box next to all submitted documents.

All documents should be submitted by email using the required naming convention on page 2.

1. ☐ **AFA Checklist**
2. ☐ **Agency Information Form** | PDF version with signatures.
3. ☐ **Attestation of Compliance with the Sexual Health Education Accountability Act of 2007** | signed PDF.
4. ☐ **TXIX MCF Justification Letter** | see AFA cover letter for items that need to be included in this letter.
Not required if only using base MCF rate.
5. ☐ **Budget Template** | submit for Fiscal Year 24/25 list all staff (by position) and costs (including projected salaries and benefits, operating and ICR). Multiple tabs for completion include Summary Page, Detail Pages, and Justifications. Personnel must be consistent with the Duty Statements and Organizational Charts (Excel & signed PDF.)
6. ☐ **Indirect Cost Rate (ICR) Certification Form** | details methodology and components of the ICR.
7. ☐ **Duty Statements (DS)** | for all staff (numbered according to the Personnel Detail Page and Organization Chart) listed on the budget.
8. ☐ **Organization Chart(s)** of the applicable programs, identifying all staff positions on the budget including their Line Item # and its relationship to the local health officer and overall agency.
9. ☐ **MCAH Director Verification Form** | (MCAH only.)
10. ☐ **BIH Approval Letters** | submit most recent letter on State letterhead with state staff signatures, including waivers for the following positions:
☐ BIH Coordinator ☐ Other _____
11. ☐ **Scope of Work (SOW)** documents for all applicable programs (PDF/Word.)
12. ☐ **Annual Inventory** | Form CDPH 1204.
13. ☐ **Subcontractor (SubK) Agreement Packages** | submit Subcontract Agreement Transmittal Form, brief explanation of the award process, subcontractor agreement or waiver letter, and budget with detailed Justifications (required for all SubKs \$5,000 or more.)
14. ☐ **Certification Statement for the Use of Certified Public Funds (CPE)** |
AFLP CBOs and/or SubKs with FFP.
15. ☐ **Government Agency Taxpayer ID Form** | only if remit to address has changed.
16. ☐ **Attestation of Compliance** with the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff.
17. ☐ **NFR-CRS** Interest in National Fatality Review-Case Reporting System Form

File Naming Convention Example

Please save all electronic documents using the required naming convention below:

Agreement # (space) Program Abbreviation (space) Document # (space)
Document Name (from Checklist Above) (space) (Month/Day/Year) XXXXXX

Example for MCAH Program:

2024XX MCAH 1 AFA Checklist 07.01.24
2024XX MCAH 2 Agency Information Form 07.01.24
2024XX MCAH 3 Attestation –Sexual Health Educ. Acct. Act 07.01.24
2024XX MCAH 4 TXIX MCF Justification Letter 07.01.24
2024XX MCAH 5 Budget Template 07.01.24
2024XX MCAH 6 ICR Certification Form 07.01.24
2024XX MCAH 7 Duty Statement Line 1 07.01.24
2024XX MCAH 7 Duty Statement Line 2 07.01.24
2024XX MCAH 7 Duty Statement Line 3-7 07.01.24
2024XX MCAH 7 Duty Statement Line 8-10 07.01.24
2024XX MCAH 8 Org Chart 07.01.24
2024XX MCAH 9 Local MCAH Director Verification of Requirement
2024XX MCAH 10 BIH Approval Letter 07.01.24
2024XX MCAH 11 SOW 07.01.24
2024XX MCAH 12 Annual Inventory 07.01.24
2024XX MCAH 13 SubK Package 07.01.24
2024XX MCAH 14 CPE 07.01.24
2024XX MCAH 15 Govt Agency Taxpayer ID Form 07.01.24
2024XX MCAH 16 Attestation – TXIX FFP (SPMP & Direct Support) 07.01.24
2024XX MCAH 17 NFR-CRS Interest 07.01.24

Please contact your [Contract Liaison](#) (CL) if you have any questions.

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD
FY 2024-2025**

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are required to submit updated information when updates occur during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each of the applicable programs

MCAH_____ BIH_____ AFLP_____ PEI_____

Update Effective Date (*only required when submitting updates*) _____

Federal Employer ID#: _____

Complete Official Agency Name: _____

Business Office Address: _____

Agency Phone: _____

Agency Fax: _____

Agency Website: _____

**AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION**

Please enter the **agreement or contract** number for each of the applicable programs

MCAH _____ BIH _____ AFLP _____ PEI _____

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health, and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations, and policies with which it has certified it will comply.

Official authorized to commit the Agency to an MCAH Agreement

Name (Print)	Title
_____	_____

Original Signature	Date
_____	_____

MCAH/AFLP Director

Name (Print)	Title
_____	_____

Original Signature	Date
_____	_____

MCAH Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR							MCAH
2	MCAH DIRECTOR							MCAH
3	MCAH COORDINATOR (Only complete if different from #2)							MCAH
4	MCAH FISCAL CONTACT							MCAH
5	FISCAL OFFICER							MCAH
6	CLERK OF THE BOARD or							MCAH
7	CHAIR BOARD OF SUPERVISORS							MCAH
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY							MCAH
9	SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR/CONTACT							SIDS
10	PERINATAL SERVICES COORDINATOR							CPSP

BIH Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR							BIH
2	BLACK INFANT HEALTH (BIH) COORDINATOR							BIH
3	BIH FISCAL CONTACT							BIH
4	FISCAL OFFICER							BIH
5	CLERK OF THE BOARD or							BIH
6	CHAIR BOARD OF SUPERVISORS							BIH
7	OFFICIAL AUTHORIZED TO COMMIT AGENCY							BIH

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR							PEI
2	PERINATAL EQUITY INITIATIVE (PEI) COORDINATOR							PEI
3	PEI FISCAL CONTACT							PEI
4	FISCAL OFFICER							PEI
5	CLERK OF THE BOARD or							PEI
6	CHAIR BOARD OF SUPERVISORS							PEI
7	OFFICIAL AUTHORIZED TO COMMIT AGENCY							PEI

AFLP Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR							AFLP
2	AFLP DIRECTOR							AFLP
3	AFLP COORDINATOR or SUPERVISOR/COORDINATOR							AFLP
4	AFLP FISCAL CONTACT							AFLP
5	FISCAL OFFICER							AFLP
6	CLERK OF THE BOARD or							AFLP
7	CHAIR BOARD OF SUPERVISORS							AFLP
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY							AFLP



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

Public Health, Suite 203-C
1360 N. Main Street, Bishop CA 93514
TEL: (760) 873-7868 FAX: (760) 873-7800

Marilyn Mann, Director
mmann@inyocounty.us

July 14, 2023 **LAST YEARS**

California Department of Public Health
Maternal, Child and Adolescent Health Division
PO Box 997420-MS 8300
Sacramento, CA 95899-7420

To Whom It May Concern:

Inyo County is using the following Medi-Cal Factors (MCF) for this Fiscal Year (FY) 23/24, which includes the justifications:

MCF Type	MCF % Justification
	Maximum characters = 1024
Variable	Direct documentation of number and percent of Medi-Cal eligible served on file
Local	Actual percentage of Medi-Cal clients participating in program during 2018-2019.
Weighted	Oversees programs targeting MediCal eligible women of childbearing age and high risk infants/children needing MediCal services.
Multiple	Oral Health Care Coordination will be serving the Medical population in access and ensuring Denti-Cal clients are seeking preventative and restorative dental care.
Base	N/A

Sincerely,

Melissa Best-Baker

Melissa Best-Baker
Deputy Director Fiscal Oversight & Special Operations
Inyo County Health and Human Services

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: _____

Agency Name: _____

Contract/Agreement Number: _____

Contract Term/Allocation Fiscal Year: _____

1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget

_____ % Fixed Percent of:

☐ Total Personnel Costs

2. LOCAL HEALTH JURISDICTIONS (LHJ)

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

_____ % Fixed Percent of:

☐ Total Personnel Costs

☐ Total Allowable Direct Costs

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

 % Fixed Percent of:

- ☐ Total Personnel Costs (Includes Fringe Benefits)
- ☐ Total Personnel Costs (Excludes Fringe Benefits)
- ☐ Total Allowable Direct Costs

Please provide you agency's detailed methodology that includes all indirect costs, fees and percentages in the box below.

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please submit this form via email to your assigned Contract Manager.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Printed First & Last Name: _____

Title/Position: _____

Signature: _____ Date: _____

MCAH Director Verification Form

Local Health Jurisdiction:

Fiscal Year: SFY 2024-25

MCAH Director Qualifications and Full Time Equivalent (FTE) Requirements

All LHJs are required to have an MCAH Director and should have other key positions to support the leadership structure and core functions of the Local MCAH program.

The LHJ must meet the Full Time Equivalent (FTE) and qualification requirement(s) for the MCAH Director as outlined below.

MCAH Director FTE Requirements

The MCAH Director will dedicate a percentage of time or Full Time Equivalent (FTE) to MCAH activities that complies with the following CDPH/MCAH guidelines for the population.

MCAH Director Full-time Equivalent (FTE) and Qualification Requirements	
Total Population	MCAH Director FTE/Qualification
3.5 million	2.0 Physicians
750,001-3.5 million	1.0 Physician
200,001-750,000	1.0 Public Health Nurse
75,001-200,000	0.75 Public Health Nurse
25,001-75,000	0.50 Public Health Nurse
<25,000	0.25 Public Health Nurse

If the MCAH Director is not able to meet the FTE requirements, CDPH/MCAH recommends the LHJ add an MCAH Coordinator position and/or other positions to assist with the responsibilities of the MCAH Director.

Please list key positions, including MCAH Director, that will assist with the responsibilities of the MCAH Director:

Position Title	FTE
MCAH Director	
MCAH Coordinator	
Perinatal Services Coordinator	
Please list other:	
Please list other:	

MCAH Director Verification Form

MCAH Director Qualification Requirements

The MCAH Director must be a qualified health professional as defined below.

Please indicate the MCAH Director's qualification:

A physician who is board-certified or board-eligible in specialties of Obstetrics/Gynecology, Pediatrics, Family Practice or Preventive Medicine; or

A non-physician who is a certified public health nurse (PHN); or

Other professional qualifications

Please list other professional qualifications of the MCAH Director below.

REQUIRED FOR ALL LHJS

Please describe how your Local MCAH Program provides clinical oversight. For example, the MCAH Director is a qualified physician as described above and/or a Public Health Nurse (PHN).

MCAH Director Requirements for LHJs Participating in the California Home Visiting Program (CHVP)

In LHJs participating in the California Home Visiting Program (CHVP), the MCAH Director is required to devote a minimum of 0.05 FTE and a maximum of 0.15 FTE to CHVP oversight, fostering partnerships and collaboration within the LHJ, and directing the local CHVP Community Advisory Board (CAB).

Signature of MCAH Director or Designee	
Signature	Date

MCAH Director Verification Form

Information and requirements for completing the form:

A copy of the form must be submitted annually during the Agreement Funding Application (AFA) process. The form will be verified with the submitted Local MCAH budget, Organizational Charts and Duty Statements.

Additionally, a new form is required to be submitted for any changes to the MCAH Director position throughout the year such as budget revisions and/or change in MCAH Director.

CDPH/MCAH may hold reimbursement unless a current form is on file with CDPH/MCAH.

Submittal During AFA Requirements:

- Complete and submit the form annually during the AFA process.
- The form must be signed by MCAH Director or designee.

Changes after the AFA process:

- Submit a new form for any subsequent changes after the AFA process to the CDPH/MCAH Program Consultant.
- Submit the Duty Statement(s).
- Submit Organizational Chart(s).

**California Department of Public Health (CDPH)
Maternal, Child and Adolescent Health (MCAH) Division
Local MCAH Scope of Work (SOW)**

The Local Health Jurisdiction (LHJ), in collaboration with the CDPH/MCAH Division, shall strive to develop systems that protect and improve the health of California’s women of reproductive age, infants, children, adolescents and their families.

The development of the Local MCAH SOW was guided by several public health frameworks including the ones listed below. Please consider integrating these approaches when conceptualizing and organizing local program, policy, and evaluation efforts.

- [The Ten Essential Services of Public Health](#) and [Toolkit](#)
- [The Spectrum of Prevention](#)
- [Life Course Perspective and Social Determinants of Health](#)
- [The Social-Ecological Model](#)

All Title V programs must comply with the MCAH Fiscal Policy and Procedures Manual and the Local MCAH Program Policies and Procedures Manual.

Certification by MCAH Director:	Name: Stephanie Tanksley
	Title: Deputy Director of Public Health and Prevention
	Date: Click or tap to enter a date
	<i>I certify that I have reviewed and approved this Scope of Work.</i>

Note: The Title V Maternal and Child Health Block Grant provides core funding to California to improve the health of mothers and children. The Title V Block Grant is federally administered by the Health Resources and Services Administration.

CDPH/MCAH may post SOWs on the CDPH/MCAH website.

Section A: General requirements and activities for all LHJs				
Aligns With	General Requirement(s)	Required Local Activities	Time Frame	Deliverable Description
CDPH/MCAH Requirement	Local MCAH Annual Report	A1 Complete and submit an Annual Report each fiscal year to report on Scope of Work activities.	Annually, each fiscal year	The Annual Report will report on progress of program activities and the extent to which the LHJ met the SOW goals and deliverables and how funds were expended.
Title V Requirement	Toll-Free Line	A2 Provide a toll-free telephone number or “no cost to the calling party” number (and other appropriate methods) which provides a current list of culturally and linguistically appropriate information and referrals to community health and human resources for the public regarding access to prenatal care.	Annually, each fiscal year	Include on Local MCAH budget during the AFA cycle. Report in Annual Report: <ul style="list-style-type: none"> List toll-free telephone number
Title V Requirement	MCAH Website	A3 Share link, if available, to the appropriate Local MCAH Title V Program website.	Annually, each fiscal year	Report in the Annual Report: <ul style="list-style-type: none"> List the URL for the Local MCAH Title V program website
Title V/ CDPH/MCAH Requirement	Workforce Development and Training	A4 Attend required trainings/meetings as outlined in the MCAH Program Policies and Procedures.	Annually, each fiscal year	Report attendance in Annual Report: <ul style="list-style-type: none"> MCAH Directors’ meeting(s) SIDS Coordinators’ meeting
CDPH/MCAH Requirement	MCAH Director	A5 Maintain required MCAH Director position and recruit and retain qualified Title V program staff by as outlined in the MCAH Policies and Procedures.	Ongoing	The LHJ must submit a Local MCAH Director Verification form annually during the AFA process and resubmit with any changes.
CDPH/MCAH Requirement	Community Resource and Referral Guide	A6 Develop a comprehensive MCAH resource and referral guide of available health, mental health, emergency resources, and social services.	By end of 2025	Report in Annual Report: <ul style="list-style-type: none"> Submit/upload a copy or link to the existing resource and referral guide
CDPH/MCAH Requirement	Protocols	A7 Develop and adopt protocols to ensure that MCAH clients are enrolled in health insurance, are linked to a provider and access preventive visits.	Annually, each fiscal year	Report on protocols in the Annual Report.
Title V Requirement	Conduct Local Needs Assessment	A8 Conduct a Local Needs Assessment to acquire an accurate, thorough picture of the strengths and weaknesses of the local public health system.	Once in five-year cycle	Complete Local Needs Assessment deliverable documents provided by CDPH/MCAH.

Section B: Domain specific requirements and activities				
CDPH/MCAH Requirement	Infant – Sudden Infant Death Syndrome/Sudden Unexpected Infant Death (SIDS/SUID)	B1 Required for Infant Domain - all LHJs Provide SIDS/SUID grief and bereavement services and supports through home visits and/or mail resource packets to families suffering an infant loss.	Annually, each fiscal year	Report on SIDS/SUID services and supports in the Annual Report.
CDPH/MCAH Requirement	Infant – Sudden Infant Death Syndrome/Sudden Unexpected Infant Death (SIDS/SUID)	B1.a. Submit Public Health Services Report Form of a sudden, unexpected infant death to the CDPH/MCAH.	Annually, each fiscal year	
CDPH/MCAH Requirement	Infant – Safe Sleep	B2 Required for Infant Domain - all LHJs Promote the latest AAP Safe Sleep guidance and implement Infant Safe Sleep Interventions to reduce the number of SUID related deaths.	Annually, each fiscal year	Report on safe sleep activities in the Annual Report.
CDPH/MCAH Requirement	Child Health - Developmental Screening	B3 Required for Child Domain - all LHJs Partner with CDPH/MCAH to identify, review and monitor local developmental screening rates.	Annually, each fiscal year	Report on developmental screening activities in the Annual Report.
CDPH/MCAH Requirement	Child Health – Family Economic Supports	B4 Required for Child Domain - all LHJs Link and refer families in MCAH programs to safety net and public health care programs such as Family Planning, Access, Care, and Treatment (PACT), Medi-Cal, and Denti-Cal.	Annually, each fiscal year	Report on family economic support activities in the Annual Report.
CDPH/MCAH Requirement	Children and Youth with Special Health Care needs (CYSHCN)	B5 Required for CYSHCN Domain - all LHJs Link and refer children in families served by Local MCAH programs to services if results of a developmental or trauma screening indicates that the child needs follow-up.	Annually, each fiscal year	Report on screening and referral activities in the Annual Report.
CDPH/MCAH Requirement	Children and Youth with Special Health Care needs (CYSHCN)	B6 Required for CYSHCN Domain - all LHJs Outreach to and connect with your local or regional family resource center to understand needs of CYSHCN and their families and the resources available to them. Get Connected - Family Resource Centers Network of California (frcnca.org)	Annually, each fiscal year	Report on outreach activities in the Annual Report.
CDPH/MCAH Requirement	Infant – Infant Mortality Reviews	B7 Required for funded LHJs only	Annually, each fiscal year	Report on activities in the Annual Report.

		LHJs funded for infant mortality reviews will implement activities in accordance with Local MCAH Program Policies and Procedures.		
CDPH/MCAH Requirement	Black Infant Health (BIH) Program	B8 Required for BIH funded LHJs only LHJs funded for BIH will implement the BIH Program in accordance with BIH Policies and Procedures.	Annually, each fiscal year	Report on BIH activities in the Annual Report.
CDPH/MCAH Requirement	Adolescent Family Life Program (AFLP)	B9 Required for AFLP funded LHJs only LHJs funded for AFLP will implement the AFLP Program in accordance with AFLP Policies and Procedures.	Annually, each fiscal year	Report on AFLP activities in the Annual Report.

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the Women/Maternal Health Domain

Women/Maternal Health Domain	
Women/Maternal Priority Need: Ensure women in California are healthy before, during and after pregnancy. <i>Women/Maternal Focus Area 1: Reduce the impact of chronic conditions related to maternal mortality.</i>	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 1: Well-woman visit (Percent of women with a preventive medical visit in the past year). ESM 1.1: Percent of local health jurisdictions that have adopted a protocol to ensure that all persons in MCAH Programs are referred for enrollment in health insurance and complete a preventive visit.
Women/Maternal State Objective 1: By 2025, reduce the rate of pregnancy-related deaths (up to 1 year after the end of pregnancy) from 18.6 deaths per 100,000 live births (2020 CA-PMSS) to 12.2 deaths per 100,000 live births.	
Women/Maternal State Objective 1: Strategy 1: Lead surveillance and investigations of pregnancy-related deaths (up to 1 year after the end of pregnancy) in California.	Women/Maternal State Objective 1: Strategy 2: Partner to translate findings from pregnancy-related mortality investigations into recommendations for action to improve maternal health and perinatal clinical practices.
Local Activities for Women/Maternal Objective 1: Strategy 1:	Local Activities for Women/Maternal Objective 1: Strategy 2:
w 1.1.1 <input type="checkbox"/> Partner with CDPH/MCAH on dissemination of data findings, guidance, and education to the general public and local partners, including perinatal obstetric providers. What is your anticipated outcome?	w 1.2.1 <input type="checkbox"/> Partner with CDPH/MCAH on dissemination and translation of recommendations to improve maternal health and perinatal clinical practices, including quality improvement toolkits to reduce disparities. What is your anticipated outcome?
w 1.1.2 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 1.2.2 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Women/Maternal Health Domain		
Priority Need: Ensure women in California are healthy before, during and after pregnancy. Women/Maternal Focus Area 2: Reduce the impact of chronic conditions related to maternal morbidity.		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 1: Well-woman visit (Percent of women with a preventive medical visit in the past year). ESM: The number of Local Health Jurisdictions (LHJs) that report developing or adopting a protocol to link clients (women 22-44) to a provider to access a preventive visit. (Objective 4)	
Women/Maternal State Objective 2: By 2025, reduce the rate of severe maternal morbidity from 110.5 per 10,000 delivery hospitalizations (2021 PDD) to 88.8 per 10,000 delivery hospitalizations.		
Women/Maternal State Objective 2: Strategy 1: Lead surveillance and research related to maternal morbidity in California.	Women/Maternal State Objective 2: Strategy 2: Lead statewide regionalization of maternal care to ensure women receive appropriate care for childbirth.	Women/Maternal State Objective 2: Strategy 3: Partner to strengthen knowledge and skill among health care providers and individuals on chronic conditions exacerbated during pregnancy.
Local Activities for Women/Maternal Objective 2: Strategy 1	Local Activities for Women/Maternal Objective 2: Strategy 2	Local Activities for Women/Maternal Objective 2: Strategy 3
w 2.1.1 <input type="checkbox"/> Partner with CDPH/MCAH on dissemination of data findings, guidance, and education to the general public and local partners. What is your anticipated outcome?	w 2.2.1 <input type="checkbox"/> Partner with local Regional Perinatal Programs of California (RPPC) Director to understand efforts to establish Perinatal Levels of Care and quality improvement efforts. What is your anticipated outcome?	w 2.3.1 <input type="checkbox"/> Partner with CDPH/MCAH to pilot test educational materials addressing chronic health conditions during pregnancy and disseminate to consumers and providers. What is your anticipated outcome?
w 2.1.2 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 2.2.2 <input type="checkbox"/> Perinatal Service Coordinator (PSC) will collaborate with Women Infant Children (WIC), RPPC, CDPH/MCAH, Medi-Cal, and other key partners to ensure integration of resources and a coordinated delivery system for women during and after pregnancy. What is your anticipated outcome?	w 2.3.2 <input type="checkbox"/> For Black Infant Health (BIH) funded sites only, disseminate culturally responsive materials to inform Black women on chronic health conditions. What is your anticipated outcome?

w 2.1.3 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 2.2.3 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 2.3.3 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?
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If you have additional local activities, please add a row.

Woman/Maternal Health Domain		
Priority Need: Ensure women in California are healthy before, during and after pregnancy. Women/Maternal Focus Area 3: Improve mental health for all mothers in California.		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 1: Well-woman visit (Percent of women with a preventive medical visit in the past year). ESM: The number of Local Health Jurisdictions (LHJs) that report developing or adopting a protocol to link clients (women 22-44) to a provider to access a preventive visit. (Objective 4)	
Women/Maternal State Objective 3: By 2025, increase the receipt of mental health services among women who reported needing help for emotional well-being or mental health concerns during the perinatal period from 54.2% (2021 MIHA) to 56.9%.		
Women/Maternal State Objective 3: Strategy 1: Partner with state and local programs to disseminate information and resources to reduce mental health conditions in the perinatal period.	Women/Maternal State Objective 3: Strategy 2: Partner to strengthen knowledge and skill among health care providers, individuals, and families to identify signs of maternal mental health-related needs.	Women/Maternal State Objective 3: Strategy 3: Partner to ensure pregnant and parenting women are screened and referred to mental health services during the perinatal period.
Local Activities for Women/Maternal Objective 3: Strategy 1	Local Activities for Women/Maternal Objective 3: Strategy 2	Local Activities for Women/Maternal Objective 3: Strategy 3
w 3.1.1 <input type="checkbox"/> Partner with local programs responsible for the provision of mental health services and early intervention programs to promote mental health services in the perinatal period. What is your anticipated outcome?	w 3.2.1 <input type="checkbox"/> Perinatal Service Coordinators (PSCs) will ensure providers, local health plans, and other partners in their communities are aware of mental health requirements at roundtable discussions or through other communications. What is your anticipated outcome?	w 3.3.1 <input type="checkbox"/> Implement and utilize standardized and validated mental health screening tools for pregnant and parenting women in MCAH programs. What is your anticipated outcome?
w 3.1.2 <input type="checkbox"/> Partner with local mental health service providers to improve referral and linkages to mental health services. What is your anticipated outcome?	w 3.2.2 <input type="checkbox"/> Partner with local Mental Health Services Act (MHSA)/Prop. 63 funded programs to increase available services to women during perinatal period. What is your anticipated outcome?	w 3.3.2 <input type="checkbox"/> Lead the development of a county maternal mental health algorithm that outlines a referral system and the services available to address maternal mental health and identify systems gaps. What is your anticipated outcome?

w 3.1.3 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 3.2.3 <input type="checkbox"/> Partner with CDPH/MCAH to disseminate mental health promotional messages that educate women and families to recognize early signs and symptoms of mental health disorders. What is your anticipated outcome?	w 3.3.3 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?
w 3.1.4 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 3.2.4 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 3.3.4 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Woman/Maternal Health Domain			
Priority Need: Ensure women in California are healthy before, during and after pregnancy.			
Women/Maternal Focus Area 4: Ensure optimal health before pregnancy and improve pregnancy planning and birth spacing.			
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 1: Well-woman visit (Percent of women with a preventive medical visit in the past year). ESM: The number of Local Health Jurisdictions (LHJs) that report developing or adopting a protocol to link clients (women 22-44) to a provider to access a preventive visit. (Objective 4)		
Women/Maternal State Objective 4: By 2025, increase the percent of women who had an optimal interpregnancy interval of at least 18 months from 73.1% (2021 CCMBF) to 76.4%.			
Women/Maternal State Objective 4: Strategy 1: Partner to increase provider and individual knowledge and skill to improve health and health care before and between pregnancies.	Women/Maternal State Objective 4: Strategy 2: Lead a population-based assessment of mothers in California, the Maternal and Infant Health Assessment Survey (MIHA), to provide data to guide programs and services.	Women/Maternal State Objective 4: Strategy 3: Lead efforts to improve local perinatal health systems utilizing morbidity and mortality data and implement evidence-based interventions to improve the health of pregnant individuals and their infants.	Women/Maternal State Objective 4: Strategy 4: Fund the DHCS Indian Health Program (IHP) to administer the American Indian Maternal Support Services (AIMSS) to provide case management and home visitation program services for American Indian women during and after pregnancy.
Local Activities for Women/Maternal Objective 4: Strategy 1	Local Activities for Women/Maternal Objective 4: Strategy 2	Local Activities for Women/Maternal Objective 4: Strategy 3	No Local Activities
w 4.1.1 <input type="checkbox"/> Partner with CDPH/MCAH to disseminate and promote best practices and resources from key preconception initiatives. What is your anticipated outcome?		w 4.3.1 <input type="checkbox"/> Partner with Perinatal Service Coordinators (PSCs) to identify barriers in access to care in medically underserved areas and collaborate with local health plans to reduce barriers. What is your anticipated outcome?	
w 4.1.2 <input type="checkbox"/> Coordinate with CDPH/MCAH to identify uninsured populations and conduct outreach and awareness of health insurance options. What is your anticipated outcome?	w 4.2.2 <input type="checkbox"/> Partner with CDPH/MCAH to disseminate MIHA data findings and guidance to the public and local partners. What is your anticipated outcome?	w 4.3.2 <input type="checkbox"/> Outreach coordination to underserved populations and provide information and education on topics to improve health outcomes for parents, infants, and their families (e.g., social media, resource fairs). What is your anticipated outcome?	

w 4.1.3 <input type="checkbox"/> Partner with CDPH/MCAH to promote preconception/inter-conception health programs. What is your anticipated outcome?	w 4.2.3 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 4.3.3 <input type="checkbox"/> Monitor the health status of the MCAH population including disparities and social determinants of health and work with local leadership to address identified issues. What is your anticipated outcome?	
w 4.1.4 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 4.2.4 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 4.3.4 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	

If you have additional local activities, please add a row.

Woman/Maternal Health Domain	
Priority Need: Ensure women in California are healthy before, during and after pregnancy. <i>Women/Maternal Focus Area 5: Reduce maternal substance use.</i>	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 1: Well-woman visit (Percent of women with preventive medical visit in the a past year). ESM: The number of Local Health Jurisdictions (LHJs) that report developing or adopting a protocol to link clients (women 22-44) to a provider to access a preventive visit. (Objective 4)
Women/Maternal State Objective 5: By 2025, reduce the rate of maternal substance use from 20.8 per 1,000 delivery hospitalizations (2021 PDD) to 19.7 per 1,000 delivery hospitalizations.	
Women/Maternal State Objective 5: Strategy 1: Lead research and surveillance on maternal substance use in California.	Women/Maternal State Objective 5: Strategy 2: Partner at the state and local level to increase prevention and treatment of maternal opioid and other substance use.
Local Activities for Women/Maternal Objective 5: Strategy 1	Local Activities for Women/Maternal Objective 5: Strategy 2
w 5.1.1 <input type="checkbox"/> Coordinate with CDPH/MCAH to disseminate data findings, guidance, and education to the general public and local partners. What is your anticipated outcome?	w 5.2.1 <input type="checkbox"/> Identify county specific resources on treatment and best practices to address substance use and collaborate to improve referral and linkages to services. What is your anticipated outcome?
w 5.1.2 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 5.2.2 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the Perinatal/Infant Health Domain

Perinatal/Infant Health Domain			
Perinatal/Infant Priority Need: Ensure all infants are born healthy and thrive in their first year of life. <i>Perinatal/Infant Focus Area 1: Improve healthy infant development through breastfeeding.</i> <i>Perinatal/Infant Focus Area 2: Improve healthy infant development through caregiver/infant bonding.</i>			
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)		NPM 4a: Percent of infants who are ever breastfed. NPM 4b: Percent of infants breastfed exclusively through 6 months. ESM 4.1: Number of online views/hits to the "Lactation Support for Low-Wage Workers". SPM 1: Preterm birth rate among infants born to non-Hispanic Black women.	
Perinatal/Infant State Objective 1: By 2025, increase the percent of women who report exclusive in-hospital breastfeeding from 69.2% (2021 GDSP) to 72.5%.			
<u>Perinatal/Infant State Objective 1: Strategy 1:</u> Lead surveillance of breastfeeding practices and assessment of initiation and duration trends.	<u>Perinatal/Infant State Objective 1: Strategy 2:</u> Lead technical assistance and training to support breastfeeding initiation, including the implementation of the Model Hospital Policy or Baby Friendly in all California birthing hospitals by 2025.	<u>Perinatal/Infant State Objective 1: Strategy 3:</u> Partner to develop and disseminate information and resources about policies and best practices to promote breastfeeding duration, including lactation accommodation within all MCAH programs.	<u>Perinatal/Infant State Objective 1: Strategy 4:</u> Partner with birthing hospitals to support caregiver/infant bonding.
Local Activities for Perinatal/Infant Objective 1: Strategy 1	Local Activities for Perinatal/Infant Objective 1: Strategy 2	Local Activities for Perinatal/Infant Objective 1: Strategy 3	Local Activities for Perinatal/Infant Objective 1: Strategy 4
<p>p 1.1.1</p> <p><input type="checkbox"/> Monitor and track breastfeeding initiation and duration rates and disseminate data to community and local partners.</p> <p>What is your anticipated outcome?</p>	<p>p 1.2.1</p> <p><input type="checkbox"/> Promote breastfeeding education to prenatal women in local MCAH programs.</p> <p>What is your anticipated outcome?</p>	<p>p 1.3.1</p> <p><input type="checkbox"/> Partner to develop and disseminate information and resources about policies and best practices to promote extending breastfeeding duration, including lactation accommodation within local MCAH programs.</p> <p>What is your anticipated outcome?</p>	<p>p 1.4.1</p> <p><input type="checkbox"/> Partner with Regional Perinatal Program of California (RPPC) Directors to work with local birthing hospitals on messaging related to infant bonding with an emphasis on a client-centered approach.</p> <p>What is your anticipated outcome?</p>

<p>p 1.1.2</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 1.2.2</p> <p><input type="checkbox"/> Partner to disseminate information to the community regarding evidence-based breastfeeding initiation guidance.</p> <p>What is your anticipated outcome?</p>	<p>p 1.3.2</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 1.4.2</p> <p><input type="checkbox"/> Partner with community leaders to promote infant bonding, skin to skin training and outreach activities to dads, partners, and caretakers.</p> <p>What is your anticipated outcome?</p>
<p>p 1.1.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 1.2.3</p> <p><input type="checkbox"/> Partner with Regional Perinatal Programs of California (RPPC) Directors to track and assess implementation and technical assistance needs of birthing hospitals related to the implementation of Model Hospital Policy or Baby Friendly.</p> <p>What is your anticipated outcome?</p>	<p>p 1.3.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 1.4.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>
<p>p 1.1.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 1.2.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 1.3.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 1.4.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>

If you have additional local activities, please add a row.

Perinatal/Infant Health Domain		
Perinatal/Infant Priority Need: Reduce infant mortality with a focus on eliminating disparities. <i>Perinatal/Infant Focus Area 3: Reduce Black Infant Mortality.</i>		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 4a: Percent of infants who are ever breastfed NPM 4b: Percent of infants breastfed exclusively through 6 months ESM 4.1: Number of online views to the "Lactation Support for Low-Wage Workers Report" SPM 1: Preterm birth rate among infants born to non-Hispanic Black women.	
Perinatal/Infant State Objective 2: By 2025, reduce the rate of infant deaths from 4.1 per 1,000 live births (2021 BSMF/DSMF) to 4.0. <i>*Note: Even though the objective has been surpassed, California has chosen to keep the target at the same level (4.0) for now because this might have been a statistical fluctuation and we want to ascertain if it is an actual stable trend.</i>		
Perinatal/Infant State Objective 2: Strategy 1: Lead research and surveillance related to fetal and infant mortality in California.	Perinatal/Infant State Objective 2: Strategy 2: Lead planning and development of evidence-based practices and lesson learned for reducing infant mortality rates.	Perinatal/Infant State Objective 2: Strategy 3: Lead the California SIDS Program to provide grief and bereavement support to parents, technical assistance, resources, and training on infant safe sleep to reduce infant mortality.
Local Activities for Perinatal/Infant Objective 2: Strategy 1	No Local Activities	Local Activities for Perinatal/Infant Objective 2: Strategy 3
p 2.1.1 <input type="checkbox"/> Monitor and track fetal and infant mortality utilizing the National Fatality Review-Case Reporting System (NFR-CRS) and disseminate data to community and local partners. What is your anticipated outcome?	p 2.2.1 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 2.3.1 <input type="checkbox"/> Promote and disseminate information and resources related to SIDS/SUID risk factors and reduction strategies. What is your anticipated outcome?
p 2.1.2 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?		p 2.3.2 <input type="checkbox"/> Disseminate Safe to Sleep® campaign and Safe Sleep strategies that address SIDS and other sleep-related causes of infant death. What is your anticipated outcome?
p 2.1.3 <input type="checkbox"/> Other local activity (Please Specify/Optional):		p 2.3.3

<p>What is your anticipated outcome?</p>		<p><input type="checkbox"/> Partner with Regional Perinatal Programs of California (RPPC) to work with birthing hospitals to disseminate Sudden Infant Death Syndrome/Sudden Unexpected Infant Death (SIDS/SUID) risk reduction information to parents or guardians of newborns upon discharge.</p> <p>What is your anticipated outcome?</p>
<p>p 2.1.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>		<p>p 2.3.4</p> <p><input type="checkbox"/> Partner with local childcare licensing, birthing facilities, clinics, Women Infant Children (WIC) sites, and medical providers to provide SIDS/SUID and Safe Sleep education.</p> <p>What is your anticipated outcome?</p>
<p>p 2.1.5</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>		<p>p 2.3.5</p> <p><input type="checkbox"/> Provide SIDS/SUID grief and bereavement services and supports through home visits and/or mail resource packets to families suffering an infant loss.</p> <p>What is your anticipated outcome?</p>
		<p>p 2.3.6</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>

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If you have additional local activities, please add a row.

Perinatal/Infant Health Domain			
Perinatal/Infant Priority Need: Reduce infant mortality with a focus on eliminating disparities.			
Perinatal/Infant Focus Area 4: Reduce preterm births.			
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)		NPM 4a: Percent of infants who are ever breastfed NPM 4b: Percent of infants breastfed exclusively through 6 months ESM 4.1: Number of online views to the "Lactation Support for Low-Wage Workers Report" SPM 1: Preterm birth rate among infants born to non-Hispanic Black women.	
Perinatal/Infant State Objective 3: By 2025, reduce the percentage of preterm births from 9.1% (2021 BSMF) to 8.4%.			
Perinatal/Infant State Objective 3: Strategy 1: Lead research and surveillance on disparities in preterm birth rates in California.	Perinatal/Infant State Objective 3: Strategy 2: Lead the implementation of the Black Infant Health (BIH) Program to reduce the impact of stress due to structural racism to improve Black birth outcomes.	Perinatal/Infant State Objective 3: Strategy 3: Lead the implementation of the state general fund effort, Perinatal Equity Initiative (PEI), to support local initiatives to support birthing populations of color.	Perinatal/Infant State Objective 3: Strategy 4: Lead the development and dissemination of preterm birth reduction strategies across California.
Local Activities for Perinatal/Infant Objective 3: Strategy 1	Local Activities for Perinatal/Infant Objective 3: Strategy 2	Local Activities for Perinatal/Infant Objective 3: Strategy 3	Local Activities for Perinatal/Infant Objective 3: Strategy 4
p 3.1.1 <input type="checkbox"/> Monitor and track local preterm birth rates and disseminate data to community and local partners. What is your anticipated outcome?	p 3.2.1 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 3.3.1 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	p 3.4.1 <input type="checkbox"/> Partner with local birthing hospitals, and community stakeholders to disseminate social media campaigns about preterm birth reduction strategies. What is your anticipated outcome?

Commented [KE1]: Should this be 3 or 4? Title V shows it as 4.

<p>p 3.1.2</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 3.2.2</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 3.3.2</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 3.4.2</p> <p><input type="checkbox"/> Develop and disseminate preterm birth reduction materials and resources to the community and agencies providing services to moms and babies.</p> <p>What is your anticipated outcome?</p>
<p>p 3.1.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 3.2.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 3.3.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 3.4.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>

If you have additional local activities, please add a row.

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the Child Health Domain

Child Health Domain			
Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential.			
Child Focus Area 1: Expand and support developmental screening.			
(National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 6: Percentage of children, ages 9 through 35 months, who received a developmental screening using a parent-completed screening tool in the past year. ESM 6.1: Percent of children enrolled in CHVP with at least one developmental screen using a validated instrument within AAP-defined age range (10 months, 18 months, or 24 months’ time points) during the reporting period.		
Child State Objective 1: By 2025, increase the percentage of children (ages 9 through 35 months) who received a developmental screening from a health care provider using a parent-completed screening tool in the past year from 25.2% (NSCH 2022) to 32.4%. *Please note: We are waiting for the incoming NSCH oversample before updating this target.			
Child State Objective 1: Strategy 1: Partner to build data capacity for public health surveillance and program monitoring and evaluation related to developmental screening in California.	Child State Objective 1: Strategy 2: Partner to improve early childhood systems to support early developmental health and family well-being.	Child State Objective 1: Strategy 3: Partner to educate and build capacity among providers and families to understand developmental milestones and implement best practices in developmental screening and monitoring within MCAH programs.	Child State Objective 1: Strategy 4: Support implementation of Department of Health Care Services (DHCS) policies regarding child health and well-being, including developmental screening.
No Local Activities	Local Activities for Child Objective 1: Strategy 2	Local Activities for Child Objective 1: Strategy 3	Local Activities for Child Objective 1: Strategy 4
	ch 1.2.1 <input type="checkbox"/> Partner with local stakeholders and partners, such as the local First 5 program, Help Me Grow system (if available in your jurisdiction), or Home Visiting Community Advisory Board to identify key local resources for developmental screening/linkage. What is your anticipated outcome?	ch 1.3.1 <input type="checkbox"/> Partner with early childhood and family-serving programs (including CHVP, AFLP, BIH) to assess current policies and practices on developmental screening and monitoring developmental milestones and determine whether additional monitoring or screening should be incorporated into the programs. What is your anticipated outcome?	ch 1.4.1 <input type="checkbox"/> Build capacity by partnering with local Medi-Cal managed care health plans to educate and share information with providers about Medi-Cal developmental screening reimbursement and quality measures. What is your anticipated outcome?

	<p>ch 1.2.2</p> <p><input type="checkbox"/> Lead the development of a community resource map that links referrals to services.</p> <p>What is your anticipated outcome?</p>	<p>ch 1.3.2</p> <p><input type="checkbox"/> Partner with providers to educate families in MCAH programs about specific milestones and developmental screening needs.</p> <p>What is your anticipated outcome?</p>	<p>ch 1.4.2</p> <p><input type="checkbox"/> Track County Medi-Cal managed care health plan developmental screening data.</p> <p>What is your anticipated outcome?</p>
	<p>ch 1.2.3</p> <p><input type="checkbox"/> Implement a social media campaign or other outreach to educate families on the importance of well-child and other preventive health visits.</p> <p>What is your anticipated outcome?</p>	<p>ch 1.3.3</p> <p><input type="checkbox"/> Partner with Help Me Grow (HMG) and other key partners to educate providers and families about developmental screening recommendations and tools.</p> <p>What is your anticipated outcome?</p>	<p>ch 1.4.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>
	<p>ch 1.2.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>ch 1.3.4</p> <p><input type="checkbox"/> Partner with Women Infant Children (WIC) to disseminate developmental milestone information, educational resources, and tools.</p> <p>What is your anticipated outcome?</p>	<p>ch 1.4.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>
	<p>ch 1.2.5</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p>	<p>ch 1.3.5</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p>	<p>ch 1.4.5</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p>

	What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?
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If you have additional local activities, please add a row.

Child Health Domain		
Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential. <i>Child Focus Area 2: Raise awareness of adverse childhood experiences and prevent toxic stress through building resilience.</i>		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 6: Percentage of children, ages 9 through 35 months, who received a developmental screening using a parent-completed screening tool in the past year. ESM 6.1: Percent of children enrolled in CHVP with at least one developmental screen using a validated instrument within AAP-defined age range (10 months, 18 months, or 24 months’ time points) during the reporting period.	
Child State Objective 2: By 2025, increase the percentage of children (ages 0 - 17 years) who live in a home where the family demonstrated qualities of resilience (i.e., met all four resilience items as identified in the NSCH survey) during difficult times from 85.1% (NSCH 2022) to 84.5%.		
Child State Objective 2: Strategy 1: Partner with CDPH Essentials for Childhood and other stakeholders to build data capacity to track and understand experiences of adversity and resilience among children and families.	Child State Objective 2: Strategy 2: Partner to build capacity and expand programs and practices to build family resiliency by optimizing the parent-child relationship, enhancing parenting skills, and addressing child poverty through increasing access to safety net programs within MCAH-funded programs.	Child State Objective 2: Strategy 3: Support the California Office of the Surgeon General and DHCS’ ACEs Aware initiative to build capacity among communities, providers, and families to understand the impact of childhood adversity and the importance of trauma-informed care.
Local Activities for Child Objective 2: Strategy 1	Local Activities for Child Objective 2: Strategy 2	Local Activities for Child Objective 2: Strategy 3
ch 2.1.1 <input type="checkbox"/> Identify and examine local county data sources for childhood adversity, childhood poverty, and social determinants of health affecting child health and family resilience. What is your anticipated outcome?	ch 2.2.1 <input type="checkbox"/> Assess current MCAH program practices to promote healthy, safe, stable, and nurturing parent-child relationships within MCAH programs. What is your anticipated outcome?	ch 2.3.1 <input type="checkbox"/> Participate and promote within local county agencies the Surgeon General’s ACEs trainings. What is your anticipated outcome?
ch 2.1.2 <input type="checkbox"/> Identify opportunities to expand data collection on key child adversity and family resilience measures. What is your anticipated outcome?	ch 2.2.2 <input type="checkbox"/> Research and share information on statewide initiatives that address social determinants of health and strengthen economic supports for families. What is your anticipated outcome?	ch 2.3.2 <input type="checkbox"/> Share information to support the Surgeon General and DHCS’ efforts on trauma screening and training for health care providers. What is your anticipated outcome?

ch 2.1.3 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch 2.2.3 <input type="checkbox"/> Incorporate policies and practices to strengthen economic supports, including improving access to safety net programs, for families within MCAH programs. What is your anticipated outcome?	ch 2.3.3 <input type="checkbox"/> Identify resources and training opportunities locally on ACEs and trauma-informed care for local programs. What is your anticipated outcome?
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If you have additional local activities, please add a row.

Child Health Domain	
Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential. <i>Child Focus Area 3: Support and build partnerships to improve the physical health of all children.</i>	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 6: Percentage of children, ages 9 through 35 months, who received a developmental screening using a parent-completed screening tool in the past year. ESM 6.1: Percent of children enrolled in CHVP with at least one developmental screen using a validated instrument within AAP-defined age range (10 months, 18 months, or 24 months’ time points) during the reporting period.
Child State Objective 3: By 2025, increase the percentage of children (ages 1 - 17 years) who had a preventive dental visit in the past year from 81.1% (NSCH 2022) to 82.6%.	
Child State Objective 3: Strategy 1: Support the CDPH Office of Oral Health in their efforts to increase access to regular preventive dental visits for children by sharing information with MCAH programs.	
Local Activities for Child Objective 3: Strategy 1	
<div>ch 3.1.1</div> <div><input type="checkbox"/> Other local activity (Please Specify/Optional):</div> <div></div> <div>What is your anticipated outcome?</div> <div></div>	

If you have additional local activities, please add a row.

Child Health Domain	
Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential. <i>Child Focus Area 3: Support and build partnerships to improve the physical health of all children.</i>	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 6: Percentage of children, ages 9 through 35 months, who received a developmental screening using a parent-completed screening tool in the past year. ESM 6.1: Percent of children enrolled in CHVP with at least one developmental screen using a validated instrument within AAP-defined age range (10 months, 18 months, or 24 months’ time points) during the reporting period.
Child State Objective 4: By 2025, decrease the percentage of fifth grade students who are overweight or obese from 41.3% (2019) to 39.3%.	
Child State Objective 4: Strategy 1: Partner to enable the reporting of data on childhood overweight and obesity in California.	Child State Objective 4: Strategy 2: Partner with WIC and others to provide technical assistance to local MCAH programs to support healthy eating and physically active lifestyles for families.
Local Activities for Child Objective 4: Strategy 1	Local Activities for Child Objective 4: Strategy 2
ch 4.1.1 <input type="checkbox"/> Contingent upon CDPH/MCAH procuring sub-State-level data on child overweight and obesity, utilize guidance to inform local-level prevention initiatives. What is your anticipated outcome?	ch 4.2.1 <input type="checkbox"/> Partner with local WIC, local Center for Healthy Communities Programs and Initiatives, local Education initiatives, and local CDPH/MCAH programs and initiatives, stakeholders, and partners to identify resources and best practices and tools on healthy eating and share with families in MCAH programs. What is your anticipated outcome?
ch 4.1.2 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch 4.2.2 <input type="checkbox"/> Partner with Women Infant Children (WIC), and other local programs to refer and link eligible families to WIC and other healthy food resources. What is your anticipated outcome?
ch 4.1.3 <input type="checkbox"/> Other local activity (Please Specify/Optional):	ch 4.2.3 <input type="checkbox"/> Partner with CDPH/MCAH to utilize the Policies, Systems, and Environmental Change Toolkit to improve physical activity, nutrition, and breastfeeding within the local health jurisdiction.

What is your anticipated outcome?	What is your anticipated outcome?
ch 4.1.4 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch 4.2.4 <input type="checkbox"/> Share the child MyPlates and related messaging with families and providers to promote healthy eating in children. What is your anticipated outcome?
ch 4.1.5 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch 4.2.5 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Child Health Domain	
Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential. <i>Child Focus Area 3: Support and build partnerships to improve the physical health of all children.</i>	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 17: Medical home. ESM 17.1: Percent of children enrolled in home visiting who received the last recommended visit based on the American Academy of Pediatrics (AAP) schedule.
Child State Objective 5: By 2025, increase the percentage of children (ages 1 – 17 years) who had a preventive medical visit in the past year from 70.0% (NSCH 2022) to TBD%	

Child State Objective 5: Strategy 1: Support local MCAH programs in ensuring children and their families have access to preventive and primary medical care.	Child State Objective 5: Strategy 2: Partner to build data capacity and program monitoring and evaluation to evaluate availability and access of regular, routine medical care for children and families in California.
Local Activities for Child Objective 4: Strategy 1	Local Activities for Child Objective 4: Strategy 2
ch 5.1.1 <input type="checkbox"/> Link and refer families in MCAH programs to safety net and public health care programs such as Family Planning, Access, Care, and Treatment (PACT), Medi-Cal, and Denti-Cal. What is your anticipated outcome?	No Local Activities
ch 5.1.2 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	

Section C: Local Activities by Domain		
At least one activity must be selected or the LHJ must develop at least one activity of their own in the CYSHCN Health Domain		
Children and Youth with Special Health Care Needs (CYSHCN) Domain		
CYSHCN Priority Need 1: Make systems of care easier to navigate for CYSHCN and their families.		
CYSHCN Focus Area 1: Build capacity at the state and local levels to improve systems that serve CYSHCN and their families.		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 12: Percent of adolescents with and without special health care needs who receive services necessary to make transitions to adult health care. ESM 12.1: Number of Local MCAH programs that implement a Scope of Work objective focused on CYSHCN public health systems.	
CYSHCN State Objective 1: By 2025, maintain the number of Local MCAH programs (44) that chose to implement a Scope of Work objective focused on CYSHCN public health systems and services.		
CYSHCN State Objective 1: Strategy 1: Lead state and local MCAH capacity-building efforts to improve and expand public health systems and services for CYSHCN.	CYSHCN State Objective 1: Strategy 2: Lead program outreach and assessment within State MCAH to ensure best practices for serving CYSHCN are integrated into all MCAH programs.	CYSHCN State Objective 1: Strategy 3: Partner to build data capacity to understand needs and health disparities in the CYSHCN population.
Local Activities for CYSHCN Objective 1: Strategy 1	Local Activities for CYSHCN Objective 1: Strategy 2	No Local Activities
cy 1.1.1 <input type="checkbox"/> Conduct an environmental scan focused on CYSHCN and their families, which could include strengths, opportunities, needs, gaps, and resources available in your county or region. What is your anticipated outcome?	cy 1.2.1 <input type="checkbox"/> Create or update a resource guide or diagram to help families, providers, and organizations understand the landscape of available local resources for CYSHCN. What is your anticipated outcome?	
cy 1.1.2 <input type="checkbox"/> Improve coordination of emergency preparedness and disaster relief support for CYSHCN and their families. What is your anticipated outcome?	cy 1.2.2 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	

cy 1.1.3 <input type="checkbox"/> Conduct a local data/evaluation project focused on CYSHCN. What is your anticipated outcome?	cy 1.2.3 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	
cy 1.1.4 <input type="checkbox"/> Create or join a public health taskforce focused on the needs of CYSHCN in your county or region. What is your anticipated outcome?	cy 1.2.4 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	
cy 1.1.5 <input type="checkbox"/> Partner with your county CCS program to improve connections and referrals between CCS and Local MCAH. What is your anticipated outcome?	cy 1.2.5 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	

If you have additional local activities, please add a row.

Children and Youth with Special Health Care Needs (CYSHCN) Domain		
CYSHCN Priority Need 1: Make systems of care easier to navigate for CYSHCN and their families. CYSHCN Focus Area 2: Increase access to coordinated primary and specialty care for CYSHCN.		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 12: Percent of adolescents with and without special health care needs who receive services necessary to make transitions to adult health care ESM 12.1: Number of Local MCAH programs that implement a Scope of Work objective focused on CYSHCN public health systems	
CYSHCN State Objective 2: By 2025, increase the percent of adolescents with special health care needs (ages 12 – 17) who received services necessary to make transitions to adult health care from 18.4% to 20.2%. (NSCH 2016-20)		
CYSHCN State Objective 2: Strategy 1: Partner on identifying and incorporating best practices to ensure that CYSHCN and their families receive support for a successful transition to adult health care.	CYSHCN State Objective 2: Strategy 2: Fund DHCS/ISCD to assist CCS counties in providing necessary care coordination and case management to CCS clients to facilitate timely and effective access to care and appropriate community resources.	CYSHCN State Objective 2: Strategy 3: Fund DHCS/ISCD to increase timely access to qualified providers for CCS clients to facilitate coordinated care.
Local Activities for CYSHCN Objective 2: Strategy 1	No Local Activities	No Local Activities
cy 2.1.1 <input type="checkbox"/> Conduct an environmental scan in your county and/or region to understand needs, strengths, barriers, and opportunities in the transition to adult health care, supports, and services for youth with special health care needs. What is your anticipated outcome?		
cy 2.1.2 <input type="checkbox"/> Develop a communication and/or outreach campaign focused on transition from pediatric care to adult health care, including supports and services for youth with special health care needs. What is your anticipated outcome?		

<div><div>cy 2.1.3</div><div><div><input type="checkbox"/> Create/join a local learning collaborative or workgroup focused on the transition to adult health care and supports and services for youth with special health care needs.</div><div>What is your anticipated outcome?</div></div></div>		
<div><div>cy 2.1.4</div><div><div><input type="checkbox"/> Other local activity (Please Specify/Optional):</div><div>What is your anticipated outcome?</div></div></div>		

If you have additional local activities, please add a row.

Children and Youth with Special Health Care Needs (CYSHCN) Domain		
CYSHCN Priority Need 2: Increase engagement and build resilience among CYSHCN and their families.		
CYSHCN Focus Area 3: Empower and support CYSHCN, families, and family-serving organizations to participate in health program planning and implementation.		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 12: Percent of adolescents with and without special health care needs who receive services necessary to make transitions to adult health care. ESM 12.1: Number of Local MCAH programs that implement a Scope of Work objective focused on CYSHCN public health systems.	
CYSHCN State Objective 3: By 2025, maintain the number of local MCAH programs (17) that chose to implement a Scope of Work objective focused on family engagement, social/community inclusion, and/or family strengthening for CYSHCN.		
CYSHCN State Objective 3: Strategy 1: Partner to train and engage CYSHCN and families to improve CYSHCN-serving systems through input and involvement in state and local MCAH program design, implementation, and evaluation.	CYSHCN State Objective 3: Strategy 2: Fund DHCS/ISCD to support continued family engagement in CCS program improvement, including the Whole Child Model, to assist families of CYSHCN in navigating services.	CYSHCN State Objective 3: Strategy 3: Support statewide and local efforts to increase resilience among CYSHCN and their families.
Local Activities for CYSHCN Objective 3: Strategy 1	No Local Activities	Local Activities for CYSHCN Objective 3: Strategy 3
cy 3.1.1 <input type="checkbox"/> Collaborate with a local Family Resource Center or other CYSHCN-serving community organization to develop a training for LHJ staff on best practices for working with families of CYSHCN. What is your anticipated outcome?		cy 3.3.1 <input type="checkbox"/> Implement a project focused on mental health for parents/caregivers of CYSHCN (examples: connecting families in the NICU to home visiting or other Local MCAH programs, provider outreach to integrate maternal mental health screening into NICU follow-up visits or other pediatric specialty visits). What is your anticipated outcome?

<p>cy 3.1.2</p> <p><input type="checkbox"/> Provide training to a local Family Resource Center or other CYSHCN-serving community organization on how to access Local MCAH programs and resources.</p> <p>What is your anticipated outcome?</p>		<p>cy 3.3.2</p> <p><input type="checkbox"/> Implement a project focused on social and community inclusion for CYSHCN and their families (examples: creating a youth with special health care needs advisory group to improve community inclusion, partner with Parks and Rec or other non-traditional partners to make public spaces and events more inclusive).</p> <p>What is your anticipated outcome?</p>
<p>cy 3.1.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>		<p>cy 3.3.3</p> <p><input type="checkbox"/> Partner with child welfare to address health needs (including mental health) of children and youth in foster care.</p> <p>What is your anticipated outcome?</p>
<p>cy 3.1.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>		<p>cy 3.3.4</p> <p><input type="checkbox"/> Integrate trauma-informed and resilience-building practices specific to CYSHCN and their families into local MCAH programs.</p> <p>What is your anticipated outcome?</p>

cy 3.1.5 <input type="checkbox"/> Other (Please Specify/Optional): What is your anticipated outcome?		cy 3.3.5 <input type="checkbox"/> Other (Please Specify/Optional): What is your anticipated outcome?
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If you have additional local activities, please add a row.

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the Adolescent Health Domain

Adolescent Domain		
Adolescent Priority Need 1: Enhance strengths, skills and supports to promote positive development and ensure youth are healthy and thrive. <i>Adolescent Focus Area 1: Improve sexual and reproductive health and well-being for all adolescents in California.</i>		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 10: Percent of adolescents, ages 12 through 17, with a preventive medical visit in the past year. ESM 10.1: Percent of AFLP participants who received a referral for preventive services.	
Adolescent State Objective 1: By 2025, increase the proportion of sexually active adolescents who use condoms and/or hormonal or intrauterine contraception to prevent pregnancy and provide barrier protection against sexually transmitted diseases as measured by: <ul style="list-style-type: none">percent of sexually active adolescents who used a condom at last sexual intercourse from 55% to 58%percent of sexually active adolescents who used the most effective or moderately effective methods of FDA-approved contraception from 23% to 25%.		
Adolescent State Objective 1: Strategy 1: Lead surveillance and program monitoring and evaluation related to adolescent sexual and reproductive health.	Adolescent State Objective 1: Strategy 2: Lead to strengthen knowledge and skills to increase use of protective sexual health practices within CDPH/MCAH-funded programs.	Adolescent State Objective 1: Strategy 3: Partner across state and local health and education systems to implement effective comprehensive sexual health education in California.
Local Activities for Adolescent Objective 1: Strategy 1	Local Activities for Adolescent Objective 1: Strategy 2	Local Activities for Adolescent Objective 1: Strategy 3
a 1.1.1 <input type="checkbox"/> Utilize California Adolescent Sexual Health Needs Index (CASHNI) to target adolescent sexual health programs and efforts to youth facing the greatest inequities in health and social outcomes. What is your anticipated outcome?	a 1.2.1 <input type="checkbox"/> For non-AFLP funded county agencies, partner with local AFLP agencies and/or other community partners to promote healthy sexual behaviors and healthy relationships among expectant and parenting youth. What is your anticipated outcome?	a 1.3.1 <input type="checkbox"/> For non- ASH Ed funded county agencies, partner with local ASH Ed funded agencies and/or other community partners to ensure local implementation of sexual health education that is aligned with the California Healthy Youth Act (CHYA) to young people facing the greatest inequities in health and social outcomes. What is your anticipated outcome?

a 1.1.2 <input type="checkbox"/> Utilize and disseminate California’s Adolescent Birth Rate (ABR) data report to the public and local partners. What is your anticipated outcome?	a 1.2.2 <input type="checkbox"/> Build capacity of local MCAH workforce to promote protective adolescent sexual health practices by disseminating information, resources, and training opportunities. What is your anticipated outcome?	a 1.3.2 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?
a 1.1.3 <input type="checkbox"/> Other (Please Specify/Optional): What is your anticipated outcome?	a 1.2.3 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	a 1.3.3 <input type="checkbox"/> Other (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Adolescent Domain	
Adolescent Priority Need: Enhance strengths, skills and supports to promote positive development and ensure youth are healthy and thrive. <i>Adolescent Focus Area 2: Improve awareness of and access to youth-friendly services for all adolescents in California.</i>	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 10: Percent of adolescents, ages 12 through 17, with a preventive medical visit in the past year. ESM 10.1: Percent of AFLP participants who received a referral for preventive services.
Adolescent State Objective 2: By 2025, increase the percent of adolescents 12 -17 with a preventive medical visit in the past year from 59.8% (NSCH 2020-2021) to 83.8%.	
Adolescent State Objective 2: Strategy 1: Lead to develop and implement best practices in CDPH/MCAH funded programs to support youth with accessing youth-friendly preventative care, sexual and reproductive health care, and mental health care.	Adolescent State Objective 2: Strategy 2: Partner to increase the quality of preventive care for adolescents in California.
Local Activities for Adolescent Objective 2: Strategy 1	Local Activities for Adolescent Objective 2: Strategy 2
a 2.1.1 <input type="checkbox"/> Implement evidence-based screening tools or evidence-informed assessments to connect adolescents in Local MCAH programs to needed services. What is your anticipated outcome?	a 2.2.1 <input type="checkbox"/> Partner with CDPH/MCAH to disseminate tools and resources to improve the quality and accessibility of adolescent health care in their communities. What is your anticipated outcome?
a 2.1.2 <input type="checkbox"/> Lead the development of a community resources map that links referrals to services for young people. What is your anticipated outcome?	a 2.2.2 <input type="checkbox"/> Other (Please Specify/Optional): What is your anticipated outcome?
a 2.1.3 <input type="checkbox"/> Partner to disseminate adolescent preventive care recommendations to improve the quality of adolescent health services.	a 2.2.3 <input type="checkbox"/> Other local activity (Please Specify/Optional):

What is your anticipated outcome?	What is your anticipated outcome?
a 2.1.4 <input type="checkbox"/> Implement referrals to youth-friendly preventive care, mental health care, and sexual and reproductive health care, including the California’s Family Planning, Access, Care and Treatment program. What is your anticipated outcome?	a 2.2.4 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Adolescent Domain		
Priority Need: Enhance strengths, skills and supports to promote positive development and ensure youth are healthy and thrive. <i>Adolescent Focus Area 3: Improve social, emotional, and mental health and build resilience among all adolescents in California.</i>		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 10: Percent of adolescents, ages 12 through 17, with a preventive medical visit in the past year. ESM 10.1: Percent of AFLP participants who received a referral for preventive services.	
Adolescent State Objective 3: By 2025, increase the percent of adolescents aged 12-17 who have an adult in their lives with whom they can talk to about serious problems from 76.7% (NSDUH 2018-2019) to 79.7%.		
Adolescent State Objective 3: Strategy 1: Lead to strengthen resilience among expectant and parenting adolescents to improve health, social, and educational outcomes.	Adolescent State Objective 3: Strategy 2: Partner to identify opportunities to build protective factors for adolescents at the individual, community, and systems levels.	Adolescent State Objective 3: Strategy 3: Partner to strengthen knowledge and skills among providers, individuals, and families to identify signs of distress and mental health related needs among adolescents.
Local Activities for Adolescent Objective 3: Strategy 1	Local Activities for Adolescent Objective 3: Strategy 2	Local Activities for Adolescent Objective 3: Strategy 3
a 3.1.1 <input type="checkbox"/> Partner with CDPH/MCAH to utilize evidence-based tools and resources, such as the Positive Youth Development (PYD) Model, to build youth resiliency to improve health, social, and educational outcomes among expectant and parenting youth. What is your anticipated outcome?	a 3.2.1 <input type="checkbox"/> Conduct a Positive Youth Development (PYD) Organizational Assessment to build agency capacity to engage and promote youth leadership and youth development. What is your anticipated outcome?	a 3.3.1 <input type="checkbox"/> Identify local needs and assets relating to adolescent mental health. What is your anticipated outcome?
a 3.1.2 <input type="checkbox"/> Lead or participate on an Adolescent Family Life Program’s (AFLP) Local Stakeholder Coalition (if AFLP exists in the county). What is your anticipated outcome?	a 3.2.2 <input type="checkbox"/> Establish or join a local youth advisory board to incorporate youth voice and feedback into local MCAH health programs and initiatives. What is your anticipated outcome?	a 3.3.2 <input type="checkbox"/> Partner with or join local adolescent health coalitions and co-develop a plan to improve adolescent mental health and well-being. What is your anticipated outcome?

a 3.1.3 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	a 3.2.3 <input type="checkbox"/> Partner with local community agencies to understand and promote efforts to improve youth engagement and leadership opportunities. What is your anticipated outcome?	a 3.3.3 <input type="checkbox"/> Partner to disseminate training opportunities and resources related to adolescent mental health and well-being. What is your anticipated outcome?
a 3.1.4 <input type="checkbox"/> Other (Please Specify/Optional): What is your anticipated outcome?	a 3.2.4 <input type="checkbox"/> Other (Please Specify/Optional): What is your anticipated outcome?	a 3.3.4 <input type="checkbox"/> Other (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.



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

July 9, 2024

Reference ID:
2024-492

Modification No. 4 of Subcontract with Advocates for Human Potential for implementation of Crisis Care Mobile Unit services Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Melissa Best-Baker, Deputy Director - Fiscal
Oversight and Special Operations

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve Modification No. 4 to the agreement between the County of Inyo and Advocates for Human Potential, Inc. (AHP) of Pasadena, CA, increasing the contract to an amount not to exceed \$1,235,684.00, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Department of Health Care Services (DHCS) added a mobile crisis team benefit for all Medi-Cal beneficiaries that Inyo must begin implementing by July 1, 2024. DHCS has contracted with Advocates for Human Potential to act as a technical assistance provider and funding intermediary to assist counties with planning and implementation of this new benefit.

Mobile crisis services are designed to provide relief to beneficiaries experiencing a behavioral health crisis, including through deescalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. While mobile crisis services are intended to support an integrated approach to responding to both mental health and substance-use related crises, this benefit is not intended to replace emergency medical services for medical emergencies. Mobile crisis services include warm handoffs to appropriate settings and providers when the beneficiary requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and support, as needed; and short-term follow-up support to help ensure the crisis is resolved and the beneficiary is connected to ongoing care.

The Subcontract Agreement with the Advocates for Human Potential, Inc. (AHP) was approved by the Board on March 1, 2022 for \$200,000 for planning of the Crisis Care Mobile Unit Program (CCMU). Planning was completed February 14, 2023 with the submission of an application for an additional \$300,000 to implement the CCMU Program. Inyo County HHS has been allocated, through the Modification #2 to the Subcontract Agreement the additional funds to begin the implementation of the CCMU program.

We then received Modification #3 in the amount of \$485,684.00 for the implementation of the State required crisis care mobile services. HHS will utilize the additional funds to, in part, purchase a vehicle that will be equipped to allow crisis-response staff to deliver field-based services in Inyo County. Implementation funds will also be used to partially cover administrative and personnel cost for the CCMU team.

Inyo County HHS applied and received an additional \$250,000 for staff time to implement the CCMU program. The Department respectfully requests your Board ratify and approve this amendment.

FISCAL IMPACT:

Funding Source	Grant Funded (State grant)	Budget Unit	045200
Budgeted?	Yes	Object Code	4499
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
\$250,000 which will cover costs for staff time during the implementation of the CCMU program.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If Modification No. 4 to the Subcontract Agreement is not approved, the County will lose the opportunity to pay for staff time during the implementation of the Crisis Care Mobile Unit.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Local hospitals, schools, law enforcement agencies and probation, the county's re-entry program, behavioral health programs, county prevention programs, and other non-profit organizations.

ATTACHMENTS:

1. Subcontract Agreement Modification No. 4

APPROVALS:

Melissa Best-Baker	Created/Initiated - 6/17/2024
Darcy Ellis	Approved - 6/18/2024
Gina Ellis	Approved - 6/23/2024
Keri Oney	Approved - 6/24/2024
John Vallejo	Approved - 6/27/2024
Amy Shepherd	Approved - 6/27/2024
Nate Greenberg	Final Approval - 6/29/2024

Modification #4 to Subcontract Agreement

Subcontract ID: 7460-CA MOBILE CRISIS (CCMU-IMPL)-INYO-01G

Subcontract Effective Date: As of September 15, 2021

Extension/ Modification Date: Effective as of December 31, 2023

Subcontractor: **COUNTY OF INYO ("INYO")**
ATTN: Anna Scott
Director Inyo County Health & Human Services
1360 North Main Street, Suite 124, Bishop, CA 93514
Phone: (760) 873-3305
Email address: ascott@inyocounty.us

Prime Contract ID: **Client: California Department of Health Care Services**
Agreement No.: 21-10349
Contract Title: "Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"

AHP Staff Contact(s): **AHP Project Director:** Monica Reeves
Tel: (978) 261-1483 (o)/ mreeves@ahpnet.com

Recitals:

WHEREAS, the parties wish to make certain written changes to this Subcontract 7460-CA MOBILE CRISIS (CCMU-IMPL)-INYO-01G, pursuant to the CHANGES AND MODIFICATIONS clause (SECTION 7) under this Subcontract; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the Agreement is modified as follows:

1. Direct Services *Mental Health Block Grant* ("MHBG") funding has been added to the Subcontract Deliverables, in the total amount of **TWO HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00)**, distributed as follows:
 - (a) Quarters 11, 12, 13, 14, and 15, each in the amount of FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00).
2. Consideration under the Subcontract is increased by **TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00)** for a new total of **ONE MILLION TWO HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS AND NO CENTS (\$1,235,684.00)**.
3. The **Revised** Statement of Work ("SOW"), attached hereto as Attachment D and incorporated herein, shall replace the previous SOW set forth in the Subcontract.
4. The **Revised** Payment Schedule, attached hereto as Attachment E and incorporated herein, shall replace the previous Payment Schedule set forth in the Subcontract.

5. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/ Modification as though an original inked signature.
6. All other terms and conditions of the Subcontract Agreement remain unchanged and in effect.

THIS MODIFICATION CONSISTS OF **TWO (2)** TYPEWRITTEN PAGE(S),
TOGETHER WITH THE FOLLOWING DOCUMENTS INCORPORATED HEREIN:

<input checked="" type="checkbox"/>	ATTACHMENT D	REVISED STATEMENT OF WORK
<input checked="" type="checkbox"/>	ATTACHMENT E	REVISED PAYMENT SCHEDULE

IN WITNESS THEREOF, the parties have executed this Modification as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC.	COUNTY OF INYO
<i>Signature:</i>	<i>Signature:</i>
<i>Name:</i> CHARLES GALLAND	<i>Printed Name:</i>
<i>Title:</i> GENERAL COUSEL	<i>Title:</i>
<i>Date:</i>	<i>Date:</i>

ATTACHMENT D **REVISED STATEMENT OF WORK**

7460-CA MOBILE CRISIS (CCMU-IMPL)-INYO-01G MOD #4

Item	Time Period	Description/Equipment/Deliverable	Amount	Due Date
1-7	Covering Quarters 2-9 September 1, 2021 – December 31, 2023	Equipment and/or Deliverables are incorporated by reference herein, and are deemed completed, subject to invoicing of Quarter 9.		December 31, 2023 Completed
Years 1 and 2, and Year 3 Partial (July 1, 2021 – December 31, 2023) Subtotal:			\$224,603.00	

Item	Billing Code	Description/Deliverable	Amount	Due Date
8.	7460.01-002-0000 Quarter 10 January 1, 2024 – March 31, 2024	<p>Behavioral Health Continuum Infrastructure Program (BHCIP) Funds:</p> <p>Equipment/Property Purchases: FIVE THOUSAND FOUR HUNDRED EIGHTY DOLLARS AND NO CENTS (\$5,480.00).</p> <ul style="list-style-type: none"> One (1) safety vest at TEN DOLLARS AND NO CENTS (\$10.00). One (1) first aid kit at ONE HUNDRED DOLLARS AND NO CENTS (\$100.00). One (1) winter jacket at ONE HUNDRED THIRTY DOLLARS AND NO CENTS (\$130.00). One (1) crampon at ONE HUNDRED DOLLARS AND NO CENTS (\$100.00). One (1) flashlight at SIXTY DOLLARS AND NO CENTS (\$60.00). One (1) headlamp at SIXTY DOLLARS AND NO CENTS (\$60.00). Batteries at SIXTY DOLLARS AND NO CENTS (\$60.00). Forty (40) rain ponchos at EIGHTEEN DOLLARS AND NO CENTS each, for a total of SEVEN HUNDRED TWENTY DOLLARS AND NO CENTS (\$720.00). Twelve (12) traffic cones at THIRTY-FIVE DOLLARS AND NO CENTS (\$35.00) each, for a total of FOUR HUNDRED TWENTY DOLLARS AND NO CENTS (\$420.00). Eight (8) traffic flashers at FORTY DOLLARS AND NO CENTS (\$40.00) each, for a total of THREE HUNDRED TWENTY DOLLARS AND NO CENTS (\$320.00). One (1) police scanner at THREE HUNDRED 	\$5,480.00	March 31, 2024

		<p>DOLLARS AND NO CENTS (\$300.00).</p> <ul style="list-style-type: none"> Four (4) field radios at EIGHT HUNDRED TWENTY DOLLARS AND NO CENTS (\$800.00) each, for a total of THREE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$3,200.00). <p>Activities/Deliverables That Build the CCMU Infrastructure:</p> <p>a. Vehicle-related costs for CCMU: TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS (\$2,850.00).</p> <ul style="list-style-type: none"> Purchase fuel and maintenance for two (2) CCMU vehicles. <p>b. Dispatch of CCMU teams: THREE THOUSAND NINETY-SIX DOLLARS AND NO CENTS (\$3,096.00).</p> <ul style="list-style-type: none"> Ongoing compensation for HHS staff members time for dispatch services. <p>c. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs: FOUR THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$4,699.00).</p> <ul style="list-style-type: none"> Ongoing compensation for Wellness Center Supervisor. <p>d. Marketing for CCMU services: NINETY-ONE THOUSAND FOUR HUNDRED FIFTY-TWO DOLLARS AND NO CENTS (\$91,452.00).</p> <ul style="list-style-type: none"> Purchase radio ads, brochures, newspaper ads for marketing purposes and social media campaigns. <p>Purchase promotional items for outreach purposes at community events.</p> <p>e. Data collection, analysis, and quarterly reporting for CCMU: TWO THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS (\$2,285.00).</p> <ul style="list-style-type: none"> Ongoing compensation for two staff time for data collections, analysis, and quarterly reporting. Attend monthly coaching calls, learning collaboratives and submit quarterly report. 	\$104,382.00	
9.	7460.01-002-0000 Quarter 11 April 1, 2024 – June 30, 2024	<p>Behavioral Health Continuum Infrastructure Program (BHCIP) Funds:</p> <p>Equipment/Property Purchases: TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$225,000.00).</p> <ul style="list-style-type: none"> One (1) Customized van w/ modifications. 	\$225,000.00	June 30, 2024

		<i>Activities/Deliverables That Build the CCMU Infrastructure:</i> a. Vehicle-related costs for CCMU: TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS (\$2,850.00). <ul style="list-style-type: none"> Purchase fuel and maintenance for two (2) CCMU vehicles. b. Dispatch of CCMU teams: THREE THOUSAND NINETY-SIX DOLLARS AND NO CENTS (\$3,096.00). <ul style="list-style-type: none"> Ongoing compensation for two (2) HHS Specialist; staff time for dispatch services. c. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs: FOUR THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$4,699.00). <ul style="list-style-type: none"> Ongoing compensation for Wellness Center Supervisors. d. Marketing for CCMU services: FIFTY-EIGHT THOUSAND THREE HUNDRED NINETY DOLLARS AND NO CENTS (\$58,390.00). <ul style="list-style-type: none"> Purchase radio ads, brochures, newspaper ads for marketing purposes and social media campaigns. Purchase CCMU promotional items for outreach at community events. e. Trainings: TWENTY-SIX THOUSAND THIRTY-SIX DOLLARS AND NO CENTS (\$26,036.00). <ul style="list-style-type: none"> Purchase fee for Crisis Response Staff to obtain train the trainer certifications in Crisis Response (CR), Mental Health Emergency (MHE) Training & 5150 training. Purchase training materials and supplies for Crisis Response Training and Mental Health Emergency training for community volunteers. f. Data collection, analysis, and quarterly reporting for CCMU: TWO THOUSAND SEVEN HUNDRED NINE DOLLARS AND NO CENTS (\$2,709.00). <ul style="list-style-type: none"> Ongoing compensation for two (2) staff time for data collections, analysis, and quarterly reporting. Attend all CCMU coaching calls and learning collaboratives. 	\$97,780.00	
	7460.01-006-0000	<i>DIRECT SERVICES (MHBG Funds):</i> <i>Deliver Mobile Crisis Response Services Through 1 teams:</i> <i>The grantee shall provide salary and benefits to mobile crisis team members.</i>	\$50,000.00	
Partial Year 3 (Quarters 10 and 11) Subtotal:			\$482,642.00	

10.	7460.01-002-0000 Quarter 12 July 1, 2024 – September 30, 2024	Behavioral Health Continuum Infrastructure Program (BHICIP) Funds: Activities/Deliverables That Build the CCMU Infrastructure: <ul style="list-style-type: none"> a. Vehicle-related costs for CCMU: TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS (\$2,850.00). <ul style="list-style-type: none"> • Purchase fuel and maintenance for two CCMU vehicles. b. Dispatch of CCMU teams: THREE THOUSAND NINETY-SIX DOLLARS AND NO CENTS (\$3,096.00). <ul style="list-style-type: none"> • Ongoing compensation for two (2) HHS Specialists. c. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs: FOUR THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$4,699.00). <ul style="list-style-type: none"> • Ongoing compensation for Wellness Center Supervisors. d. Marketing for CCMU services: FIFTY-EIGHT THOUSAND THREE HUNDRED NINETY DOLLARS AND NO CENTS (\$58,390.00). <ul style="list-style-type: none"> • Purchase radio ads, brochures, newspaper ads for marketing purposes and social media campaigns. • Purchase CCMU promotional items for outreach purchases at community events. e. Data collection, analysis, and quarterly reporting for CCMU: TWO THOUSAND SEVEN HUNDRED NINE DOLLARS AND NO CENTS (\$2,709.00). <ul style="list-style-type: none"> • Ongoing compensation for two staff time for data collections, analysis, and quarterly reporting. • Attend all CCMU coaching calls and learning collaboratives. 	\$71,744.00	September 30, 2024
	7460.01-006-0000	DIRECT SERVICES (MHBG Funds): Deliver Mobile Crisis Response Services Through 1 teams: <i>The grantee shall provide salary and benefits to mobile crisis team members.</i>	\$50,000.00	
11.	7460.01-002-0000 Quarter 13 October 1, 2024 – December 31, 2024	Behavioral Health Continuum Infrastructure Program (BHICIP) Funds: Equipment/Property Purchases: ONE THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$1,900.00).	\$1,900.00	December 31, 2024

		<ul style="list-style-type: none"> • General Office Supplies (pens, pencils, highlighters, staplers, printer paper, etc.) at ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00). • One (1) Wi-Fi hotspot at NINE HUNDRED DOLLARS AND NO CENTS (\$900.00). <p>Activities/Deliverables That Build the CCMU Infrastructure:</p> <ul style="list-style-type: none"> a. Vehicle-related costs for CCMU: TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS (\$2,850.00). <ul style="list-style-type: none"> • Purchase fuel and maintenance for two (2) vehicles. b. Trainings: TWENTY THOUSAND THIRTY-SEVEN DOLLARS AND NO CENTS (\$20,037.00). <ul style="list-style-type: none"> • Purchase fee for crisis staff to complete Crisis Response Training & complete 5150 training certification courses. • Purchase training materials and supplies for crisis response and 5150 training to community partners. c. Dispatch of CCMU teams: THREE THOUSAND NINETY-SIX DOLLARS AND NO CENTS (\$3,096.00). <ul style="list-style-type: none"> • Ongoing salary for two (2) HHS Specialists time for dispatch services. d. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs: FOUR THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$4,699.00). <ul style="list-style-type: none"> • Ongoing salary for Wellness Center Supervisor. e. Marketing for CCMU services: FIFTY-EIGHT THOUSAND THREE HUNDRED NINETY DOLLARS AND NO CENTS (\$58,390.00). <ul style="list-style-type: none"> • Purchase radio ads, brochures, newspaper ads for marketing purposes and social media campaign. • Purchase CCMU promotional items for outreach purposes at community events. Post to social media and promotional items. f. Data collection, analysis, and quarterly reporting for CCMU: TWO THOUSAND SEVEN HUNDRED NINE DOLLARS AND NO CENTS (\$2,709.00). <ul style="list-style-type: none"> • Ongoing salary for two (2) staff time for data collections, analysis, and quarterly reporting. • Attend all CCMU coaching calls and learning collaboratives. 	\$91,781.00	
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	7460.01-006-0000	<i>DIRECT SERVICES (MHBG Funds):</i> <i>Deliver Mobile Crisis Response Services Through 1 teams:</i> <i>The grantee shall provide salary and benefits to mobile crisis team members.</i>	\$50,000.00	
12.	7460.01-002-0000 Quarter 14 January 1, 2025 – March 31, 2025	<i>Behavioral Health Continuum Infrastructure Program (BHCIP) Funds:</i> <i>Activities/Deliverables That Build the CCMU Infrastructure:</i> <ol style="list-style-type: none"> Vehicle-related costs for CCMU: THREE THOUSAND DOLLARS AND NO CENTS (\$3,000.00). <ul style="list-style-type: none"> Purchase fuel and maintenance for two (2) vehicles. Dispatch of CCMU teams: THREE THOUSAND NINETY-SIX DOLLARS AND NO CENTS (\$3,096.00). <ul style="list-style-type: none"> Ongoing salary for two (2) HHS Specialists; time for dispatch services. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs: FOUR THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$4,699.00). <ul style="list-style-type: none"> Ongoing salary for Wellness Center Supervisor. Marketing for CCMU services: FIFTY-EIGHT THOUSAND THREE HUNDRED NINETY DOLLARS AND NO CENTS (\$58,390.00). <ul style="list-style-type: none"> Purchase radio ads, brochures, newspaper ads for marketing purposes and social media campaigns. Purchase promotional items for outreach at community events. Data collection, analysis, and quarterly reporting for CCMU: TWO THOUSAND SEVEN HUNDRED NINE DOLLARS AND NO CENTS (\$2,709.00). <ul style="list-style-type: none"> Ongoing salary for two (2) staff time for data collections, analysis, and quarterly reporting. Attend all CCMU coaching calls and learning collaboratives. <i>DIRECT SERVICES (MHBG Funds):</i> <i>Deliver Mobile Crisis Response Services Through 1 teams:</i> <i>The grantee shall provide salary and benefits to mobile crisis team members.</i>	\$71,894.00	March 31, 2025
	7460.01-006-0000	<i>DIRECT SERVICES (MHBG Funds):</i> <i>Deliver Mobile Crisis Response Services Through 1 teams:</i> <i>The grantee shall provide salary and benefits to mobile crisis team members.</i>	\$50,000.00	
13.	7460.01-002-0000 Quarter 15 April 1, 2025 – June 30, 2025	<i>BASE ALLOCATION INFRASTRUCTURE Behavioral Health Continuum Infrastructure Program (BHCIP) Funds:</i>		June 30, 2025

		Activities/Deliverables That Build the CCMU Infrastructure: <ul style="list-style-type: none"> a. Dispatch of CCMU teams: TWO THOUSAND SEVEN HUNDRED NINE DOLLARS AND NO CENTS (\$2,709.00). <ul style="list-style-type: none"> • Ongoing compensation for two (2) HHS Specialists; time for dispatch services. b. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs: FOUR THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$4,699.00). <ul style="list-style-type: none"> • Ongoing compensation for Wellness Center Supervisors. c. Trainings: TWENTY-THREE THOUSAND THIRTY-SEVEN DOLLARS AND NO CENTS (\$23,037.00). <ul style="list-style-type: none"> • Purchase fee for crisis team to complete Crisis Response Training & 5150 training certification courses. • Purchase training materials and supplies for Crisis Response Training and 5150 training to community partners. d. Marketing for CCMU services: FIFTY-EIGHT THOUSAND THREE HUNDRED NINETY DOLLARS AND NO CENTS (\$58,390.00). <ul style="list-style-type: none"> • Purchase radio ads, brochures, newspaper ads for marketing purposes and social media campaigns. • Purchase promotional items for outreach purposes for community events. e. Data collection, analysis, and quarterly reporting for CCMU: TWO THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS (\$2,285.00). <ul style="list-style-type: none"> • Ongoing compensation for two (2) staff time for Data Collections, analysis, and quarterly reporting. • Attend all CCMU coaching calls, learning collaboratives and submit quarterly report. 	\$91,120.00	
	7460.01-006-0000	DIRECT SERVICES (MHBG Funds): Deliver Mobile Crisis Response Services Through 1 teams: <i>The grantee shall provide salary and benefits to mobile crisis team members.</i>	\$50,000.00	
Year 4 Subtotal:			\$578,439.00	

SUMMARY

Years 1 and 2, and Year 3 Partial (Quarters 2 - 9) Subtotal:	\$224,603.00
Partial Year 3 (Quarters 10 and 11) Subtotal:	\$482,642.00
Year 4 (Quarters 12 - 15) Subtotal:	\$528,439.00
SUBCONTRACT GRAND TOTAL	\$1,235,684.00

ATTACHMENT E
REVISED PAYMENT SCHEDULE
7460-CA MOBILE CRISIS (CCMU-IMPL)-INYO-01G- MOD #4

Description	Invoice Description	Amount Estimated
Equipment	Upon Completion of purchase with receipt for goods/equipment	\$13,400.00 (BHCIP) \$10,519.00 (BHCIP) \$5,480.00 (BHCIP) \$225,000.00 (BHCIP) \$1,900.00 (BHCIP)
Total Equipment		\$256,299.00

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 2: January 1, 2022 – March 31, 2022.	Progress Report detailing progress made towards Deliverable 1 (CRRSAA funds).	\$39,000.00
Quarter 3: April 1, 2022 – June 30 2022.	Progress Report detailing progress made towards Deliverable 2 (CRRSAA funds).	\$37,000.00
Quarter 4: July 1, 2022 – September 30, 2022.	Progress Report detailing progress made towards Deliverable 3 (CRRSAA funds).	\$36,500.00
Quarter 5: October 1, 2022 – December 31, 2022.	Progress Report detailing progress made towards Deliverable 4 (CRRSAA funds).	\$36,000.00
Quarter 6: January 1, 2023 – March 31, 2023.	Progress Report detailing progress made towards Deliverable 5 (CRRSAA funds).	\$21,400.00
Quarter 8: July 1 2023 – September 30, 2023.	Progress Report detailing progress made towards Deliverable 6.	\$6,252.00
Quarter 9: October 1, 2023 – December 31, 2023.	Progress Report detailing progress made towards Deliverable 7.	\$24,532.00
Quarter 10: January 1, 20/24 – March 31, 2024.	Progress Report detailing progress made towards Deliverable 8.	\$104,382.00
Quarter 11: April 2, 2024 – June 30, 2024.	Progress Report detailing progress made towards Deliverable 9.	\$97,780.00
Quarter 11: April 1, 2024 – June 30, 2024.	Progress Report detailing progress made towards Deliverable 9 (MHBG).	\$50,000.00
Quarter 12: July 1, 2024 – September 30, 2024.	Progress Report detailing progress made towards Deliverable 10	\$71,744.00
Quarter 12: July 1, 2024 – September 30, 2024.	Progress Report detailing progress made towards Deliverable 10 (MHBG).	\$50,000.00
Quarter 13: October 1, 2024 – December 31, 2024.	Progress Report detailing progress made towards Deliverable 11	\$91,781.00
Quarter 13: October 1, 2024 – December 31, 2024.	Progress Report detailing progress made towards Deliverable 11 (MHBG).	\$50,000.00
Quarter 14: January 1, 2025 – March 31, 2025.	Progress Report detailing progress made towards Deliverable 12	\$71,894.00
Quarter 14: January 1, 2025 – March 31, 2025.	Progress Report detailing progress made towards Deliverable 12 (MHBG).	\$50,000.00
Quarter 15: April 1, 2025 – June 30, 2025.	Progress Report detailing progress made towards Deliverable 13	\$91,120.00

Quarter 15: April 1, 2025 – June 30, 2025.	Progress Report detailing progress made towards Deliverable 13 (MHBG).	\$50,000.00
Total Deliverables and Other Directs		\$979,385.00
Total Deliverables, Other Direct and Equipment		\$1,235,684.00



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

July 9, 2024

Reference ID:
2024-469

Maternal Child Adolescent Health (MCAH) California Home Visiting Program (CHVP) Agreement Health & Human Services - First 5 ACTION REQUIRED

ITEM SUBMITTED BY

Katelyne Lent, First 5 Program Manager

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. CHVP SGF EBHV 24-14 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, 2024 through June 30, 2025, contingent upon the Board's adoption of the Fiscal Year 2024-2025 Budget, and authorize the HHS Director to sign the Agreement Funding Application.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Maternal Child and Adolescent Health (MCAH) California Home Visiting Program (CHVP) provides new, on-going funding to continue and expand evidence-based home visiting services to families in Inyo County. The funds will support existing staff to provide home visiting services to overburdened families who are at risk for Adverse Childhood Experiences (ACEs), including child maltreatment, domestic violence, substance use disorder and mental health related issues. Home visiting gives parents the tools and know-how to independently raise their children. It's a preventive intervention focused on promoting positive parenting and child development. Decades of research on home visiting shows that home visits by a trained professional during pregnancy and in the first few years of life improves the lives of children and families. Giving children a solid start in their first few years of life increases the opportunity for a brighter, more prosperous future. The Department respectfully requests your Board's approval to continue maintaining access to home visiting services.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Public Health)	Budget Unit	613595
Budgeted?	Yes	Object Code	4498
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
\$412,058 for the period of July 1, 2024 through June 30, 2025			
Future Fiscal Year Impacts			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this on-going funding for evidence-based home visiting program that provides early interventions for families in Inyo County. Doing so would reduce the Department's ability to maintain this prevention service.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Agreement Funding Application Checklist FY 24-25
2. Agency Information Form FY 24-25
3. Scope of Work
4. Indirect Cost Rate Certification

APPROVALS:

Katelyne Lent	Created/Initiated - 6/5/2024
Darcy Ellis	Approved - 6/5/2024
Katelyne Lent	Approved - 6/6/2024
Stephanie Tanksley	Approved - 6/7/2024
Melissa Best-Baker	Approved - 6/10/2024
Gina Ellis	Approved - 6/11/2024
Anna Scott	Approved - 6/11/2024
Keri Oney	Approved - 6/12/2024
John Vallejo	Approved - 6/14/2024
Amy Shepherd	Approved - 6/28/2024
Nate Greenberg	Final Approval - 6/29/2024

California Home Visiting Program

FY 2024-2025 Agreement Funding Application (AFA) Checklist

Agency Name:

Agreement Number(s):

Program (Check all that apply):

CHVP MIECHV

CHVP EBHV

CHVP INNV 1.0

CHVP INNV 2.0

Board of Supervisor approval/signature required to accept funds? Yes No

Please check the box next to all submitted documents. **All documents must be submitted by email using the required naming convention on page 3.**

1. **AFA Checklist**
2. **Agency Information Form** | Excel version and signed PDF.
3. **Attestation of Compliance with the Sexual Health Education Accountability Act of 2007** | Signed PDF.
4. **TXIX MCF Justification Letter** | See AFA Announcement Letter for items that need to be included in this letter. **Not required if only using base MCF rate.**
5. **Budget Template** | Submit for **each** funding initiative you will be participating in for FY24-25, list all staff (by position) and costs (including projected salaries and benefits, operating and ICR). Multiple tabs for completion include Original Budget and Justifications. Personnel titles must be consistent with the Duty Statements and Organizational Charts.
6. **Indirect Cost Rate (ICR) Certification Form** | Details methodology and components of the ICR for this funding. Please provide a detailed methodology in the box on page 2 of the form of how Indirect Costs are specifically broken out for CHVP.
7. **Duty Statements (DS)** | For all staff listed on each funding initiative budget – Label and number each DS according to the applicable Budget Personnel Line Item and Organization Chart for each funding initiative. Please include which funding initiative the duty statement is applicable to. ****All LHJs new to CHVP will be allowed to submit their DS within 60 days of AFA approval. Please inform your CL and PC if you will *not* be submitting your DS with your AFA submission. Please reach out to your PC for assistance building your DS.**
8. **Organization Chart(s)** | Of the applicable program(s), identifying all staff positions on each of the funding initiative budget(s) including their Line Item number, and the program's relationship to other services for women and children, the local health officer and overall agency.
9. **Scope of Work (SOW)** | Signed PDF for **each** funding initiative you will be participating in for FY24-25.
10. **Annual Inventory** | Forms CDPH 1203 and CDPH 1204 – if not applicable, complete the top of each form and put "N/A" in line items below.
11. **Subcontractor (SubK) Agreement Packages** | If applicable, for all SubKs of \$5,000 or more. Submit Subcontract Agreement Transmittal Form, brief explanation of the award process, 3 competitive quotes (if less than three quotes include the reasoning in the explanation of award process) subcontractor agreement or waiver letter, Subk SOW, FY24-25 Budgets with detailed justifications, SubK Duty Statements, and SubK Organization Chart.

12. **Certification Statement for the Use of Certified Public Funds (CPE)** | Subks with FFP.
13. **Government Agency Taxpayer ID Form** | Form CDPH 9083, signed PDF. Only if remit to address has changed.
14. **Attestation of Compliance** | With the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff.

File Naming Convention

Please save all electronic documents using the required naming convention below:

Agreement # (space) **Document #** (from Checklist above) (space) **Document Name** (from Checklist Above) (space) **MM.DD.YY**

Example for CHVP Program:

CHVP 24-XX 1 AFA Checklist 6.15.24

CHVP24-XX2 Agency Information Form 6.15.24

CHVP 24-XX 3 Attestation of Compliance 6.15.24

CHVP 24-XX 4 TXIX MCF Justification Letter 06.15.24

CHVP 24-XX 5 Budget FY24-25 6.15.24

CHVP 24-XX 6 ICR Certification Form 6.15.24

CHVP 24-XX 7 DS Line 1 6.15.24

CHVP 24-XX 7 DS Line 2 6.15.24

CHVP 24-XX 7 DS Line 3 6.15.24

CHVP 24-XX 8 Org Chart 6.15.24

CHVP 24-XX 9 SOW 6.15.24

CHVP 24-XX 10 CDPH 1203 6.15.24

CHVP 24-XX 10 CDPH 1204 6.15.24

CHVP 24-XX 11 SubK Transmittal 6.15.24

CHVP 24-XX 11 SubK Budget FY24-25 6.15.24

CHVP 24-XX 11 SubK Agreement 6.15.24

CHVP 24-XX 11 SubK Award Process 6.15.24

CHVP 24-XX 12 CPE 6.15.24

CHVP 24-XX 13 CDPH 9083 Govt Agency Taxpayer ID Form 6.15.24

CHVP 24-XX 14 Attestation – TXIX FFP 7.01.24

Please contact your **Contract Liaison (CL)** if you have any questions.

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD
FY 2023-2028**

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are **required to submit information when updates occur** during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each applicable program

CHVP SGF EBHV 24-14

Update Effective Date: _____ (only required when submitting updates)

Federal Employer ID#:

FISCAL ID#:

Complete Official Agency Name:

Business Address:

Agency Phone:

Agency Fax:

Agency Website:

**AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION**

Please enter the agreement or contract number for each of the applicable programs

CHVP SGF EBHV 24-14

Update Effective Date: _____ (only required when submitting updates)

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that this Maternal, Child and Adolescent Health (MCAH) program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration. I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

Original signature of official authorized to commit the Agency to a CHVP Agreement

Signature line:

Name (Print):

Title:

Date:

Original Signature of MCAH Director

Signature line:

Name (Print):

Title:

Date:

CONTACT	FIRST NAME	LAST NAME	TITLE	AUTHORIZED TO SIGN?			PHONE	EMAIL ADDRESS	CHVP INITIATIVE
				BUDGETS	INVOICES	IF YES SELECTED, SIGN			
AGENCY EXECUTIVE DIRECTOR	Anna	Scott	HHS Director	Yes	Yes		760-872-3183	ascott@inyocounty.us	SGF EBHV
MCAH DIRECTOR	Stephanie	Tanksley	Deputy Director of Public Health & Prevention	No	Yes		760-873-7359	stanksley@inyocounty.us	SGF EBHV
PROJECT COORDINATOR	Katelyne	Lent	Program Manager	No	No		760-873-6453	klent@inyocounty.us	SGF EBHV
FISCAL OFFICER	Melissa	Best-Baker	FOSO Deputy Director	Yes	No		760-878-0232	mbestbaker@inyocounty.us	SGF EBHV
FISCAL CONTACT	Joey	Peterson	Administrative Analyst III	No	No		760-878-0246	jpeterson@inyocounty.us	SGF EBHV
CLERK OF THE BOARD or	Darcy	Ellis	Board Clerk	No	No		760-878-0373	dellis@inyocounty.us	SGF EBHV
CHAIR BOARD OF SUPERVISORS	Matt	Kingsley	Board Chair	No	No		760-878-8508	mkingsley@inyocounty.us	SGF EBHV
OFFICIAL AUTHORIZED TO COMMIT AGENCY	Anna	Scott	HHS Director	Yes	Yes		760-878-8508	ascott@inyocounty.us	SGF EBHV
ADDITIONAL CONTACTS									
HHS Assistant Director	Gina	Ellis	HHS Assistant Director	Yes	Yes		760-873-3271	gellis@inyocounty.us	SGF EBHV
									SGF EBHV

All payments from CDPH to the Contractor shall be sent to the following address:

REMITTANCE ADDRESS	
Federal ID #:	0
FISCAL ID #:	0
Contractor:	0
Attention: "Cashier"	
Address:	0
Contact Number:	0
Email:	

Either party may make changes to the information above by giving written notice to the other party.

Said changes shall not require an amendment to this agreement, but will require a new STD204 Payee Data Record or CDPH9083 Government Agency Taxpayer Form.

Always include this remittance address on your invoice.

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

The purpose of this scope of work (SOW) is to provide guidance and outline requirements for implementing early childhood home visiting services in the California Department of Public Health/California Home Visiting Program (CDPH/CHVP) funded by California State General Funds (SGF). CHVP SGF-funded local health jurisdictions (LHJs) may implement and/or expand Healthy Families America (HFA), Nurse-Family Partnership (NFP), Parents as Teachers (PAT), Family Connects, and/or Home Instruction for Parents of Preschool Youngsters (HIPPY) home visiting programs in accordance with State requirements to achieve positive outcomes. The SOW includes the following goals:

1. Provide leadership and structure to implement the California Home Visiting Program (CHVP) in LHJs.
2. Integrate the home visiting program into the local early childhood system.
3. Collect, enter, and report on all required participant data.
4. Provide relief and support with rebuilding and stabilizing for staff and families served by Local MCAH home visiting programs including CHVP Innovation Projects through enhanced training, technology, additional staff costs, and family support materials (Special Support Activities).

Note: ***LHJs may continue to spend up to 25% of the SFY 2024-25 SGF EBHV allocation on Special Support Activities, as outlined in Goal 4, below.***

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
 July 1, 2024- June 30, 2025

Goals, Objectives, Activities, and Deliverables for July 1, 2024 – June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	Objective	Activities	Deliverables
1.1	<p>MCAH Director or designee will provide effective leadership and oversight of CHVP.</p> <p>NOTE: The MCAH Director is required to devote a minimum of 0.05 FTE and a maximum of 0.15 FTE to CHVP oversight, fostering partnerships and collaboration within the LHJ, and directing the local CHVP community advisory board (CAB). The percentage FTE dedicated to CHVP budgets should be deducted from the local MCAH budget to ensure the LHJ does not exceed the MCAH Director FTE Requirements as outlined in the Local MCAH Program P&P Manual. If an MCAH Director cannot meet the requirements of the CHVP SOWs, they can identify a designee, as outlined in the Local MCAH Program P&P. In this</p>	<p>(a) Provide leadership and oversight on all matters related to the development, implementation, operation, administration, evaluation, and reporting for local implementation of home visiting programs following CDPH/CHVP Policies and Procedures (P&P).</p> <p>(b) Attend quarterly CHVP Director calls.</p> <p>(c) Participate in ongoing community advisory board (CAB) Meetings, other local community groups, site visits meetings and conferences as directed.</p>	<p>Submission of:</p> <ul style="list-style-type: none"> • Status Reports • CAB meeting materials • Staffing Reports <p>Participation in:</p> <ul style="list-style-type: none"> • Virtual and/or in-person site visits <p>NOTE: If an LHJ establishes a subcontractor (subK) to deliver home visiting services, an LHJ representative (the CHVP Director when possible and appropriate) must be present during all technical assistance (TA) calls, virtual or in-person visits, and be involved in all programmatic, data, contract, and fiscal communications with CDPH/CHVP. This requirement</p>

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	Objective	Activities	Deliverables
	situation, the designee, who may be identified as an MCAH Coordinator or other position, can act as the responsible party for CHVP, and should be designated as such on the CHVP budget justification.		ensures that the LHJ maintains oversight and direct involvement in all aspects of the contracted services, guaranteeing alignment with CDPH/CHVP standards and expectations. Additionally, no more than 10% of the allocation can be spent on administrative oversight of a subK.
1.2	LHJ leadership and home visitors will implement home visiting services utilizing culturally responsive practices to ensure that all interactions, interventions, and service deliveries effectively meet the diverse needs of the communities served, employing a cultural humility approach.	(a) Review LHJs MCAH Title V Needs Assessment to determine the community's equity needs. (b) Participate in opportunities designed to enhance cultural sensitivity through webinars, trainings, and/or conferences. (c) Provide culturally responsive services that address the identified cultural needs of families (e.g., literacy levels, disabilities, military families, grandparents, tradition, etc.). (d) Provide documents in the family's preferred language, when feasible. Documents should be	Submission of: <ul style="list-style-type: none"> • Status Reports • Staffing Reports • Staff Training Logs

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
 July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.

#	Objective	Activities	Deliverables
		<p>written in no more than an eighth-grade reading level and use plain language.</p> <p>(e) Recruit and hire staff that reflect the community served and/or speak the language of program participants, when possible.</p> <p>(f) As needed, develop and document adaptations that are developmentally, culturally, and linguistically responsive to families, upon approval from model developer and CDPH/CHVP.</p>	
1.3	LHJ leadership will hire, train, and retain staff to comply with selected home visiting model requirements and CDPH/CHVP Policies and Procedures.	<p>(a) Participate in model required trainings related to screening tools, health assessments, reflective supervision, data collection tools, and software.</p> <p>(b) Participate in CHVP site visits as directed by CDPH/CHVP.</p> <p>(c) Maintain full staffing capacity to serve families and adhere to specific model requirements.</p> <p>(d) All staff will sign a confidentiality agreement at the time of hire and annually thereafter.</p>	<p>Submission of:</p> <ul style="list-style-type: none"> • Status Report • Staff training logs and plans • Staffing Reports • Confirmation of signed confidentiality agreement for each staff member

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.

#	Objective	Activities	Deliverables
1.4	LHJ Leadership will ensure the program reaches and maintains contracted Caseload Capacity (CC).	<p>(a) Develop and sustain relationships with appropriate agencies to obtain home visiting participant referrals.</p> <p>(b) Develop a referral triage process for incoming home visiting participants to ensure families are connected with the program that best meets their needs.</p> <p>(c) Ensure each newly enrolled participant receives informed consent and signs a CHVP Participant Consent Form.</p> <p>NOTE: Any LHJ that falls below 85% of the CC for three (3) consecutive months may be required to participate in an Extra Support Plan.</p>	<p>Submission of:</p> <ul style="list-style-type: none"> • Status Reports • Outreach activity Log • Referral triage process outlining referral process (flow chart, logic model, narrative, etc.). • Confirmation of signed CHVP Participant Consent Form for each enrolled participant • Submission of complete and timely participant enrollment data.
1.5	MCAH Director or designee will provide oversight and leadership to ensure selected home visiting model fidelity and quality assurance.	<p>(a) Implement model requirements in accordance with the selected model(s) fidelity standards.</p> <p>(b) LHJs interested in implementing a model-approved adaptation must obtain written</p>	<p>Submission of:</p> <ul style="list-style-type: none"> • Selected model Certificate of Fidelity, Fidelity or Accreditation Report, or similar document demonstrating good standing and model fidelity.

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.

#	Objective	Activities	Deliverables
		approval from CDPH/CHVP prior to implementation.	
1.6	LHJ leadership will develop and implement home visiting policies and procedures (P&P) and follow all applicable MCAH and CHVP P&Ps.	(a) Develop and conduct an annual review of local P&Ps related to home visiting. (b) Conduct an annual review of, and ensure compliance with, CDPH/CHVP P&Ps. (c) Conduct an annual review of, and ensure compliance with, the MCAH Fiscal Administration P&P Manual. (d) Conduct an annual review of, and ensure compliance with, the Local MCAH Programs P&Ps.	Submission of: <ul style="list-style-type: none">• Status Reports• Annual confirmation of review of local and CDPH/CHVP P&Ps

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	Objective	Activities	Deliverables
1.7	LHJ leadership will participate in technical assistance (TA) and Continuous Quality Improvement (CQI) projects and activities to support program implementation and improvement goals.	(a) Participate in TA meetings and quality improvement activities as directed by CDPH/CHVP. (b) Utilize the CAB to inform and address quality improvement projects and decisions. (c) Utilize data to inform and improve program activities.	Submission of: <ul style="list-style-type: none">• Status Reports• CAB meeting materials• CQI Plans, data, and information Participation in: <ul style="list-style-type: none">• Quarterly TA meetings

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

Goal 2: Integrate the home visiting program into the local early childhood system.			
#	Objective	Activities	Deliverables
2.1	MCAH Director or designee will collaborate with local early childhood system partners to ensure a continuum of services for families.	(a) Maintain a CAB that includes local early childhood system partners and meets at least quarterly to establish appropriate linkages to referral and service systems. (b) Meet and work with other local early childhood system and community partners to coordinate services to families.	Submission of: <ul style="list-style-type: none"> • Status Reports • CAB meeting materials • MOUs and/or information written agreements
2.2	MCAH Director or designee will pursue, develop, and maintain relationships with local service agencies and referral resources to facilitate participant recruitment.	(a) Develop Memoranda of Understanding (MOU) and/or informal written agreements (e.g., letters of support) with community agencies and service providers.	Submission of: <ul style="list-style-type: none"> • Status Reports • MOUs and/or informal written agreements • Outreach logs

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
 July 1, 2024- June 30, 2025

Goal 3: Collect, enter, and report on all required participant data.			
#	Objective	Activities	Deliverables
3.1	LHJ leadership, home visitors, and data support staff will maintain clean and compliant data.	(a) Accurately collect and submit participant data using selected home visiting model and CHVP-required documents. (b) Ensure accuracy and completeness of data input into designated data systems using data quality reports and monitoring. (c) NFP LHJs will coordinate data system requirements with the NFP National Service Office. (d) HFA LHJs will coordinate with the CHVP Data Team to establish buildout/modification in Efforts to Outcomes (ETO) data system and will comply with all CHVP HFA Data Collection Manual requirements. (e) PAT LHJs will coordinate data system requirements with the PAT National Office for use of the Penelope or Visit Tracker Web data system(s)	<ul style="list-style-type: none"> • Submission of timely and accurate data on participant demographics, service utilization, and performance measures, according to, and with fidelity to, the selected home visiting model guidelines and CHVP requirements. • Participate in regular technical assistance calls and site visits with CDPH/CHVP staff.

Contract #/LHJ Name:
California Home Visiting Program – SGF EBHV



California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

Goal 3: Collect, enter, and report on all required participant data.			
#	Objective	Activities	Deliverables
		(f) Collect and enter participant data into designated data systems within seven working days, or as required by the selected home visiting model. (g) Provide and/or coordinate with data collection system owners to provide monthly enrollment and other requested reports to CDPH/CHVP as needed.	

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

Goal 4 (if applicable): Provide relief and support with rebuilding and stabilizing for staff and families served by Local MCAH home visiting programs, including CHVP Innovation Projects, through enhanced training, technology, additional staff costs, and family support materials.

#	Objective	Activity	Deliverable
4.1	<p>LHJ leadership will monitor the use of funds for Special Support Activities.</p> <p>NOTE: LHJs can spend up to 25% of the FY 2024-25 SGF EBHV allocation on Special Support Activities.</p>	<p>(a) Additional Staff Costs: Fund staff costs associated with providing home visits or administration for programs, including incentive bonuses or overtime pay that supports individual employees.</p> <p>(b) Training: Fund additional training opportunities that address the needs of families, including but not limited to health equity, reproductive justice, social determinants of health, etc.</p> <p>(c) Technology: Fund and distribute the necessary technological means for participant families and staff.</p> <p>(d) Family Support Materials: Fund the purchase of necessary support materials, including diapers, diapering supplies, gift cards, and prepaid grocery cards to participating families for the purpose of providing extra support.</p>	<p>Submission of:</p> <ul style="list-style-type: none"> • Special Support Activity Report <p>Additional Staff Costs:</p> <ul style="list-style-type: none"> ○ Number of staff (not FTE) receiving incentive or other pay ○ Total amount spent on Additional Staff Costs ○ Explanation of fund use <p>Training:</p> <ul style="list-style-type: none"> ○ Name and date of training. ○ Purpose and description of training ○ Name and number of staff participating in training ○ Costs associated with training, including travel <p>Technology:</p> <ul style="list-style-type: none"> ○ Hardware or software purchased ○ Number of families receiving technology

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

Goal 4 (if applicable): Provide relief and support with rebuilding and stabilizing for staff and families served by Local MCAH home visiting programs, including CHVP Innovation Projects, through enhanced training, technology, additional staff costs, and family support materials.

			<ul style="list-style-type: none">○ Number of staff receiving technology Family Support Materials: <ul style="list-style-type: none">○ Type and number of gift cards purchased and distributed○ Type and number of prepaid grocery cards purchased and distributed.○ Number of families receiving diapers and diapering supplies○ Information about “other” Family Support Materials purchased
4.2	LHJ leadership will maintain clean and compliant special support activity data, per CHVP guidelines.	(a) Collect, maintain, and report use of Special Support funds as outlined in CHVP Special Support Activity guidance.	Submission of: <ul style="list-style-type: none">● Special Support Activity Report● Additional documentation upon request

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

Home Visiting Model	Monitoring Channel	Due Date
All reports and documentation must be submitted via SharePoint, unless otherwise directed by CHVP.		
All	Staffing Report	January 15, April 15, July 15, October 15
All	Status Report <ul style="list-style-type: none"> • CAB Roster, Minutes, and Agendas • MOUs or informal agreements with community agencies and service providers • Outreach logs • Training plans and logs • Policies and Procedures • Referral Triage Plan • Confirmation of signed Participant Consent Forms • Confirmation of signed confidentiality agreements for all direct staff • Model Developer Agreement, Accreditation, and/or Affiliation documentation. • Special Support Activity Report 	April 15 and/or October 15 as determined by CDPH/CHVP
Nurse-Family Partnership	Priority Population Survey	April 15 and October 15
All	CQI plans, data, and information	Upon Request

Contract #/LHJ Name:
California Home Visiting Program – SGF EBHV



California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

Home Visiting Model	Monitoring Channel	Due Date
All	Technical assistance calls/meetings	Quarterly (TBD)
All	Site Visit	TBD
All (if applicable)	Special Support Activity Report	April 15 and October 15

NOTE: If compliance standards are not met in a timely manner, CDPH/CHVP may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.

Stephanie Tanksley

MCAH Director Name

Stephanie Tanksley

MCAH Director Signature

Jun 6, 2024

Date






CHVP 24-14 SGF EBHV SOW final

Final Audit Report

2024-06-06

Created:	2024-06-05
By:	Katelyne Lent (klent@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzTldwIHkyI19-DeYxzbF-As8vugqN1EG

"CHVP 24-14 SGF EBHV SOW final" History

-  Document created by Katelyne Lent (klent@inyocounty.us)
2024-06-05 - 11:26:35 PM GMT
-  Document emailed to Stephanie Tanksley (stanksley@inyocounty.us) for signature
2024-06-05 - 11:29:30 PM GMT
-  Email viewed by Stephanie Tanksley (stanksley@inyocounty.us)
2024-06-06 - 3:19:01 PM GMT
-  Document e-signed by Stephanie Tanksley (stanksley@inyocounty.us)
Signature Date: 2024-06-06 - 3:19:35 PM GMT - Time Source: server
-  Agreement completed.
2024-06-06 - 3:19:35 PM GMT



COUNTY OF INYO
CALIFORNIA

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CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: _____

Agency Name: _____

Contract/Agreement Number: _____

Contract Term/Allocation Fiscal Year: _____

1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget

_____ % Fixed Percent of:

☐ Total Personnel Costs

2. LOCAL HEALTH JURISDICTIONS (LHJ)

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

_____ % Fixed Percent of:

☐ Total Personnel Costs

☐ Total Allowable Direct Costs

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

 % Fixed Percent of:

- ☐ Total Personnel Costs (Includes Fringe Benefits)
- ☐ Total Personnel Costs (Excludes Fringe Benefits)
- ☐ Total Allowable Direct Costs

Please provide your agency's detailed methodology by listing all indirect costs, fees and percentages in the box below. (i.e. Insurance -- \$350,000 – 3%)

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please submit this form via email to your assigned Contract Liaison.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available, and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Printed First & Last Name: _____

Title/Position: _____

Signature: _____ Date: _____



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

July 9, 2024

Reference ID:
2024-501

CRAFCO Contract Amendment No. 1

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Cherish Hegi, Administrative Analyst

ITEM PRESENTED BY

Cherish Hegi, Administrative Analyst

RECOMMENDED ACTION:

Approve Amendment No. 1 to the contract between the County of Inyo and CRAFCO of Chandler, AZ, increasing the contract to an amount not to exceed \$83,243.65, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On May 7th, 2024 your Board approved the purchase of mastic material and kettle rental. The sales tax was not included in the bid. With the inclusion of the sales tax, CrafcO is still the lowest bidder. Materials and rental have been received, and road maintenance has begun. The amendment of this contract serves a public purpose in that it allows both parties to correct an inadvertent mistake in tabulating the total contract amount and allows the County to continue to receive materials and equipment rentals from CrafcO.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes	Object Code	5309/5281
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
The kettle rental will extend into next fiscal year. These funds will be encumbered.			
Additional Information			

Materials will be paid out of 5309 in the amount of \$61,440.44 and the kettle rental will be paid out of 5281 in the amount of \$21,803.12.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this increase to the contract agreement. This is not recommended, as the product has been received and used for needed road maintenance.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. CRAFCO Contract
2. CRAFCO Contract Amendment No. 1
3. CRAFCO Updated Invoices

APPROVALS:

Cherish Hegi	Created/Initiated - 6/20/2024
Breanne Nelums	Approved - 6/20/2024
Cherish Hegi	Approved - 6/20/2024
Darcy Ellis	Approved - 6/21/2024
Shannon Platt	Approved - 6/25/2024
Grace Chuchla	Approved - 6/25/2024
Michael Errante	Approved - 6/25/2024
John Vallejo	Approved - 6/27/2024
Amy Shepherd	Approved - 6/27/2024
Nate Greenberg	Final Approval - 6/29/2024

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of May 2024 an order was duly made and entered as follows:

*Public Works –
Crafco Inc. Contract
& Purchase
Authorization*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Declare Crafco, Inc of Chandler, AZ the successful bidder for one (1) truck load of Mastic Material and up to six (6) months' rental of an appropriate Kettle per Bid RD24-01; and
- B) Authorize and approve the contract for the purchase of one (1) truckload of mastic material and the rental of an appropriate Kettle for six months, for a total not-to-exceed amount of \$77,321.40.

Motion carried 4-0 with Supervisor Kingsley absent.

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: May 9, 2024

WITNESS my hand and the seal of said Board this 7th
Day of May, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", is written over a horizontal line.

By: _____



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

May 7, 2024

Reference ID:
2024-68

Authorization to Purchase Mastic Material and Kettle Rental Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Cherish Hegi, Administrative Analyst

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) Declare Crafc0, Inc of Chandler, AZ the successful bidder for one (1) truck load of Mastic Material and up to six (6) months rental of an appropriate Kettle per Bid RD24-01; and
B) Authorize and approve the contract for the purchase of one (1) truckload of mastic material and the rental of an appropriate Kettle for six months, for a total not-to-exceed amount of \$77,321.40.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Road Department is continuing its annual county wide roadway crack sealing operations. The department solicited bids from suppliers for mastic (crack sealing), material and the rental of an appropriate mastic melting kettle in March 2024. Bids were opened on March 28th, 2024 and three (3) bids were received:

Crafc0, Inc of Chandler, AZ	\$77,321.40
SealMaster Bakersfield of Bakersfield, CA	\$101,500.50
Environmental Concepts of Tehachapi, CA	\$104,486.10

The Road Department has reviewed the bid for responsiveness. The Road Department is recommending your Board recognize the bid from Crafc0, Inc as the low bidder and authorize the purchase of mastic material and tank rental in an amount not to exceed \$77,321.40. The Road Department's intent is to purchase one (1) truck load of mastic material, and up to six (6) months of kettle rental, from Crafc0, Inc for use on County Roads.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes	Object Code	5309/5281
Recurrence	One-Time Expenditure		

Current Fiscal Year Impact
Future Fiscal Year Impacts
The kettle rental will extend into next fiscal year. These funds will be encumbered.
Additional Information
Materials will be paid out of 5309 in the amount of \$57,296.40 and the kettle rental will be paid out of 5281 in the amount of \$19,395.00.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:
 Your Board could choose not to approve this purchase. This is not recommended, as this product is needed for road maintenance, and the kettle rental is needed to apply the material.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:
 None.

- ATTACHMENTS:**
- 1. Bid Tabulation Sheet
 - 2. Bid Package
 - 3. Crafcro Inc. Contract

APPROVALS:	
Cherish Hegi	Created/Initiated - 4/1/2024
Darcy Ellis	Approved - 4/4/2024
Cherish Hegi	Approved - 4/15/2024
Breanne Nelums	Approved - 4/15/2024
Shannon Platt	Approved - 4/15/2024
Michael Errante	Approved - 4/15/2024
John Vallejo	Approved - 4/15/2024
Amy Shepherd	Approved - 4/16/2024
Nate Greenberg	Final Approval - 4/29/2024

COUNTY OF INYO BID TABULATION

Mastic and Kettle Rental - Bid No. RD24-01

Bid Opening Date: March 31, 2024 3:30 PM

Location: County Admin Building

	BIDDER NAME	Total Bid
1.	Seal master	\$101,500.50
2.	GRAFCO, Inc.	\$77,321.40
3.	Pavement Preservation Specialties, Inc. dba Environmental Concepts	\$104,486.10
4.		
5.		

Opened By: Darcy Ellis

Present: Travis Dean



THE PROVISION OF MASTIC MATERIAL & KETTLE RENTAL

BID NO. RD24-01

NOTICE TO BIDDERS

This Bid Package, which includes the following:

**Notice Inviting Bids,
Bid Proposal Forms,
and
County of Inyo Purchase Order Agreement**

Must be submitted in its entirety. Do not remove any pages.

Be sure to fully complete all forms and sign.

COUNTY OF INYO

NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN THAT INYO COUNTY IS SOLICITING BIDS
FOR:**

“THE PROVISION OF MASTIC MATERIAL & KETTLE RENTAL”

Sealed Bids will be received at the Clerk of the Board of Supervisors' Office, 224 N. Edwards Street, P.O. Drawer N, Independence, California 93526 until **3:30 p.m. Thursday, March 28th, 2024** at which time they will be publicly opened and read.

Bids must be in a **sealed** envelope, addressed to the Clerk of the Board of Supervisors, 224 N. Edwards Street. P.O. Drawer N, Independence, California 93526. Indicate on the outside of the bid envelope **“BID NO. RD24-01 – Mastic Material and Kettle Rental”**

All bids must state the firm's name and be signed by a responsible officer or employee.

The period for which the specified crack seal materials and equipment rental are to be provided pursuant to this Bid is from May 1, 2024, through and including October 31, 2024.

Inyo County reserves the right to reject any or all bids, or to waive any minor informality in any bid, if it is deemed to be in the best interest of the County of Inyo.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms and Purchase Order Agreement, may only be obtained from the Inyo County Public Works / Road Department, 168 N. Edwards Street, P.O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201, and may be inspected at the above Department office during regular business hours. Bid packages are also available at the County of Inyo website at https://www.inyocounty.us/Bid_Packages.html

BID PROPOSAL FORM

TO: COUNTY OF INYO
Department of Public Works / Road Department
168 N. Edwards St., P.O. Box Drawer Q
Independence, CA 93526
(Herein called "County")

FROM: Crafco, Inc
6165 W. Detroit St.
Chandler AZ 85226
(Herein called "Bidder")

FOR: MASTIC MATERIAL/ KETTLE RENTAL

In submitting this Bid, it is understood that:

1. INCLUSION OF ALL COSTS:

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Provision of Mastic Material, including Exhibit A, B, and C hereto.

2. CONTRACT DOCUMENTS

The Notice Inviting Bids, this Bid Proposal Form, and the Purchase Order Agreement for the Provision of Mastic Material & Kettle Rental, and any documents incorporated herein, including Exhibits A and B, hereto, are referred to collectively as the Contract Documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, and approval by the Inyo County Board of Supervisors. The contract documents are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein.

3. ACCEPTANCE

The County reserves the right to reject any and all Bids. However, this Bid shall remain open and shall not be withdrawn for a period of at least sixty (60) days after the date set for its opening and shall remain open and valid thereafter until it is withdrawn by Bidder. The Bidder will execute and deliver the Purchase Order Agreement for the Provision of Mastic Material & Kettle Rental, any certificates or other required proof of insurance, and any other required documents, to the County no later than fifteen (15) days after receipt of notification to Bidder of the award of that Contract.

Failure to bid all items on the Schedule of Fees, Attachment B, will render the Bid insufficient and subject the same to being rejected.

No Bid will be accepted wherein the price quoted is specified as a posted price with an escalator "UP" clause, whether or not such escalator clause has a "TOP" or maximum limit to which the price may advance.

The Contractor will be allowed no claim for anticipated profits, loss of profits, or for any damages of any sort because of any differences between the estimated amounts set forth in this bid package and actual amount of material ordered and delivered during the course of the contract.

4. BID PRICE AND TOTAL

The specific bid price for the materials and services to be rendered pursuant to the Agreement for which this bid is made are set forth in Attachment B hereto, entitled "Schedule of Fees"; for purpose of making this Bid the amount of this Bid is the "Bid Total" amount set forth in Attachment B, which follows:

BID TOTAL IN NUMBERS:

\$ 77,321.40

BID TOTAL IN WORDS:

\$ Seventy seven thousand three hundred twenty one dollars and forty cents

5. ADDENDA:

The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid: (Fill in Addendum numbers and dates Addenda have been received. If none have been received enter "NONE".)

None

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS BID MAY BE REJECTED.

7. BIDDER'S BUSINESS INFORMATION:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, and also the names of the president, secretary, treasurer and chief executive officer/manager thereof. If Bidder is a partnership, joint venture, or other business entity, state the true name of the firm, and also the names of all partners, joint ventures, or other entities or parties having authority to act on behalf of the entity, such as officers, owners or directors. If Bidder or other interested person is an individual, state your first, middle and last names in full.

Bidder provides the following information concerning Bidder's business:

7.1 Bidder's Name: Crafco, Inc

7.2 Address: 6165 W. Detroit St.
Chandler AZ Zip 85226

(The above address will be used to send notice of acceptance or request for additional information.)

7.3 Telephone 602-276-0406

7.4 Federal I.D. No. 860324978

7.5 Type of Business (check one):

Individual (), Partnership (), Joint Venture (), Corporation (☒) Other Specify:

7.6 Owners, Officers, Partners, or other Authorized Representatives:

THE UNDERSIGNED HEREBY DECLARES UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

Gail Gautier
(Signature of Authorized Person)

VP/Assistant Secretary/Controller
(Title)

Gail Gautier
(Printed Name)

3-20-2024
(Date)

8. EXECUTION AND AGREEMENT

8.1 The undersigned Bidder hereby declares and agrees that:

(a) Gail Gautier (Name of Bidder or Bidder's Representative) has carefully examined the Specifications, Purchase Order Agreement, and other portions of this Bid package and submits this Bid in accordance therewith.

(b) That if this Bid is accepted, the Bidder will enter into a written Purchase Order Agreement with the County of Inyo, State of California.

(c) That if Bidder receives Notice of Award, Bidder will accept in full, as payment for the material and services to be furnished pursuant to said Agreement, the amounts shown on Attachment B, Schedule of Fees, of this Bid Package. It is understood and agreed that the quantities set forth are but estimates and the unit price will apply to the actual quantities ordered, whatever they may be.

(d) It is understood that no later than fifteen (15) days after receipt of notice of award, the Bidder shall return the signed Purchase Order to the County.

Crafco, Inc

(Company Name)

Gail Gautier

(By)

Gail Gautier

(Print Name)

VP/Assistant Secretary/Controller

(Print Title)

9. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with "**BID NO. RD24-01 – Mastic Material and Kettle Rental**" and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on March 28th, 2024.**

Note: PLEASE BE ADVISED that despite information you may receive from mail services, "Overnight" delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.

For questions or comments regarding specifications please contact Cherish Hegi at Cherish.hegi@inyocounty.us or (760)-878-0203.



This bid was received on
March 25, 2024 @ 2:12 p.m.

Attest: Nathan Greenberg,
Administrative Officer and Clerk of
the Board, Inyo County, CA.

By: , Assistant

PO # _____

Date _____

PURCHASE ORDER AGREEMENT

This Purchase Order Agreement ("PO") is made by and between the County of Inyo ("County") and the party to which this PO is addressed ("Contractor"), as a part of the Purchase Order numbered above or on the reverse and incorporated herein by reference, effective as of the date of the Purchase Order.

1. Contractor shall provide all services and/or materials for the compensation and within the time period as specified in the PO.
2. County shall make payment to Contractor in accordance with the terms set forth in the PO within sixty (60) days after receipt of an itemized written statement or invoice from Contractor.
3. Contractor shall comply with applicable law in the provision of services and/or materials pursuant to this P.O. Contractor shall obtain and maintain all such licenses, permits, or other authorizations to provide such services and/or materials, as are required by law or by express provision of this PO, during Contractor's provision of such services and/or materials.
4. Contractor waives any right to, and shall deliver possession and title to County, of all publications, computer programs, inventions, or other property which result from the performance of services by Contractor pursuant to this PO unless otherwise expressly agreed in writing by County.
5. Contractor shall, and shall require its agents, officers and employees to maintain the confidentiality of, any and all proprietary, privileged, or otherwise confidential information in County's possession and obtained by them as the result of performance of this PO, and refrain from disclosing or using the information except as necessary to provide services and/or materials pursuant to this PO.
6. Contractor shall maintain workers' compensation insurance to the extent required by law, and shall maintain at least the minimum types and amounts of other insurance coverage usual and customary for persons or firms engaged in the provision of the same or similar type of services and/or materials.
7. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, employees and volunteers from and against any and all claims, liability, and other costs, including litigation costs and attorney's fees, arising out of or resulting from acts or omissions in the provision of services and/or materials hereunder by Contractor or Contractor's agents, officers, employees, or volunteers, or any person for whose acts or omissions any of them may be liable. County agrees to defend, indemnify, and hold harmless Contractor and Contractor's agents, officers, and employees from and against any and all claims, liability, and other costs, and expenses, including litigation costs and reasonable attorney's fees arising out of or resulting from the active negligence or wrongful acts of County or County's agents, officers, employees, or volunteers in carrying out this PO.
8. Contractor shall prepare and maintain records required by law or this PO regarding the provision of services and/or materials pursuant to this PO, and make such records available for inspection by County and other authorized entities and persons for reasonably requested audit or evaluation purposes.
9. Contractor shall refrain from, and require its agents, officers, and employees to refrain from, unlawfully discriminating in violation of applicable law against any person in the course of providing services and/or materials pursuant to this PO, because of the person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex or as otherwise prohibited by law.
10. Contractor shall provide to County all warranties for all materials provided pursuant to this PO which are implied or expressly provided by law or which the manufacturer customarily provides to purchasers or users.
11. This PO may be terminated by either party upon at least ten (10) days prior written notice. Contractor shall be entitled to payment for services and/or materials provided prior to receipt of notice of termination in accordance with terms and conditions of this PO.
12. This PO may be amended only by mutual written consent of the parties, is intended as the entire agreement between the parties, superseding all previous agreements between them. If any portion is determined to be invalid, the remaining portions shall continue in full force and effect.
13. This PO is governed by California law. Venue for any legal proceeding arising out of or related to it shall be in Inyo County, California. If either party initiates legal proceedings against the other party with respect to this PO, the nonprevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees).
14. The parties are independent contractors, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
15. Contractor's signature to this PO and/or Contractor's provision of services and/or materials pursuant to it shall constitute Contractor's agreement to its terms and conditions. County's issuance of this PO constitutes County's agreement to its terms and conditions.
16. Notwithstanding the above, this Purchase Agreement is subject to and incorporates herein the terms of the bid specifications concerning the purchased items.

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crafco, Inc
FOR THE PROVISION OF MASTIC MATERIAL & KETTLE RENTAL SERVICES**

TERM:

FROM: May 1, 2024 TO: October 31, 2024

SCOPE OF WORK:

Contractor shall furnish to the County of Inyo, the materials, equipment, labor, and related services set forth in Attachment B, Schedule of Fees, in accordance with the terms and conditions of this Agreement.

1. MATERIAL

The requirements and specifications for Mastic Material shall meet the following requirements of ASTM 8260-20, "Hot Applied Asphalt Aggregate Filled Mastic".

Specification as follows:

ASTM	Test Description	Result
D5329	Cone Penetration 77°F (150G/5S)	45 Max
D36	Softening Point	180°F Min.
D3111	Flexibility 1" Mandrel: 90° bend 2s	Pass 20°F (7°C)
D5329	Tensile Adhesion: 77°F/22°C	400% Min.
D5329	Resilience: 77°F/25°C	30% Min.
	Asphalt Compatibility	Compatible
	Recommended Application Temp.	380°F
	Maximum Heating Temp.	400°F

Additional location specific requirements:

*The mastic material is to be used in locations throughout Inyo County and will be subject to pavement temperature extremes ranging from as low as -7F (-22C) in the mountains to as high as 190F (88C) in the Death Valley area; therefore the selected mastic material's manufacturer's specification is required to show that its application is appropriate for a comparable range of temperatures.

On delivery, the Contractor shall be required to furnish a certified analysis test report, in duplicate, showing that the material conforms to all specification requirements. If the material, when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the

specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. EQUIPMENT RENTAL

The bid must include the rental of one (1) operational Mastic melting kettle trailer *compatible* with the Bidder's chosen Mastic product, on a monthly basis, for the entire term of the agreement from May 1st, 2024 to October 31, 2024.

Mastic melting kettle rental specifications are as follows:

- Minimum tank capacity of 250 gallons
- Minimum melt rate of 1,000 lbs. per hour
- Diesel powered engine
- Service Agreement for maintenance and repair of the kettle
 - o **Submit a copy of the rental agreement terms and conditions** with your bid for review.
 - o Service agreement must include a statement ensuring that the OWNER shall replace equipment with identical or similar compatible equipment if the equipment fails to operate in accordance with manufacturer's specifications and operation instructions, and that such replacement shall be made as soon as practicable.

3. DELIVERY AND PICKUP

The Contractor shall provide delivery and pick up to the address below;

Inyo County Road Yard
750 South Clay Street
Independence, CA 93526

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crafco, Inc
FOR THE PROVISION OF MASTIC & KETTLE RENTAL SERVICES**

TERM:
FROM: May 1, 2024 TO: October 31, 2024

SCHEDULE OF FEES:

BID TOTAL COMPUTATION

Description	Quantity per Unit	Units	Delivered to	Unit Cost (including freight charges & tax)	Subtotal
Mastic Material	89,600 lbs. (1 Truck Load)	2	Independence	\$0.6465	\$57,926.40
Equipment Rental ¹	1 Month	6	Independence	\$3,232.50	\$19,395.00
Bid Total					\$77,321.40

Delivery Location Details:

Independence – Inyo County Road Shop, 750 South Clay Street, Independence, CA 93526

* The “Bid Total” is the amount to be placed in Section 5 of the Bid Proposal Form and constitutes the amount bid by the Bidder. The “Bid Total” includes all costs associated with providing the specified mastic material including shipping and taxes in addition to all costs associated with providing the specified equipment rental for the entire term of the agreement. The sole purpose of the “Bid Total” is to serve as a measure pursuant to which the County evaluates Contractor’s bid in relation to other bids received. The “Bid Total” is not intended, and shall not be construed, as the minimum or maximum amount payable by the County.

¹ Include Rental agreement terms and conditions

A. It is understood that the Equipment will be operated for not more than 10 hours in anyone day; 50 hours in any one week; and 200 hours in any one month, and Lessee agrees that he will pay additional rental prorated at the applicable daily, weekly, or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee always agrees to keep it connected to the Equipment and in good working condition and it is to be used as the conclusive basis of the number of hours of operation. If Lessee fails to return the equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.

B. Lessee shall indemnify Crafcro Inc. against all loss or damage to the Equipment. The amount of any such loss or damage shall be based on the value shown on the contract or invoice. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.

C. Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operating and maintenance expenses while the Equipment is out of the possession of Crafcro, Inc., and to make, at its expense, any and all repairs. The equipment shall be returned to Crafcro, Inc. in as good condition as received, reasonable wear and tear excepted. If, upon its return to Crafcro, Inc., the Equipment is not in such good condition, Crafcro, Inc. may repair it and Lessee will pay the cost of any such repairs of Crafcro, Inc.'s regular shop rates. Lessee shall also be responsible for payment of any lost rental while unit is out of service.

D. In the event of breakdown, Lessee shall immediately discontinue use of equipment and contact Crafcro. Lessee agrees that in the event of equipment breakdown and/or maintenance Crafcro, Inc. is responsible for an adjustment to the rental invoice or time period in an amount equal to the time of usage lost, not to exceed 10 hours in anyone day; 50 hours in any one week; and 200 hours in any one month, at a rate equal to the rental paid for the period of lost usage. This adjustment is the total compensation to the Lessee for downtime. Any costs of project delays including but not limited to labor, transportation, penalties, and back charges will be the sole responsibility of the Lessee and Crafcro, Inc will be held harmless for any charges other than the adjusted rental time period.

E. Lessee assumes all risk and liability for and shall hold Crafcro Inc. and its assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession, or transportation of the Equipment. Lessee, at his own expense, will carry general liability insurance with minimum liability limits in the amount of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and in the minimum amount of <1> 150,000 per occurrence for property damage and automobile liability with minimum liability limits in the amount of \$1,000,000. Neither Crafcro, Inc., its assigns, the wholesale distributor, nor the Manufacturer shall be liable for any incidental or consequential damages which may result from any failure or use of the Equipment.

Crafcro Inc. must be named as additional insured on a Certificate of Insurance with an endorsement waiving subrogation and a copy of the certificate must be on file prior to rental of equipment.

F. Lessee agrees to always use an appropriate tow vehicle when moving equipment. Crafcro, Inc. will provide Lessee with tow vehicle requirements prior to rental. Only Lessee and its assigns, trained and familiar with the proper and safe operation of the equipment, shall operate it. All tow vehicles must be equipped with a 3# Pintle Hitch, 7 Circuit Flat Blade Pin connector (RV style) and a Vehicle Brake Controller. Additionally, the vehicle must meet the minimum towing capacity appropriate for the rented equipment as listed below.

G. Lessee acknowledges and agrees that this equipment will only be used to apply materials supplied by Crafcro, Inc. The Lessee will not use any sealant, mastic, paint, replacement parts or other materials that are not supplied by Crafcro, Inc. without express written approval from an authorized representative of Crafcro, Inc. Should the Lessee use any products not supplied by Crafcro, Inc. without written authorization the Crafcro, Inc. may immediately terminate the rental and the Lessee forfeits all rental charges due to the Crafcro, Inc. through the balance of the term of the contract.

H. Lessee agrees all equipment is required to be returned to the Crafcro, Inc. empty and clean of all materials used in the operation of this equipment: sealant, mastic, paint, patch products or other materials. Should this equipment be returned without being empty there will be a minimum charge of \$750 PLUS a disposal fee of \$10.00 per gallon for the material that is left in the unit.

A cleaning fee of \$500 (minimum or \$125.00 per hour for any time beyond 4 hours) will be charged for any equipment not returned in the condition it was received.

I. Lessee agrees to pay any toll charges incurred during the lease agreement period.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Craico, Inc
FOR THE PROVISION OF MASTIC MATERIAL & KETTLE RENTAL SERVICES**

TERM:

FROM: May 1, 2024 TO: October 31, 2024

SEE ATTACHED INSURANCE PROVISIONS

Specifications 4

Insurance Requirements for Vendors

Vendor 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 products and materials supplied to the Entity. The cost of such insurance shall be borne by the Vendor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Limits of Insurance

Vendor shall maintain limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000.

If the Vendor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Vendor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects products of the Vendor.
2. The Vendor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers, shall be excess of the Vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Vendor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning

shall not waive the Vendor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

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

Special Risks or Circumstances

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6165 W Detroit St. • Chandler AZ 85226
+1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513
www.crafco.com

READ BEFORE USING THIS PRODUCT

GENERAL Mastic One is a hot-applied, pourable, aggregate filled, black color, polymer modified asphalt pavement repair mastic. Mastic One complies with ASTM D8260 Type I. Mastic One is used for sealing, filling and repairing many distresses in both asphalt concrete and portland cement concrete pavements and bridge deck surfaces that are larger than those typically repaired by crack or joint sealing, but smaller than repairs requiring remove and replace patching procedures. Typical uses include sealing, filling and leveling of wide transverse or longitudinal cracks and joints, filling potholes and utility cuts, localized skin patch repairs, repairs prior to surface treatments, and leveling bridge approaches or faulted areas. When properly applied, Mastic One forms a well-bonded, flexible, durable, traffic resistant repair. To use, Mastic One is placed into an appropriate melter (Crafco Patcher units), mixed and heated until application temperature is reached, poured into the prepared repair area and then leveled. Mastic One is formulated to provide neat feathered edge installation. Mastic One is then ready for traffic when it has cooled and solidified. VOC = 0 g/l.

PROPERTIES Properties of the binder, aggregate and blended and heated Mastic One according to ASTM D8260 are as follows:

<u>Property</u>	<u>Requirement</u>
POLYMER MODIFIED BINDER	
Cone Penetration, 77°F (25°C) (ASTM D5329)	60 max
Cone Penetration, 122°F (50°C) (ASTM D5329)	120 max
Softening Point, (ASTM D36)	200°F (93°C) min
Flexibility, 1" (25.4 mm), 180°, 10 sec) (ASTM D3111 modified)	Pass at 32°F (0°C)
AGGREGATE	
Abrasion Resistance (ASTM C131)	35% max
BLENDED PRODUCT	
Flexibility, 32°F (0°C) (ASTM D5329)	Pass
Adhesion, 77°F (25°C) (ASTM D5329)	25 PSI (172 KPA) min
Specific Gravity	1.7 -2.0
Minimum Application Temperature	375°F (190°C) *
Maximum Application Temperature	400°F (204°C)

<u>Test</u>	<u>ASTM D8260 Type I Specification Limits</u>
Mastic Resilience (ASTM (8260)	50% minimum
Effects of Rapid Deformation (ASTM D2794) (-7°C)	3 passing specimens no chipping, cracking or separation 8 N-m
Crack Bridging (ASTM C1305 modified) (-7°C)	Pass 3 cycles
Mastic Stability (ASTM D8260) (70°C)	40.0 mm maximum

*Refer to installation instructions if working on sloped pavements or repairing larger defects

INSTALLATION The density of Mastic One is 116 pcf (+/- 3%) and the weight per gallon is 15.5 lbs./gal (1.86 kg/l) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Mastic One to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are available at www.crafco.com and provided with each pallet of Mastic One.

PACKAGING Mastic One is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Each package contains premeasured polymer modified binder and aggregate. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 40 lb. (18.1 kg) of product with 60 boxes per pallet, weighing approximately 2400 lb. (1088 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

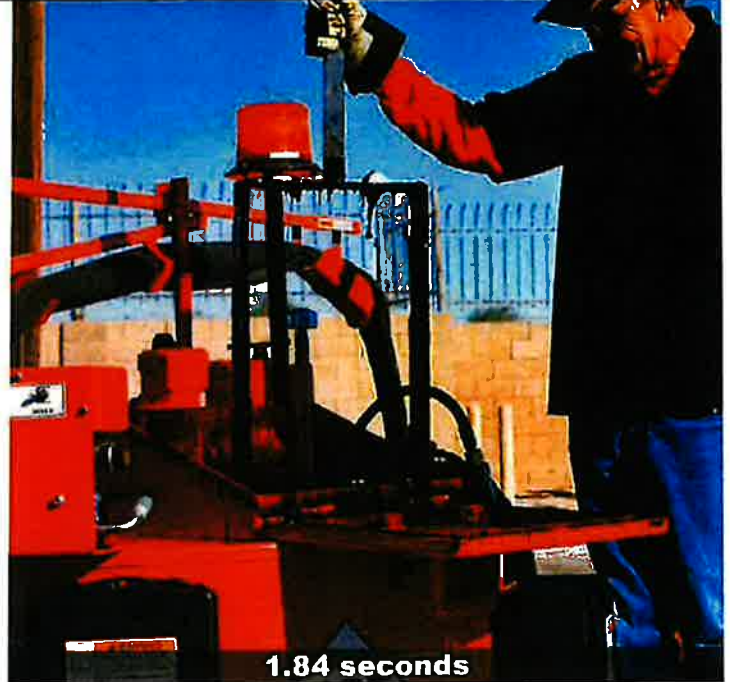
WARRANTY CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. For optimum performance, follow Crafco recommendations for product installation.

PLEXI-melt™

Fast Melting Packaging!



0.0 seconds



1.84 seconds

Meltable Packaging for Mastic & Sealant Products

Benefits of PLEXI-melt

PLEXI-melt is an innovative high strength, low density, protective packaging used to contain Crafcro hot-applied sealants and mastics that quickly and thoroughly melts into the material at normal operating temperatures without affecting product installation characteristics or specification performance.

- PLEXI-melt eliminates the need for traditional cardboard boxes or metal containers!
- Saves Money! The need for an extra crew member is eliminated!
- Shape of PLEXI-melt block melts 58% faster than traditional containers of mastic/sealant material
- Easy to handle! Simply add PLEXI-melt block directly into the melter
- Fast melting packaging is made from an extremely lightweight yet durable material
- Does NOT affect mastic/sealant specification
- Promotes Safety. Each PLEXI-melt package is labeled with OSHA and GHS requirements

Patcher II™

Hot Mastic Sealant Melters



Crafcro Innovation Makes Installing Mastic Sealant Easy

The Crafcro Patcher II is engineered with a focus on quality; from superior design and construction methods to the latest technologies to heat mastics. The Patcher has continuous agitation, is fast heating and has calibrated temperatures that comply to all requirements in the ASTM Mastic Specification.

Features and Benefits

- Oil-jacketed melter specifically designed to handle the complexities of melting and maintaining molten mastic sealants containing polymer-modified asphalt or polymer-modified resins plus fibers, fillers and aggregate.
- Features digital controls to assure that mastic temperatures are held within specifications at all times
- Has angled and staggered agitation blades which provide superior material agitation and aggregate suspension for a consistent material blend
- 6:1 gear box delivers high torque to eliminate agitation stall when using high-density material
- Automatic shut-off on the lid to prevent injuries during operation
- Fast and Easy to use

Designed to melt and prepare hot mastic sealant like:

- Crafcro Mastic One®
- Crafcro TechCrete™
- Crafcro Matrix 501/502® Asphaltic Plug Bridge Joint System
- Deery® Level & Go Repair Mastic®
- Deery® Asphaltic Plug Bridge Joint System®
- And others

Patcher II



Digital controls for temperature accuracy



Dual lids allow for simultaneous loading and cleaning of the bucket



Angled agitation blades to blend and sustain aggregate suspension



Diesel-powered engine



Fuel-efficient and easy-accessible burner

Designed with Your Safety in Mind

The Patcher II is equipped with a safety interlock system on the loading door that disables the mixer hydraulic system when the lid is open. The loading lid height is engineered to reduce back strain when lifting the lid to add sealant. It also keeps the operator out of the emissions and away from any potential direct splash hazards. The Patcher II digital control box is located face height for ergonomics and curbside for safety and the burner is easily accessible for enhanced safety.

Ease of Use

The 6:1 gear box delivers more high torque to both heat and mix the material and keep the aggregate suspended in the binder, providing an evenly mixed mastic sealant solution. The large lever makes the gate easy to operate and the weighted gate defaults to a shut position, keeping material and heat in the Patcher II. The rear chute provides a smooth, even dispersing of mastic sealant.

Fast Heat-Up Time

A large burner, extensive heating surface area and precision thermostatic controls allow more heat to get into the material. Depending on the specific mastic, the Patcher II can melt 1,500 lbs (680 kg) per hour. That 200 gal (757 l) of mastic sealant will achieve 380°F (193°C) temperature and be ready to pour in 2 hours¹. The Patcher II is the fastest mastic sealant melter available!



Optional drag box



Optional heated swivel chute

PATCHER II (Trailer Mount)

Engine/Diesel	19hp Isuzu
Burner	369,000 BTU
Suspension	Dual, independent torsional system
GVWR	9,900 lbs. (~1/2 ton truck)

Productivity

Melt Rate	1,500 lbs./hr. (680 kg/hr)
Max Melting Capacity/Day	12,000 lbs. ²

Capacity

Material Vat	200 gal. (757 l)
Heat Transfer Oil	35 gal. (132 l)
Diesel Fuel	26 gal. (98 l)

Dimensions

Dry Weight	5,300 lbs. (2,404 kg)
Length	183 in. (465 cm)
Width	78 in. (198 cm)
Height	77 in. (195 cm)
Loading Height	60 in. (153 cm)
Chute Height	20 in. (51 cm)

1. This is at an ambient temperature of 80°F (26.67°C), 2. Based on 8 hour day

Features

- Diesel-powered
- Digital temperature controls
- Auto-prime feature
- Individual fuel systems for each burner
- Easy clean-out
- Safety shut-off lid
- Curb-side controls
- Side burner with tool holder

Options

- Fire extinguisher
- Drag Box
- Heat lance
- Heated Swivel Chute
- Hitches
- Safety lights
- Work lights
- And more...

Warranty Information

Crafco, Inc. warrants parts and machinery purchased through Crafco or one of its affiliated distributors for two years from the invoice date. Wear items are not covered under the Crafco, Inc. limited warranty.



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phone: +1-800-528-8242 • email: sales@crafco.com • web: crafco.com

**AGREEMENT BETWEEN COUNTY OF INYO
AND CRAFCO, INC
FOR THE PROVISION OF MASTIC MATERIAL AND KETTLE RENTAL SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mastic Material and Kettle Rental services of CRAFCO, INC (hereinafter referred to as "Contractor"), 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 Contractor 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 Contractor to perform under this Agreement will be made by Shannon Platt whose title is: Deputy Director Roads Division. Requests to the Contractor 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 Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor 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 Contractor 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. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from MAY 01, 2024 to OCTOBER 31, 2024 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor 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 Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor 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, Contractor 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. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed SEVENTY SEVEN THOUSAND THREE HUNDRED TWENTY ONE AND FOURTY Dollars

(\$77,321.40) (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. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all 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 services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(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 Contractor 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 contractors when it is anticipated that total annual payments to Contractor 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 Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, 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, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor'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 Contractor that the performance of these services and work will require a varied schedule. Contractor 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, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor 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 Contractor at no expense to the County. Contractor 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 Contractor 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. Contractor 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. Contractor 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, ET CETERA.

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

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, 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, Contractor'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, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

B. Contractor 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 Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, 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 any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature 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. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, 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 Contractor. 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, Contractor, 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. Contractor 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. Contractor 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 Contractor thirty (30) days written notice of such intent to cancel. Contractor 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 Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor 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.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor 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.

Contractor 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.

Contractor 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, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, 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, Contractor 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 Contractor 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 Contractor 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	
<u>PUBLIC WORKS</u>	Department
<u>168 N. EDWARDS PO DRAWER Q</u>	Address
<u>INDEPENDENCE, CA 93526</u>	City and State
Contractor:	
<u>CRAFCO, INC</u>	Name
<u>6165 W. DETROIT ST</u>	Address
<u>CHANDLER, AZ 85226</u>	City and State

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.

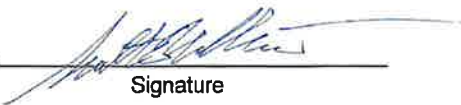
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**AGREEMENT BETWEEN COUNTY OF INYO
AND CRAFCO, INC
FOR THE PROVISION OF MASTIC MATERIAL AND KETTLE RENTAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 7th DAY OF May, 2024.

COUNTY OF INYO

By: 
Signature

Scott Marcellin (Vice Chair)
Print or Type Name

Dated: 05/07/2024

CONTRACTOR

By: 
Signature

Gail Gautier
Print or Type Name

Dated: 4/12/24

APPROVED AS TO FORM AND LEGALITY:

County Counsel



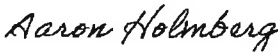
APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND CRAFCO, INC
FOR THE PROVISION OF MASTIC MATERIAL AND KETTLE RENTAL SERVICES**

TERM:

FROM: MAY 1, 2024 **TO:** OCT 31, 2024

SCOPE OF WORK:

Contractor shall provide delivery and pick up to the below address for (2) truck loads (89,600 lbs.) of Mastic Material, and (1) Kettle Rental for the expansions of (6) months.

Inyo County Road Yard
750 South Clay Street
Independence, CA 93526

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND CRAFTCO, INC
FOR THE PROVISION OF MASTIC MATERIAL AND KETTLE RENTAL SERVICES**

TERM:

FROM: MAY 1, 2024 **TO:** OCT 31, 2024

SCHEDULE OF FEES:

Mastic Material: 44,800 lbs (1 truck load) x two truck loads @ \$0.6465 per pound = \$57,926.40
Equipment Rental: Ketal 1 month @ \$3,232.50 x 6 months = \$19,395.00
Includes delivery and pickup
Total: \$77,321.40

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND CRAFCO, INC
FOR THE PROVISION OF MASTIC MATERIAL AND KETTLE RENTAL SERVICES**

TERM:

FROM: MAY 1, 2024 TO: OCT 31, 2024

SEE ATTACHED INSURANCE PROVISIONS

Attachment: 2024 Insurance Requirements for SUPPLIERS AND/OR VENDORS

Vendor 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 products and materials supplies to Inyo County. The cost of such insurance shall be borne by the Vendor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Limits of Insurance: Coverage shall be at least as broad as 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.

If the Vendor 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 Vendor 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.

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 Vendor 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 Vendor'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 Vendor'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 Vendor'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.

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.

**Attachment: 2024 Insurance Requirements for
SUPPLIERS AND/OR VENDORS**

Umbrella or Excess Policy: The Vendor 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 noncontributory, 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 Vendor's primary and excess liability policies are exhausted.

Verification of Coverage: Vendor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements and copies of all Declarations and Endorsements 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 Vendor'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.

Waiver of Subrogation: Vendor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Vendor may acquire against Inyo County by virtue of the payment of any loss under such insurance. The Vendor 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.

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.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Crafcio, Inc.	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <i>(Applies to accounts maintained outside the United States.)</i>
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 6165 W Detroit St	Requester's name and address (optional)
6 City, state, and ZIP code Chandler, AZ 85226	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
8	6	-	0	3	2	4	9	7	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 4/2/2024
------------------	--	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

2024**Nonresident Withholding
Allocation Worksheet****587****The payee completes this form and returns it to the withholding agent. The withholding agent keeps this form with their records.****Part I Withholding Agent Information**

Withholding agent's name

INYO County

Address (apt./ste., room, PO box, or PMB no.)

224 N. Edwards St. PO Drawer N

City (If you have a foreign address, see instructions.)

Independence

State

CA

ZIP code

9526

Part II Nonresident Payee Information

Payee's name

Crafcu, Inc

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

86-0324978

Address (apt./ste., room, PO box, or PMB no.)

6165 W Detroit St.

City (If you have a foreign address, see instructions.)

Chandler

State

AZ

ZIP code

85226

Nonresident payee's entity type: (Check one)

☐ Individual/sole proprietor☒ Corporation☐ Partnership☐ Limited liability company (LLC)☐ Estate or trust**Part III Payment Type**

Nonresident payee: (Check one)

☐ Performs services totally outside California (no withholding required, skip to Certification of Nonresident Payee)☒ Provides only goods or materials (no withholding required, skip to Certification of Nonresident Payee)☐ Provides goods and services in California (see Part IV, Income Allocation)☐ Provides services within and outside California (see Part IV, Income Allocation)☐ Other (Describe) _____

If the nonresident payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

Part IV Income Allocation

Gross payments expected from the withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total payments
1 Goods and services:			
Goods/materials (no withholding required)			
Services (withholding required)			
2 Rents or lease payments			
3 Royalty payments			
4 Prizes and other winnings			
5 Other payments			
6 Total payments subject to withholding.			
Add column (a), line 1 through line 5			
Nonresident withholding threshold amount: ...	\$1,500.00		
Backup withholding threshold amount:	\$0.00		

Certification of Nonresident Payee

Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code 948 when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Print or type payee's name

Gail Gautier

Telephone

(602) 276-0406

Payee's signature

X *Gail Gautier*

Date

4/2/24

Print or type representative's name and title

Vice President/Assistant Secretary/Controller

Telephone

(602) 276-0406

Authorized representative's signature

X

Date

**Sign
Here**

YEAR

20 24**Withholding Exemption Certificate**

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent.
(Please type or print)

Withholding agent's name

INYO County

Vendor/Payee's name

Crafco, Inc.

Vendor/Payee's ☐ Social security number
☐ SOS no. ☐ California corp. no. ☒ FEIN

86-0324978

Note:
Failure to furnish your
identification number will
make this certificate void.

Vendor/Payee's address (number and street)

6165 W. Detroit St.

APT no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.

(602) 276-0406

City

Chandler

State

AZ

ZIP Code

85226

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

☐ **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

☐ **Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

☐ **Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

☐ **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

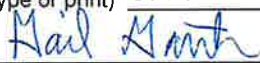
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) Gail Gautier - Vice President\ Assistant Secretary\ Controller

Vendor/Payee's signature ►

Date 4-2-2024

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

A Purpose

Use Form 590 to certify an exemption from nonresident withholding. Complete and present Form 590 to the withholding agent. The withholding agent will then be relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage withholding. Any questions regarding wage withholding should be directed to the California Employment Development Department.

Do not use Form 590 if you are a seller of California real estate. Sellers of California real estate should use Form 593-C, Real Estate Withholding Certificate.

B Law

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of this state.

Withholding is required on:

- Payments to nonresidents for services rendered in California;
- Distributions of California source income made to domestic nonresident partners and members and allocations of California source income made to foreign partners and members;
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business;
- Payments to nonresidents for royalties for the right to use natural resources located in California;
- Distributions of California source income to nonresident beneficiaries from an estate or trust; and
- Prizes and winnings received by nonresidents for contests in California.

For more information on withholding and waiver requests, get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines, and FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines. To get a withholding publication see General Information G.

C Who can Execute this Form

Form 590 can be executed by the entities listed on this form.

Note: In a situation where payment is being made for the services of a performing entity, this form can only be completed by the performing entity or the performing entity's partnership or corporation. It cannot be completed by the performing entity's agent or other third party.

Note: The grantor of a revocable/grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a revocable/grantor trust and one or

more of the grantors is a nonresident, withholding is required. If all of the grantors of a revocable/grantor trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

Note: Return visits to California that do not total more than 45 days during any taxable year covered by the employment contract are considered temporary.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse who is absent from California for an uninterrupted period of at least 546 days to accompany a spouse who is under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, or call the Franchise Tax Board at (800) 852-5711 or (916) 845-6500 (not toll-free).

E What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California Secretary of State. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

F Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

Note: If the withholding agent has received Form 594, Notice to Withhold Tax at Source, only the performing entity can complete and sign Form 590 as the vendor/payee. If the performing entity completes and signs Form 590 indicating no withholding requirement, you must send a copy of Form 590 with Form 594 to the FTB.

For more information, contact the Nonresident Withholding Section. See General Information G. The vendor/payee must notify the withholding agent if:

- The individual vendor/payee becomes a nonresident;
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California;
- The partnership ceases to have a permanent place of business in California;
- The LLC ceases to have a permanent place of business in California; or
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold. Remit the withholding using Form 592-A, Nonresident Withholding Remittance Statement, and complete Form 592, Nonresident Withholding Annual Return, and Form 592-B, Nonresident Withholding Tax Statement. Get Instructions for Forms 592, 592-A, and 592-B for due dates and other withholding information.

G Where to get Publications, Forms, and Additional Information

You can download, view, and print FTB Publications 1017, 1023, 1024, and nonresident withholding forms, as well as other California tax forms and publications not related to nonresident withholding from our Website at: www.ftb.ca.gov

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WITHHOLDING SERVICES AND
COMPLIANCE SECTION
FRANCHISE TAX BOARD
PO BOX 651
SACRAMENTO CA 95812-0651

Telephone: (888) 792-4900
(916) 845-4900 (not toll-free)
FAX: (916) 845-9512 (24 hours a day,
7 days a week)

Assistance for persons with disabilities:
We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments please call TTY/TDD (800) 822-6268.

Asistencia bilingüe en español
Para obtener servicios en español y asistencia para completar su declaración de impuestos/formularios, llame al número de teléfono (anotado arriba) que le corresponde.

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

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Para obtener servicios en español y asistencia para completar su declaración de impuestos/formularios, llame al número de teléfono (anotado arriba) que le corresponde.



CERTIFICATE OF LIABILITY INSURANCE

4/30/2024

DATE (MM/DD/YYYY)

4/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Company

22667

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Crafcro, Inc.
1411769 2829 Lakeland Drive
Flowood MS 39232

COVERAGES

CERTIFICATE NUMBER: 20466952

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSL G47349205	4/30/2023	4/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E L EACH ACCIDENT \$ XXXXXXXX E L DISEASE - EA EMPLOYEE \$ XXXXXXXX E L DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: BID NO. RD24-01 - Mastic Material and Kettle Rental.

CERTIFICATE HOLDER

CANCELLATION See Attachment

20466952

Department of Public Works / Road Department
168 N. Edwards St.,
P.O. Box Drawer Q
Independence CA 93526

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Additional insured in favor of Department of Public Works / Road Department, it's officers, officials, employees, and volunteers on all policies (except Workers' Compensation/EL) where and to the extent required by written contract. All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

Named Insured Schedule

Ergon, Inc.
Ergon - West Virginia, Inc.
Ergon Refining, Inc.
Ergon BioFuels, LLC
Ergon BioSciences, Inc.
Ergon Asphalt & Emulsions, Inc.
Ergon Asphalt Holdings, LLC
Crafco, Inc.
Tricor Refining, LLC
Paragon Technical Services, Inc.
Paving Maintenance Supply, Inc.
Ergon Terminaling, Inc.
Ergon Oil Purchasing, Inc.
Ergon - Baton Rouge, Inc.
Ergon - Ironton, LLC
Ergon - Knoxville, Inc.
Ergon - St. James, Inc.
Ergon Moda St. James, LLC
Ergon - Texas Pipeline, Inc.
Ergon Acquisition Corp.
Ergon Foundation, Inc.
Ergon Securities, Inc.
Big Valley, LLC
Ergon Properties, Inc.
ISO Panels, Inc.
Magnolia Marine Transport Company
Ergon Marine & Industrial Supply, Inc.
Ergon Trucking, Inc.
LLWR, LLC
M & L Properties, LLC
Mirror Lake Building, LLC
Mirror Lake Land Company
Pearl Street Parking LLC
PruGON Properties LLC
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.
Ergon - Latin America, LLC
Ergon - Asia, Inc.
Ergon Asia (Hong Kong) Limited
Ergon Mexico S de R.L. de C.V.

Ergon Oil (Singapore) Pte. Ltd
Ergon Oil (Indonesia)
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)
Bay Harbour Development, LLC
Grand Harbour Development, LLC
Specialty Process Fabricators, Inc.
Ergon Energy Associates, LLC
Ergon Energy Partners, LP
Flowood Oil, LLC
Ergon Exploration, Inc.
Ergon Production, Inc.
MSLATX Pipeline Company
Kearney Park Farms, Inc.
Lampton-Love, Inc.
Lacox Propane Gas Company
Blossman L. P. Gas Service, Inc.
Harrell Gas, Inc.
Lacox, Inc.
Lampton-Love Gas Company
Lampton-Love of Magee, Inc.
Lampton-Love of Pelahatchie, Inc.
Liquefied Petroleum Gas Management, Inc.
Allgas, Inc.
Allgas, Inc., of Montgomery
Allgas, Inc., of TN
Magnolia Gas, Inc.
Natchez Butane, Inc.
Petroleum Distributor of Jackson, Inc.
Progas Inc.
Southern Propane, Inc.
Starkville L.P. Gas, Inc.
Process Oils, Inc.
Chemical Marketing Associates DBA Process Oils, Inc.
Ergon Construction Group, Inc.
Ergon Construction Group, Inc. dba Alliant Construction
Ergon Construction Group, Inc. dba Ergon Maintenance Services
Bryan & Bryan Asphalt, LLC
TABB Management Services, LLC
Trinity Asphalts, Ltd.
BMR Transport, Inc.
Ergon Construction Group, Inc. dba ISO Panels, Inc.
Bryan & Bryan Trucking, LLC

Ergon Asfaltos México HC, LLC
Ergon México HC, LLC
Ergon Chemicals, LLC
Resinall Corporation
Industrial Transport, Inc.
Ergon-Frazier Development I, LLC
Diversified Technology, Inc.
Bunge-Ergon Renewable Energy, LLC
Ergon Asphalt Products - Coolidge, Inc. (Dissolved 10/8/2010)
Ergon Asphalt Products, Inc.
Lampton-Love Trucking, Inc.
Mainstreet Builders, Inc. (Dissolved 6/30/10)
Pearl Street Properties, Inc. (Dissolved 08/11/2010)
Solquim, C.A. (Sold March 2007)
Flowood Properties LLC (Dissolved 01/23/2007)
Georgia Emulsions, LLC (Dissolved 10/21/2010)
Bunge-Ergon Vicksburg, LLC
Ergon Ethanol, Inc.
Telfer Pavement Technologies (Southeast), LLC (Dissolved 2019)
Telfer Pavement Technologies, LLC (Dissolved 2019)
Telfer Geosynthetics (Dissolved 2019)
Telfer Highway Technologies, LLC (Dissolved 2019)
Telfer Oil Company (Dissolved 2019)
Continental Western Transportation Co., Inc. (Dissolved)
Western States Asphalt of Montana, LLC
Western States Group, LLC
Blueknight Energy Partners, L.P.
Blueknight Energy Partners G.P., L.L.C.
BKEP Terminaling, LLC
BKEP Asphalt, LLC
BKEP Terminal Holding, LLC
BKEP Materials, LLC
BKEP Management, LLC
BKEP Operating, LLC
Ergon Asphalt Partners GP, LLC
Ergon Asphalt Partners, LP
Ergon Appalachian Compression, LLC
OOGC Disposal Company I, LLC
Ergon Midstream, LLC
EnLink Appalachia, LLC
Ergon Appalachia, LLC

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CRAFCO, INC.
FOR THE PROVISION OF MASTIC MATERIAL / KETTLE RENTAL**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and CRAFCO, INC., of Chandler, AZ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Mastic Material and Kettle rental dated May 7th, 2024, on County of Inyo Standard Contract No. 116, for the term from May 1st, 2024 to October 31st, 2024.

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:
Increase the amount of the contract by \$5,922.25 (Five Thousand Nine Hundred Twenty-Two and Twenty-Five) to include the correct amount of State and County sales tax. New contract total not-to-exceed amount of \$83,243.65 (Eighty-Three Thousand Two Hundred Forty-Three and Sixty Five).

The effective date of this Amendment to the Agreement is June 1, 2024.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CRAFCO, INC.
FOR THE PROVISION OF MASTIC MATERIAL / KETTLE RENTAL**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: 
G. Gautier (Jun 21, 2024 09:15 PDT)


Signature

Gail Gautier

Type or Print

Dated: Jun 21, 2024

APPROVED AS TO FORM AND LEGALITY:


Grace Weitz (Jun 20, 2024 15:25 PDT)


County Counsel

APPROVED AS TO ACCOUNTING FORM:


Christie Martindale (Jun 21, 2024 07:51 PDT)


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager



CRAFCO, INC.
6165 WEST DETROIT STREET
CHANDLER, AZ 85226
FED I.D. 86-0324978
307-778-8610/800-528-8242

INVOICE

PAGE 1 OF 1

Remit To: CRAFCO, INC.
DEPT #2279
PO Box 11407
BIRMINGHAM AL 35246-2279

Bill To: 918545
INYO COUNTY ROAD DEPT CA
PO Box Q
INDEPENDENCE CA 93526

INVOICE # 9403200232
INVOICE DATE 06/07/2024
DUE DATE 07/07/2024

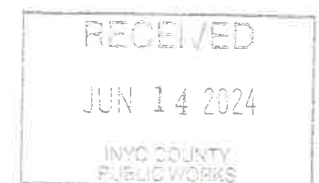
Ship To: 2066019
INYO COUNTY ROAD YARD
750 S CLAY ST
INDEPENDENCE CA 93526

FREIGHT TERMS PPA
TRACKING NUM CH ROBINSON
PLANT WY56 CRAFCO CHEYENNE
BOL NUM 83461332
TERMS Due in full within 30 days

P.O. NUMBER CHERISH	S.O. NUMBER 3286228	QUOTATION NUMBER BBBQ64719
------------------------	------------------------	-------------------------------

Item #	Material #	Item Description	Quantity	Units	Unit Price	Amount USD
000001	33339-PM	MASTIC ONE MELTABLE PACKAGING	44100	LB	0.646500	28,510.65

SALES AMOUNT 28,510.65
SUB TOTAL 28,510.65
STATE SALES TAX 2,067.02 ✓
COUNTY SALES TAX 142.55 ✓



ADDITIONAL NOTES:

All sales are subject to CrafcO Terms and Conditions of Sale which may be found at www.crafcO.com/Terms-of-Sale.pdf

NO STATEMENT WILL BE FURNISHED

PLEASE PAY THIS AMOUNT 30,720.22



CRAFCO, INC.
6165 WEST DETROIT STREET
CHANDLER, AZ 85226
FED I.D. 86-0324978
307-778-8610/800-528-8242

INVOICE

PAGE 1 OF 1

Remit To: CRAFCO, INC.
DEPT #2279
PO Box 11407
BIRMINGHAM AL 35246-2279

Bill To: 918545

INYO COUNTY ROAD DEPT CA
PO Box Q
INDEPENDENCE CA 93526

INVOICE # 9403200233
INVOICE DATE 06/07/2024
DUE DATE 07/07/2024

Ship To: 2066019

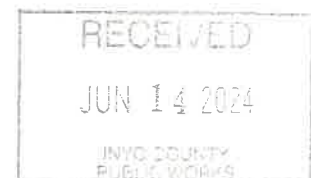
INYO COUNTY ROAD YARD
750 S CLAY ST
INDEPENDENCE CA 93526

FREIGHT TERMS PPA
TRACKING NUM CH ROBINSON
PLANT WY56 CRAFCO CHEYENNE
BOL NUM 83465161
TERMS Due in full within 30 days

P.O. NUMBER CHERISH	S.O. NUMBER 3286227	QUOTATION NUMBER BBBQ64719
------------------------	------------------------	-------------------------------

Item #	Material #	Item Description	Quantity	Units	Unit Price	Amount USD
000001	33339-PM	MASTIC ONE MELTABLE PACKAGING	44100	LB	0.646500	28,510.65

SALES AMOUNT 28,510.65
SUB TOTAL 28,510.65
STATE SALES TAX 2,067.02
COUNTY SALES TAX 142.55



ADDITIONAL NOTES:

All sales are subject to Crafcro Terms and Conditions of Sale which may be found at www.crafcro.com/Terms-of-Sale.pdf

NO STATEMENT WILL BE FURNISHED

PLEASE PAY THIS AMOUNT 30,720.22



CRAFCO FONTANA
14142 Whittram Ave, Fontana, 92335
Phone: 909-822-6822 - Fax: 909-822-2762

INYO COUNTY ROAD DEPT CA / 918545

INDEPENDENCE CA 93526

Phone: 760-878-0202

Fax: 760-878-2001

Alt Phone:

Email swilson@inyocounty.us

Order No: 2100064363

Order Date: 06/03/2024

Written By: Tereza Cardenas

Start Date: 06/10/2024

End Date: 12/10/2024

Delivery Method: (PPA) Delivered; Freight included

Unit #	Name	Serial #	Notes	Qty	Total
R689	RE56700 PATCHER II (56700)	1C9TP1224L1418244		1.000	3,232.50

Additional notes:

BILLED RENTAL DATES : 6/10/24 - 12/10/24

UNIT#:R689

SERIAL NUMBER:1C9TP1224L1418244

Rental Rate: \$3,232.50 / Month

Total of 6 month Rental

Order Subtotal: 3,232.50
Sales Tax: 250.52
Delivery Charge: 0.00
Total: 3,483.02

Amount Paid:
Balance Due: 3,483.02

Rental Agreement

A. It is understood that the Equipment will be operated for not more than 10 hours in anyone day; 50 hours in any one week; and 200 hours in any one month, and Lessee agrees that he will pay additional rental prorated at the applicable daily, weekly, or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee always agrees to keep it connected to the Equipment and in good working condition and it is to be used as the conclusive basis of the number of hours of operation. **If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.**

B. Lessee shall indemnify Crafcro Inc. against all loss or damage to the Equipment. The amount of any such loss or damage shall be based on the value shown on the contract or invoice. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.

C. Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operating and maintenance expenses while the Equipment is out of the possession of Crafcro, Inc., and to make, at its expense, any and all repairs. The equipment shall be returned to Crafcro, Inc. in as good condition as received, reasonable wear and tear excepted. If, upon its return to Crafcro, Inc., the Equipment is not in such good condition, Crafcro, Inc. may repair it and Lessee will pay the cost of any such repairs of Crafcro, Inc.'s regular shop rates. Lessee shall also be responsible for payment of any lost rental while unit is out of service.

D. **In the event of breakdown,** Lessee shall immediately discontinue use of equipment and contact Crafcro. Lessee agrees that in the event of equipment breakdown and/or maintenance Crafcro, Inc. is responsible for an adjustment to the rental invoice or time period in an amount equal to the time of usage lost, not to exceed 10 hours in anyone day; 50 hours in any one week; and 200 hours in any one month, at a rate equal to the rental paid for the period of lost usage. This adjustment is the total compensation to the Lessee for downtime. Any costs of project delays including but not limited to labor, transportation, penalties, and back charges will be the sole responsibility of the Lessee and Crafcro, Inc will be held harmless for any charges other than the adjusted rental time period.

E. Lessee assumes all risk and liability for and shall hold Crafcro Inc. and its assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession, or transportation of the Equipment. Lessee, at his own expense, will carry general liability insurance with minimum liability limits in the amount of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and in the minimum amount of \$150,000 per occurrence for property damage and automobile liability with minimum liability limits in the amount of \$1,000,000. Neither Crafcro, Inc., its assigns, the wholesale distributor, nor the Manufacturer shall be liable for any incidental or consequential damages which may result from any failure or use of the Equipment.

Crafcro Inc. must be named as additional insured on a Certificate of Insurance with an endorsement waiving subrogation and a copy of the certificate must be on file prior to rental of equipment.

F. Lessee agrees to always use an appropriate tow vehicle when moving equipment. Crafcro, Inc. will provide Lessee with tow vehicle requirements prior to rental. Only Lessee and it's assigns, trained and familiar with the proper and safe operation of the equipment, shall operate it. All tow vehicles must be equipped with a 3# Pintle Hitch, 7 Circuit Flat Blade Pin connector (RV style) and a Vehicle Brake Controller. Additionally, the vehicle must meet the minimum towing capacity appropriate for the rented equipment as listed below.

CH _____ Lessee Initial

Model of Equipment	Minimum Towing Capacity
Crack Vac, Sealcoater 550	9,990#
EZ1500 (all)	11,000#
EZ200, EZ200DC, EZ200 Conveyor, KM 2T Hot Box	7,000#
EZ400, EZ 1000, EZ1000 DC, EZ1000 Conveyor	9,990#
KM Infrared Recycler	1,000#
KM T2 Asphalt Recycler	12,000#
Patcher 4	15,000#
Patcher II	9,000#
SS125, SS60	5,200#
SS250, SS250 DC, SS 250 Conveyor	9,990#
Sealcoater 800	13,800#

G. Lessee acknowledges and agrees that this equipment will only to be used to apply materials supplied by Crafcro, Inc. The Lessee will not use any sealant, mastic, paint, replacement parts or other materials that are not supplied by Crafcro, Inc. without express written approval from an authorized representative of Crafcro, Inc. Should the Lessee use any products not supplied by Crafcro, Inc. without written authorization the Crafcro, Inc. may immediately terminate the rental and the Lessee forfeits all rental charges due to the Crafcro, Inc. through the balance of the term of the contract.

CH _____ Lessee Initial

H. Lessee agrees all equipment is required to be returned to the Crafcro, Inc. empty and clean of all materials used in the operation of this equipment: sealant, mastic, paint, patch products or other materials. Should this equipment be returned without being empty there will be a minimum charge of **\$750 PLUS** a disposal fee of \$10.00 per gallon for the material that is left in the unit.

A cleaning fee of **\$500** (minimum or \$125.00 per hour for any time beyond 4 hours) will be charged for any equipment not returned in the condition it was received.

CH _____ Lessee Initial

I) Lessee agrees to pay any toll charges incurred during the lease agreement period.

1. **Addition of Accessories:** Lessee will not, without the written consent of Crafcro, Inc., install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Crafcro, Inc. unless such accessory or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.

2. **Compliance with Regulations:** Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.

3. **Inspection:** Lessee shall, whenever requested, advise Crafcro, Inc. of the exact location of the Equipment. Crafcro, Inc. and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Crafcro, Inc. may remove the without notice to Lessee if, in the opinion of the Crafcro, Inc., it is being used beyond its capacity or in any other manner improperly cared for or abused.

4. **Assignment:** Lessee agrees that Crafcro, Inc. may assign this Rental Agreement and all right, title and interest of Crafcro, Inc. in and to the Equipment, and all rents due or to become due to Crafcro, Inc. hereunder (of which assignment Lessee hereby waives notice) and Lessee agrees to recognize such Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution out of any breach of any obligation hereunder or other liability of Crafcro, Inc. to Lessee. Lessee may not assign this Rental Agreement, sublease the Equipment, or allow its use by persons not in his employ.

5. **Default:** If Lessee shall fail to make any rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against him proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of or shall fail to comply with any other provisions of this Rental Agreement, or if any attachment, execution, writ or process is levied on any of Lessee's property, or if for any reason Crafcro, Inc. deems itself insecure or the Equipment unsafe, Lessee agrees to return the Equipment to Crafcro, Inc. on demand and Crafcro, Inc. may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to and this Rental Agreement shall thereupon terminate and be forfeited at the option of Crafcro, Inc.. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the Equipment, expenses, costs of removal of the Equipment from the of Lessee, and all freight, storage, transportation, and other charges incurred in such removal and return to Crafcro, Inc. at its place of business.

6. **Construction:** This is an agreement for rental only and nothing herein shall be construed as conveying to Lessee any right, title, or interest in or to any item of Equipment leased hereunder, except as a Lessee.

7. **Guaranteed Rental:** Return of Equipment: Provided the guaranteed rental shown on the contract or invoice is or has been paid, Lessee may return the Equipment and terminate this Rental Agreement on three days# notice to Crafcro, Inc.

8. **General:** Time is of the essence of this Rental Agreement. Crafcro, Inc.'s failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Crafcro, Inc.'s right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

9. **Law and Venue.** In the event of any actual or threatened breach of the provisions of this Agreement by either Party, the Parties hereby irrevocably and unconditionally consent to submit to the jurisdiction of the courts of the State of Arizona, County of Maricopa, or, if it has or can acquire jurisdiction, the United States District Court for the District of Arizona, for any actions, suits, or proceedings arising out of or relating to this Agreement, and each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, in such courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum. In the event any Party brings suit to construe or enforce the terms hereof, the prevailing Party shall be entitled to recover its attorneys' fees and expenses. **THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS OR COUNTERCLAIMS ARISING HEREUNDER.**

Lessee: Cherish Hegi Date: 06/25/2024

Lessee Print Name and Title: Cherish Hegi



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

July 9, 2024

Reference ID:
2024-500

Southern Inyo Airport Advisory Committee Vacancies and Bylaws Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -
Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

A) Approve Resolution No. 2024-22, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Amending Resolution No. 1977-116," and authorize the Chairperson to sign;
and

B) Make the following appointments to the Southern Inyo Airport Advisory Committee:

--Neil Woodruff, Joe Cappello, and Travis Powell each to an unexpired 4-year term ending June 1, 2028;
and

-- Don Bright and Paul Lamos each to an unexpired 4-year term ending June 1, 2028;

(A Notice of Vacancy resulted in requests for appointment from the five individuals cited above.)

BACKGROUND / SUMMARY / JUSTIFICATION:

On April 24, 2024, the Southern Inyo Airport Advisory Committee adopted a set of bylaws for the Committee by a four to zero vote, with two absent. The bylaws restructure the committee, changing the eight positions to five regular voting positions and one alternate voting position.

Per your Board's policy, the vacancies were advertised in the newspaper on April 27, May 11, and June 22, 2024, and the members serving in the positions were notified of the opportunity to reapply. This resulted in five letters of interest, which are attached to this agenda.

FISCAL IMPACT:

Funding Source		Budget Unit	
Budgeted?		Object Code	
Recurrence			
Current Fiscal Year Impact			
There are no fiscal impacts to these appointments.			
Future Fiscal Year Impacts			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to appoint the positions on the SIAAC.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

The Assistant Clerk of the Board advertised the vacancies.

ATTACHMENTS:

1. Resolution No. 2024-22
2. SIAAC Bylaws
3. SIAAC - Paul Lamos
4. SIAAC - Joe Cappello
5. SIAAC - Don Bright
6. SIAAC - Neil Woodruff
7. SIAAC - Travis Powell

APPROVALS:

Ashley Helms	Created/Initiated - 6/26/2024
Darcy Ellis	Approved - 6/27/2024
Ashley Helms	Approved - 6/28/2024
John Vallejo	Approved - 6/28/2024
Michael Errante	Approved - 7/2/2024
Nate Greenberg	Final Approval - 7/2/2024

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING AND REPLACING RESOLUTION NO. 1977-116 REGARDING THE SOUTHERN AIRPORT ADVISORY COMMITTEE

Resolution 1977-116 is hereby replaced with the following:

WHEREAS, a group of citizens within the Independence and Lone Pine area have requested the Board of Supervisors of the County of Inyo to establish a Southern Airport Advisory Committee to the Board; and

WHEREAS, the Board of Supervisors finds that an Airport Advisory Committee would be in the best interest of the County so far as planning and other aspects of aviation are concerned; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors establishes a Southern Airport Advisory Committee to serve at the will of the Board and make recommendations on all aspects of aviation and airport planning.

BE IT FURTHER RESOLVED that the Southern Inyo Airport Advisory Committee's operations will be governed by the attached bylaws, which may be amended as stipulated in said bylaws; and

BE IT FURTHER RESOLVED that the Southern Airport Advisory Committee will be limited to five (5) regular voting members and one (1) alternate voting member, appointed by the Board of Supervisors, and each appointment shall be for a period of four years

BE IT FURTHER RESOLVED that the boundaries of said Southern Airport Advisory Committee be bounded as follows:

Bounded on the south by the southerly line of the county; bounded on the east by the easterly line of the county; bounded on the west by the westerly line of the county; bounded on the north by the southerly line of Township 10 South, M.D.M.

PASSED AND ADOPTED on this 9nd day of July 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest: Nate Greenberg
Clerk of the Board

By _____

Matt Kingsley, Chairperson
Inyo County Board of Supervisors

Darcy Ellis
Assistant Clerk of the Board

**BY-LAWS OF THE SOUTHERN
INYO AIRPORT ADVISORY COMMITTEE**

ARTICLE I
ESTABLISHMENT OF SOUTHERN INYO AIRPORT ADVISORY COMMITTEE

The Inyo County Board of Supervisors (Board) concluded that obtaining input from an advisory committee has been and will be in the best interests of Inyo County (County) with regard to airport planning and other general aspects of aviation impacting the Lone Pine/Death Valley Airport and the Independence Airport.

The Southern Inyo Airport Advisory Committee (Committee) was created by Resolution No. 1977-116 of the Inyo County Board of Supervisors on August 9, 1977, and is known as Southern Inyo Airport Advisory Committee (Committee).

ARTICLE II PURPOSE

The Committee shall review and evaluate matters affecting aviation and planning at the Lone Pine/Death Valley Airport and the Independence Airport and make recommendations thereon to the Board with particular attention to the following:

- A. Act as an advisory Committee for the Board providing advice and information of primary concern to Lone Pine/Death Valley Airport and the Independence Airport;
- B. Provide advice and recommendations to the Board regarding promoting, aiding, and encouraging the public use and development of the Lone Pine/Death Valley Airport and the Independence Airport and its ancillary facilities;
- C. Study and make recommendations to the Board on the improvement and development of the Lone Pine/Death Valley Airport and the Independence Airport facilities;
- D. Identify and make recommendations to the Board regarding additional sources of funding for the Lone Pine/Death Valley Airport and the Independence Airport facilities;
- E. Provide advice and recommendations to the Board with respect to steps which can be taken locally for the enhancement and development of Lone Pine/Death Valley Airport and the Independence Airport;
- F. Provide advice and recommendations to the Board on all other issues brought before the Committee; and
- G. Adopt subject to Board ratification such bylaws, rules, and regulations as in the Committee's opinion may be required for the Committee's operations.

ARTICLE III
COMMITTEE, TERM, VACANCY, VOTING

- A. **COMMITTEE COMPOSITION.** The Committee shall be composed of five (5) "regular voting" members, one (1) "alternate voting" member (collectively referred to herein as "voting members").

- B. **BOARD APPOINTMENT VOTING MEMBERS.** Following publication and review of written applications from Inyo County residents, the voting members shall be appointed by majority vote of the Board.
- C. **COMPENSATION.** All members will serve without compensation.
- D. **LENGTH OF TERM.** All members serve a four (4) year term and serve at the pleasure of the Board.
- E. **REAPPOINTMENT.** Voting members may be recommended by the Committee for re-appointment. Any Committee recommendation for reappointment will be forwarded to the Board Clerk with a completed application (available from the Board Clerk) for submission to the Board for consideration.
- F. **VACANCIES.** Vacancies on seats occupied by voting members shall be filled in accordance with Inyo County's Appointment Policy found in the Inyo County Administrative Manual. The Board Clerk shall be advised of any actual or anticipated unscheduled vacancy on the Committee immediately upon learning of such. Following advertisement and receipt of applications, the Board will review applications and fill the vacancy for the remainder of a former incumbent's term.
- G. **VOTING.** Each regular voting member and alternate member sitting specially for a regular voting member shall have one vote to be exercised. No votes may be exercised by proxy.

ARTICLE IV
OFFICERS: TERMS, POWERS AND DUTIES

- A. **OFFICERS.** The officers of the Committee shall consist of a Chairperson, Vice-Chairperson, and Secretary.
- B. **ELECTIONS & TERMS.** The Chairperson, Vice-Chairperson, and Secretary shall be annually elected by a majority vote of the Committee at the first meeting of the calendar year, and serve for a term of one (1) year or until replaced. If for any reason such election cannot occur at the first annual meeting, it shall take place as soon thereafter as is practicable.
- C. **BEGINNING OF TERMS.** The elected Officers shall take office immediately after election.
- D. **DUTIES.** The officers shall carry out those duties and functions normally associated with their respective offices, as follows:
 - 1. Chairperson -
 - a. The Chairperson shall preside at all meetings.
 - b. The Chairperson shall be responsible for observing and applying the rules and procedures for meeting.
 - c. Staff shall develop the agenda for meetings and ensure its posting according to County policy and State law, with input from the Chairperson.
 - d. The Chairperson shall develop the Report of Committee Actions.
 - 2. Vice-Chairperson -
 - a. The Vice-Chairperson shall act as Chairperson in the absence of the Chairperson.
 - 3. Secretary -
 - a. The Secretary shall commit the specific language of motions being considered to writing

- before votes are taken.
- b. The Secretary shall take and maintain minutes of all meetings.
- c. The Secretary, or designee, shall be responsible for preparing all correspondence of the Committee with assistance from Staff.

ARTICLE V **MEETINGS**

- A. **REGULAR MEETINGS:** The Committee shall meet at least four (4) times per year: on the last Wednesday of the first month of each calendar quarter at a time and place designated by the Committee. The meetings will comply with the Ralph M. Brown Act (Government Code 54950, et seq.) including notice of special meetings, as required.
- B. **SPECIAL MEETINGS:** Meetings other than regular meetings may be called by the Chairperson, the Board of Supervisors, or upon request of three (3) members of the Committee, the location of a special Committee meeting shall be determined and designated by the Committee at least twenty- four hours prior to such meeting.
- C. **QUORUM:** Three (3) members of the Committee in attendance shall constitute a quorum for the purposes of transacting business of the Committee. Actions of the Committee shall be by a majority vote of all regular voting members present after a quorum has been established. All voted actions of the Committee shall be recorded by the secretary and kept as a permanent record of the Commission.
In the event a regular voting member is absent, and the alternate member is present, the alternate member will sit in the absent regular voting member's place and count toward the creation of a quorum. The alternate member may exercise all power and authority held by the absent regular member, except authority conferred on that member as an officer.
- D. **REPORT OF COMMITTEE ACTIONS:** Committee Actions will be reported as follows:
 - I. Within two (2) weeks of a committee meeting the Chairperson shall develop a Report of Committee Action. The report shall include the date of the meeting, the specific language of actions taken, a tally of the votes taken, and such background and discussion information the Chairperson deems appropriate. The report shall be forwarded to
 - a. the office of Inyo County Public Works for distribution to the Public Works Director;
 - b. the Clerk of the Board of Supervisors for distribution to members of the Board of Supervisors; and
 - c. the Airport Manager for posting at the Airport bulletin board.
 - II. By a majority vote, the committee may authorize the Public Works Deputy Director, Chairperson, or his designee, and up to one additional committee member, to present a report of committee action at a Board of Supervisors meeting.
- E. **ATTENDANCE.** Regular attendance at meetings is expected of all Committee members. Any Committee member who fails to attend three (3) consecutive meetings, unless excused by the Committee, may be subject to dismissal. In that event, the Committee shall consider whether to recommend that the Board of Supervisors remove the member. If the Committee votes to make such a recommendation, the Secretary shall convey that decision and recommendation, and the reason therefore, to the Board of Supervisors for consideration and action.

F. **ADOPTION OF BYLAWS.** Following adoption of these amended Bylaws by Committee, these bylaws may be repealed or amended by a vote of at least three members at any meeting of the Committee subject to ratification by the Board.

PASSED AND ADOPTED by the Southern Inyo County Airport Advisory Committee, this 24th day of April, 2024 by the following vote:

AYES: 4
NOES: 0
ABSENT: 2
ABSTAIN: 0

ACTING CHAIRPERSON,
SOUTHERN INYO AIRPORT ADVISORY COMMITTEE

Attest:

By:

Paul Lamos
625 Alabama Drive
Lone Pine CA 93545

Inyo County Board of Supervisors
c/o Darcy Ellis
P. O. Drawer N
Independence CA 93526

Re: Southern Inyo Airport Advisory Committee Reappointment Request

Dear Supervisors:

It has come to my attention that my term on the Committee expired June 1, 2023. At our meeting on April 24, 2024, we recommended to the Board of Supervisors an updated set of bylaws which if adopted by your board will reduce the size of the Committee from eight members to five with one alternate.

I was recommended to the Committee by Supervisor Kinglsey as a person to represent the fire department, as I am a captain on the Lone Pine Volunteer Fire Department which uses the Lone Pine airport frequently for Life flights and occasionally for brush/forest fires. It is my understanding that Joe Capello is interested in serving on the Committee and if that is the case I would defer to him as he is a Fire Chief and a pilot.

Not knowing if the Committee membership number will be changed or how many current members are going to remain on the Committee I am offering to remain on the Committee as a member or alternate as needed. If the Committee roster is filled (hopefully with a Fire Department member) then thank you for your consideration.

Best regards,

A handwritten signature in blue ink that reads "Paul Lamos". The signature is fluid and cursive, with the first name "Paul" being more prominent than the last name "Lamos".

Paul Lamos

May 7, 2024

Inyo County Board of Supervisors;

I would like to be considered for an appointment to a 4-year term on the Southern Inyo Airport Advisory Committee. Please contact me if you need any further information.

Thank You,

Joe Cappello

A handwritten signature in blue ink that reads "Joe Cappello". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

P.O. Box 191

Independence, CA 93526

(760) 920-1108



**BOARD OF SUPERVISORS
COUNTY OF INYO**

MEMBERS OF THE BOARD
TRINA ORRILL
JEFF GRIFFITHS
SCOTT MARCELLIN
JENNIFER ROESEER
MATT KINGSLEY

EL CAMINO SIERRA
P.O. BOX N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

NOTICE OF VACANCY
SOUTHERN INYO AIRPORT ADVISORY COMMITTEE

NATE GREENBERG
Clerk of the Board

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting letters of interest to fill the following terms on the Southern Inyo Airport Advisory Committee:

- Three (3) four-year terms expiring June 1, 2028
- Two (2) four-year terms expiring June 1, 2027
- One (1) four-year term for an alternate expiring June 1, 2027

If you are interested in filling any of these terms, please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before Friday, May 10 at 5 p.m. Postmarks are not accepted.

For more information, please call (760) 872-2971.

Attention, Legal Notices:

Ashley Helms

Subject: FW: SIAAC

From: Donald Bright <dbrightnotso@aol.com>

Sent: Thursday, May 9, 2024 12:31 PM

To: Darcy Ellis <dellis@inyocounty.us>

Subject: Re: SIAAC

Good Morning Darcy. I would be willing to serve, if needed and other candidates don't apply, on the SIAAC as either a committee member or as an alternate. If you have any questions call me at 760 878 8275. If you need a more formal correspondence I can accommodate that requirement.

On Apr 25, 2024, at 11:07, Darcy Ellis <dellis@inyocounty.us> wrote:

Good morning, Don,

I write to inform you that your term on the Southern Inyo Airport Advisory Committee will expire June 1, 2024, and the position will be considered a vacancy at that time. It is the policy of the Board, in compliance with requirements of State law, to advertise all vacancies prior to making an appointment. (See accompanying Notice to be published in the Inyo Register.)

If you are interested in being reappointed to the commission, to complete a four-year term ending June 1, 2028, please send a letter requesting appointment to the Inyo County Board of Supervisors Office, P.O. Drawer N, Independence, CA 93526, or dellis@inyocounty.us. In order to be considered for the appointment, your request must be received by the Board of Supervisors on or before Friday, May 10 at 5 p.m. Postmarks are not accepted.

Darcy Ellis

Assistant Clerk of the Board/

Public Relations Liaison

224 N. Edwards St.

P.O. Drawer N (mail)

Independence, CA 93526

(760) 878-0373 • (760) 878-0292

CONFIDENTIALITY NOTICE: This e-mail communication, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and/or legally privileged information. Any unauthorized interception, review, use, disclosure or distribution is prohibited and may violate applicable laws, including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

<NOTICE OF VACANCY- SIAAC 2024.doc>

Ashley Helms

Subject: FW: Reappointment to SIAAC

From: Neil Woodruff <neilguides@gmail.com>

Sent: Friday, April 26, 2024 9:10 AM

To: Darcy Ellis <dellis@inyocounty.us>

Subject: Reappointment to SIAAC

Thank you Darcy for the notice. The last four years have flown by! I would like to request reappointment to the SIAAC. The attached document contains my complete letter to the Board of Supervisors . Below is a cut and paste of the letter in case attachments can not be opened on a county computer.

Sincerely yours.
Neil Woodruff

To the Inyo County Board of Supervisors,

I would like to request reappointment to the Southern Inyo Airport Advisory Committee. I believe that I have achieved a sound grasp on the issues of airport operations, maintenance priorities, and regulations governing these during my six years on this committee. I feel that I have value and expertise needed on this committee from twenty-five years in the outdoor industry (including guiding for and managing a mountaineering guide service in the local area for the last fifteen years), destination tourism in multiple states and continents (ski and guide industries), and management of the needs and expectations of an elite level of guest in the travel market. It is this demographic to whom I would like to help find ways to encourage their visitation to the Lone Pine area other than the necessity in checking off a high point for the state and country. For an area with limited potential for growth in overall tourism visits I feel that finding a way for each visitor to purchase more during their time in the area is key. In addition to the tourism service portion of my resume I have thirty-five years of construction experience with extensive time in historical restoration and preservation of various construction methods from the 1800s to the contemporary era. I believe I still have projects to complete with this committee and would like to continue the progress.

Sincerely,
Neil Woodruff

Ashley Helms

Subject:

FW: RE:

From: Travis Powell <bwftravis@gmail.com>

Sent: Sunday, June 23, 2024 9:44 PM

To: Darcy Ellis <delis@inyocounty.us>

Subject: Re: RE:

Hell Darcy,

Please accept this email as my interest in serving on the Southern Inyo Airport Advisory Committee.

Thank you,
Travis Powell



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

July 9, 2024

Reference ID:
2024-503

Amendment No. 1 to the Agreement with Preferred Septic and Disposal

Public Works - Parks & Recreation

ACTION REQUIRED

ITEM SUBMITTED BY

Cap Aubrey, Assistant Public Works Director

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Ratify and approve Amendment No. 1 to the contract between the County of Inyo and Preferred Septic and Disposal increasing the contract to an amount not to exceed \$101,000.00 for the waste hauling of the South County Campgrounds, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On June 14, 2022 your Board entered into a three-year agreement with Preferred Septic and Disposal to provide waste hauling services for the South County campgrounds. Due to extra pickups being needed throughout the year, it is necessary to increase the amount of the contract.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	076900
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
An amount not to exceed \$101,000 is budgeted for fiscal year 2023/2024 and 2024/2025			
Future Fiscal Year Impacts			
Additional Information			

Funds for this service are included in the Parks and Recreation budget 076900, object code 5265.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If the amendment is not approved by your Board the agreement will be inadequate to compensate the hauler for the full term of the agreement necessitating other arrangements to remove trash from County campgrounds.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Amendment 1 Preferred South County Parks (2)

APPROVALS:

Teresa Elliott	Created/Initiated - 6/24/2024
Darcy Ellis	Approved - 6/24/2024
Breanne Nelums	Approved - 6/24/2024
Christian Milovich	Approved - 6/28/2024
John Vallejo	Approved - 6/28/2024
Amy Shepherd	Approved - 6/28/2024
Michael Errante	Approved - 6/28/2024
Nate Greenberg	Final Approval - 6/29/2024

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Preferred Septic and Disposal
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Preferred Septic and Disposal, of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 14, 2022, on County of Inyo Standard Contract No. 116, for the term from July 1, 2022 to June 30, 2025.

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:

The total sum of all payments made by the County to Contractor for services and work performed under this agreement shall not exceed One Hundred One Thousand Dollars (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.

County will pay contractor amount not to exceed \$101,000 for all work listed in Attachment A.

In Attachment B , Agreement Between County of Inyo and Preferred Septic and Disposal, Not to Exceed annual amounts for each fiscal year is changed to Total Amount of Funding is \$101,000.

The effective date of this Amendment to the Agreement is June 1, 2024.

All the other terms and conditions of the Agreement are unchanged and remain the same.

County of Inyo Standard Contract - No. 116

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

Dated: _____

Dated:

032421

AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF WASTE HAULING FOR SOUTH COUNTY PARKS SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the WASTE HAULING services of PREFERRED SEPTIC AND DISPOSAL of BISHOP, CA (hereinafter referred to as "Contractor"), 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 Contractor 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 Contractor to perform under this Agreement will be made by JOHN PINCKNEY, whose title is: DEPUTY PUBLIC WORKS DIRECTOR. Requests to the Contractor 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 Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor 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 Contractor 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. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from JULY 1, 2022 to JUNE 30, 2025 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor 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 Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor 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, Contractor 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. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Ninety One Thousand Fifty Nine and 58/100 xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Dollars

(\$ 91,059.58) (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. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all 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 services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(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 Contractor 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 contractors when it is anticipated that total annual payments to Contractor 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 Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, 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, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor'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 Contractor that the performance of these services and work will require a varied schedule. Contractor 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, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor 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 Contractor at no expense to the County. Contractor 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 Contractor 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. Contractor 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. Contractor 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, ET CETERA.

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

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, 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, Contractor'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, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

B. Contractor 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 Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, 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 any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature 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. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, 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 Contractor. 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, Contractor, 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. Contractor 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. Contractor 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 Contractor thirty (30) days written notice of such intent to cancel. Contractor 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 Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor 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.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor 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.

Contractor 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.

Contractor 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, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, 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, Contractor 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 Contractor 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 Contractor 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	
<u>Parks and Recreation</u>	Department
<u>1360 N Main St</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Preferred Septic and Disposal</u>	Name
<u>1280 N Main St Suite 1</u>	Address
<u>Bishop, CA 93514</u>	City and State

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.

////

////

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 27th DAY OF June, 2022.

By: Dan Tether
Signature

Dated: 06/27/2022

By: Michelle E
Signature

Dated: _____

Christian E. Milovich

Christie Martindale
County Auditor

K. Oney
Personnel Services

County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF WASTE HAULING FOR SOUTH COUNTY PARKS SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Christian E. Milovich

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmberg

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF WASTE HAULING FOR SOUTH COUNTY PARKS **SERVICES****

TERM:

FROM: July 1, 2022 **TO:** June 30, 2025

SCOPE OF WORK:

Provide pick-up of waste on scheduled once per week service and on-call basis (see below) from Tinnemaha Campground, Taboose Campground; from Diaz Lake, Independence Creek and Portagee Joe campgrounds, and transfer to an appropriate landfill site.

SCHEDULED SERVICE CAMPGROUND/PARK (ONCE PER WEEK) MONTHLY PRICE
(Note: Service for 52 weeks per year)

Diaz Lake (8) -- 3 yd Bear Resistant Bins

SUMMER SEASON

Taboose CG (May –Oct) (4) -- 3 yd Bear Resistant Bins
Tinnemaha CG (May-Oct) (2) -- 3 yd Bear Resistant Bins
Portagee Joe CG (May-Oct) (2) -- 3 yd Bear Resistant Bins
Independence CG (May-Oct) (2) -- 3 yd Bear Resistant Bins

WINTER SEASON

Taboose CG (Nov-Apr) (2) -- 3 yd Bear Resistant Bins
Tinnemaha CG (Nov-Apr) (1) -- 3 yd Bear Resistant Bins
Portagee Joe CG (Nov-Apr) (1) -- 3 yd Bear Resistant Bins
Independence CG (Nov-Apr) (1) -- 3 yd Bear Resistant Bins

Contractor shall furnish, at contractor's sole expense, all bear resistant bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

Contractor must be permitted to operate in Inyo County prior to commencement of the scope of work and contract term.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF WASTE HAULING FOR SOUTH COUNTY PARKS **SERVICES****

TERM:

FROM: July 1, 2022 **TO:** June 30, 2025

SCHEDULE OF FEES:

SCHEDULED SERVICE CAMPGROUND/PARK (ONCE PER WEEK) MONTHLY PRICE
(Note: Service for 52 weeks per year)

Diaz Lake (8) -- 3 yd Bear Resistant Bins \$ 1267.12

Total for 12 months \$ 15,205.44

SUMMER SEASON

Taboose CG (May-Oct) (4) -- 3 yd Bear Resistant Bins \$ 633.56

Tinnemaha CG (May-Oct) (2) -- 3 yd Bear Resistant Bins \$ 316.78

Portagee Joe CG (May-Oct) (2) -- 3 yd Bear Resistant Bins \$ 316.78

Independence CG (May-Oct) (2) -- 3 yd Bear Resistant Bins \$ 316.78

Total for 6 months \$9,503.40

WINTER SEASON

Taboose CG (Nov-Apr) (2) -- 3 yd Bear Resistant Bins \$ 316.78

Tinnemaha CG (Nov-Apr) (1) -- 3 yd Bear Resistant Bins \$ 158.36

Portagee Joe CG (Nov-Apr) (1) -- 3 yd Bear Resistant Bins \$ 158.36

Independence CG (Nov-Apr) (1) -- 3 yd Bear Resistant Bins \$ 158.36

Total for 6 months \$4,751.70

CPI Adjustment

This contract will include an annual CPI adjustment to rates determined by the Garbage and Trash Collection Index as published by the Bureau of Labor Statistics at the end of each fiscal year using the annual average change for the previous year.

NOT TO EXCEED ANNUAL AMOUNT FOR A THREE FISCAL YEARS: \$ 91,059.58

FY 22/23 \$29,460.54

FY 23/24 \$30,344.36

FY 24/25 \$31,254.69

TOTAL \$91,059.58

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF WASTE HAULING FOR SOUTH COUNTY PARKS SERVICES**

TERM:

FROM: July 1, 2022 **TO:** June 30, 2025

SEE ATTACHED INSURANCE PROVISIONS

Exhibit XX: Insurance Requirements for Waste Hauler 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 Contractor's performance under the Contract. The cost of such insurance shall be borne by the Contractor.

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.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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 Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

County of Inyo, its Board, officials, agents, volunteers, and employees shall be additional insureds for liability arising out performance under Contract (Insurance Services Office endorsement CG 20 11 or equivalent). The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them. The policy shall be endorsed to include a waiver of the insurer's right to subrogate against County. The policy shall cover inter-insured suits between County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately. Required Evidence of Insurance (3): Copy of the additional insured endorsement or policy language granting additional insured status,

Copy of the endorsement or policy language indicating that Insurance is primary and non-contributory; and Certificate of Insurance specifically referencing contractor term.

Automobile Liability

Automobile liability with limits no less than **\$5,000,000** combined single limit per accident. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Contract or any extensions of the term. Insurance shall apply to hired and non-owned autos. Required Evidence of Insurance (1): Certificate of Insurance

Workers' Compensation

Workers' Compensation Insurance as required by the State of California, with **Statutory** Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury per employee or disease per policy. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County. This provision may be waived if Contractor has no employees and provides a letter on Contractor letterhead certifying it has no employees. If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Contract or any extensions of the term. Required Evidence of Insurance (2): Subrogation waiver endorsement, and Certificate of Insurance.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following 12 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. Address for endorsements and certification is: Inyo County, PO Box N, Independence, CA 93526.

Primary Coverage

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance coverage 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.

Notice of Cancellation

Each insurance policy required above shall provide 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.

Claims-Made Policies

If General Liability coverage is written on a claims-made form: (1) The retroactive date must be shown and must be before the date of the Contract or the beginning of Contract work; (2) Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five years after completion of contract work; and (4) a copy of the claims reporting requirements must be submitted to Inyo County for review.

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.

Self-Insured Retentions

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

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required 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 listing all policy endorsements to Inyo County before work begins. 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. Please provide copy of policy declarations to facilitate coverage verification.

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 format least as broad as CG 20 38 04 13. Inyo County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Contract, it shall be deemed a material breach of this Contract. County, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance and Contractor shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.












budget 076900 obj 5265

Final Audit Report

2024-06-21

Created:	2024-06-19
By:	Teresa Elliott (telliott@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsvKg32tsnmztDtM8JPvkZk7zrfC8EPI3

"budget 076900 obj 5265" History

-  Document created by Teresa Elliott (telliott@inyocounty.us)
2024-06-19 - 8:26:01 PM GMT
-  Form filled by Teresa Elliott (telliott@inyocounty.us)
Form filling Date: 2024-06-19 - 8:35:38 PM GMT - Time Source: server
-  Document emailed to Breanne Nelums (bnelums@inyocounty.us) for approval
2024-06-19 - 8:35:40 PM GMT
-  Email viewed by Breanne Nelums (bnelums@inyocounty.us)
2024-06-19 - 9:36:26 PM GMT
-  Document approved by Breanne Nelums (bnelums@inyocounty.us)
Approval Date: 2024-06-19 - 9:37:57 PM GMT - Time Source: server
-  Document emailed to Christian Milovich (cmilovich@inyocounty.us) for signature
2024-06-19 - 9:37:59 PM GMT
-  Email viewed by Christian Milovich (cmilovich@inyocounty.us)
2024-06-19 - 9:43:49 PM GMT
-  Email viewed by Christian Milovich (cmilovich@inyocounty.us)
2024-06-20 - 9:50:21 PM GMT
-  Signer Christian Milovich (cmilovich@inyocounty.us) entered name at signing as Christian E. Milovich
2024-06-20 - 9:50:56 PM GMT
-  Document e-signed by Christian E. Milovich (cmilovich@inyocounty.us)
Signature Date: 2024-06-20 - 9:50:58 PM GMT - Time Source: server
-  Document emailed to Christie Martindale (cmartindale@inyocounty.us) for signature
2024-06-20 - 9:50:59 PM GMT

 Email viewed by Christie Martindale (cmartindale@inyocounty.us)

2024-06-21 - 2:52:22 PM GMT

 Document e-signed by Christie Martindale (cmartindale@inyocounty.us)

Signature Date: 2024-06-21 - 2:52:41 PM GMT - Time Source: server

 Agreement completed.

2024-06-21 - 2:52:41 PM GMT



COUNTY OF INYO
CALIFORNIA

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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

July 9, 2024

Reference ID:
2024-508

Quincy Engineering Contract Amendment No. 2 for bridge replacement work efforts

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -
Airports

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Ratify and approve Amendment No. 2 to the agreement between the County of Inyo and Quincy Engineering, now Consor North America, Inc. of Chicago, IL, extending the term end date from June 30, 2024 to June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This consultant service contract covers the engineering design, environmental review, right of way acquisition, and limited construction support for the Walker Creek Road Bridge Replacement Project and the Carroll Creek Road Bridge Replacement Project. The projects are 100% federally funded through the Federal Highway Administration's Highway Bridge Program, which is administered by Caltrans. The Carroll Creek project is still awaiting an easement for road right-of-way from Los Angeles Department of Water & Power (LADWP), and the Walker Creek project will go to bid in July.

The contract with Quincy includes several bidding and construction phase services, such as responses to Requests for Information from contractors. This contract term extension will allow Quincy to complete the scope of work when the projects move to construction.

FISCAL IMPACT:

Funding Source	Grant Funded - Highway Bridge Program funding through the Federal Highway Administration	Budget Unit	034601
Budgeted?	Yes	Object Code	5735 (Carroll) and 5736 (Walker)
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to amend the contract term. This is not recommended, as the Walker Creek Road Bridge Replacement Project is about to go to bid, and bid support from the design firm may be needed. Additionally, the Carroll Creek Road Bridge Replacement Project will likely receive Right of Way clearance in the upcoming fiscal year and the Plans & Specifications will need to be finalized.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Quincy Engineering Contract
2. Quincy Engineering Contract Amendment No. 1
3. Quincy Engineering Contract Amendment No. 2

APPROVALS:

Ashley Helms	Created/Initiated - 6/25/2024
Darcy Ellis	Approved - 6/26/2024
Breanne Nelums	Approved - 6/26/2024
Grace Chuchla	Approved - 6/27/2024
John Vallejo	Approved - 6/27/2024
Amy Shepherd	Approved - 6/27/2024
Michael Errante	Approved - 6/28/2024
Nate Greenberg	Final Approval - 6/29/2024

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 10th day of July 2018 an order was duly made and entered as follows:

*Public Works –
Quincy
Engineering
Contract*

Moved by Supervisor Pucci and seconded by Supervisor Tillemans to: A) approve the contract between the County of Inyo and Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for Consultant Services with a not-to-exceed amount of \$876,903 for the period of July 10, 2018 through July 31, 2021; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Griffiths absent.

WITNESS my hand and the seal of said Board this 10th
Day of July, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: July 12, 2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action

☐ Public Hearing ☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use
Only:

AGENDA NUMBER

15

FROM: Public works

FOR THE BOARD MEETING OF: JUL 10 2018

SUBJECT: Approve the contract for Architectural and Engineering (A&E) Consultant Services with Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for design, environmental, hydraulic, geotechnical and right-of-way services for the Carroll Creek Road Bridge Replacement Project and Walker Creek Road Bridge Replacement Project (Projects).

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- A) Approve the Contract between the County of Inyo and Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for Consultant Services with a not-to-exceed amount of \$876,903;
- B) Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The bridges over the Los Angeles Aqueduct on Carroll Creek Road and Walker Creek Road were programed for replacement through the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP), which is administered by Caltrans. The Preliminary Engineering (PE) Phase began in 2014 under an On-Call Contract with QEI. On-Call Contracts may not be extended beyond five years per FHWA regulations; therefore the County was required to complete the Request for Proposal (RFP) process to choose a consultant to complete the Projects. QEI was the only consultant to submit a proposal. Two other consultants did submit letters/emails stating they chose not to submit a proposal due to QEI's four years of experience and familiarity with the Projects. Public Works decided that re-advertising the RFP was unlikely to result in additional or better proposals; Caltrans Local Assistance concurred. Continuing the design process with QEI is the most cost and time efficient choice. Construction is expected to begin for the Projects in 2020.

The not-to-exceed amount of \$876,903 (eight hundred seventy six thousand, nine hundred and three dollars) is divided into two categories: required work and optional tasks. The required work includes the tasks known to be necessary to complete the design phase. The optional tasks include possible environmental permits, record of survey preparation, construction support, etc. (see Attachment B to the contract for a complete list). If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Consultant to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective by written Amendment to the contract only.

ALTERNATIVES:

Your Board could choose not to approve this contract with Quincy Engineering, Inc., and instruct Public Works to re-advertise the RFP, this is not recommended as it is unlikely re-advertising would result in additional proposals.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the consultant after the contract is awarded; County counsel has reviewed and approved contract documents; Caltrans to reimburse the County for costs incurred.

FINANCING:

The cost of the contract will be paid through budget unit 034601 (State Funded Road Budget), object code 5735 (Carroll Creek) and 5736 (Walker Creek). In fiscal year 18/19, \$500,000 is budgeted for this contract between the two projects; the remaining costs will be incurred in fiscal year 19/20 and beyond. The Carroll and Walker projects are both 100% reimbursable through the HBP. Though the not-to-exceed amount of this contract does exceed the current funding allocation for PE for these two projects, the PE cost increases have been deemed eligible by Caltrans, and will be covered as additional funds become available to the program (see attached letter from Caltrans).

APPROVALS

COUNTY COUNSEL:

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

Hee Salha

Approved: YES

Date 6/22/18

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

[Signature]

Approved: yes

Date 6/26/18

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

S. Dismore

Approved: yes

Date 6/28/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 6/28/18

CONTRACT BETWEEN THE COUNTY OF INYO
AND Quincy Engineering Inc.

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with Quincy Engineering Inc.
 (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

TERMS AND CONDITIONS

1. STATEMENT OF WORK

The 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 Consultant to perform under this Contract will be made by the Public Works Director, Clint Quilter . Requests to the Consultant for work or services to be performed under this Contract 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 Consultant by the County under this Contract. County by this Contract incurs no obligation or requirement to request from 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 Contract.

Services and work provided by the Consultant at the County's request under this Contract will be performed in a manner consistent with the requirements and standards established by applicable Federal, State, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

☒ **Option 1 – for Actual Cost-Plus Fixed Fee Contracts**

A. This Contract shall go into effect on July 10, 2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on July 31, 2021, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

☐ **Option 2 – for On-Call Contracts**

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

3. WORK SCHEDULE

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

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$64,647.73. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Ashley Helms
County of Inyo, Public Works Department
P.O. Drawer Q
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed
\$876,903.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction, or more than \$15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Contract or as otherwise may be required. Further, during the term of this Contract, 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 Consultant at no expense to the County. Consultant will provide County, upon execution of this Contract, 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 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 Contract.

B. 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. 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>.

7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or 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 three (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 with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

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

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

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

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

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11. COUNTY PROPERTY

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

B. Products of Consultant's Work and Services. 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, Consultant's services or work under this Contract are, and at the termination of this Contract remain, the sole and exclusive property of the County. At the termination of the Contract, Consultant will convey possession and title to all such properties to County.

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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 Consultant, 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.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs

identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

C. The maximum amount for which the County shall be liable if this contract is terminated is \$876,903 _____ dollars.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

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

20. DEFAULT

If the 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 Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract 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 Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

☐ Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

☒ Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement," to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

☐ Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

27. POST CONTRACT COVENANT

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 Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, 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, Consultant by virtue of this Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

If any portion of this Contract 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 Contract, 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 Contract are severable.

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

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

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

Any notice, communication, amendments, additions, or deletions to this Contract, including change of address of either party during the terms of this Contract, which 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:

Public Works

PO Drawer Q

Independence, CA 93526

Department

Address

City and State

Consultant:

Quincy Engineering Inc.

11017 Cobblerock Dr, Suite 100

Rancho Cordova, CA 95670

Name

Address

City and State

32. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties, and no representations, inducements, promises, or Contracts 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.

---o0o---

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 10th DAY OF July, 2018.

COUNTY OF INYO

CONSULTANT

By: 

Signature

DAN TETLOW

Print or Type Name

By: _____


Signature

Print or Type Name

Dated: 7-10-18

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

31. NOTICE

Any notice, communication, amendments, additions, or deletions to this Contract, including change of address of either party during the terms of this Contract, which 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:

<u>County of Inyo:</u>	
<u>Public Works</u>	Department
<u>PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

<u>Consultant:</u>	
<u>Quincy Engineering Inc.</u>	Name
<u>11017 Cobblersrock Dr, Suite 100</u>	Address
<u>Rancho Cordova, CA 95670</u>	City and State

32. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties, and no representations, inducements, promises, or Contracts 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.

---o0o---

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONSULTANT

By: 
Signature

John S. Quincy, President

Print or Type Name

Dated:  6/26/18

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018

TO: July 31, 2021

SCOPE OF WORK:

Quincy Engineering Inc. of Rancho Cordova, California will be providing Design Consultant Services for the Carroll Creek Road Bridge Replacement Project BRLO-5948 (074) and Walker Creek Road Bridge Replacement Project BRLO-5948 (076). Services include design, environmental, hydraulic, geotechnical and right-of-way services as included in attached "Scope of Work" dated June 4, 2018.

The Scope of Work includes several tasks listed as Optional Tasks, totaling \$145,727 (one hundred and forty five thousand seven hundred and twenty seven dollars). The Consultant shall not incur costs on these tasks without prior written approval from the County.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in the Attachment B to the contract.

Prior to incurring any expenses above the estimated projected cost of \$876,903(eight hundred seventy six thousand, nine hundred and three dollars), a request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Directors. Any increase to the Not-to-Exceed amount will be effective only by written Amendment to the contract.



June 1, 2018

SCOPE OF WORK

This work plan is based on previous experience with HBP delivery in general and specific experience working on these projects. This scope of work applies to both the Carroll Creek Road and Walker Creek Bridge Replacement Projects.

The goal of this scope of work is to deliver Plans, Specification and Estimates (PS&E) for both projects and provide design support to the County during contractor bidding and construction. The first step in the process is to finalize the work prepared in the Preliminary Engineering phase so that the Caltrans can review and issue Project Approval and Environmental Document approval. Then, final engineering will commence.

In preparing our scope of work, we have kept our team lean to deliver a quality, biddable, design package with a very cost conscience approach to keeping this project within your budget. We fully understand the need to do so in conformance with the requirements of all local, state, and federal provisions.

Quincy has prepared a list of all the anticipated deliverables per task. Quincy will use this list as a progress tracking tool throughout the project life.

TASK 1: PROJECT MANAGEMENT

Task 1.1: Project Management

Quincy Engineering, Inc. (Quincy) will provide Project Management tasks which include coordination with the County, Team management, product development tracking, Team and stakeholder communication, and project progress and budget reporting. Quincy will update, develop, track, and lead the following project management tasks:

- Critical Path Schedule Updates;
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries;
- Provide the County with HBP paperwork assistance and facilitation; and
- Prepare all submissions for the County to submit to Caltrans Local Assistance

Task 1.2: Project Review Meetings

Quincy will lead project meetings:

- In person PDT meetings, one per project;
- PDT teleconference status meetings as need (up to 10 per project);
- Meeting Agendas, summaries, and Action Item Summaries/Tracking;
- Project status meetings will be conducted to review project progress and next steps.

Subconsultants will participate in Project Team Meetings as needed by teleconference when appropriate.

Task 1.3: Update Temporary Rights of Entry for Preliminary Engineering Activities

Quincy will coordinate with the project team and the County to update the previously obtained rights of entry for remaining preliminary engineering and environmental technical study tasks.

Quincy will contact owners of affected government lands, utilities and private parties before any additional field activities to inform them of upcoming work on or near their property/easement/utility. Each property owner will be contacted first by phone call, then by email/letter to explain the types of activities anticipated.

Quincy will prepare contracts for the rights of entry agreement between the County and each property owner for rights of entry.



At Walker Creek Road, additional topographical survey field work is required because of the recent and on-going construction of the LADWP western patrol road. The Right-of-Entry (LADWP Letter of Permission) between LADWP and the County (and its agents, i.e. Quincy) has expired. Quincy will obtain a new Letter of Permission to enter LADWP right-of-way as well as renew the right-of-entry agreement with one (1) private property owner.

At Carroll Creek Road, the current biological (rare plant and desert tortoise) surveys will expire in June 2018. These biological surveys may need to be performed again (in Fall 2018 or April-May 2019) because it may not be possible to get the Environmental Document out prior to June. So, an updated LADWP letter of permission will be required as well as rights-of-entry from BLM.

It is assumed that two (2) contracts will be needed at the Carroll Creek project site and two (2) contracts will be needed at the Walker Creek project site. If an existing property changes hands, it is assumed that the new property owner will honor the existing agreement.

Task 1 Deliverables:

- ✓ Schedule Updates, Monthly Invoicing, Progress Reports
- ✓ HBP Paperwork
- ✓ Submittal Preparation
- ✓ In person PDT Meetings (one per project), PDT Teleconference Meetings (up to 10 per project), Meeting agenda, minutes, and Action item tracking
- ✓ Updated Rights-of-Entry at both sites

TASK 2: ENVIRONMENTAL DOCUMENTATION

Task 2.1: Project Coordination

Coordination of the engineering design and the environmental review is critical for the success of the project. This task includes review of engineering design and coordination with Quincy and Inyo County on the project description, project deliverables, and project schedule. According to the RFP, the County will act as a liaison between consultants and Caltrans; therefore, this task does not involve direct coordination with Caltrans. Caltrans requests, however, will be addressed at the direction of the County.

Task 2.2: Complete Carroll Creek Road Biological Assessment

Panorama will respond to Caltrans comments on the Draft Carroll Creek Road Bridge Biological Assessment. Panorama will prepare a Final Biological Assessment and submit it to Quincy and the County to review. The County will submit the Final Biological Assessment to Caltrans to complete consultation with USFWS. Panorama's scope includes time to respond to one additional round of comments from the County, Caltrans, and/or USFWS.

Assumptions: No additional biological surveys are required. If new protocol desert tortoise surveys are required, they would be performed in accordance with the optional task identified in this scope of work and the results incorporated into the Final Biological Assessment.

Task 2.2 Deliverables for Carroll Creek:

- ✓ Administrative Final Biological Assessment (electronic only)
- ✓ Final Biological Assessment (2 hard copies)



Task 2.3: Prepare Environmental Documents

Task 2.3.1: Walker Creek Road Bridge: Initial Study/Mitigated Negative Declaration

Panorama will prepare an IS/MND for the project. The IS/MND will address the questions identified in the CEQA Checklist (CEQA Guidelines Appendix G). Panorama has a working draft of the Administrative Draft IS/MND and will update and complete it for County review. The County will review the Administrative Draft IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Draft IS/MND and submit the Notice of Completion to the State Clearinghouse (including 15 copies of the IS on CD). Panorama assumes that the County will circulate public notices. The Draft IS/MND will be circulated for a period of 30 days. Panorama will provide five (5) additional hard copies of the Draft IS/MND to the County for distribution.

Panorama will prepare an Administrative Final IS/MND that addresses any public or agency comments received on the Draft IS/MND. The County will review the Administrative Final IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Final IS/MND and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD. Panorama will provide two (2) hard copies of the Final IS/MND to the County for distribution.

Assumptions:

- No additional biological surveys are required.
- The County will pay the CEQA filing fees. The IS/MND will be approximately 50 pages total or less.
- Panorama will produce 15 electronic copies of the Draft IS/MND and mail to the State Clearinghouse with a Notice of Completion. The County will be responsible for circulating public notice and notifying local agencies regarding the Draft IS/MND.
- The Final IS/MND will be revised to reflect necessary changes to the document in response to comments; however, the Final IS/MND will not include a chapter showing all responses to all comments received on the Draft IS/MND. Panorama will spend a maximum of 25 hours to prepare the Final IS/MND.
- The County will file the Notice of Determination with the State Clearinghouse after a decision is made on the Final IS/MND.
- Minimal public and agency comments will be received on the Draft IS/MND since the project is not anticipated to be controversial. Tribal consultation requirements, as stipulated under Assembly Bill 52 are complete. Caltrans will develop the NEPA CE document.

Task 2.3.1 Deliverables for Walker Creek:

- ✓ Administrative Draft IS/MND (electronic)
- ✓ Draft IS/MND (five hard copies)
- ✓ Notice of Completion (15 electronic copies of IS to State Clearinghouse)
- ✓ Administrative Final IS/MND (electronic)
- ✓ Final IS/MND (two hard copies)
- ✓ Notice of Determination (electronic)

Task 2.3.2: Carroll Creek Road Bridge: Joint Initial Study/Environmental Assessment

This task includes development of a Document Delivery Timeline and preparation of the IS/EA.

Develop Document Delivery Timeline. Panorama's first action under the task would be to develop a Document Delivery Timeline. The timeline would identify deadlines for submittal of the administrative



draft, public draft, and final IS/EA. The timeline would also identify review periods for the County, Caltrans and BLM, and the public. The draft Document Delivery Timeline would be circulated for review and approval by Quincy to the County. It is recommended that the County provide the Document Delivery Timeline to Caltrans and BLM, to ensure that all parties understand and agree to the timelines.

Prepare Joint Initial Study/Environmental Assessment. Panorama will prepare an IS/EA for the project to satisfy the County's CEQA compliance and Caltrans' NEPA compliance. The IS/EA will be prepared using the Joint IS/EA template included on the Caltrans SER. The IS/EA template will need to be modified to address the impact criteria necessary to satisfy BLM environmental requirements. Panorama will review two BLM land use plans identified by BLM at the July 2017 field visit with the County, Caltrans, BLM, and Quincy. These plans include the Desert Renewable Energy Conservation Plan and Land Use Plan of Action. While the project would not be permitted by BLM under either plan, BLM staff stated that consistency with the environmental constraints and avoidance measures would ensure that the IS/EA satisfies all BLM environmental requirements. Panorama will develop an IS/EA document outline to confirm the scope of the EA. Panorama will submit the outline to the County to review. It is recommended that the County provide the outline to Caltrans, who will consult with BLM, regarding the scope of the IS/EA.

Panorama will prepare an Administrative Draft IS/EA including the Administrative Draft MND and FONSI for the County and Caltrans. Panorama completed an administrative draft IS/MND prior to project redesign for Alternative Bridge Design #10. Panorama will modify the existing IS/MND using the Caltrans IS/EA template to address the revised project and BLM requirements under NEPA. The Administrative Draft will be provided to Quincy and the County to review. It is expected that the County will provide the Administrative Draft to Caltrans to review, as well. Panorama will incorporate one round of comments from each reviewer into the Draft IS/EA and submit the Notice of Completion to the State Clearinghouse (including 15 electronic copies of the IS/EA). The County will circulate public notices to interested parties. The Draft IS/EA will be circulated for a period of 30 days.

Panorama will prepare an Administrative Final IS/EA, including the MND and FONSI, that addresses any comments received on the Draft IS/EA. Quincy, the County, and Caltrans will review the Administrative Final IS/EA and provide comments to Panorama. Panorama will incorporate agency comments into the Final IS/EA and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD and sending out public notices. The NEPA lead agency (Caltrans) will be responsible for signing the FONSI to be included in the Final IS/EA. Panorama will provide two (2) hard copies of the Final IS/EA to the County for distribution.

Assumptions: A joint CEQA/NEPA document will be accepted by all agencies. The County will pay the CEQA filing fees. The IS/EA will be approximately 120 pages total, or less. Minimal public and agency comments will be received on the Draft IS/EA since the project is not anticipated to be controversial. Tribal consultation requirements, as stipulated under Assembly Bill 52, are complete.

Task 2.3.2 Deliverables for Carroll Creek:

- ✓ Administrative Draft IS/EA (electronic)
- ✓ Draft IS/EA (five hard copies)
- ✓ Notice of Completion (15 electronic copies of IS to State Clearinghouse)
- ✓ Administrative Final IS/EA (electronic)
- ✓ Final IS/EA (five hard copies)
- ✓ Notice of Determination (electronic)



Task 2.4: Biological Surveys (optional task)

This task includes conducting biological surveys for desert tortoise and rare plants for the Carroll Creek Road Bridge site. Surveys at the Walker Creek Road Bridge site are not included in this task. Biological surveys, if determined to be necessary, would be conducted in the spring of 2019 unless USFWS and CDFW allow surveys to be conducted outside of the spring survey window.

Desert Tortoise Protocol Survey. Panorama's biologist, Russell Kokx, is an Inyo County resident and experienced biologist. Russell meets USCWS, CDFW, and Caltrans qualifications to conduct the desert tortoise survey. Russell will perform a protocol-level desert tortoise (*Gopherus agassizii*) survey of the action area using similar methods that he used for previous surveys of the site. The survey would be conducted according to the USFWS *Pre-project Field Survey Protocols for Potential Desert Tortoise Habitat* (2010). The survey would cover 100 percent of the action area. The action area includes the access road from U.S. 395 to the project site and the project footprint itself. Panorama would also survey three transects paralleling the action area at 200 meters, 400 meters, and 600 meters from the edge of the action area if no sign of live tortoises are found in the action area during the survey, per the Protocol. All necessary access permission will be secured prior to surveying. Panorama will prepare a memo report that summarizes the survey methodology and results of the survey. The memo report will be submitted to the County to review and submit to Caltrans. Panorama will address one round of comments on the memo report.

Rare Plant Survey. Russell also meets qualifications to conduct rare plant surveys. He will perform a botanical/rare plant survey of the Carroll Creek Road Bridge action area. The survey will cover 100 percent of the project action area and identify all vegetation occurring within the action area. Russell will visit reference plant population sites to ensure rare plant species are blooming during the time of the survey. Panorama will prepare a memo report detailing the findings of the botanical/rare plant survey. Panorama will submit the memo report to the County to submit to Caltrans. Panorama will address one round of comments on the memo report.

Assumptions: The project does not involve removal of the existing bridge over Carroll Creek. A bat habitat assessment is therefore not included in the scope of work since bat habitat will not be lost. A scope and budget augment would be required if Caltrans requires a bat habitat assessment.

Optional Task 2.4 Deliverables for Carroll Creek:

- ✓ **Optional:** Draft and Final desert tortoise and rare plant survey memo reports



TASK 3: GEOTECHNICAL INVESTIGATIONS

Task 3.1: Geotechnical Investigations at Carroll Creek

Soil Sampling and R-value Tests

Kleinfelder proposes to collect two (2) near surface samples of the pavement subgrade soils at the bridge approaches for R-value testing.

- Perform a total of two (2) hand auger borings to a depth of 2 feet near the bridge approaches to collect bulk soil samples.
- Resistance Value Test, California Test Method No. 301

Foundation Report (FR)

The geotechnical work scope will include a site visit, consultation, and analysis to support the preparation of a design-level Foundation Report (FR). The report will follow basic Caltrans LRFD guidelines and the Caltrans Foundation Report for Bridges (2017) guideline. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contact stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient).
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Summary of R-value test results and recommended minimum pavement structural sections for the design Traffic Index provided by the County of Inyo
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Conditions: Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

Task 3.1 Deliverables for Carroll Creek:

- ✓ Draft Foundation Report – 65% Submittal
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 3.2: Geotechnical Investigations at Walker Creek

Soil Sampling and R-value Tests

Kleinfelder proposes to collect two (2) near surface samples of the pavement subgrade soils at the bridge approaches for R-value testing.



- Perform a total of two (2) hand auger borings to a depth of 2 feet near the bridge approaches to collect bulk soil samples.
- Resistance Value Test, California Test Method No. 301

Foundation Report (FR)

The geotechnical work scope will include a site visit, consultation, and analysis to support the preparation of a design-level Foundation Report (FR). The report will follow basic Caltrans LRFD guidelines and the Caltrans Foundation Report for Bridges (2017) guideline. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contact stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient).
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Summary of R-value test results and recommended minimum pavement structural sections for the design Traffic Index provided by the County of Inyo.
- Comments on the corrosion potential of foundation soil.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Conditions: Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

Task 3.2 Deliverables for Walker Creek:

- ✓ Draft Foundation Report – 65% Submittal
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 3.3: Optional Test Borings at Walker Creek (optional task)

Pre-field Activities

- Review project limits and mark the exploratory boring locations for utility clearance.
- Prepare and submit applications, and obtain permits from the following agencies, as necessary:
 1. Encroachment Permit – Inyo County.
If it becomes necessary for our field work, it is assumed any permits for right-of-entry required by Los Angeles Department of Water and Power (LADWP) would be obtained by the designer and/or the County.
 2. Notify subscribing utility companies via Underground Service Alert (USA) at least 48-hours, as required by law, prior to performing the exploratory borings.



- Retain the services of a California licensed drilling subcontractor to perform the exploratory borings, utilizing hollow stem auger, rotary wash, impact hammer, and rock coring techniques.

Field Exploration Program

- Perform a total of two (2) exploratory borings; 1 boring as close as possible to each abutment to depths of 30 and 50 feet, or practical refusal, whichever occurs first.
- Obtain in-place penetration rates in accordance with ASTM D1586.
- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.
- The borings will be backfilled with the soil cuttings upon completion.

Laboratory Testing Program

Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Anticipated tests include:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- Grain-size distribution without hydrometer, ASTM D422
- Soluble sulphate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

Conditions: Kleinfelder requires the right of entry to conduct the investigation. Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

The cost for the optional drilling services is based on the presumption that the client will provide any and all available survey maps or other data to estimate the location of existing underground structures, utilities and other services. Kleinfelder will provide notification to Underground Service Alert, as required by law, to help locate existing utilities.

The client should be aware that penetrating the site's surface is inherently risky. It is impossible to determine with certainty the precise location of all structures that may be buried in the ground. Kleinfelder's fee is not adequate to compensate for both the performance of the services and the assumption of risk of damage to such structures. With proper USA notification, disruption of utilities or damage to underground structures will be the responsibility of the owner. Services rendered by Kleinfelder to repair them will be billed at cost.

The cost is based upon the assumption that the site is accessible to the equipment proposed. If weather, access, or site conditions restrict our field operations, Kleinfelder may need to modify the fee estimate. Time spent for difficult site access will be charged on a time-and-expense basis in accordance with the current fee schedule in force at the time the services are provided. However, Kleinfelder will contact the client for authorization prior to incurring additional charges.

Limitations: Kleinfelder work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data



evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

TASK 4: HYDRAULIC STUDIES

For the Carroll Creek Road and Walker Creek Road Bridge Replacement Project (Project), WRECO will be responsible for the hydrologic and hydraulic assessment, Location Hydraulic Study, Culvert Design Technical Memorandum, and Bridge Design Hydraulic Study.

Task 4.1: Project Management and Meetings

WRECO will attend one (1) coordination meeting with the County and Project Team. WRECO will also participate in four (4) conference calls with Inyo County (County) and Project Team staff. On a monthly basis, WRECO will provide the Project Team with invoices and progress reports for the Project.

Task 4.1 Deliverables:

- ✓ Monthly Invoices and Progress Reports

Task 4.2: Data Review

WRECO will review new available data provided by the County and the Project Team.

Task 4.3: Hydrologic Analyses

WRECO will revisit the hydrologic analyses performed for the previous phase of the Project and make necessary updates to the peak design discharges for the proposed bridge crossings. WRECO will also perform hydrologic analyses for the proposed cross culverts for each bridge site.

Task 4.4: Hydraulic Assessment

WRECO will perform hydraulic analyses to determine the design flow characteristics for the existing condition and the proposed bridges. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO has already set up a hydraulic model for the Carroll Creek Road Bridge and will work with the Project Team to update the model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the Walker Creek Road Bridge hydraulic model. WRECO will work with the Project Team structural engineers on the bridge design alternatives.

Task 4.4 Deliverables:

- ✓ Preliminary Hydraulic Assessment Memorandum (PDF)

Task 4.5: Location Hydraulic Study

Based on WRECO's preliminary qualitative assessments, the Project may potentially result in a floodplain encroachment. Therefore, WRECO will prepare a Floodplain Evaluation Report, which will include the Technical Information for the Location Hydraulic Study and Floodplain Evaluation Report Summary forms, to document the investigation and determine the specific impacts to the floodplain.

Task 4.5 Deliverables:

- ✓ Draft Floodplain Evaluation Report (PDF)
- ✓ Final Floodplain Evaluation Report (PDF and 3 hard copies)

Task 4.6: Scour Analysis and Countermeasures

WRECO will perform scour analysis and make countermeasure recommendations following the guidelines and procedures in the FHWA's HEC-18, HEC-20 and HEC-23 Manuals.



Task 4.7: Culvert Analysis and RSP

WRECO will perform hydraulic analyses to properly size the proposed cross culverts under the approach roads. The design criteria will be Caltrans' 10-year storm at the culvert soffit and 100-year storm not overtopping the road. WRECO will also recommend necessary rock slope protection as energy dissipater.

Task 4.7 Deliverables:

- ✓ Draft Culvert Design Technical Memorandum (PDF)
- ✓ Final Culvert Design Technical Memorandum (PDF)

Task 4.8: Addressing Construction Impacts

WRECO will work with the Project Team to ensure the proposed bridge construction will not create adverse impacts to the Los Angeles Aqueduct. WRECO will also estimate bypass flow volume, when necessary, for the construction purpose.

Task 4.9: Bridge Design Hydraulic Study

WRECO will prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all the detailed hydraulic model output.

Task 4.9 Deliverables:

- ✓ Draft Bridge Design Hydraulic Study Report (PDF)
- ✓ Final Bridge Design Hydraulic Study Report (PDF and 3 hard copies)

TASK 5: PRELIMINARY ENGINEERING

Task 5.1: Supplemental Topographic Survey

At Walker Creek Road, LADWP is constructing a **western** patrol road. This new construction will affect the cut/fill limits of the approach roadway and the drainage design. Along with the new patrol road, LADWP is adding 5-inches to the height of the western splash guard through this region. This additional height may affect the proposed bridge clearance. Gathering supplemental topographic survey data within these limits will also ensure that the proposed approach roadway, the proposed drainage design and the proposed patrol road access ramp design will meet the needs of both the County and LADWP.

Quincy will conduct a field survey to locate and map the ground surface of the new LADWP Patrol road and berms on the Westerly side of the LA Aqueduct.

- Cross sections will be performed every 50 feet starting approximately 300' North of the existing bridge over the aqueduct located on Walker Creek Road and continuing South for approximately 1000'. In addition to the patrol road, the detention pond located Northwesterly of the existing bridge on Walker Creek Road will also be located.
- Quincy will also obtain Ortho-Rectified imagery while onsite utilizing recent developments in drone technology **at no extra charge** to the County.
- Quincy will modify the existing topographic survey and digital terrain model (DTM) in Civil3D and/or MicroStation to incorporate the supplemental topo.

Task 5.2: Design Verification of LADWP Western Patrol Road at Walker Creek Road

After the additional topographic information is available at the Walker Creek project site, Quincy will evaluate the new ground surface of the partially constructed LADWP Western Patrol road and earthen berm.



Quincy will incorporate the required changes and update the roadway Geometric Approval Drawings at Walker Creek Road. LADWP has informed Quincy that the final design/ construction of the Patrol road is not yet complete due to severe storms in spring 2017. However, the bulk of the earthwork and berm construction had already been completed and LADWP plans to coordinate with Quincy to incorporate the new roadway alignment.

Because the western patrol road design is still underway at LADWP, Quincy will coordinate with the appropriate LADWP staff Engineers to minimize the potential for design conflicts between the access ramps designed by Quincy and the Patrol Road and Berms designed by LADWP.

Task 5.3: Final Project Report

This report has already been presented to the County in draft form. All comments will be addressed and incorporated into the final report. Quincy will develop a Final Project Report to summarize the findings of the completed work-to-date. In summary, the report will include the following:

- | | |
|--|--|
| • Site visit (field investigation) notes | • Bridge APS drawings |
| • Project Description | • Bridge Type Selection |
| • Design Hydraulic Study | • APS discussion and evaluation |
| • Geotechnical Report | • Construction cost estimate for each alternative |
| • Preliminary right-of-way information | • Alignment and bridge type selection recommendation |
| • Utility relocation/protection information | • Summary of environmental studies and constraints |
| • Preliminary construction staging & detour requirements | • Schedule to complete final design & construction |
| • Preliminary alignment drawings | • 30% Plans of the preferred alternative |

At Walker Creek Road, Quincy will also need to update the Draft Project Report to include the Desert Tortoise Mitigation and the inclusion of the LADWP Western patrol road. Quincy will resubmit the Draft project report after incorporating changes due to the new Western Patrol Road into the Geometric Approval Drawings.

Final design will occur upon concurrence by the County and approval of the environmental documents by Caltrans/FHWA. The approved report will become the basis for the project's final design.

Task 5 Deliverables:

- ✓ Updated Topographic map at Walker Creek Road showing LADWP Western Patrol Road
- ✓ Updated GAD at Walker Creek Road incorporating design features of LADWP Western Patrol Road
- ✓ Updated Draft Project Report at Walker Creek, Final Project Report for both Sites

TASK 6: RIGHT-OF-WAY ENGINEERING

Task 6.1: Boundary Surveying

Quincy in conjunction with Inyo County will be performing the survey services. Quincy will:

- Review any additional record maps and deeds to determine preliminary right-of-way needs for each alternative alignment based on information developed by the Team and obtained from the County. Any additional right of way and/or existing property boundary information pertinent to the project will be resolved by locating additional monumentation using available record mapping and deeds. The additional boundary information will be added to the topographic base map and will include all



right-of-way and property owner information including assessor's parcel numbers and vesting deed information.

- Title Reports will be obtained by Bender Rosenthal, Inc. which will facilitate in resolving property boundaries as well as locating any existing easements/encumbrances on each affected parcel. Any easements/encumbrances discovered during the review of the title reports will also be added to the base map.

Task 6.2: Alignment Staking (Optional Task)

After plans have been prepared and a preliminary alignment has been established, the final alignment will be staked in the field with inter-visible stakes so that the layout can be clearly observed during a field visit.

Task 6.3: Right-of-Way Acquisitions

Quincy, with County staff review and input, will complete plats and legal descriptions for any right-of-way acquisitions and/or temporary construction easements.

At Carroll Creek, Right-of-Way will be needed from Bureau of Land Management (BLM) and the Los Angeles Department of Water and Power (LADWP). It is anticipated that parcel numbers 029-100-041 (BLM) and 029-100-07 (LADWP) will be impacted. As a result, right-of-way acquisitions, rights of entry and temporary construction easements will be needed. Quincy anticipates two (2) right-of-way takes and two (2) temporary construction easements for the affected parcels.

At Walker Creek, Right-of-way will be needed from private land owners and the Indian Wells Valley Water District. It is anticipated that parcel numbers 033-490-02, 033-510-08, 033-510-05 and 033-510-10 (privately owned parcels) will be impacted. Right-of-way acquisitions, rights of entry and temporary construction easements will also be required at this site. Quincy anticipates four (4) right-of-way takes and four (4) temporary construction easements for the affected parcels

Now that the project geometrics have been approved, the Team will determine the right-of-way requirements, including proposed property acquisitions and easements, and we will prepare an exhibit depicting the proposed acquisitions. Other pertinent information such as the area of each take will also be included in the right-of-way exhibit.

A plat and legal description will be developed for each acquisition as needed. Each parcel acquisition will include a metes and bounds legal description (Exhibit "A") and a plat depicting the acquisition (Exhibit "B").

Right-of-way appraisal and acquisition tasks will be performed by Bender Rosenthal, Inc. Bender Rosenthal, Inc. will also provide the right-of-way tasks required for acquisition of temporary construction easements.

Task 6.4: Record of Survey (Optional Task)

Upon completion of the project, Quincy's Surveyors will set monuments along the new right of way. All angle points, EC's, BC's and other significant locations will be monumented with permanent markers. QEI, with County staff input, will establish permanent monumentation on the centerline of the right of way or on the actual right way lines. A Record of Survey will be submitted to Inyo county for review and ultimate recording.

Assumptions:

*To increase efficiency, boundary surveys for both Carroll Creek and Walker Creek will be completed in one mobilization.

*One mobilization has been budgeted to stake the proposed alignments for Carroll Creek and Walker Creek. The Supplemental Topo for Walker Creek will also be completed during this mobilization.



*It is assumed that Inyo county will pay for any submittal and recording fees associated with the Record of Survey.

Task 6 Deliverables:

- ✓ Field Staking of Final Alignment (Optional Task)
- ✓ Right-of-Way Legal Description and Drawings,
- ✓ Exhibit A: Metes and Bounds Description
- ✓ Exhibit B: Right-of-Way Drawing
- ✓ Record of Survey (Optional Task)

TASK 7: UTILITY COORDINATION

Quincy performed preliminary utility coordination during the previous project phase which included sending Utility "A" Letters. At Walker Creek, no known utilities are present within the project limits. At Carroll Creek, there is an overhead electrical line near the proposed bridge location. LADWP has provided pole location information which is consistent with Topographic point data obtained during field survey. This utility is expected to remain intact and protected in place. Quincy will:

- ✓ Communicate and coordinate with the utility owners by contacting them during the preliminary and final design phases.
- ✓
- ✓ Prepare a utility conflict map to show existing utility locations and locations where there are potential conflicts with construction.
- ✓ Prepare the B letters according to Caltrans and County procedures.
- ✓ Coordinate the relocation target areas and/or in place protection of the existing utilities for the project based on information obtained from the affected utility owners.

Assumptions:

- County will contact utility owners and arrange for them to attend PDT meetings as needed.

Task 7 Deliverables for Carroll Creek:

- ✓ Utility B Letter for overhead lines at Carroll Creek

TASK 8: FINAL DESIGN & DETAILING

Task 8.1: Design & Submittal of 65% Plans (Unchecked Details)

Task 8.1.1: Bridge Design

The final bridge designs will be performed in accordance with AASHTO LRFD Bridge Design Specifications, 2012 (Sixth Edition) with California Amendments and other Caltrans design manuals. Design will be based on the "Load Resistance Factor Design" method, with HL93 and California permit truck design live loads. Seismic design will be performed in accordance with the Caltrans Seismic Design Criteria, Version 1.7 (April 2010) and the latest information available from Caltrans Earthquake Research. Computer analysis and design programs used are state-of-the-practice for bridge design.

Task 8.1.2: Approach Roadway Design

The final approach roadway design (based on the selected alignment alternative Geometric Approval Drawings) will be completed in accordance with the Design Criteria Memoranda previously presented to the County. The design criteria are based on County Standards, AASHTO's "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final



grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed on approximately 50-foot intervals.

Task 8.1.3: Environmental

If environmental mitigation (such as planting and revegetation measures) plans, specifications, and estimates are required, these will be completed by the Team for inclusion with the roadway and bridge PS&E package. Plan sheets are anticipated per project site to properly convey the intent of the planting plan.

Task 8.1.4: Other Civil Designs

Project signing will be developed as well as bridge and roadway embankment protection (rock slope protection) details.

Task 8.1.5: Plan Preparation

The plan sheets will be prepared in MicroStation according to Quincy's drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by a civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. Each project is expected to consist of:

- Single-span Precast/Prestressed concrete bridge
- Approach roadway with asphalt and gravel paving
- Drainage features, including roadside ditches, small diameter culverts (less than or equal to 4-ft in diameter)
- Erosion control and replanting features
- LADWP fence relocation will be included on the Layout sheets

Each section (Road and Bridge) of the plan set is expected to include the following 37 plan sheets:

Roadway Plans (total 23)	Bridge Plans (total 14)
Title Sheet and Location Map	General Plan
Typical Cross Section (Carroll Creek Road or Walker Creek Road)	Deck Contours
Typical Cross Section (LADWP Access Road)	Foundation Plan
Layout (2)	Abutment Layout (2)
Profile (2)	Abutment Details (2)
Construction Details (Apron Details, Attenuator Details, Contour Grading)	Typical Section
Drainage Plan and Details (4)	Slab Layout
Erosion Control Plans (2)	Slab Details (3)
Construction Area Signs	Bridge Railing Details
Planting and Revegetation Plan (2)	Log of Test Borings Sheets (2)
Pavement Delineation and Sign Plan (2)	
Quantities Sheet (2)	

Task 8.1.6: Submittal of 65% Plans (Unchecked Details)

Quincy will submit an electronic PDF, half-sized (11x17) plans for each project site. A meeting will be held upon completion of the unchecked bridge and roadway details to discuss the 65% plans. Quincy will receive comments from the County and prepare and track a comment resolution form.

Task 8.1 Deliverables:

- ✓ 65% Design Plans, 11x17 PDF
- ✓ Comment Resolution sheet



Task 8.2: Prepare Draft Plans, Specifications and Estimate (95% PS&E)

Task 8.2.1: Independent Design Check

Upon completion of the unchecked details and implementation of County comments on the 65% plans, an independent check of the design will be performed. An engineer that has not been intimately involved in the design will perform a completely independent analysis of the project designs using the 65% plans. This is an important part of the Team's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.

Task 8.2.2: Specifications

Project Specifications will be developed including Special Provisions based on 2015 Caltrans Standard Special Provisions (SSP) and County-provided boilerplate specifications. The County will provide its boilerplate specifications electronically in Microsoft Word or other compatible software. An electronic copy of the specifications will be prepared for the County's review.

Optional Task 8.2.2.1 Prepare County Boiler Plate Specifications (optional task)

At the County's request, Quincy will prepare the County Boiler Plate specifications to be compatible with the Caltrans 2015 Standard Specifications and Special Provisions. Quincy provided a similar task to the County for Caltrans 2010 Standards on the Trona-Wildrose Emergency Storm Damage Repair Project.

Task 8.2.3: Construction Quantities & Estimate

Construction quantities and the Team's estimate of construction costs (Q and E) will be developed. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items based on Caltrans BEES item list. The estimate will show quantities, unit costs, and a project cost summary.

Task 8.2.4: Quality Control & Constructability Review

As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E (95% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the Federal HBP requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

Task 8.2.5: Submittal of 95% (Draft) PS&E

After the QA/QC review has been completed and the plans, specifications, and estimate have been updated, the Draft PS&E along with design, check, and quantity calculations, will be submitted to the County for their review.

Task 8.2 Deliverables:

- ✓ 95% Draft Plans, 11x17 PDF
- ✓ Draft Project Specifications, 8½x11 PDF and MS Word format
- ✓ Draft Engineer's Estimate of Probable cost, PDF
- ✓ Comment Resolution sheet
- ✓ Bridge Design Calculations, Bridge Independent Check Calculations
- ✓ Bridge Quantity Take and Check Calculations
- ✓ Road Quantity Take and Check Calculations



Task 8.3: Submittal of 100% (Final) PS&E

Upon receiving 95% PS&E review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved, as necessary and appropriate modifications will be made to the plans, specifications, and estimate.

Both bridge replacement projects will be bundled into a single PS&E package unless a significant delay occurs on one of the projects. A separate estimate will be prepared for each project site. The final PS&E Submittal will include:

Task 8.3 Deliverables:

- ✓ Contract Plans, 22x34 and 11x17 PDF, 22x34 Mylar hard copy
- ✓ Electronic AutoCAD/MicroStation files in either .dwg or .dgn format
- ✓ Project Specifications, 8½x11 PDF, MS Word format and 8½ x 11 media bound hard copy
- ✓ Engineer's Estimate of Probable cost, PDF and MS Excel Format

The County will make copies of the Contract documents for distribution during project advertisement.

TASK 9: PERMITTING (OPTIONAL TASK)

Task 9.1: Incidental Take Permit (optional task)

This task includes assisting the County with obtaining an Incidental Take Permit (ITP) for impacts on desert tortoise and Mohave ground squirrel from the **Walker Creek Road** Bridge Replacement Project under Section 2081 of the Fish and Game Code, if necessary. The concurrence letter from USFWS determined that the project is not likely to adversely affect desert tortoise and that "incidental take" of the species can be avoided (i.e., no federal incidental take permit is needed). CDFW has indicated that they will make a determination about the project's potential for "incidental take" of both desert tortoise and Mohave ground squirrel upon review of the IS/MND. While unlikely given the scope of the project, limited disturbance, and protection measures included from the USFWS concurrence letter, if CDFW determines that a 2081 ITP is necessary, Panorama will draft the permit application and provide it to the County to review. Panorama will address one round of comments on the permit application and provide the final permit application to the County to submit to CDFW with filing fees.

Panorama will review the draft ITP issued by CDFW and provide one round of comments on permit measures required by CDFW. Panorama will review the final ITP to make sure comments were adequately addressed.

Task 9.2: Walker Creek Road Bridge Permits (optional task)

This bridge replacement may include the placement of materials, such as road materials or a culvert, into a WOS. No federally jurisdictional waters would be impacted. Under the Porter Cologne Water Quality Control Act, the County would need to submit an application for General Waste Discharge Requirements (WDR) for Small Construction, Including Utility, Public Works, and Minor Streambed/Lakebed Alteration Projects (referred to in the County's Request for Proposals as a Section 401 Water Quality Certification), if materials are placed in WOS.

Panorama will coordinate with the Lahontan Regional Water Quality Control Board (Lahontan) to discuss potential project impacts and permitting requirements. If a permit is necessary, Panorama will provide a draft application for comment to the County (to assure language and measures are acceptable), and then



prepare a final application for agency submittal under this task. The County will need to sign and mail the final application with the appropriate fees.

Panorama will review the draft permit issued by Lahontan and provide one round of comments on permit measures required by Lahontan. Panorama will review the final permit to make sure comments were adequately addressed. Following construction, Panorama will prepare a notice of project completion and Permit Revocation Notice to terminate permit coverage. Panorama will address one round of comments on the notices and provide final notices for the County to submit to Lahontan. If permit coverage is not revoked, the County may be required to pay annual permit fees until the permit is revoked.

Assumptions. The Carroll Creek Road Bridge Replacement does not require permits for impacts to wildlife nor Waters of the US or WOS. The Walker Creek Road Bridge Replacement does not require a 1600 permit from CDFW nor permits for impacts to Waters of the US. Panorama will have access to project construction records following construction to facilitate the production of the notice of project completion and Permit Revocation Notice.

Optional Task 9.2 Deliverables:

- ✓ **Optional:** Draft and Final 2081 Incidental Take Permit (from CDFW) application, if needed
- ✓ **Optional:** Draft and Final WDR application
- ✓ **Optional:** Draft and Final Notice of Completion
- ✓ **Optional:** Draft and Final Permit Revocation Notice

TASK 10: GENERAL RIGHT-OF-WAY SERVICES

Task 10.1: General Right of Way Services at Carroll Creek Road

Task 10.1.1: Project Management and Certification

Coordinate with the County and Quincy to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with County and Quincy to complete the Right of Way Certification for County's submittal.

Task 10.1.2: Right of Way Appraisals

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and/or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by Quincy.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:



- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than \$10,000, is uncomplicated, and adequate market data is available the County may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings. An independent appraisal review is not required for the Carroll Creek project.

Task 10.1.3: Right of Way Acquisition

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.
6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
 - a. Go through the *acquisition steps* outlined; plus
 - b. Make up to six attempts to contact the owner (personal call, letter or phone call) in any combination. Contact attempts will be made at least once each week; plus
 - c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining impasse.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.



10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

Task 10.1.4: Title and Escrow Services (optional task)

If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of \$750 per parcel would be added to the budget for the project. A preliminary right-of-way budget estimate can be prepared if required. An optional task that is available is escrow services.

Assumptions:

- Escrow Services, total 1 @ \$750 / per parcel
- Title Report, total 1 @ \$750 / per parcel

Task 10.1.5: Condemnation Support (task not included)

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

Note: The BLM parcel will not require an appraisal report, title report or escrow services. The DWP may require a title report, appraisal and escrow services. These items are placed in the budget as a contingency cost.

Task 10.2: General Right of Way Services at Walker Creek Road**Task 10.2.1: Project Management and Certification**

Coordinate with the County and Engineering Consultant to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with County and Engineering Consultant to complete the Right of Way Certification for County's submittal.

Task 10.2.2: Right of Way Appraisals

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and /or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by the principle engineering consultant.



Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than \$10,000, is uncomplicated, and adequate market data is available the City may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings.

Optional Task 10.2.2.1 Right of Way Appraisal Review (optional task)

If required, an independent Appraisal Reviewer will conduct a formal review of each narrative appraisal as required under provisions in the Federal Uniform Act. This activity is not required for valuations performed (Waiver Valuation) that have an opinion of value less than \$10,000 and where the Agency has established that an appraisal is not required.

Task 10.2.3: Right of Way Acquisition

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps, and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.



6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
 - a. Go through the *acquisition steps* outlined; plus
 - b. Make up to six attempts to contact the owner (personal call, letter, or phone call) in any combination. Contact attempts will be made at least once each week; plus
 - c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining *impasse*.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.
10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

Task 10.2.4: Title and Escrow Services (Optional task)

If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of \$750 per parcel would be added to the budget for the project. A preliminary right of way budget estimate can be prepared if required. An optional task that is available is escrow services.

Assumptions:

- Escrow Services, total 5 @ \$750 / per parcel
- Title Report, total 5 @ \$750 / per parcel

Task 10.2.5: Condemnation Support (task not included)

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

Note: The DWP parcel may require a title report, non-complex appraisal, and escrow services. These items are placed in the budget as a contingency cost.

TASK 11: BID SUPPORT

The individuals that were directly involved in the design will be available during the bid period to answer questions, interpret the plans and specifications, prepare addendums (if needed), and provide general

ATTACHMENT B

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018

TO: July 31, 2021

SCHEDULE OF FEES:

The consultant shall be compensated for actual costs plus a fixed fee (12%) at the rates shown in the attached Exhibit 10-H1 Cost Proposal, submitted by Quincy Engineering Inc. of Rancho Cordova, CA, dated June 4, 2018 for the services described in Attachment A to the contract, Scope of Work. These rates and costs identified herein shall constitute full compensation for providing all services labor, equipment, materials and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs described in Attachment A to the contract, Scope of Work, are projected cost estimates of probable costs incurred by the consultant. The total compensation to be provided shall not exceed \$876,903 (eight hundred seventy six thousand, nine hundred and three dollars). If an increase to the estimated projected cost is expected, request for approval of the increase must be made in writing by the Consultant to the County prior to incurring the increase, and approved by the Board of Supervisors. Any increase will be effective by written Amendment to the contract only.

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

☒ Prime Consultant ☐ Subconsultant
 Consultant **Quincy Engineering, Inc.**
 Project Name **Carroll Creek Bridge Replacement BRLO-5948(074)**
 Project No. **BRLO-5948(074)** Contract No. **BRLO-5948(074)** Date **6/4/2018**

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	\$70-\$105	0.0	\$ 86.00	\$ -
Principal Eng. *	James Foster	JF	\$70-\$105	113.0	\$ 86.00	\$ 9,718.00
Senior Eng. *	Robert Ferguson	RF	\$49-\$79	275.0	\$ 56.80	\$ 15,620.00
Assoc Eng.	Juan Cruz	JCr	\$32-\$63	180.0	\$ 46.10	\$ 8,298.00
Senior Eng.	Mike Sanchez	MS	\$49-\$79	146.0	\$ 65.00	\$ 9,490.00
Assist Eng. II	Carlos Silva	CS	\$32-\$55	277.0	\$ 51.30	\$ 14,210.10
Assoc Eng.	Lacey Smith	LSm	\$32-\$63	172.0	\$ 55.10	\$ 9,477.20
Assoc Eng.	Ariana Castillo	Aca	\$32-\$63	74.0	\$ 44.10	\$ 3,263.40
CAD Manager	Bob Maechler	BM	\$34-\$56	299.0	\$ 47.10	\$ 14,082.90
Survey Mgr	Jim Thornton	JT	\$37-\$67	25.0	\$ 55.00	\$ 1,375.00
Survey Tech	Alfonso Dabu	AD	\$29-\$47	58.0	\$ 41.00	\$ 2,378.00
Assoc Eng.	Ryan Kotey	RK	\$32-\$63	32.0	\$ 46.10	\$ 1,475.20
Survey Chief of Party **	Survey Chief of Party	SCoP	\$37-\$67	60.0	\$ 46.71	\$ 2,802.60
Rodman **	Survey Chainman / Rodman	SCR	\$29-\$47	60.0	\$ 43.63	\$ 2,617.80
Assist Eng. I	Chris Brazil	CB	\$26-\$46	12.0	\$ 30.80	\$ 369.60
Senior PM	Carolyn Davis	CD	\$55-\$95	17.0	\$ 71.80	\$ 1,220.60
				1800.0		\$ 96,398.40

LABOR COSTS

- a) Subtotal Direct Labor Costs \$96,398.40
 b) Estimated Salary Increases for Multi-Year Project \$1,201.80 (see calculation page attached)
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$97,600.20**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 45.95%):
 f) Overhead (Rate: 123.84%):
 h) General Administration (Rate: 0.0%):
 e) Total Fringe Benefits [(c) x (d)] \$44,847.29
 g) Overhead [(c) x (f)] \$120,868.09
 i) Gen & Admin [(c) x (h)] \$0.00
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$165,715.38**

FIXED FEE

- k) Fixed Fee (12.0%):
 l) **TOTAL FIXED FEE [(c) + (j)] x (k)** **\$31,597.87**

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	1600 miles @	\$0.545	\$872.00
Pier Diem/ Hotel	5 days @	\$150.00	\$750.00
Delivery	0 @	\$20.00	\$0.00
Vendor Reproduction			
	Mylar 39 @	\$55.00	\$2,145.00
	8 1/2 X 11 Reproduction @		\$0.00
	11 X 17 Reproduction @		\$0.00
	Mounting Boards for Presentations @		\$0.00
	Newsletters (Translation and printing) @		\$0.00
	<u>Subtotal Vendor Reproduction</u>		<u>\$2,145.00</u>
Title Report	0 @	\$0.00	\$0.00
Prevailing Wage Differential			<u>\$2,277.38</u>
m) TOTAL OTHER DIRECT COSTS		<u>\$6,044.38</u>	<u>\$6,044.38</u>

- n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)

Panorama	\$58,825.59
WRECO	\$23,846.00
Kleinfelder	\$8,219.74
Bender-Rosenthal	\$18,055.00
	<u>\$108,946.33</u>

o) **TOTAL COST [(c) + (j) + (l) + (m) + (n)]** **\$409,904.16**

NOTES:

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
- Optional Tasks not included

EXHIBIT 10-H1 COST PROPOSAL

PAGE 2 OF 2

**ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**Consultant Quincy Engineering, Inc.Contract No. BRLO-5948(074)Date 6/4/2018Carroll Creek Bridge Replacement BRLO-5948(074)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 96,398.40	1800	=	\$53.55	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation =			
		5.0%			
Year 1	\$53.55	+	2.5%	=	\$54.89 Year 1 Avg Hourly Rate
Year 2	\$54.89	+	5.0%	=	\$57.63 Year 2 Avg Hourly Rate
Year 3	\$57.63	+	5.0%	=	\$60.51 Year 3 Avg Hourly Rate
Year 4	\$60.51	+	5.0%	=	\$63.54 Year 4 Avg Hourly Rate
Year 5	\$63.54	+	5.0%	=	\$66.72 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	1800.0	=	900.0	Estimated Hours Year 1
Year 2	50.00%	*	1800.0	=	900.0	Estimated Hours Year 2
Year 3	0.00%	*	1800.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1800.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1800.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1800.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$53.55	*	900	=	\$48,199.20	Estimated Hours Year 1
Year 2	\$54.89	*	900	=	\$49,401.00	Estimated Hours Year 2
Year 3	\$57.63	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$60.51	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.54	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$97,600.20	
Direct Labor Subtotal before Escalation				=	\$96,398.40	
Estimated total of Direct Labor Salary Increase				=	\$1,201.80	Transfer to Page 1

NOTES:

- * This assumes that an average of one half year will be worked at the rate on the cost proposal.

Cost Proposal

Project Number: BRLO-5948(074) Project Name: Carroll Creek Bridge Replacement BRLO-5948(074)																							
TASKS																							
No.	Initial hourly Rate	Principal Eng	Principal Eng	Senior Eng	Assoc Eng	Senior Eng	Assoc Eng	CAD Manager	Survey Mgr	Survey Tech	Assoc Eng	Survey Chief of Party **	Survey Chairman / Rodman **	Assist Eng I	Senior PM	Quincy Total Hours	Quincy NLF Budget	Panorama	WRECO	Kleinfelder	Bender-Rosenthal	Subcontractor Subtotal	
		JQ	JF	RF	JCR	MS	CS	LSM	Acq	BM	JT	AD	RK	SCoP	SCR	CB	CD						Actual Labor Multiplier
		\$80.00	\$80.00	\$50.00	\$48.10	\$62.00	\$51.30	\$55.10	\$44.10	\$47.10	\$55.00	\$41.00	\$46.10	\$48.71	\$43.63	\$30.00	\$71.80						3.022
Includes Efficiencies resulting from doing Walker Creek at same time																							
1. Project Management																							
Task 1.1 Project Management																							
Schedule Updates (14)																							
Invoices and Progress Reports (14)																							
CT HRP Forms 6A-6D, 7A-7D (1 each)																							
Task 1.2 Project Review Meetings																							
In-person meetings (1)																							
PDT Teleconferences (10)																							
Meeting Agendas & Summaries (14)																							
Task 1.3 Update Rights of Entry (4)																							
2. Environmental Documentation																							
Task 2.1 Project coordination																							
Task 2.2 3D Modeling / Construction																							
Task 10.1.3 RW Acquisition																							
Task 10.1.4 Title and Easement Services (Optional)																							
Task 10.1.5 Condemnation Support (Optional)																							
11 Bid Support																							
Task 12 Construction Support (Optional)																							
Task 14.1 Construction Staging Information																							
Task 14.2 Construction Engineering Support																							
Task 14.2.1 Submittal Review																							
Task 14.2.2 Precast Source Inspection																							
13 Prepare Record Drawings																							
Subtotal- Hours																							
Estimated Salary Increases for Multi-Year Project																							
Other Direct Costs																							
Total Cost																							
		\$0	\$0	\$118.00	\$16,020	\$9,460	\$14,210	\$9,477	\$3,263	\$14,083	\$1,376	\$2,618	\$1,475	\$2,618	\$370	\$1,221	\$96,306	\$58,240	\$22,840	\$8,220	\$18,055	\$108,546	

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (OCR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing. Optional Tasks not included

OK within 3.01

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts☒ Prime Consultant ☐ SubconsultantConsultant **Quincy Engineering, Inc.**Project Name **Walker Creek Bridge Replacement BRLO-5948(076)**Project No. **BRLO-5948(076)**Contract No. **BRLO-5948(076)**Date **6/4/2018****DIRECT LABOR**

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	\$70-\$105	0	\$ 86.00	\$ -
Principal Eng. *	James Foster	JF	\$70-\$105	117	\$ 86.00	\$ 10,062.00
Senior Eng. *	Robert Ferguson	RF	\$49-\$79	286	\$ 56.80	\$ 16,244.80
Assoc Eng.	Juan Cruz	JCr	\$32-\$63	180	\$ 46.10	\$ 8,298.00
Senior Eng.	Mike Sanchez	MS	\$49-\$79	146	\$ 65.00	\$ 9,490.00
Assist Eng. II	Carlos Silva	CS	\$32-\$55	293	\$ 51.30	\$ 15,030.90
Assoc Eng.	Lacey Smith	LSm	\$32-\$63	172	\$ 55.10	\$ 9,477.20
Assoc Eng.	Ariana Castillo	Aca	\$32-\$63	74	\$ 44.10	\$ 3,263.40
CAD Manager	Bob Maechler	BM	\$34-\$56	299	\$ 47.10	\$ 14,082.90
Survey Mgr	Jim Thornton	JT	\$37-\$67	31	\$ 55.00	\$ 1,705.00
Survey Tech	Alfonso Dabu	AD	\$29-\$47	89	\$ 41.00	\$ 3,649.00
Assoc Eng.	Ryan Kotey	RK	\$32-\$63	44	\$ 46.10	\$ 2,028.00
Survey Chief of Party **	Survey Chief of Party	SCoP	\$37-\$67	71	\$ 46.71	\$ 3,316.41
Rodman **	Survey Chainman / Rodman	SCR	\$29-\$47	60	\$ 43.63	\$ 2,617.80
Assist Eng. I	Chris Brazil	CB	\$26-\$46	8	\$ 30.80	\$ 246.40
Senior PM	Carolyn Davis	CD	\$55-\$95	17	\$ 71.80	\$ 1,220.60
				1887		\$ 100,732.81

LABOR COSTS

- a) Subtotal Direct Labor Costs \$100,732.81
- b) Estimated Salary Increases for Multi-Year Project \$1,261.92 (see calculation page attached)
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$101,994.73**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 45.95%):
- e) Total Fringe Benefits [(c) x (d)] \$46,866.58
- f) Overhead (Rate: 123.84%):
- g) Overhead [(c) x (f)] \$126,310.27
- h) General Administration (Rate: 0.0%):
- i) Gen & Admin [(c) x (h)] \$0.00
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$173,176.84**

FIXED FEE

- k) Fixed Fee (12.0%):
- l) **TOTAL FIXED FEE [(c) + (j)] x (k)** **\$33,020.59**

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	1600 miles @	\$0.545	\$872.00
Pier Diem/ Hotel	5 days @	\$150.00	\$750.00
Delivery	0 @	\$20.00	\$0.00
Vendor Reproduction			
	Mylar 39 @	\$55.00	\$2,145.00
	8 1/2 X 11 Reproduction @		\$0.00
	11 X 17 Reproduction @		\$0.00
	Mounting Boards for Presentations @		\$0.00
	Newsletters (Translation and printing) @		\$0.00
	Subtotal Vendor Reproduction		\$2,145.00
Title Report	0 @	\$0.00	\$0.00
Prevailing Wage Differential			\$2,694.90
m) TOTAL OTHER DIRECT COSTS		\$6,461.90	\$6,461.90

n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)

Panorama (DBE)	\$33,657.12
WRECO (DBE)	\$25,383.00
Kleinfelder	\$29,054.68
Bender-Rosenthal	\$64,250.00
	<u>\$152,344.80</u>

o) **TOTAL COST [(c) + (j) + (l) + (m) + (n)]** **\$466,998.86****NOTES:**

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
- Optional Tasks not included

EXHIBIT 10-H1 COST PROPOSAL

PAGE 2 OF 2

**ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**Consultant Quincy Engineering, Inc.Contract No. BRLO-5948(076)Date 6/4/2018Walker Creek Bridge Replacement BRLO-5948(076)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 100,732.81	1887	=	\$53.38	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Proposed Escalation =	5.0%		
	Avg Hourly Rate	Proposed Escalation		
Year 1	\$53.38	+ 2.5%	=	\$54.72 Year 1 Avg Hourly Rate
Year 2	\$54.72	+ 5.0%	=	\$57.46 Year 2 Avg Hourly Rate
Year 3	\$57.46	+ 5.0%	=	\$60.33 Year 3 Avg Hourly Rate
Year 4	\$60.33	+ 5.0%	=	\$63.35 Year 4 Avg Hourly Rate
Year 5	\$63.35	+ 5.0%	=	\$66.52 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	1887.0	=	943.5	Estimated Hours Year 1
Year 2	50.00%	*	1887.0	=	943.5	Estimated Hours Year 2
Year 3	0.00%	*	1887.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1887.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1887.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1887.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)		Cost per Year	
Year 1	\$53.38	*	944	=	\$50,366.41	Estimated Hours Year 1
Year 2	\$54.72	*	944	=	\$51,628.32	Estimated Hours Year 2
Year 3	\$57.46	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$60.33	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.35	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$101,994.73	
Direct Labor Subtotal before Escalation				=	\$100,732.81	
Estimated total of Direct Labor Salary Increase				=	\$1,261.92	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Cost Proposal

Project Number: BRLO-5848(076)			Project Name: Walker Creek Bridge Replacement: BRLO-5848(076)																					
TASKS			Principal Eng	Principal Eng	Senior Eng	Assoc Eng	Senior Eng II	Assoc Eng	CAD Manager	Survey Mgr	Survey Tech	Assoc Eng	Survey Chief of Party **	Survey Chairman / Teamman **	Assist Eng I	Senior PM	Quincy Total Hours	Quincy Total Labor Dollars	Quincy NLF Budget	Panorama (DBE)	WRECO (DBE)	Member	Bender-Rosenthal	Subcontractant Subtotal
Mo.	JQ	JF	RF	JCR	MS	CS	LSM	Asoc Eng	Assoc Eng	BM	JT	AD	PM	SCoP	SCo	CB	CD							
	\$83.00	\$88.00	\$58.00	\$48.10	\$90.00	\$61.00	\$95.10	\$44.10	\$47.10	\$47.10	\$56.00	\$41.00	\$48.10	\$48.71	\$43.83	\$30.80	\$71.80							
Includes Efficiencies resulting from doing Carroll Creek at same time																								
1	Project Management																							
Task 1.1 Project Management																								
Schedule Updates (14)																								
Invoices and Progress Reports (14)																								
CI HBP Forms 6A-4D, 7A-7D (1 each)																								
Task 1.2 Project Review Meetings																								
In-person meetings (1)																								
PDT Teleconferences (10)																								
Meeting Agendas & Summaries (14)																								
Task 1.3 Update Rights of Entry (4)																								
2	Environmental Documentation																							
Task 2.1 Project coordination																								
Task 2.2 Biological Assessment																								
Task 2.3 Environmental Documents																								
11	Bid Support																							
Task 14.1 Construction Saving Information																								
Task 14.2 Construction Engineering Support																								
Task 14.2.1 Submittal Review																								
Task 14.2.2 Present Source Inspection																								
13	Prepare Record Drawings																							
Subtotal: Hours																								
Estimated Salary Increases for Multi-Year Project																								
Other Direct Costs																								
Total Cost																								

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
Optional Tasks not included

Walker Creek - Optional Tasks

Task No.	Description	Company Assigned to	Hours	Cost
3.3	Optional Test Borings at Walker Creek	Kleinfelder	79	\$ 20,834.94
6.2	Alignment Staking	Quincy	40	\$ 6,341.30
6.4	Record of Survey	Quincy	98	\$ 15,308.46
8.2.2.1	Prepare County Boiler Plate Specifications	Quincy	17	\$ 2,944.29
9.1	Incidental Take Permit	Quincy	5	\$ 946.38
		Panorama Environmental	45	\$ 5,795.51
9.2	Walker Creek Road Permits	Quincy	5	\$ 946.38
		Panorama Environmental	41	\$ 5,193.48
10.2.2.1	Right of Way Appraisal Review	Bender Rosenthal	-	\$ 6,000.00
10.2.4	Title and Escrow Services	Bender Rosenthal	-	\$ 7,500.00
10.2.5	Condemnation Support (Hourly Billing)	Bender Rosenthal	-	\$ -
12	Construction Support	Quincy	119	\$ 21,458.23
Total			449	\$ 93,268.97

Carroll Creek - Optional Tasks

Task No.	Description	Company Assigned to	Hours	Cost
2.4	Biological Surveys	Panorama Environmental	39	\$ 5,049.69
6.2	Alignment Staking	Quincy	40	\$ 6,341.30
6.4	Record of Survey	Quincy	98	\$ 15,308.46
8.2.2.1	Prepare County Boiler Plate Specifications	Quincy	17	\$ 2,944.29
10.1.4	Title and Escrow Services	Bender Rosenthal	-	\$ 1,500.00
10.1.5	Condemnation Support (Hourly Billing)	Bender Rosenthal	-	\$ -
12	Construction Support	Quincy	119	\$ 21,458.23
Total			313	\$ 52,601.97

The costs associated with optional tasks 10.1.5 and 10.2.5 for Bender Rosenthal for Condemnation Support are not included because the effort for this task cannot be readily estimated. However, this optional task is rarely required and presents a low risk of being needed for these projects.

We truly appreciate our past work with the County. Please let us know if additional scope and cost reductions are desired.

Respectfully Submitted,
QUINCY ENGINEERING, INC.



John S. Quincy, PE
 President

ATTACHMENT C

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: July 10, 2018

TO: July 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The consultant shall be compensated at the rates shown in Quincy Engineering, Inc.'s Exhibit 10-H1 Cost Proposal (Attachment B) for Travel and Per Diem expenses.

ATTACHMENT D

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: July 10, 2018

TO: June 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

Consultant 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 Consultant, 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 for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location 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 Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
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.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, 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 consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

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 Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT E

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: July 10, 2018

TO: July 31, 2021

FEDERAL FUNDS ADDENDUM

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.
3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of these provisions.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Quincy Engineering Inc of Rancho Cordova, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 146.1, for the term from July 10, 2018 to July 31, 2021.

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.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. The term of the Agreement is extended to June 30, 2024, or until project completion.

The effective date of this amendment to the Agreement is July 27, 2021.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

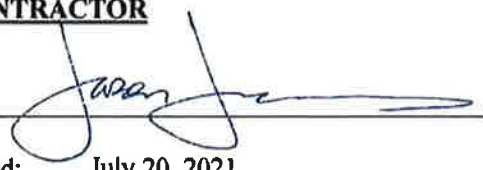
**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
27th DAY OF July, 2021.

COUNTY OF INYO

By: 
Dated: 7-27-2021

CONTRACTOR

By: 
Dated: July 20, 2021

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Quincy Engineering Inc, now Conzor North America, Inc of Chicago, IL (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 10, 2018 , on County of Inyo Standard Contract No. 146.1, for the term from July 10, 2018 to June 30, 2024.

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.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. The term of the Agreement is extended to June 30, 2026.

The effective date of this amendment to the Agreement is June 30, 2024.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES**


IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2024.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____

Dated: 06/25/2024

APPROVED AS TO FORM AND
LEGALITY:

Grace Weitz

Grace Weitz (Jun 26, 2024 09:02 PDT)

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale

Christie Martindale (Jun 26, 2024 09:09 PDT)

County Auditor



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

July 9, 2024

Reference ID:
2024-490

Bishop Airport Runway 12-30 Grooving Project Plans and Specifications

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -
Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

Approve the plans and specifications for the Bishop Airport Runway 12-30 Grooving Project and authorize the Public Works Director to advertise the project.

BACKGROUND / SUMMARY / JUSTIFICATION:

Federal Aviation Administration (FAA) design standards state that commercial service airports should "provide grooving or other surface friction treatment for primary and secondary runways" (AC 150/5300-13B page 6-6). A grooved surface aids with drainage and increases friction during rain events. The FAA supports the County moving forward with the Runway 12-30 Grooving Project, which will include asphalt grooving, a seal coat to prolong the life of the asphalt, and new runway markings. The project will be funding by the FAA's Airport Improvement Program in federal fiscal year 2024, with an anticipated grant award in August or September of this year, after construction bids have been received. Your Board approved the design contract with Tartaglia Engineering Inc, on May 21, 2024.

FISCAL IMPACT:

Funding Source	90% Grant Funded: FAA Airport Improvement Program grant / 10% County Match	Budget Unit	630100
Budgeted?	Yes	Object Code	5700
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
It is anticipated that all project related expenses will occur in the current fiscal year. \$1,375,000 is included in the Construction in Progress object code for the construction contract and construction oversight. This cost is included in the Preliminary budget and budget buddy for 24/25.			
Future Fiscal Year Impacts			
None.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the advertising of the bid package. This is not recommended as the execution of this project is important for overall airport and runway safety.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. RUNWAY 12-30 SURFACE TREATMENT (compressed)
2. Runway 12-30 Surface Treatment Project BID PACKAGE

APPROVALS:

Ashley Helms	Created/Initiated - 6/14/2024
Darcy Ellis	Approved - 6/17/2024
Breanne Nelums	Approved - 6/19/2024
Ashley Helms	Approved - 7/2/2024
John Vallejo	Approved - 7/2/2024
Amy Shepherd	Approved - 7/2/2024
Michael Errante	Approved - 7/2/2024
Ashley Helms	Approved - 7/2/2024
Nate Greenberg	Final Approval - 7/2/2024

BISHOP AIRPORT

A COUNTY OF INYO AVIATION FACILITY

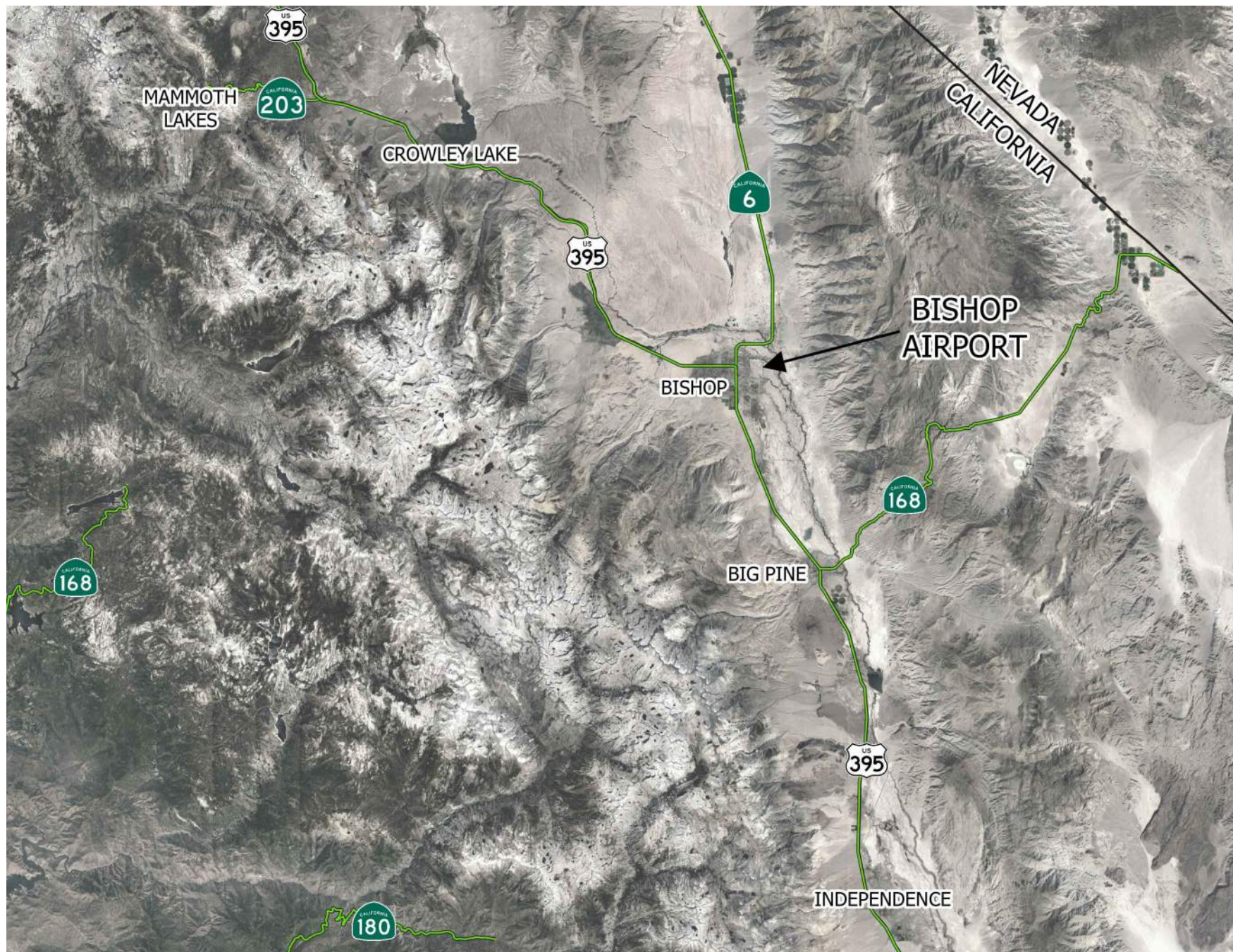
BISHOP, CALIFORNIA

RUNWAY 12-30

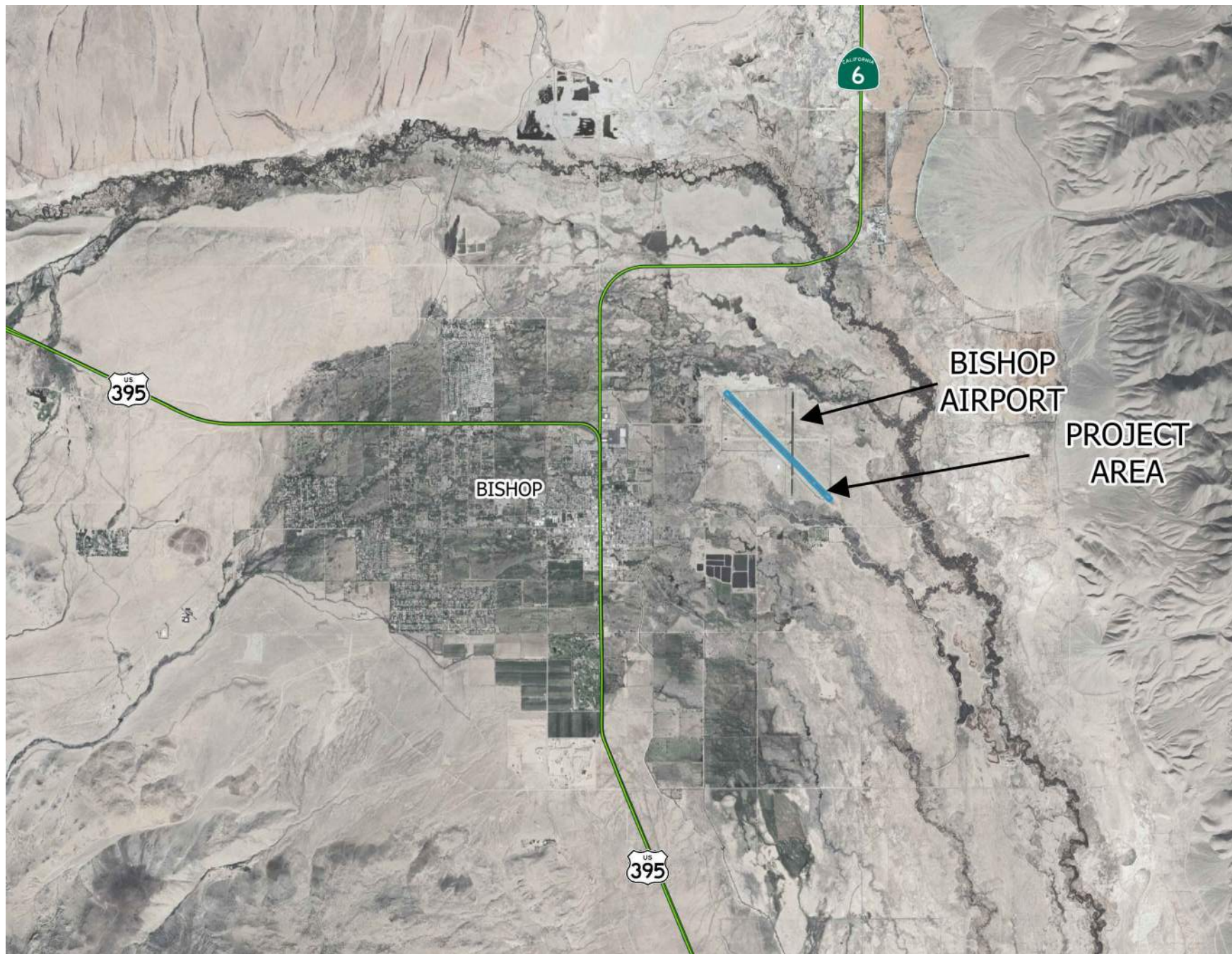
SURFACE TREATMENT

INYO COUNTY PROJECT NO. 630100
AIP PROJECT NO. 3-06-0024-XXX-2024
JULY 2024

PLAN SET ISSUED FOR BIDDING PURPOSES ONLY



REGIONAL MAP
NO SCALE



VICINITY MAP
NO SCALE

COUNTY OFFICIALS

MICHAEL ERRANTE DIRECTOR OF PUBLIC WORKS
ASHLEY HELMS DEPUTY DIRECTOR OF PUBLIC WORKS—AIRPORT
STEVE LOVEN AIRPORT OPERATIONS SUPERVISOR

GENERAL PROJECT DESCRIPTION

PAVEMENT MAINTENANCE EFFORTS ON RUNWAY 12–30 AND CONNECTING TAXIWAYS, INCLUDING CRACK FILL AND SEALING, APPLICATION OF EMULSIFIED ASPHALT SEAL COAT, GROOVING ASPHALT SURFACE, AND APPLICATION OF NEW MARKINGS.

GENERAL CONSTRUCTION ELEMENTS

- AIRFIELD SAFETY AND SECURITY.
- CONSTRUCTION SITE ENVIRONMENTAL COMPLIANCE.
- PERFORM CRACK FILL AND SEAL, INCLUDING ROUTING OF EXISTING CRACKS AND PAVEMENT COLD JOINTS.
- OBLITERATE SOME PAVEMENT MARKINGS TO 50%.
- GROOVE EXISTING ASPHALT SURFACE.
- APPLY AN EMULSIFIED ASPHALT SEAL COAT TO THE RUNWAY, AND CONNECTING TAXIWAYS UP TO THE HOLD POSITION MARKINGS, USING A HAND SHIELD TO PREVENT SEAL COAT APPLICATION ON PAVEMENT MARKINGS INTENDED TO REMAIN.
- APPLY NEW PAVEMENT MARKINGS.

SHEET INDEX

NO.	Title	Subtitle
01	COVER SHEET	TITLE-PROJECT DESCRIPTION
02	PROJECT LAYOUT PLAN	OVERALL VIEW
03	CLOSURE PLAN 1	RUNWAY 12–30 CLOSED
04	CLOSURE PLAN 2	RUNWAY 12–30 & RUNWAY 8–26 CLOSED
05	CLOSURE PLAN 3	RUNWAY 12–30 & RUNWAY 17–35 CLOSED
06	CONTROL PLAN	BENCHMARK & BASIS OF BEARINGS
07	IMPROVEMENT PLAN	RUNWAY 12–30 STA: 0+00 TO STA. 42+00
08	IMPROVEMENT PLAN	RUNWAY 12–30 STA: 42+00 TO STA. 76+94.81
09	MARKING PLAN	RUNWAY 12–30 STA: 0+00 TO STA. 42+00
10	MARKING PLAN	RUNWAY 12–30 STA: 42+00 TO STA. 76+94.81
11	DETAILS	SURFACE TREATMENT
12	DETAILS	MARKING

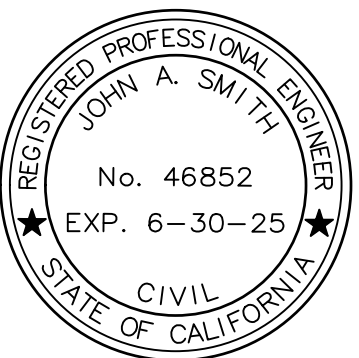
APPROVED BY Michael Errante DATE 7/2/24

MICHAEL J. ERRANTE, DIRECTOR
INYO COUNTY PUBLIC WORKS



SUBMITTED John A. Smith DATE 7/2/24

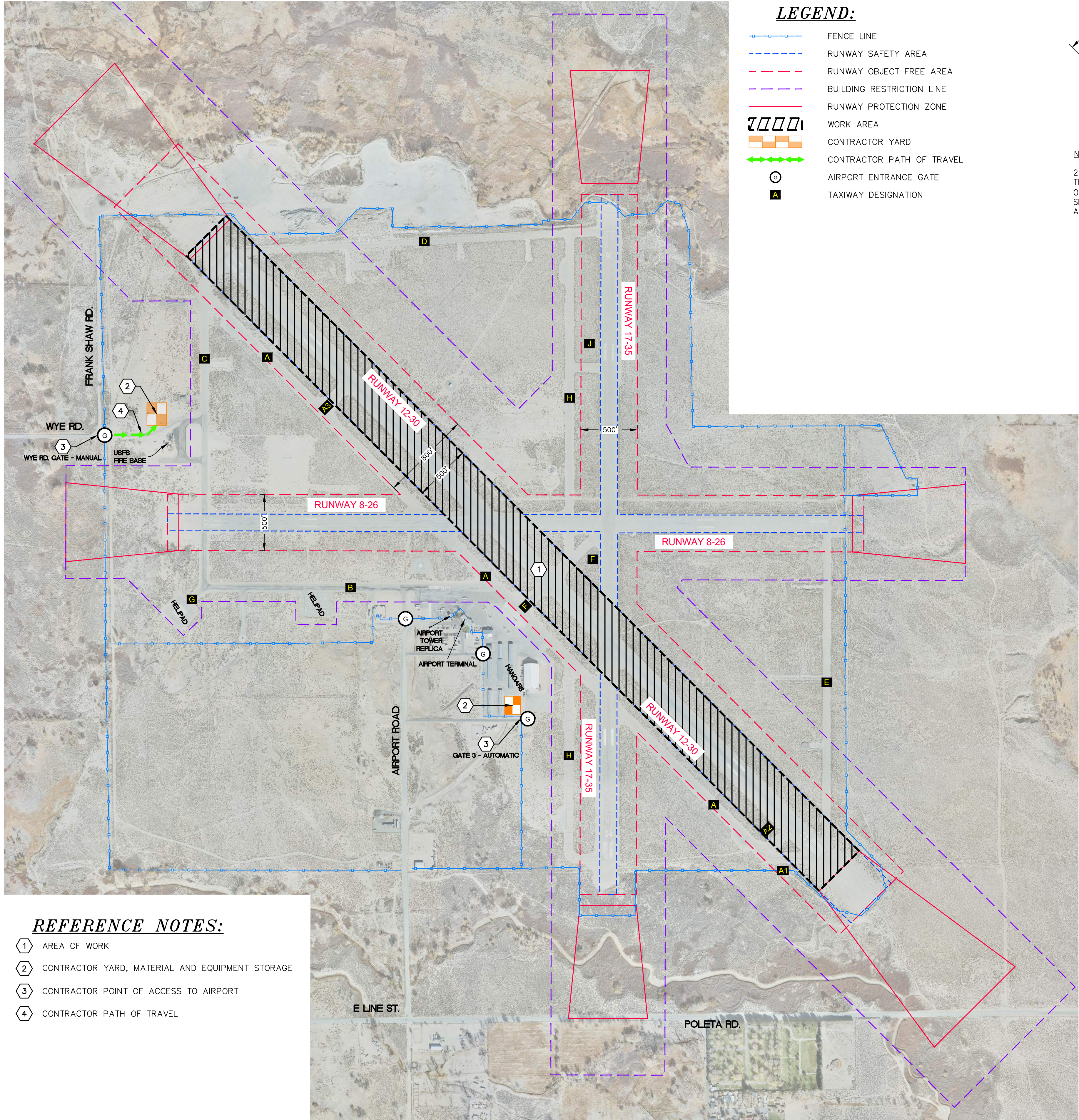
JOHN A. SMITH, PROJECT ENGINEER
RCE 46852



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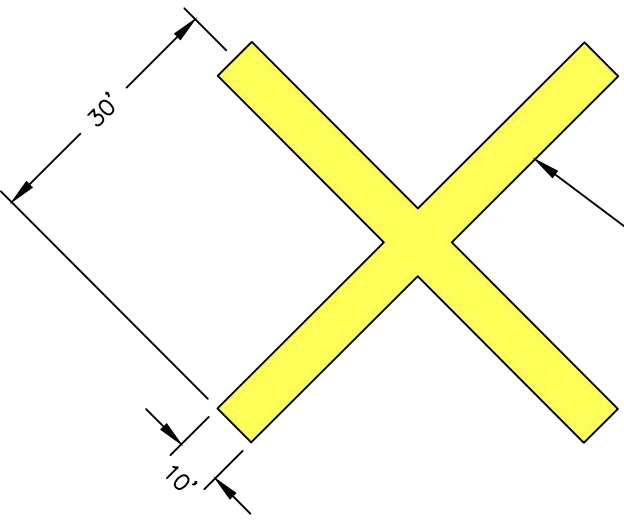
UNDERGROUND SERVICE ALERT 811 DIAL 811 TWO WORKING DAYS BEFORE YOU DIG
01 SHEET

TARTAGLIA ENGINEERING
24-31 DRAWING NO.



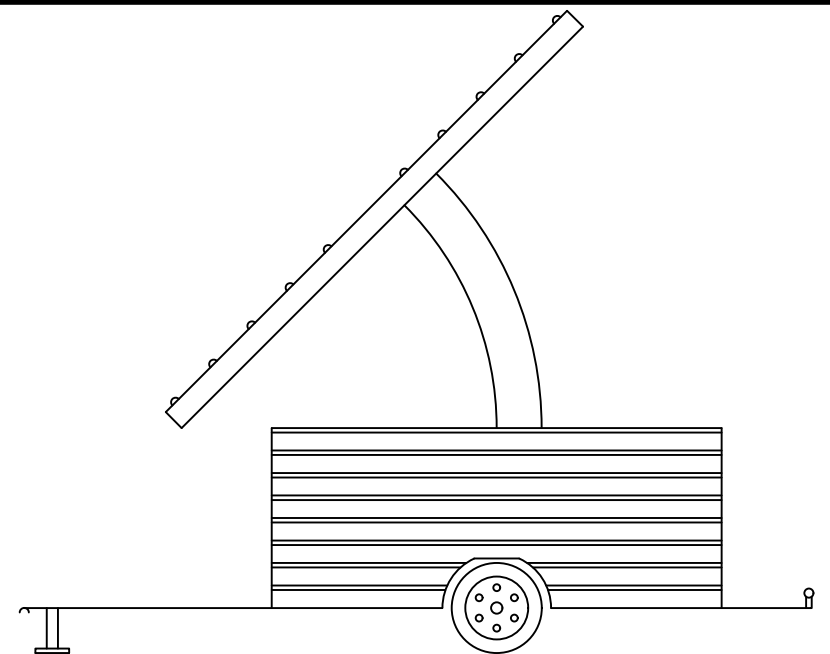
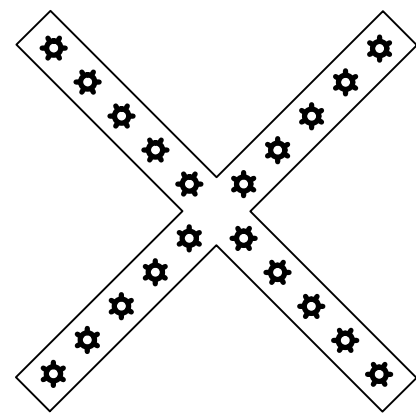
REFERENCE NOTES:

- AREA OF WORK
- CONTRACTOR YARD, MATERIAL AND EQUIPMENT STORAGE
- CONTRACTOR POINT OF ACCESS TO AIRPORT
- CONTRACTOR PATH OF TRAVEL



NOTE:

2 NON-LIGHTED, YELLOW MESH CANVAS RUNWAY CLOSURE MARKERS PROVIDED BY THE AIRPORT, PLACE CLOSURE CROSSES IN THE CONFIGURATION SHOWN OVERTOP OF RUNWAY DESIGNATION MARKINGS (NUMERALS) OR IN THE ALTERNATE LOCATION SHOWN ON THE PLANS. CLOSED RUNWAY MARKERS SHALL BE RETURNED TO THE AIRPORT IN GOOD CONDITION AT THE END OF THE PROJECT.



- AT THE BEGINNING OF THE PROJECT, CONTRACTOR WILL BE PROVIDED WITH TWO (2) TRAILER MOUNTED, LIGHTED RUNWAY CLOSURE MARKERS.
- CONTRACTOR IS RESPONSIBLE FOR FUELING AND TRANSPORTING THE RUNWAY CLOSURE CROSSES FOR THE DURATION OF THE PROJECT.
- AT THE END OF THE PROJECT, CONTRACTOR SHALL RETURN THE CLOSURE CROSSES TO THE AIRPORT IN GOOD WORKING CONDITION.

NON-LIGHTED

LIGHTED TRAILER MOUNTED

TYPICAL RUNWAY CLOSURE MARKERS

NO SCALE

A
02

GENERAL NOTES:

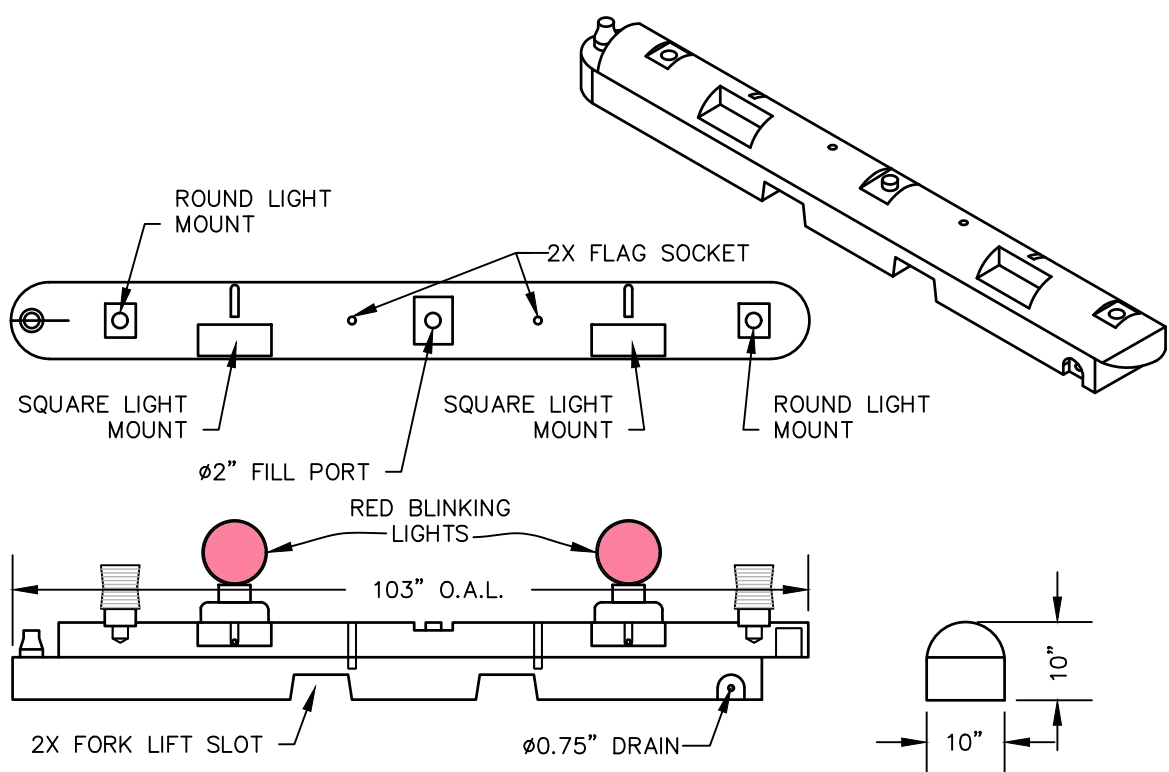
- UNLESS STATED ELSEWHERE, BISHOP AIRPORT WILL REMAIN OPEN AT ALL TIMES DURING CONSTRUCTION.
- RUNWAY CLOSED DOES NOT MEAN AIRPORT CLOSED.
- THE BISHOP AIRPORT AIRBAND FREQUENCY IS 123.0 MHZ. WHILE ON THE AIRFIELD, THE CONTRACTOR SHALL APPOINT A RADIO MONITOR TASKED WITH MONITORING AND LISTENING TO THE RADIO AT ALL TIMES, WITH THE ABILITY TO GUIDE AND DIRECT CONTRACTOR FORCES IF NECESSARY. THE MONITOR SHALL REMAIN CLEAR OF ALL LOUD NOISE (MACHINE, EQUIPMENT) THAT COULD IMPEDE HIS ABILITY TO HEAR AND RESPOND TO RADIO COMMUNICATIONS.
- BISHOP AIRPORT HAS THREE RUNWAYS: RUNWAY 12-30, RUNWAY 8-26, AND RUNWAY 17-35.
- EACH RUNWAY INCLUDES ITS OWN RUNWAY SAFETY AREA (RSA).
- CONTRACTOR FORCES TO REMAIN CLEAR OF THE RSA FOR EVERY RUNWAY UNLESS THAT SPECIFIC RUNWAY IS CLOSED.
- PRIOR TO BEGINNING WORK ON THIS PROJECT, CONTRACTOR TO RECEIVE AIRPORT-OWNED LIGHTED RUNWAY CLOSURE CROSSES AND NON-LIGHTED RUNWAY CLOSURE CROSS PANELS. THE CONTRACTOR SHALL KEEP AND MAINTAIN ALL CROSSES FOR THE DURATION OF THE PROJECT. AT THE CONCLUSION OF THE WORK THE CONTRACTOR SHALL CLEAN, SERVICE (CHANGE OIL & FILTER - FUEL), NEATLY ROLL NON-LIGHTED PANELS, AND RETURN ALL TO THE AIRPORT.
- NO EQUIPMENT OR MATERIALS PARKED OR STORED OUTSIDE THE DEFINED LIMITS OF THE CONTRACTOR YARD.
- WATER FOR CONSTRUCTION IS NOT AVAILABLE AT BISHOP AIRPORT. CONTRACTOR TO SECURE THEIR OWN SOURCE OF WATER, OFF THE AIRPORT.
- AIRPORT SECURITY PROGRAM:
 - A. CONTRACTOR FORCES TO PROCEED THROUGH BACKGROUND CHECK AND RECEIVE A SECURITY BADGE.
 - B. THE BADGE IS YOUR AUTHORITY TO ACCESS THE AIRPORT.
 - C. BADGED INDIVIDUALS CAN SERVE AS ESCORTS TO NON-BADGED INDIVIDUALS.
 - D. NON-BADGED INDIVIDUALS MUST REMAIN IN CLOSE RANGE (EAR-SHOT) OF THE BADGED ESCORT, AT ALL TIMES.
 - E. ALLOW 2-WEEKS MINIMUM TO SECURE A BADGE.

AIRPORT ACCESS CONTROL PROGRAM:

- THROUGHOUT THE DURATION OF THIS PROJECT, THE INTEGRITY OF THE AIRPORT PERIMETER SECURITY ELEMENT SHALL REMAIN EQUAL TO OR GREATER THAN PRE-PROJECT CONDITIONS.
- CONTRACTOR TO BE PREPARED TO DENY ACCESS TO THE AIRPORT TO ANYONE NOT UNDER THEIR CONTROL.
- ALL VEHICLES AND EQUIPMENT ENTERING AND OPERATING ON THE AIRPORT SHALL HAVE EITHER AN ORANGE AND WHITE CHECKERED FLAG (DAYTIME ONLY) OR A FUNCTIONING AMBER ROTATING BEACON (DAY OR NIGHT) ON THE TOP OF THE VEHICLE, AT OR NEAR THE HIGHEST POINT.
- MANUAL GATE ACCESS:
 - A. GATE TO BE CLOSED AND LOCKED AT ALL TIMES UNLESS WORKING IN PROXIMITY TO OR ON THE GATE.
 - B. LOCK YOURSELF IN, LOCK YOURSELF OUT.
 - C. NO DUMMY LOCKING THE GATE.
 - D. PROVIDE A SENTRY WHEN MOVING MULTIPLE LOADS, VEHICLES, EQUIPMENT, ETC., INTO OR OUT OF THE AIRPORT.
- ANYONE WHO IS BADGED WILL RECEIVE A GATE CARD FOR GATE NO. 3.
- AUTOMATIC GATE ACCESS:
 - A. USE YOUR GIVEN AUTHORITY TO ENTER AND EXIT THE AIRPORT.
 - B. CLEAR THE GATE WHEN MOVING IN EITHER DIRECTION AND REMAIN IN PROXIMITY UNTIL THE GATE COMES TO A COMPLETE CLOSE.
 - C. USE YOUR VEHICLE IF NECESSARY TO PROHIBIT UNAUTHORIZED AIRPORT ENTRY.
 - D. CONTRACTOR IS FULLY RESPONSIBLE FOR INDIVIDUALS, VEHICLES, AND EQUIPMENT THAT ENTER THE GATE BEHIND HIM.
 - E. ON MATERIAL IMPORT DAYS THE GATE WILL BE PARKED IN THE OPEN POSITION. PROVIDE A CONTINUOUSLY PRESENT SENTRY TO MONITOR AND CONTROL ACCESS.
 - F. DO NOT ATTEMPT TO ACCOMMODATE ACCESS OF VEHICLES OR INDIVIDUALS NOT IN YOUR CHARGE. ALL AUTHORIZED INDIVIDUALS WILL RESPECT YOUR EFFORTS TO PRESERVE AIRPORT PERIMETER SECURITY.
 - G. REPORT GATE ISSUES TO THE AIRPORT IMMEDIATELY.

RUNWAY CLOSURE NOTES:

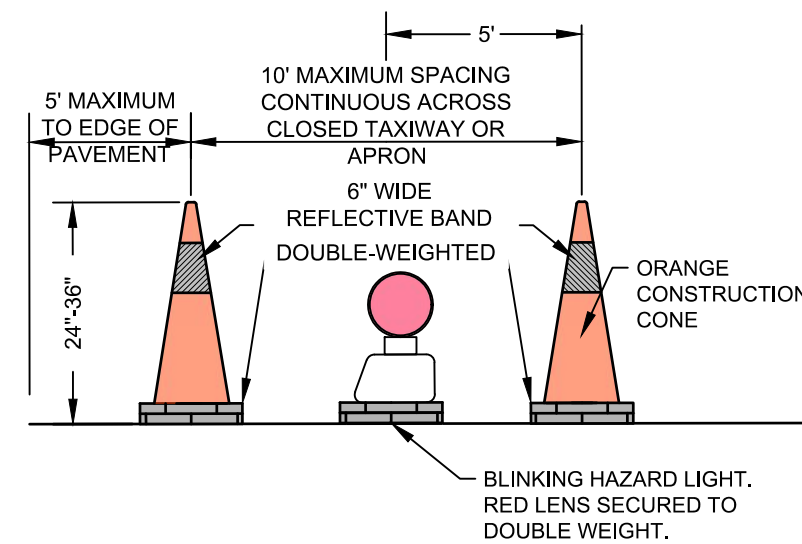
- CONTRACTOR FORCES TO REMAIN CLEAR (OUTSIDE) OF THE RUNWAY SAFETY AREA (RSA) UNLESS THE RUNWAY IS CLOSED.
- AT LEAST ONE RUNWAY AT BISHOP AIRPORT WILL REMAIN OPEN AT ALL TIMES.
- AUTHORIZED RUNWAY CLOSURE PERIODS:
 - A. RUNWAY 12-30: 24-HOURS A DAY, 7 DAYS A WEEK
 - B. RUNWAY 8-26: 0700 - 1600, LOCAL TIME, MONDAY - FRIDAY
 - C. RUNWAY 17-35: 2100 - 0600, LOCAL TIME, SUNDAY NIGHT - FRIDAY MORNING
 - D. NO HOLIDAY CLOSURES OF RUNWAY 8-26 AND RUNWAY 17-35.
- CONTRACTOR TO SCHEDULE RUNWAY CLOSURES A MINIMUM OF SEVEN (7) DAYS IN ADVANCE AND CONFIRM A NOTAM HAS BEEN ISSUED BEFORE PROCEEDING.
- CONTRACTOR TO INSTALL AND MAINTAIN RUNWAY CLOSURE CROSSES (LIGHTED AND / OR NON-LIGHTED, AS SHOWN) FOR THE DURATION OF EACH CLOSURE.
- FOR NON-LIGHTED CLOSURE CROSS PANELS, CONTRACTOR SHALL PROVIDE ADEQUATE WEIGHTS (DELINEATOR BASES) TO HOLD PANELS TO THE GROUND IN THE CROSS CONFIGURATION.
- CONTRACTOR TO INSTALL AND MAINTAIN TAXIWAY CLOSURE DELINEATION AT LOCATIONS SHOWN, TO PREVENT AIRCRAFT FROM ACCESSING CLOSED RUNWAYS. DELINEATION TO BE PRESERVED AND MAINTAINED FOR THE DURATION OF EACH CLOSURE.
- RUNWAYS AND ASSOCIATED CLOSED TAXIWAYS SHALL BE INSPECTED AND RE-OPENED BEFORE THE END OF EACH AUTHORIZED CLOSURE PERIOD. ALLOW AMPLE TIME FOR RE-SWEEPING AIRFIELD PAVEMENTS BEFORE RE-OPENING.



- CONTRACTOR CAN ELECT EITHER 3 LED/SOLAR OR TWO BATTERY POWER LIGHTS PER DELINEATOR.
- DELINEATORS TO BE PLACED EITHER INTERLOCKED OR SPACED WITH A 10' MAXIMUM GAP.
- DELINEATORS TO BE WEIGHTED WITH SAND BAGS OR WATER.

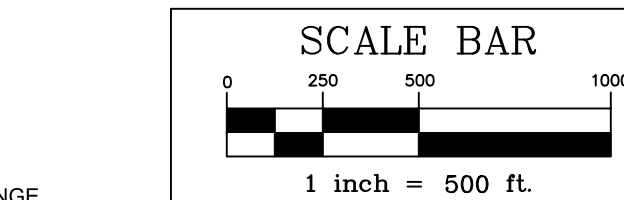
**LOW PROFILE LIGHTED
DELINEATOR DETAIL**

NO SCALE



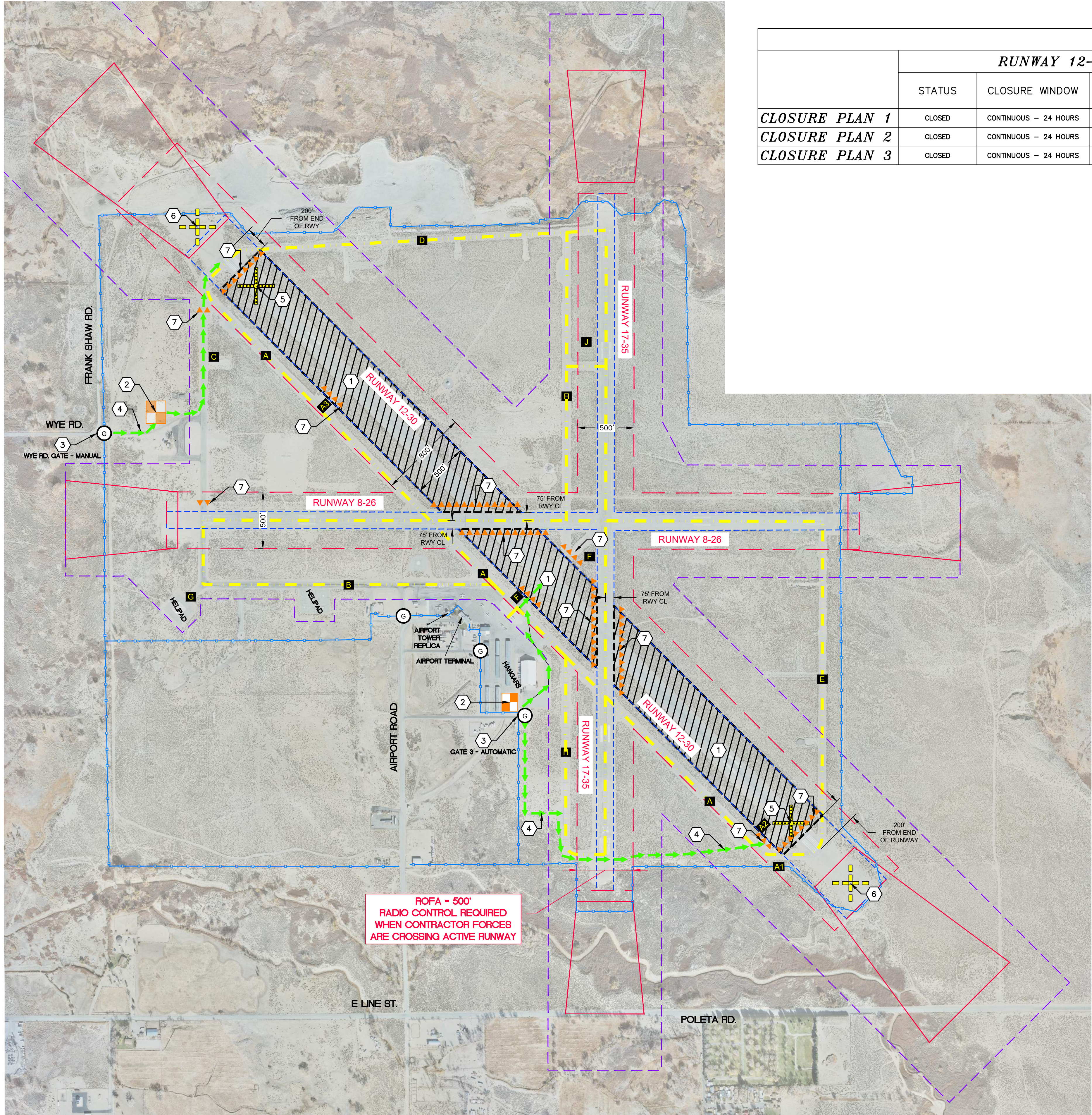
**CONE DELINEATION
DETAIL**

NO SCALE



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02

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RUNWAY CLOSURE PLAN OVERVIEW									
	RUNWAY 12-30			RUNWAY 8-26			RUNWAY 17-35		
	STATUS	CLOSURE WINDOW	MAXIMUM ALLOWABLE CLOSURES	STATUS	CLOSURE WINDOW	MAXIMUM ALLOWABLE CLOSURES	STATUS	CLOSURE WINDOW	MAXIMUM ALLOWABLE CLOSURES
CLOSURE PLAN 1	CLOSED	CONTINUOUS - 24 HOURS	NO RESTRICTIONS	OPEN	N/A	N/A	OPEN	N/A	N/A
CLOSURE PLAN 2	CLOSED	CONTINUOUS - 24 HOURS	NO RESTRICTIONS	CLOSED	DAY SHIFT	10 SHIFTS	OPEN	N/A	N/A
CLOSURE PLAN 3	CLOSED	CONTINUOUS - 24 HOURS	NO RESTRICTIONS	OPEN	N/A	N/A	CLOSED	NIGHT SHIFT	10 SHIFTS

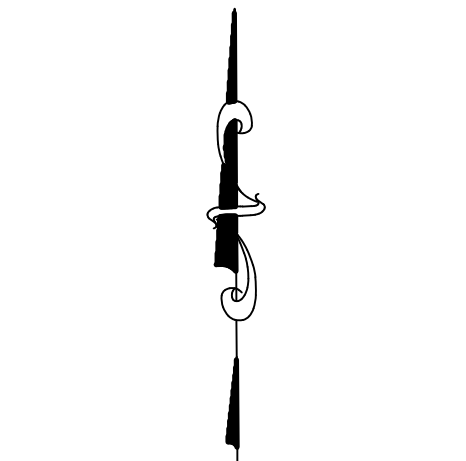
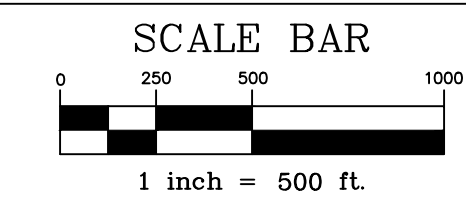
WITH ADVANCE NOTICE TO THE AIRPORT, THE CONTRACTOR IS TO IMPLEMENT CLOSURE PLAN 1, 2, OR 3 AT HIS DISCRETION, WITHIN THE CONSTRAINED NUMBER OF SHIFTS ALLOCATED FOR EACH CLOSURE PLAN, AS NECESSARY TO COMPLETE THE WORK.

REFERENCE NOTES (SHEETS 3-5):

- 1 AREA OF WORK
- 2 CONTRACTOR YARD, MATERIAL AND EQUIPMENT STORAGE
- 3 CONTRACTOR POINT OF ACCESS TO AIRPORT
- 4 CONTRACTOR PATH OF TRAVEL
- 5 LIGHTED CLOSURE CROSSES
- 6 LIGHTED CLOSURE CROSSES - ALTERNATE LOCATION
- 7 TAXIWAY CLOSURE DELINEATION, IN ACCORDANCE WITH DETAIL B OR C, SHEET 2.
- 8 NON-LIGHTED CLOSURE CROSSES

LEGEND (SHEETS 3-5):

- FENCE LINE
- RUNWAY SAFETY AREA
- RUNWAY OBJECT FREE AREA
- BUILDING RESTRICTION LINE
- RUNWAY PROTECTION ZONE
- WORK AREA
- CONTRACTOR YARD
- CONTRACTOR PATH OF TRAVEL
- AIRPORT ENTRANCE GATE
- LIGHTED CLOSURE CROSS
- LIGHTED CLOSURE CROSS-SECONDARY LOCATION
- NON-LIGHTED CLOSURE CROSS
- TAXIWAY DESIGNATION
- PAVEMENT CLOSED DELINEATION
- AIRCRAFT PATH OF TRAVEL



UNDERGROUND SERVICE ALERT
811
DIAL 811
TWO WORKING DAYS
BEFORE YOU DIG

CLOSURE PLAN 1

RUNWAY 12-30 CLOSED

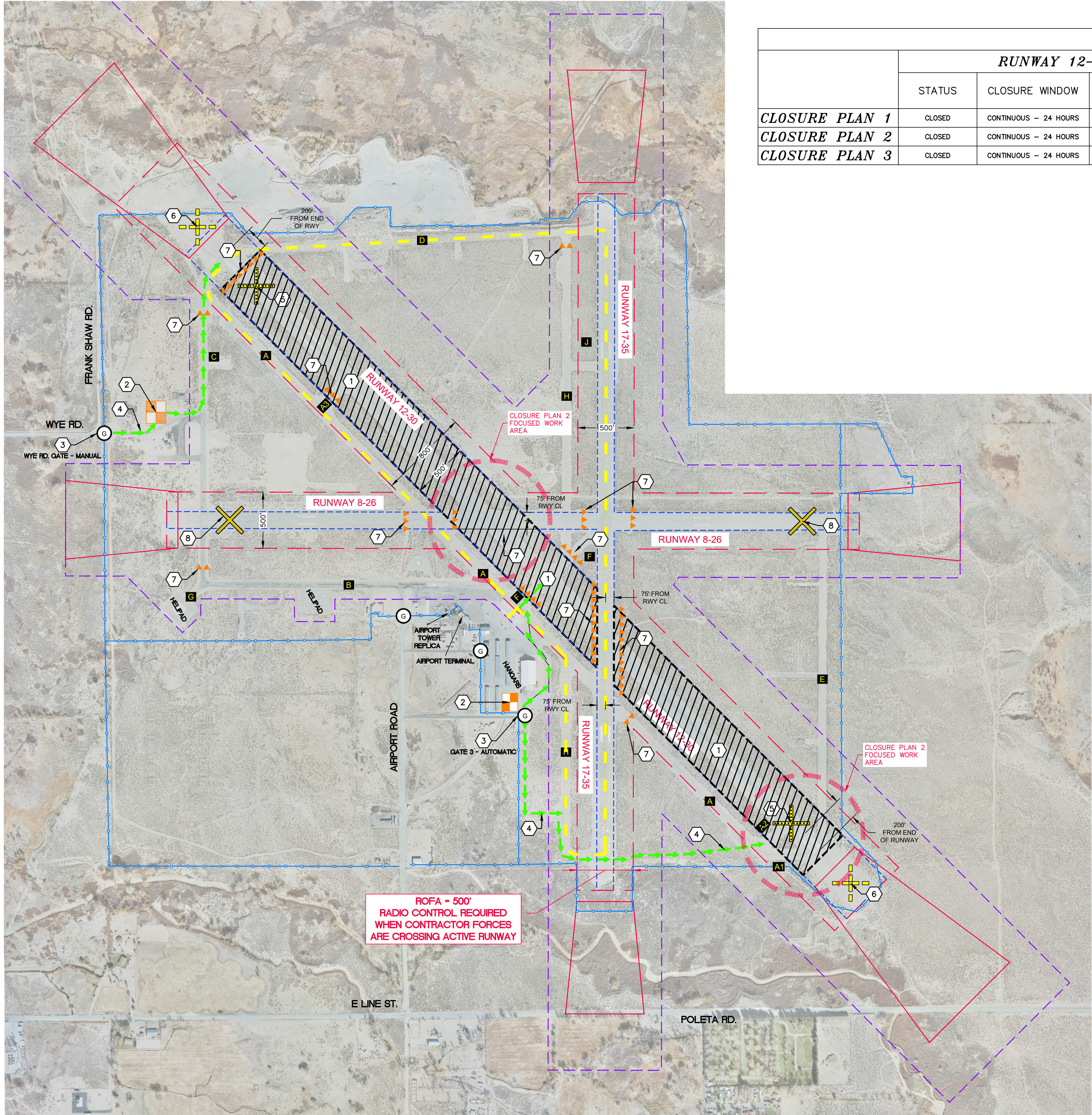
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TARTAGLIA ENGINEERING
BISHOP AIRPORT
A County of Inyo Aviation Facility
RUNWAY 12-30 SURFACE TREATMENT

REGISTERED PROFESSIONAL ENGINEER
JACOB A. SMITH
No. 46852
EXP. 6-30-25
CIVIL
STATE OF CALIFORNIA

DESIGN JTH
DRAWN NJG
CHECKED JAS
DWG. NO. 24-31
DATE 05/13/2024
SHEET 03 of 12

PLT DATE 5/29/2024



RUNWAY CLOSURE PLAN OVERVIEW									
	RUNWAY 12-30			RUNWAY 8-26			RUNWAY 17-35		
	STATUS	CLOSURE WINDOW	MAXIMUM ALLOWABLE CLOSURES	STATUS	CLOSURE WINDOW	MAXIMUM ALLOWABLE CLOSURES	STATUS	CLOSURE WINDOW	MAXIMUM ALLOWABLE CLOSURES
CLOSURE PLAN 1	CLOSED	CONTINUOUS - 24 HOURS	NO RESTRICTIONS	OPEN	N/A	N/A	OPEN	N/A	N/A
CLOSURE PLAN 2	CLOSED	CONTINUOUS - 24 HOURS	NO RESTRICTIONS	CLOSED	DAY SHIFT	10 SHIFTS	OPEN	N/A	N/A
CLOSURE PLAN 3	CLOSED	CONTINUOUS - 24 HOURS	NO RESTRICTIONS	OPEN	N/A	N/A	CLOSED	NIGHT SHIFT	10 SHIFTS

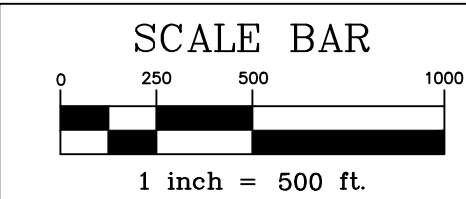
WITH ADVANCE NOTICE TO THE AIRPORT, THE CONTRACTOR IS TO IMPLEMENT CLOSURE PLAN 1, 2, OR 3 AT HIS DISCRETION, WITHIN THE CONSTRAINED NUMBER OF SHIFTS ALLOCATED FOR EACH CLOSURE PLAN, AS NECESSARY TO COMPLETE THE WORK.

REFERENCE NOTES (SHEETS 3-5):


- 1 AREA OF WORK
- 2 CONTRACTOR YARD, MATERIAL AND EQUIPMENT STORAGE
- 3 CONTRACTOR POINT OF ACCESS TO AIRPORT
- 4 CONTRACTOR PATH OF TRAVEL
- 5 LIGHTED CLOSURE CROSSES
- 6 LIGHTED CLOSURE CROSSES - ALTERNATE LOCATION
- 7 TAXIWAY CLOSURE DELINEATION, IN ACCORDANCE WITH DETAIL B OR C, SHEET 2.
- 8 NON-LIGHTED CLOSURE CROSSES

LEGEND (SHEETS 3-5):

- FENCE LINE
- RUNWAY SAFETY AREA
- RUNWAY OBJECT FREE AREA
- BUILDING RESTRICTION LINE
- RUNWAY PROTECTION ZONE
- WORK AREA
- CONTRACTOR YARD
- CONTRACTOR PATH OF TRAVEL
- AIRPORT ENTRANCE GATE
- LIGHTED CLOSURE CROSS
- LIGHTED CLOSURE CROSS-SECONDARY LOCATION
- NON-LIGHTED CLOSURE CROSS
- TAXIWAY DESIGNATION
- PAVEMENT CLOSED DELINEATION
- AIRCRAFT PATH OF TRAVEL



UNDERGROUND SERVICE ALERT

 DIAL 811

TWO WORKING DAYS
BEFORE YOU DIG

CLOSURE PLAN 2

RUNWAY 12-30 & RUNWAY 8-26 CLOSED

REV.	DESCRIPTION	DATE	APP.
1			
2			
3			
4			
5			

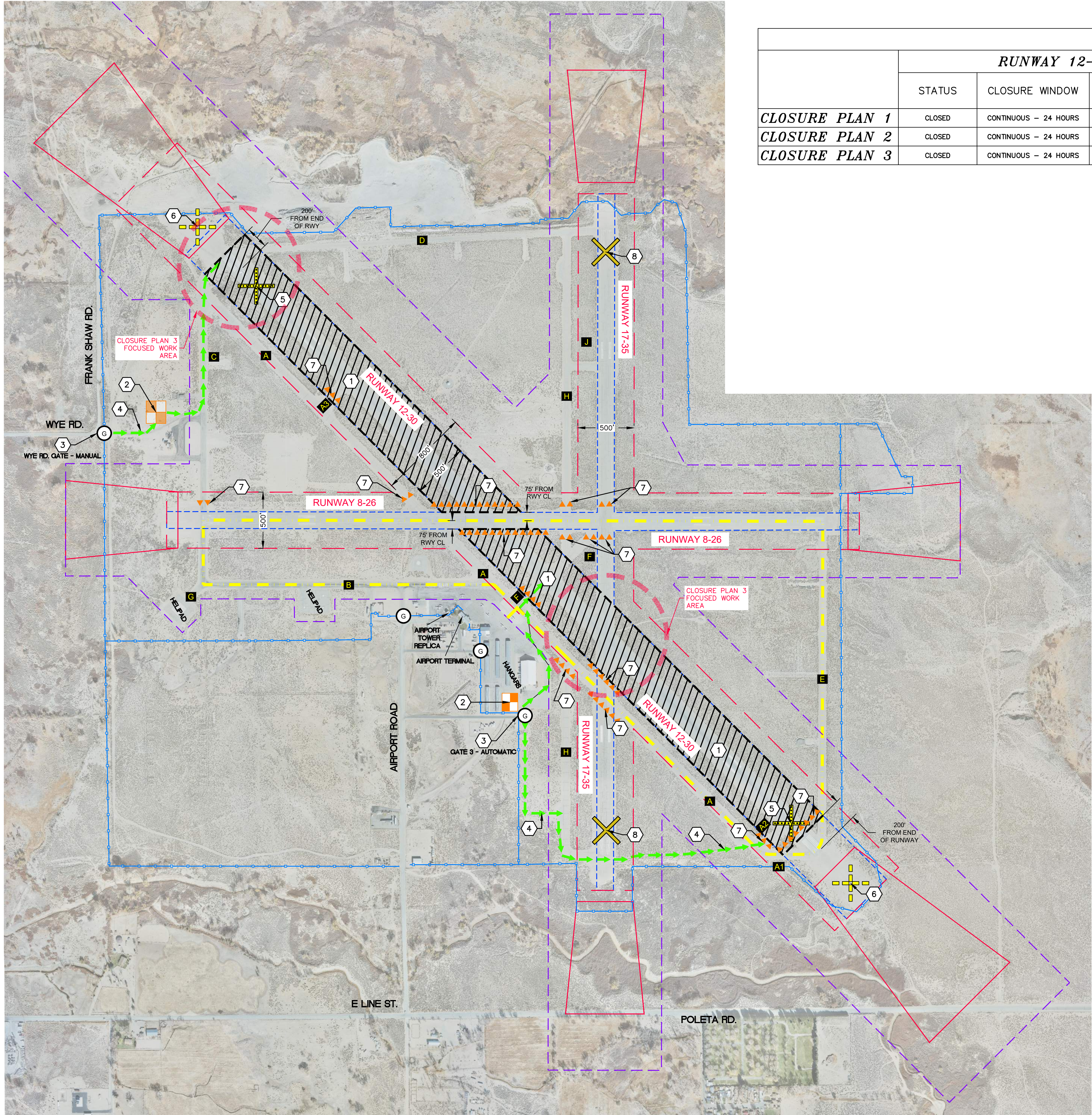

BISHOP AIRPORT
A County of Inyo Aviation Facility

RUNWAY 12-30 SURFACE TREATMENT



DESIGN JTH
DRAWN NJG
CHECKED JAS
DWG. NO. 24-31
DATE 05/13/2024
SHEET 04 of 12

PLT DATE: 5/29/2024



RUNWAY CLOSURE PLAN OVERVIEW									
	RUNWAY 12-30			RUNWAY 8-26			RUNWAY 17-35		
	STATUS	CLOSURE WINDOW	MAXIMUM ALLOWABLE CLOSURES	STATUS	CLOSURE WINDOW	MAXIMUM ALLOWABLE CLOSURES	STATUS	CLOSURE WINDOW	MAXIMUM ALLOWABLE CLOSURES
CLOSURE PLAN 1	CLOSED	CONTINUOUS - 24 HOURS	NO RESTRICTIONS	OPEN	N/A	N/A	OPEN	N/A	N/A
CLOSURE PLAN 2	CLOSED	CONTINUOUS - 24 HOURS	NO RESTRICTIONS	CLOSED	DAY SHIFT	10 SHIFTS	OPEN	N/A	N/A
CLOSURE PLAN 3	CLOSED	CONTINUOUS - 24 HOURS	NO RESTRICTIONS	OPEN	N/A	N/A	CLOSED	NIGHT SHIFT	10 SHIFTS

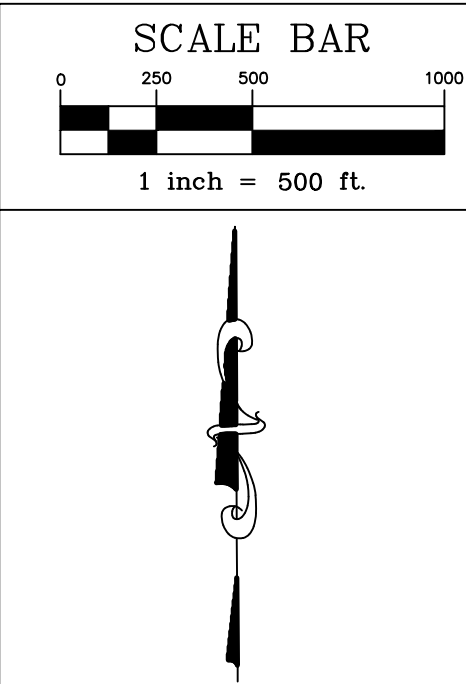
WITH ADVANCE NOTICE TO THE AIRPORT, THE CONTRACTOR IS TO IMPLEMENT CLOSURE PLAN 1, 2, OR 3 AT HIS DISCRETION, WITHIN THE CONSTRAINED NUMBER OF SHIFTS ALLOCATED FOR EACH CLOSURE PLAN, AS NECESSARY TO COMPLETE THE WORK.

REFERENCE NOTES (SHEETS 3-5):


- 1 AREA OF WORK
- 2 CONTRACTOR YARD, MATERIAL AND EQUIPMENT STORAGE
- 3 CONTRACTOR POINT OF ACCESS TO AIRPORT
- 4 CONTRACTOR PATH OF TRAVEL
- 5 LIGHTED CLOSURE CROSSES
- 6 LIGHTED CLOSURE CROSSES - ALTERNATE LOCATION
- 7 TAXIWAY CLOSURE DELINEATION, IN ACCORDANCE WITH DETAIL B OR C, SHEET 2.
- 8 NON-LIGHTED CLOSURE CROSSES

LEGEND (SHEETS 3-5):

- FENCE LINE
- RUNWAY SAFETY AREA
- RUNWAY OBJECT FREE AREA
- BUILDING RESTRICTION LINE
- RUNWAY PROTECTION ZONE
- WORK AREA
- CONTRACTOR YARD
- CONTRACTOR PATH OF TRAVEL
- AIRPORT ENTRANCE GATE
- LIGHTED CLOSURE CROSS
- LIGHTED CLOSURE CROSS-SECONDARY LOCATION
- NON-LIGHTED CLOSURE CROSS
- TAXIWAY DESIGNATION
- PAVEMENT CLOSED DELINEATION
- AIRCRAFT PATH OF TRAVEL



UNDERGROUND SERVICE ALERT

 DIAL 811

TWO WORKING DAYS
BEFORE YOU DIG

CLOSURE PLAN 3

RUNWAY 12-30 & RUNWAY 17-35 CLOSED

REV.	DESCRIPTION	DATE	APP.
1			
2			
3			
4			
5			


BISHOP AIRPORT
A County of Inyo Aviation Facility

RUNWAY 12-30 SURFACE TREATMENT



DESIGN JTH
DRAWN NJG
CHECKED JAS
DWG. NO. 24-31
DATE 05/13/2024
SHEET 05 of 12

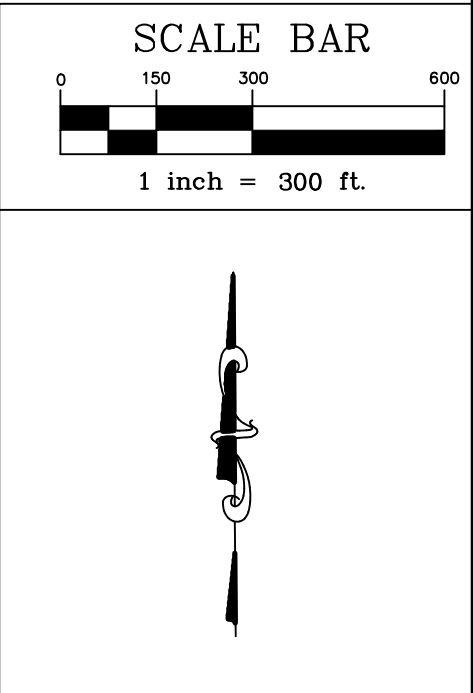
PLT DATE 5/29/2024




POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2384230.14	6746537.26	4111.30	PACS
2	2380863.43	6749051.35	4100.03	PK-WASHER LS
3	2385927.69	6743689.69	4118.75	SACS
4	2385511.51	6743940.89	4118.25	X AT LITE
5	2384738.61	6744611.91	4117.75	X AT LITE
6	2383932.59	6745513.65	4114.95	X AT LITE
7	2383108.64	6746370.82	4109.10	X AT SIGN F
8	2382277.39	6747229.09	4108.05	X AT SE CONC PAD
9	2381400.41	6748035.96	4101.05	X AT LITE
10	2380967.44	6748479.28	4098.64	X AT LITE
11	2381031.26	6748521.97	4098.60	SACS BRASS DISK

BENCHMARK:
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NAD 83 CALIFORNIA COORDINATE SYSTEM, ZONE IV AS PUBLISHED BY THE NGS FOR THE AIRPORT PACS AND SACS POINTS. THE LOCAL BASIS OF BEARINGS FOR THIS PROJECT IS THE LINE BETWEEN POINTS 4 AND 10, SHOWN HEREON. THE BEARING BEING: N 44°57'51" W.

BASIS OF BEARINGS:
THE VERTICAL DATUM FOR THIS PROJECT IS NAVD88 AS PUBLISHED BY NGS FOR THE AIRPORT PACS POINT, SHOWN HEREON AS POINT NUMBER 1. THE ELEVATION BEING: 4111.30'.



UNDERGROUND SERVICE ALERT

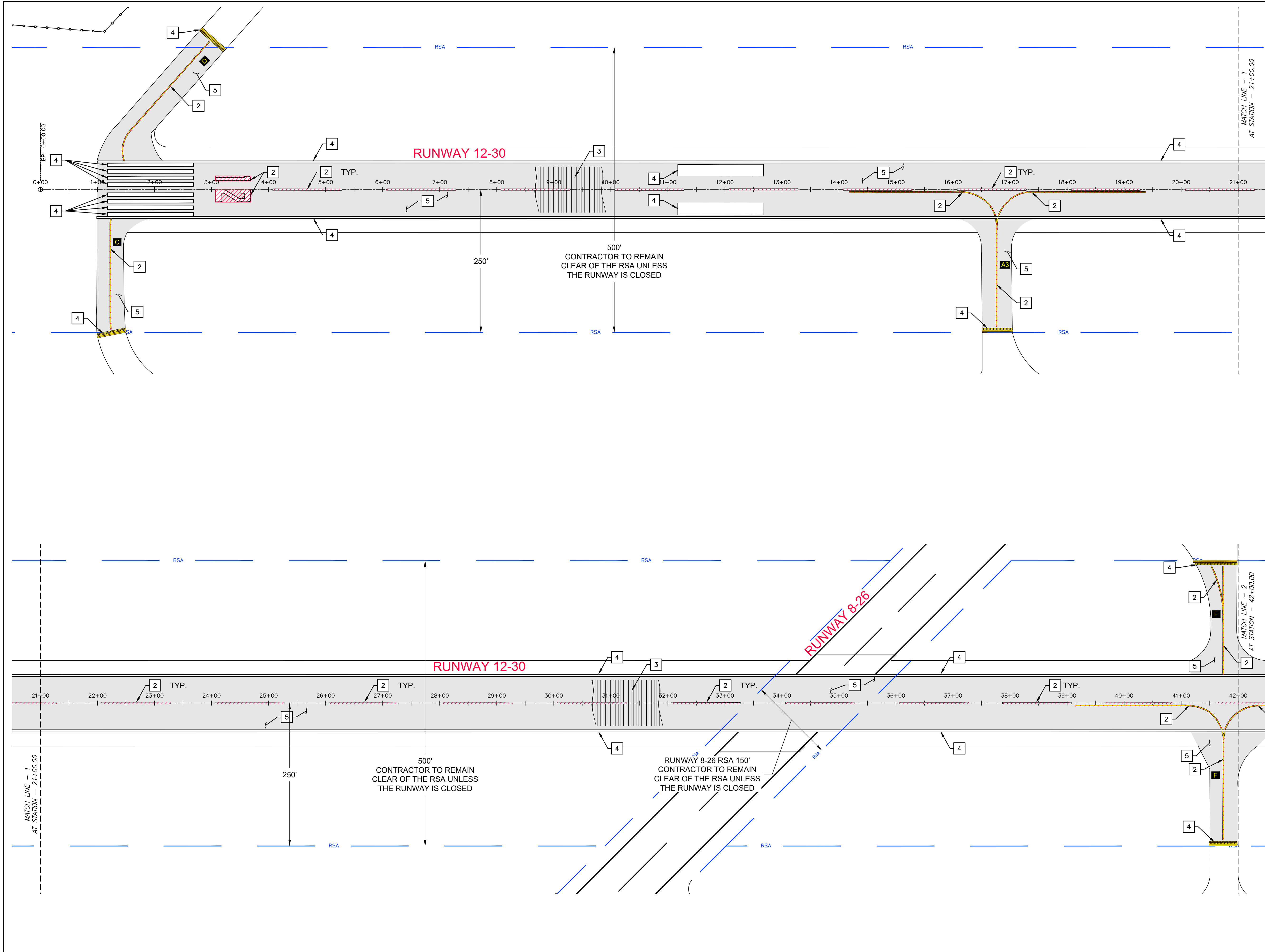
 DIAL 811
TWO WORKING DAYS
BEFORE YOU DIG

CONTROL PLAN

BENCHMARK & BASIS OF BEARINGS

REV.	DESCRIPTION	DATE	APP.	 TARTAGLIA ENGINEERING BISHOP AIRPORT <small>A County of Inyo Aviation Facility</small>		DESIGN JTH
						DRAWN NJG
						CHECKED JAS
						DWG.NO. 24-31
						DATE 05/13/2024
				RUNWAY 12-30 SURFACE TREATMENT		SHEET 06 of 12

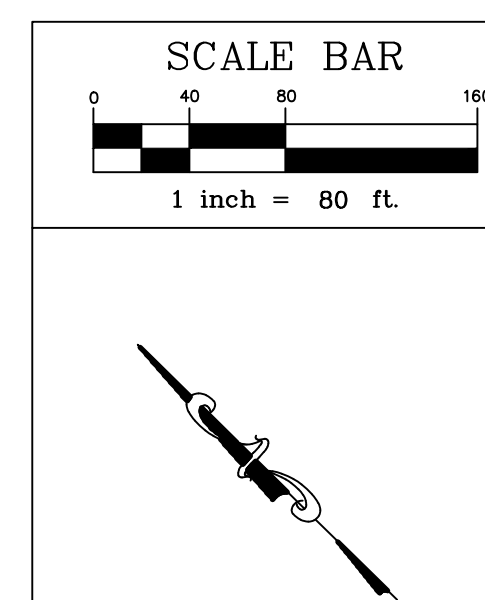
PLT DATE: 5/29/2024



- # **IMPROVEMENT NOTES**
(SHEET 07-08):
- ROUTE, CLEAN, AND FILL CRACKS THROUGHOUT THE ENTIRE LENGTH OF RUNWAY 12-30 IN ACCORDANCE WITH DETAIL A, SHEET 11. (NOT SHOWN ON PLANS).
 - OBLITERATE PAVEMENT MARKING TO 50%.
 - PERFORM PAVEMENT GROOVING THROUGHOUT THE ENTIRE LENGTH OF RUNWAY 12-30 IN ACCORDANCE WITH DETAIL B, SHEET 11.
 - EXISTING PAVEMENT MARKING. SHIELD IN PLACE FROM ASPHALT EMULSION SEAL COAT.
 - APPLY ASPHALT EMULSION SEAL COAT TO RUNWAY 12-30 SURFACE AND EACH CONNECTING TAXIWAY UP TO THE HOLD POSITION MARKINGS.

- CONSTRUCTION SEQUENCING NOTES:**
- CRACK REPAIR AND PAVEMENT MARKING REMOVAL EFFORT SHALL OCCUR BEFORE GROOVING OPERATIONS.
 - P-608 APPLICATION TO OCCUR AFTER ASPHALT HAS BEEN GROOVED.
 - CONTRACTOR TO WAIT A MINIMUM OF 48 HOURS AFTER P-608 APPLICATION TO APPLY FIRST COAT OF PAVEMENT MARKINGS.
 - A CONTRACT TIME SUSPENSION WILL BE ISSUED AFTER COMPLETION OF THE FIRST COAT OF PAVEMENT MARKINGS.
 - SECOND COAT OF PAVEMENT MARKINGS TO BE APPLIED A MINIMUM OF 30 CALENDAR DAYS AFTER THE P-608 APPLICATION.

- LEGEND:**
- RSA RUNWAY SAFETY AREA
 - AREA OF RUNWAY GROOVING
 - PROPOSED ASPHALT EMULSION SEAL COAT
 - TAXIWAY DESIGNATION
 - PAVEMENT MARKING REMOVAL



UNDERGROUND SERVICE ALERT
811
DIAL 811
TWO WORKING DAYS
BEFORE YOU DIG

IMPROVEMENT PLAN

RUNWAY 12-30 STA: 0+00 TO STA. 42+00

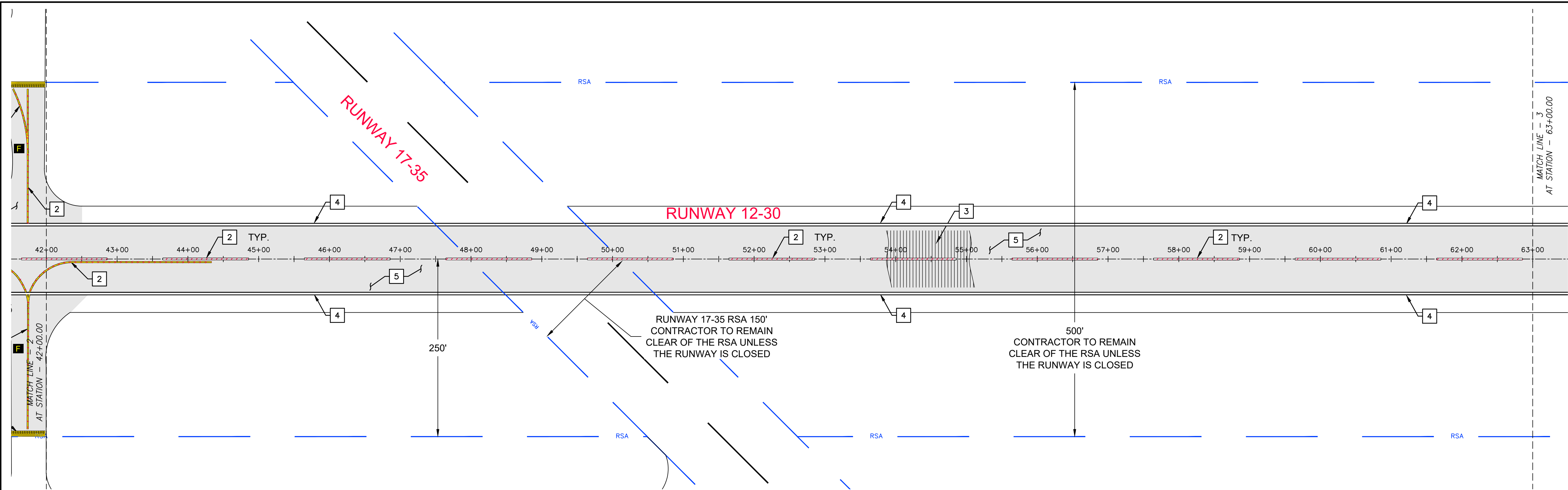
REV.	DESCRIPTION	DATE	APP.
1			
2			
3			
4			
5			

TARTAGLIA ENGINEERING
BISHOP AIRPORT
A County of Inyo Aviation Facility
RUNWAY 12-30 SURFACE TREATMENT

REGISTERED PROFESSIONAL ENGINEER
JACOB A. SMITH
No. 46852
EXP. 6-30-25
CIVIL
STATE OF CALIFORNIA

DESIGN JTH
DRAWN NJG
CHECKED JAS
DWG. NO. 24-31
DATE 05/13/2024
SHEET 07 of 12

PLT DATE: 5/20/2024



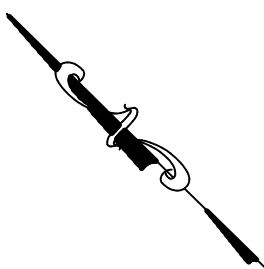
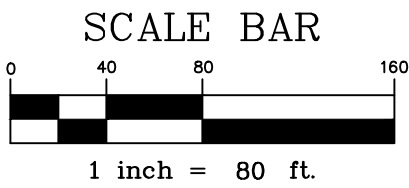
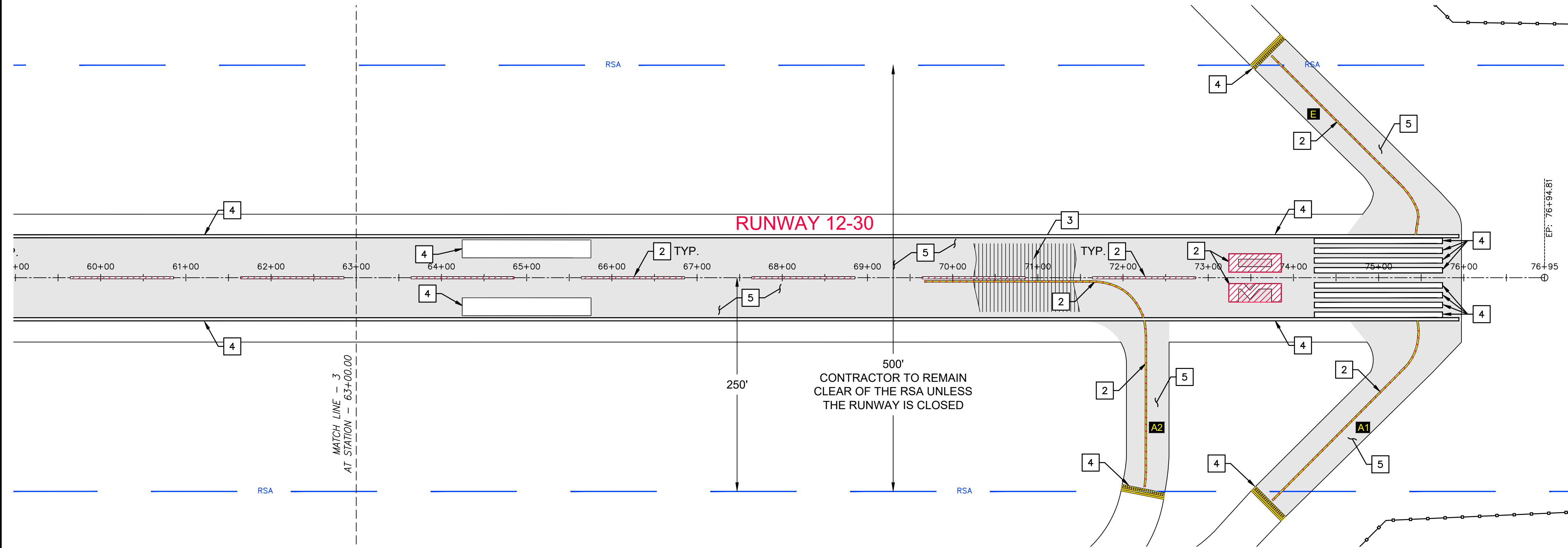
- # **IMPROVEMENT NOTES**
(SHEET 07-08):
1. ROUTE, CLEAN, AND FILL CRACKS THROUGHOUT THE ENTIRE LENGTH OF RUNWAY 12-30 IN ACCORDANCE WITH DETAIL A, SHEET 11. (NOT SHOWN ON PLANS).
 2. OBLITERATE PAVEMENT MARKING TO 50%.
 3. PERFORM PAVEMENT GROOVING THROUGHOUT THE ENTIRE LENGTH OF RUNWAY 12-30 IN ACCORDANCE WITH DETAIL B, SHEET 11.
 4. EXISTING PAVEMENT MARKING. SHIELD IN PLACE FROM ASPHALT EMULSION SEAL COAT.
 5. APPLY ASPHALT EMULSION SEAL COAT TO RUNWAY 12-30 SURFACE AND EACH CONNECTING TAXIWAY UP TO THE HOLD POSITION MARKINGS.

CONSTRUCTION SEQUENCING NOTES:

1. CRACK REPAIR AND PAVEMENT MARKING REMOVAL EFFORT SHALL OCCUR BEFORE GROOVING OPERATIONS.
2. P-608 APPLICATION TO OCCUR AFTER ASPHALT HAS BEEN GROOVED.
3. CONTRACTOR TO WAIT A MINIMUM OF 48 HOURS AFTER P-608 APPLICATION TO APPLY FIRST COAT OF PAVEMENT MARKINGS.
5. A CONTRACT TIME SUSPENSION WILL BE ISSUED AFTER COMPLETION OF THE FIRST COAT OF PAVEMENT MARKINGS.
6. SECOND COAT OF PAVEMENT MARKINGS TO BE APPLIED A MINIMUM OF 30 CALENDAR DAYS AFTER THE P-608 APPLICATION.

LEGEND:

- RSA RUNWAY SAFETY AREA
- AREA OF RUNWAY GROOVING
- PROPOSED ASPHALT EMULSION SEAL COAT
- TAXIWAY DESIGNATION
- PAVEMENT MARKING REMOVAL



UNDERGROUND SERVICE ALERT

811

DIAL 811

TWO WORKING DAYS
BEFORE YOU DIG

IMPROVEMENT PLAN

RUNWAY 12-30 STA: 42+00 TO STA. 76+94.81

REV.	DESCRIPTION	DATE	APP.
1			
2			
3			
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TARTAGLIA ENGINEERING

BISHOP AIRPORT

A County of Inyo Aviation Facility

RUNWAY 12-30 SURFACE TREATMENT

REGISTERED PROFESSIONAL ENGINEER

JACOB A. SMITH

No. 46852

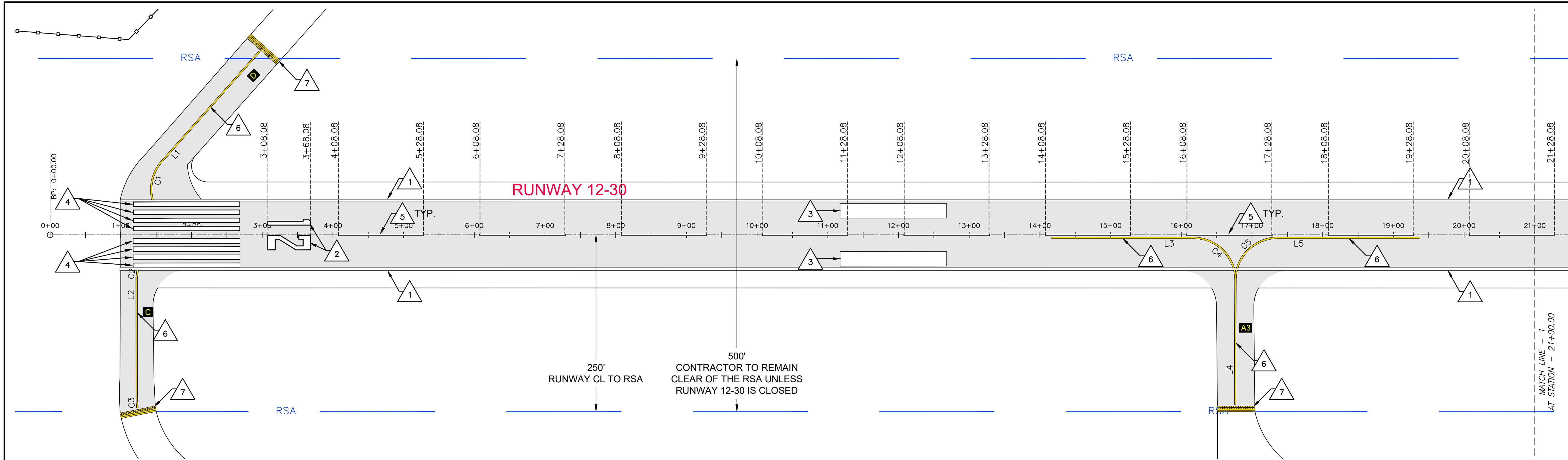
EXP. 6-30-25

CIVIL

STATE OF CALIFORNIA

DESIGN JTH
DRAWN NJG
CHECKED JAS
DWG.NO. 24-31
DATE 05/13/2024
SHEET 08 of 12

PLT DATE 5/29/2024



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	207.48	S86° 43' 40"W
L2	163.89	N45° 04' 36"E
L3	200.00	N44° 53' 18"W
L4	175.97	N45° 16' 30"E
L5	200.00	S44° 53' 18"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L6	200.00	N44° 53' 18"W
L7	175.43	S45° 22' 27"W
L8	200.00	S44° 53' 18"E
L9	200.00	S44° 53' 18"E
L10	175.69	S45° 14' 35"W

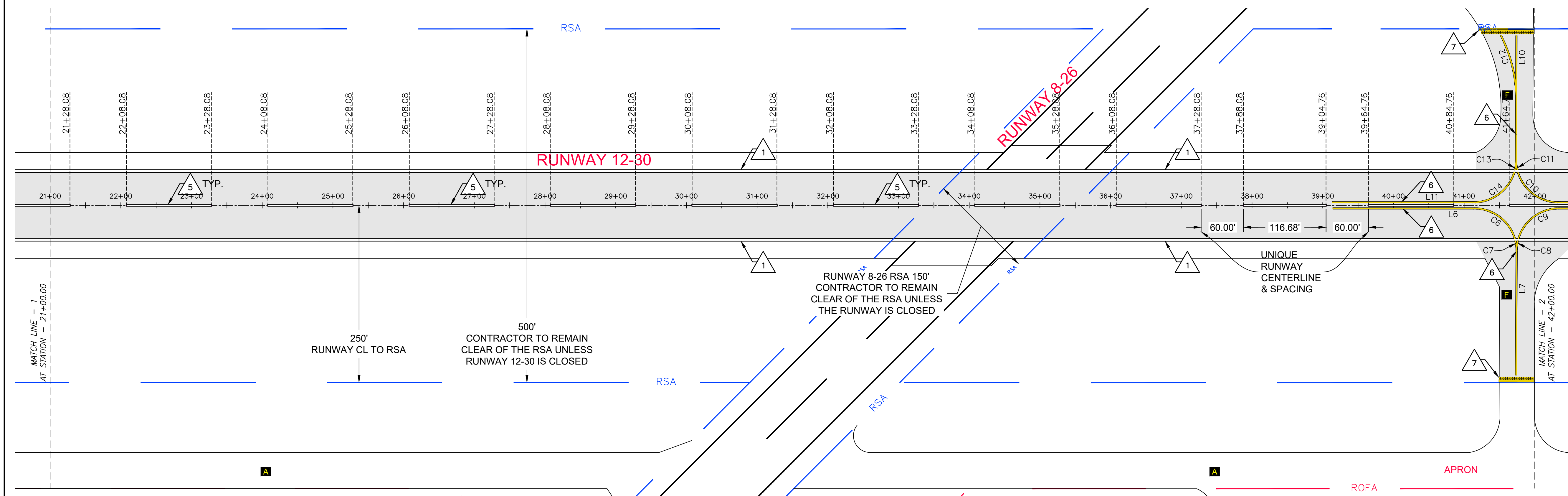
LINE TABLE		
LINE #	LENGTH	DIRECTION
L11	200.00	N44° 53' 18"W
L12	200.00	N44° 53' 18"W
L13	163.43	S45° 12' 02"W
L14	218.34	S89° 56' 22"E
L15	217.25	S0° 06' 36"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	57.94	60.00	55.33	S59° 03' 49"W	55.71
C2	14.24	60.00	13.60	N51° 52' 39"E	14.21
C3	16.56	150.00	6.32	N41° 36' 00"E	16.55
C4	76.96	60.00	73.49	N8° 08' 37"W	71.79
C5	76.96	60.00	73.49	S81° 37' 59"E	71.79
C6	77.00	60.00	73.53	N8° 07' 30"W	71.82
C7	14.42	60.00	13.77	S38° 29' 22"W	14.39

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C8	13.87	60.00	13.24	S51° 59' 48"W	13.84
C9	77.00	60.00	73.53	S81° 39' 06"E	71.82
C10	76.83	60.00	73.37	S8° 12' 13"E	71.69
C11	14.44	60.00	13.79	S38° 20' 46"W	14.41
C12	93.55	200.00	26.80	N31° 42' 43"E	92.70
C13	14.17	60.00	13.53	N52° 00' 31"E	14.14
C14	76.83	60.00	73.37	N81° 34' 22"W	71.69

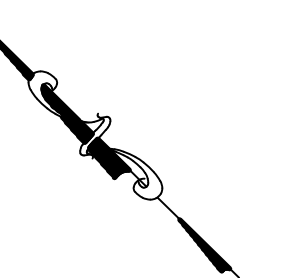
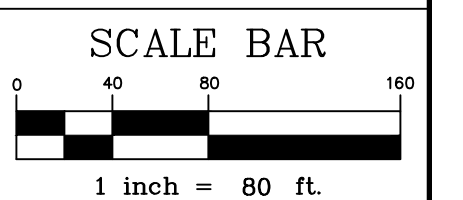
PAVEMENT MARKING NOTES (SHEETS 09-10):

1. APPLY TWO (2) COAT RUNWAY EDGE MARKING, 36-INCH WIDE WHITE WITH 6-INCH BLACK BORDER, IN ACCORDANCE WITH DETAILS A AND B, SHEET 12.
2. APPLY TWO (2) COAT RUNWAY DESIGNATOR MARKING (NUMBER) WITH BLACK BORDER OVER EXISTING IN ACCORDANCE WITH DETAIL E AND DETAIL F OR G, SHEET 12.
3. APPLY TWO (2) COAT RUNWAY AIMING POINT MARKING, WHITE WITH BLACK BORDER, OVER EXISTING IN ACCORDANCE WITH DETAIL D, SHEET 12.
4. APPLY TWO (2) COAT RUNWAY THRESHOLD MARKINGS (PIANO KEYS) OVER EXISTING IN ACCORDANCE WITH DETAIL F OR G, SHEET 12.
5. APPLY TWO (2) COAT RUNWAY CENTERLINE MARKING IN ACCORDANCE WITH DETAILS A AND B, SHEET 12.
6. APPLY TWO COAT TAXIWAY CENTERLINE AND LEAD IN LINE MARKINGS WITH BLACK BORDER IN ACCORDANCE WITH DETAILS C, H, AND I, SHEET 12.
7. APPLY TWO (2) COAT RUNWAY HOLD POSITION MARKING OVER EXISTING IN ACCORDANCE WITH DETAIL J, SHEET 12.



GENERAL PAVEMENT MARKING NOTES (SHEETS 09-10):

1. SURFACE TO BE DRY AND CLEAR OF ALL VEGETATION, ROCK, LOOSE FINES, ETC., BEFORE APPLYING MARKINGS.
2. ONE HUNDRED PERCENT OF MATERIAL REMOVED FROM THE SURFACE (PAINT, FOD, SILT, RUBBER, ETC.), INCLUDING MEDIA USED IN THE REMOVAL MUST BE ACCUMULATED, CONTAINED, AND PROPERLY DISPOSED OF OFF AIRPORT PROPERTY.
3. BLACK BORDERS REQUIRED ON ALL RUNWAY MARKINGS.
4. ALL MARKINGS ARE TWO (2) COAT. NO BEADS IN FIRST COAT.



UNDERGROUND SERVICE ALERT
811
DIAL 811
TWO WORKING DAYS
BEFORE YOU DIG

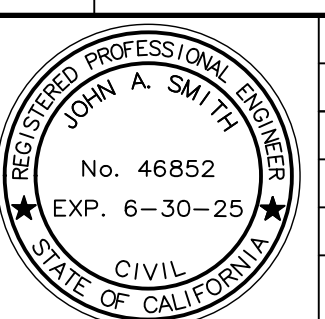
MARKING PLAN

RUNWAY 12-30 STA: 0+00 TO STA. 42+00

REV.	DESCRIPTION	DATE	APP.
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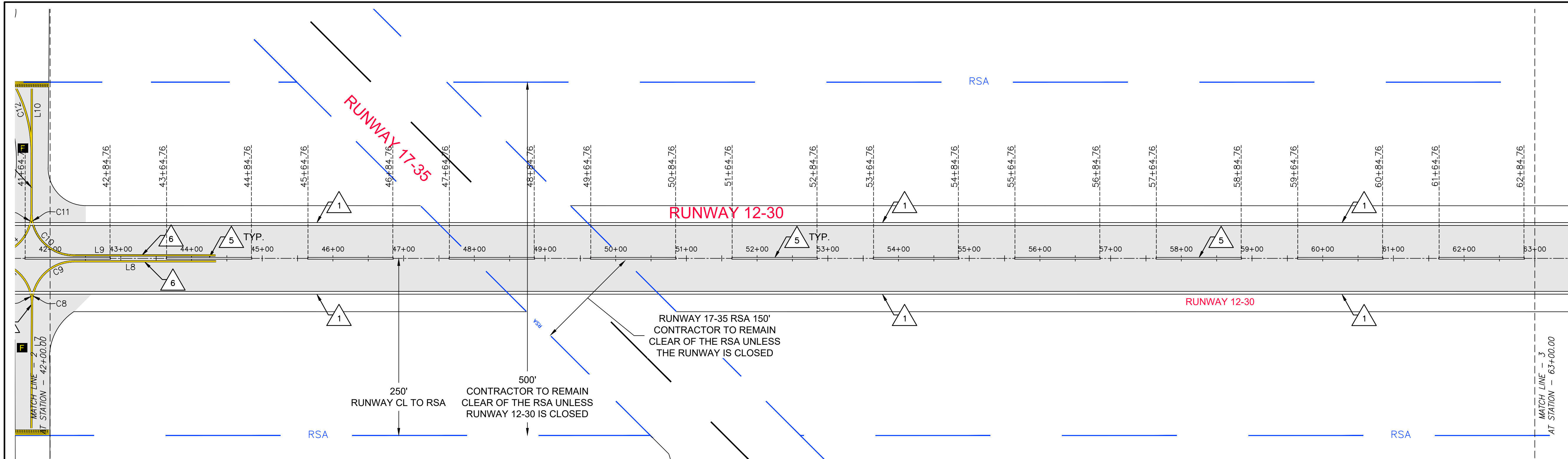
TARTAGLIA
ENGINEERING
BISHOP AIRPORT
A County of Inyo Aviation Facility

RUNWAY 12-30 SURFACE TREATMENT



DESIGN JTH
DRAWN NJG
CHECKED JAS
DWG. NO. 24-31
DATE 06/18/2024
SHEET 09 of 12

PLT DATE 6/26/2024



LINE TABLE		
LINE #	LENGTH	DIRECTION
L6	200.00	N44° 53' 18"W
L7	175.43	S45° 22' 27"W
L8	200.00	S44° 53' 18"E
L9	200.00	S44° 53' 18"E
L10	175.69	S45° 14' 35"W

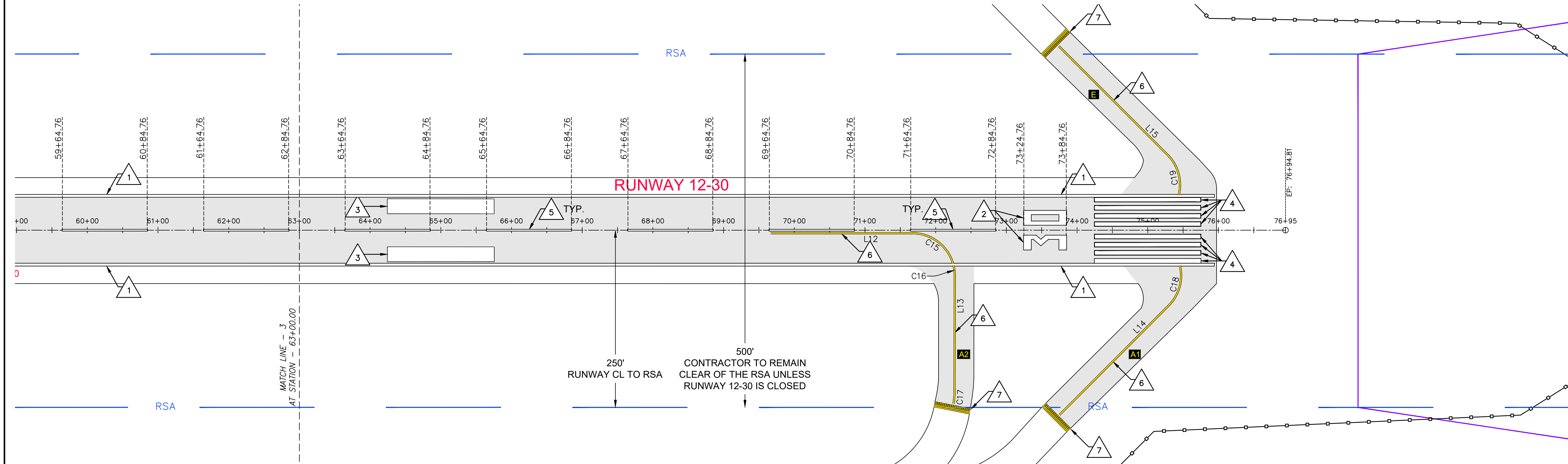
LINE TABLE		
LINE #	LENGTH	DIRECTION
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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
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C9	77.00	60.00	73.53	S81° 39' 06"E	71.82
C10	76.83	60.00	73.37	S8° 12' 13"E	71.69
C11	14.44	60.00	13.79	S38° 20' 46"W	14.41
C12	93.55	200.00	26.80	N31° 42' 43"E	92.70
C13	14.17	60.00	13.53	N52° 00' 31"E	14.14
C14	76.83	60.00	73.37	N81° 34' 22"W	71.69

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C15	77.04	60.00	73.57	N8° 06' 08"W	71.86
C16	14.19	60.00	13.55	S38° 25' 30"W	14.16
C17	17.57	150.00	6.71	S49° 40' 21"W	17.56
C18	61.16	60.00	58.41	N60° 51' 26"E	58.55
C19	61.39	60.00	58.62	S29° 25' 17"W	58.75

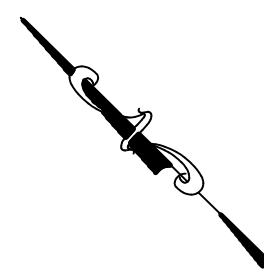
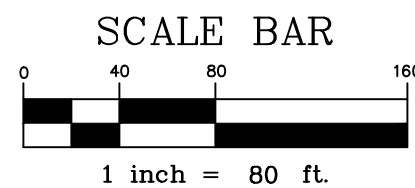
PAVEMENT MARKING NOTES
(SHEETS 09-10):

1. APPLY TWO (2) COAT RUNWAY EDGE MARKING, 36-INCH WIDE WHITE WITH 6-INCH BLACK BORDER, IN ACCORDANCE WITH DETAILS A AND B, SHEET 12.
2. APPLY TWO (2) COAT RUNWAY DESIGNATOR MARKING (NUMBER) WITH BLACK BORDER OVER EXISTING IN ACCORDANCE WITH DETAIL E AND DETAIL F OR G, SHEET 12.
3. APPLY TWO (2) COAT RUNWAY AIMING POINT MARKING, WHITE WITH BLACK BORDER, OVER EXISTING IN ACCORDANCE WITH DETAIL D, SHEET 12.
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6. APPLY TWO COAT TAXIWAY CENTERLINE AND LEAD IN LINE MARKINGS WITH BLACK BORDER IN ACCORDANCE WITH DETAILS C, H, AND I, SHEET 12.
7. APPLY TWO (2) COAT RUNWAY HOLD POSITION MARKING OVER EXISTING IN ACCORDANCE WITH DETAIL J, SHEET 12.



GENERAL PAVEMENT MARKING NOTES
(SHEETS 09-10):

1. SURFACE TO BE DRY AND CLEAR OF ALL VEGETATION, ROCK, LOOSE FINES, ETC., BEFORE APPLYING MARKINGS.
2. ONE HUNDRED PERCENT OF MATERIAL REMOVED FROM THE SURFACE (PAINT, FOD, SILT, RUBBER, ETC.), INCLUDING MEDIA USED IN THE REMOVAL MUST BE ACCUMULATED, CONTAINED, AND PROPERLY DISPOSED OF OFF AIRPORT PROPERTY.
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4. ALL MARKINGS ARE TWO (2) COAT. NO BEADS IN FIRST COAT.



UNDERGROUND SERVICE ALERT
811
DIAL 811
TWO WORKING DAYS
BEFORE YOU DIG

MARKING PLAN

RUNWAY 12-30 STA: 42+00 TO STA. 76+94.81

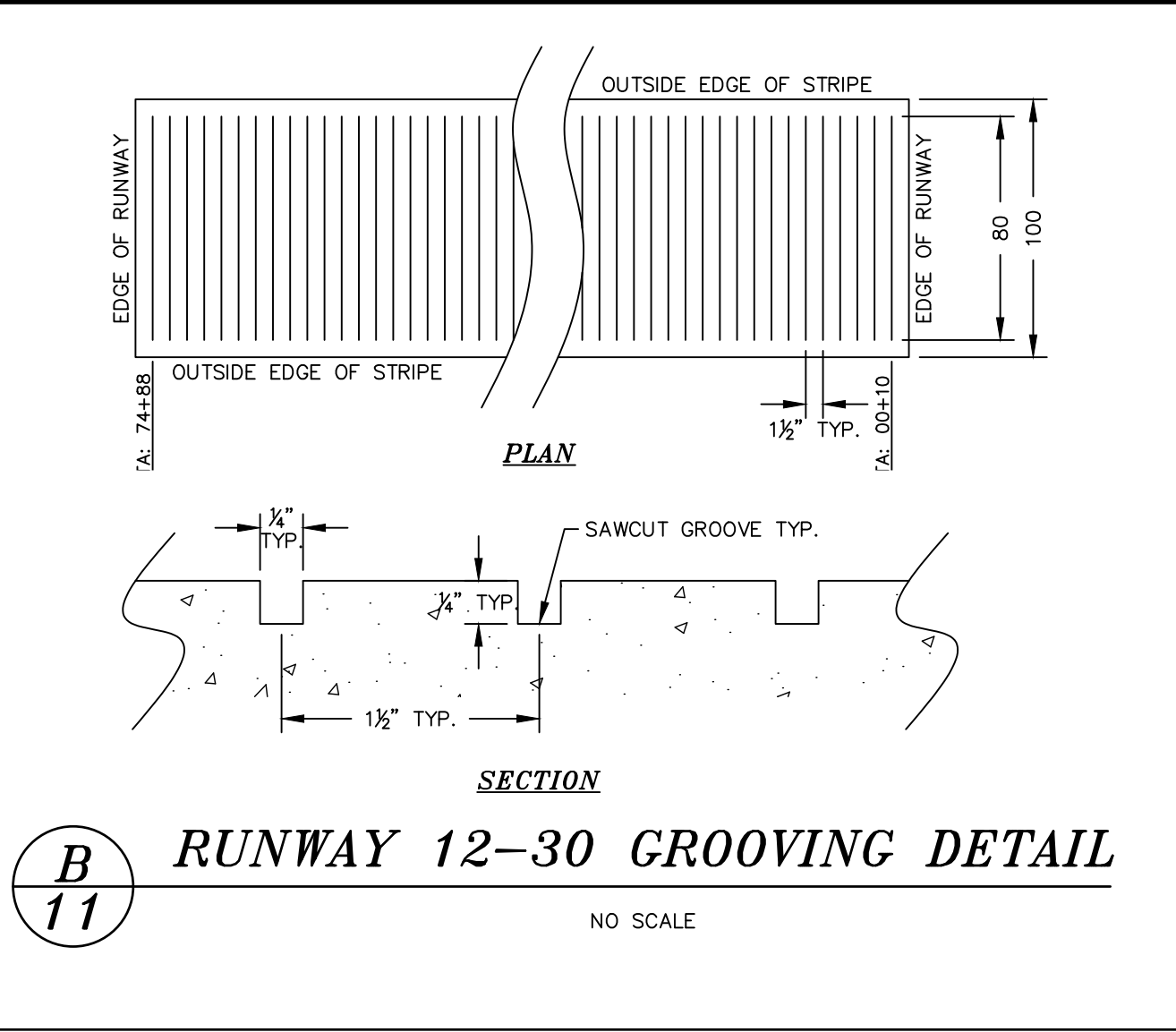
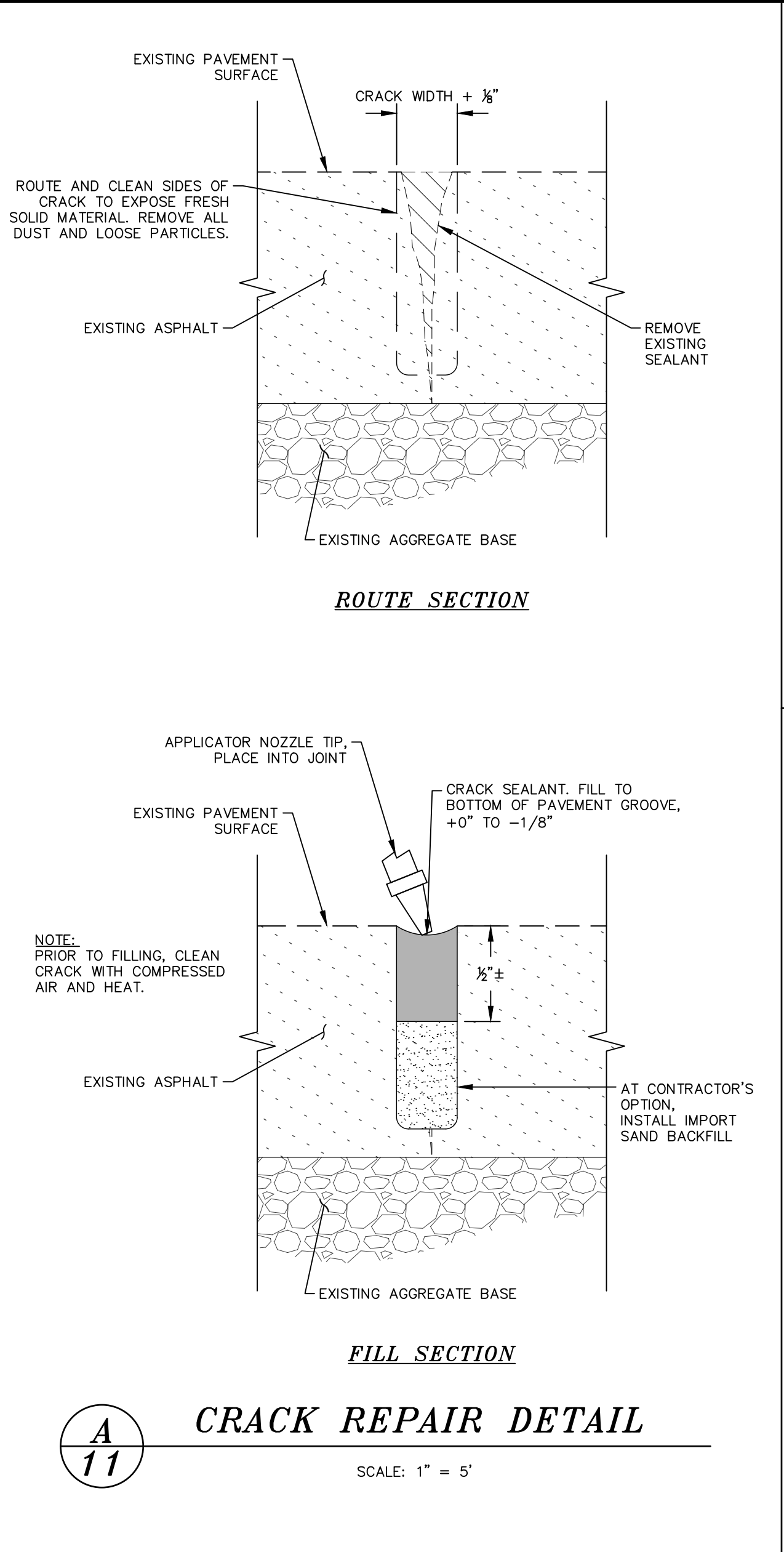
REV.	DESCRIPTION	DATE	APP.
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TARTAGLIA ENGINEERING
BISHOP AIRPORT
A County of Inyo Aviation Facility
RUNWAY 12-30 SURFACE TREATMENT

REGISTERED PROFESSIONAL ENGINEER
JONAH A. SMITH
No. 46852
EXP. 6-30-25
CIVIL
STATE OF CALIFORNIA

DESIGN JTH
DRAWN NJG
CHECKED JAS
DWG. NO. 24-31
DATE 06/18/2024
SHEET 10 of 12

PLT DATE: 6/26/2024



UNDERGROUND SERVICE ALERT

811

DIAL 811

TWO WORKING DAYS BEFORE YOU DIG

DETAILS

SURFACE TREATMENT

REV.	DESCRIPTION	DATE	APP.
1			
2			
3			
4			
5			

TARTAGLIA ENGINEERING

BISHOP AIRPORT

A County of Inyo Aviation Facility

RUNWAY 12-30 SURFACE TREATMENT

REGISTERED PROFESSIONAL ENGINEER

JOHN A. SMITH

No. 46852

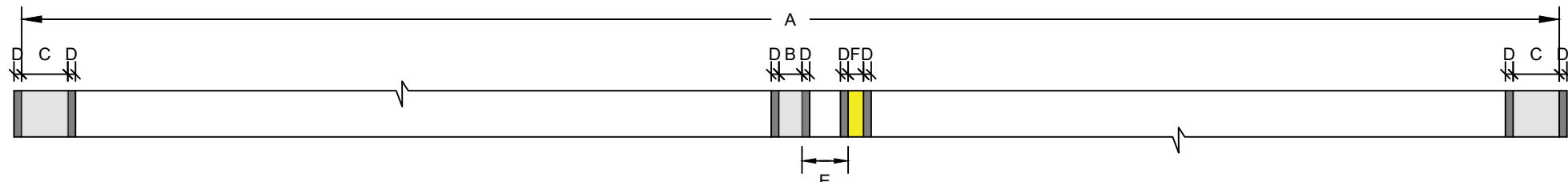
EXP. 6-30-25

CIVIL

STATE OF CALIFORNIA

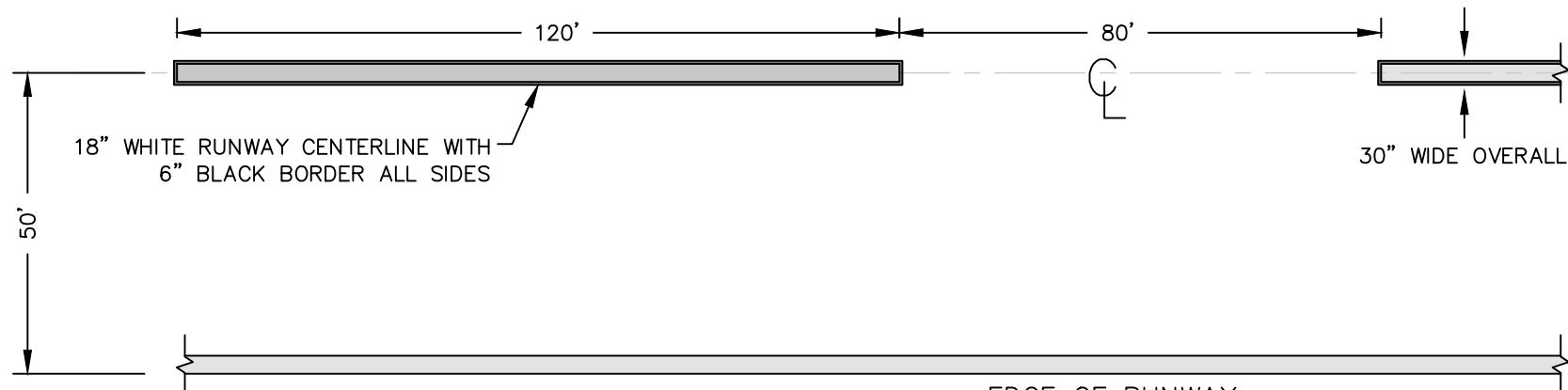
DESIGN JTH
DRAWN NJG
CHECKED JAS
DWG.NO. 24-31
DATE 05/13/2024
SHEET 11 of 12

PLT DATE: 6/6/2024

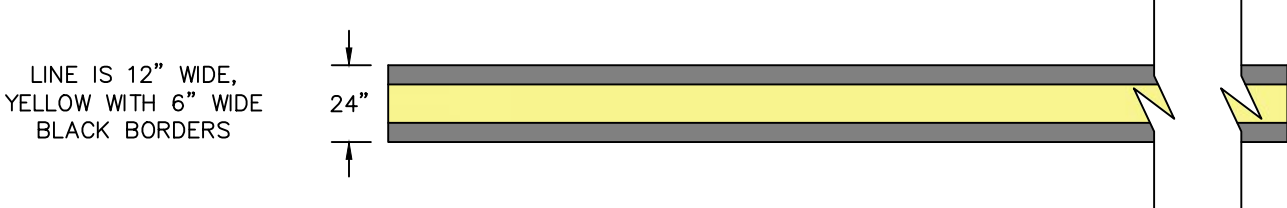


ITEM	DESCRIPTION	COLOR	REFLECTIVE MEDIA	
A	RUNWAY WIDTH			100'-0"
B	CENTERLINE MARKING WIDTH	WHITE	YES	1'-6"
C	EDGE MARKING WIDTH	WHITE	YES	3'-0"
D	BORDER WIDTH	BLACK	NO	0'-6"
E	TAXIWAY LEAD-IN-LINE	YELLOW	YES	1'-0"
F	CENTERLINE TO LEAD-IN-LINE SPACING (NEAR EDGE TO NEAR EDGE)			3'-0"

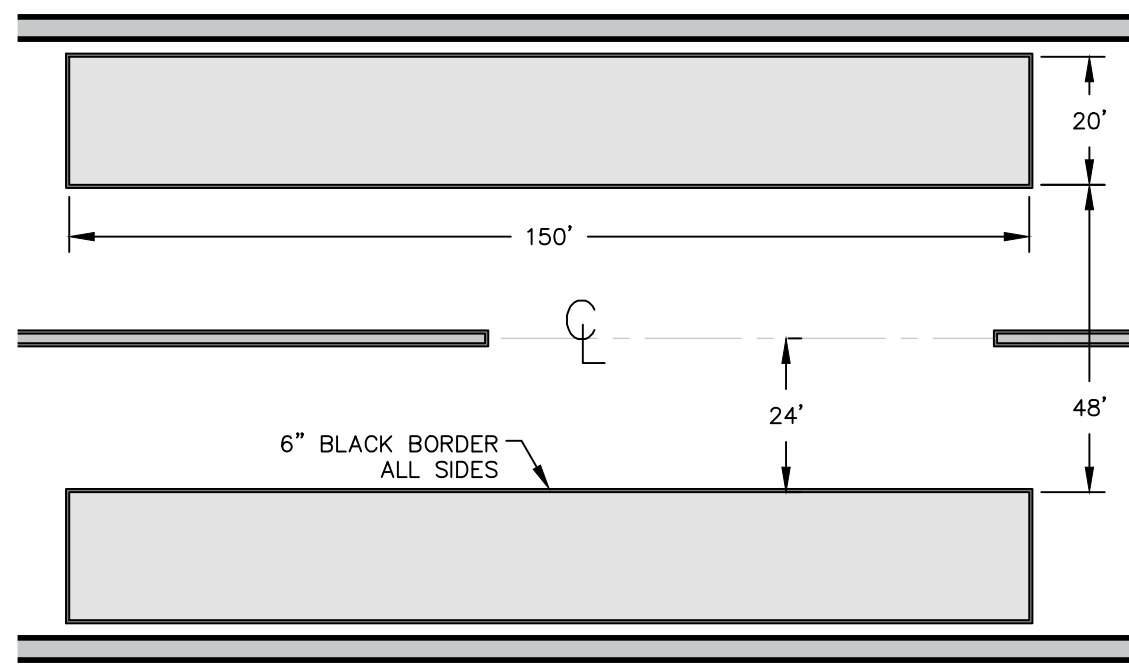
A
12
TYPICAL RUNWAY MARKINGS DETAIL - 100' RUNWAY WIDTH
SCALE: 1" = 10'



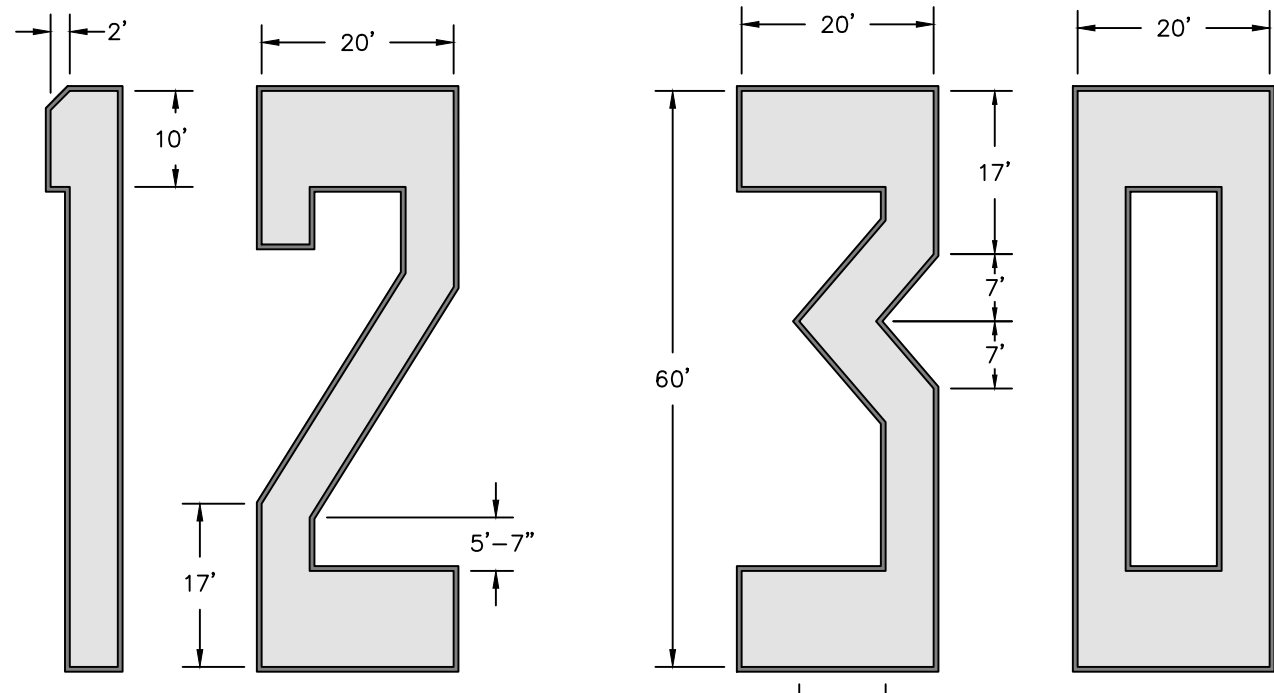
B
12
RUNWAY CENTERLINE & EDGE STRIPE DETAIL
SCALE: 1" = 30'



C
12
TAXIWAY CENTERLINE
SCALE: 1" = 5'

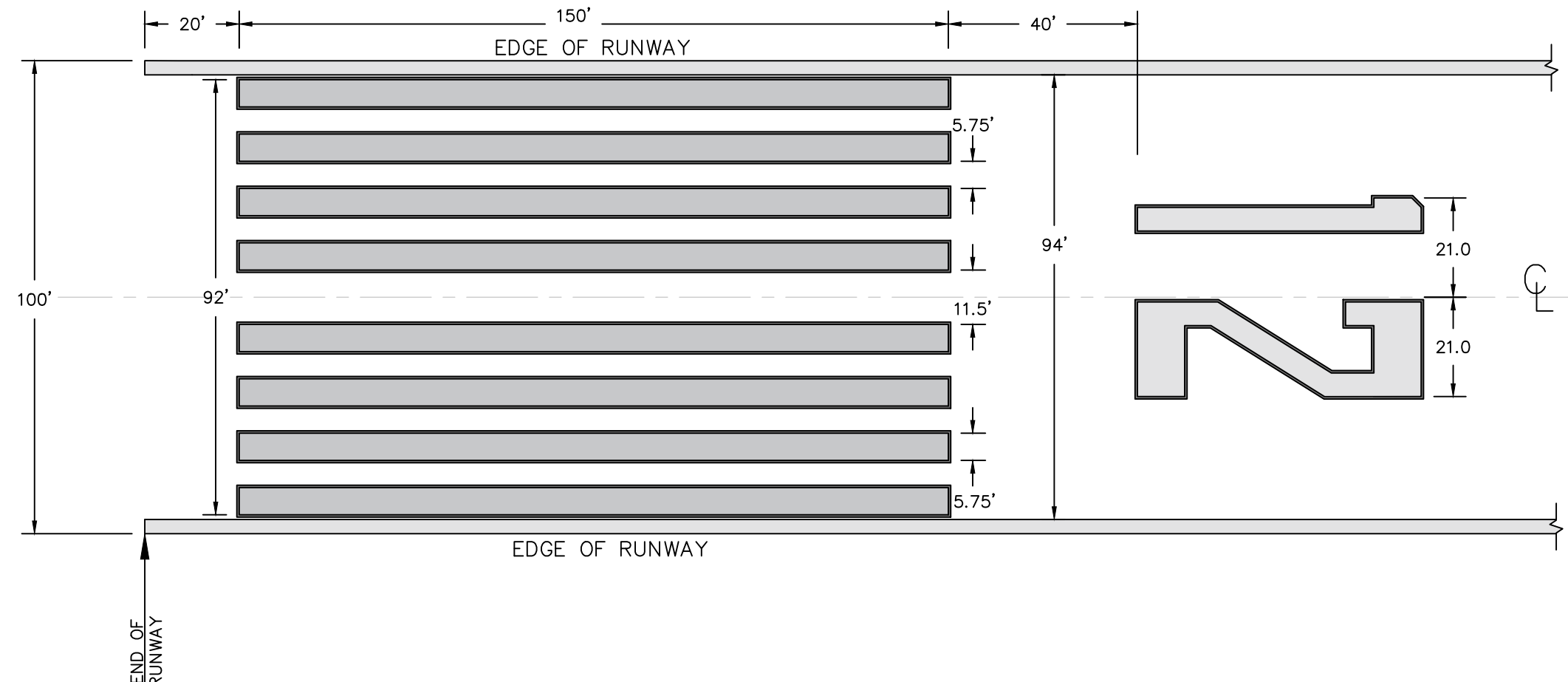


D
12
AIMING POINTS
SCALE: 1" = 30'

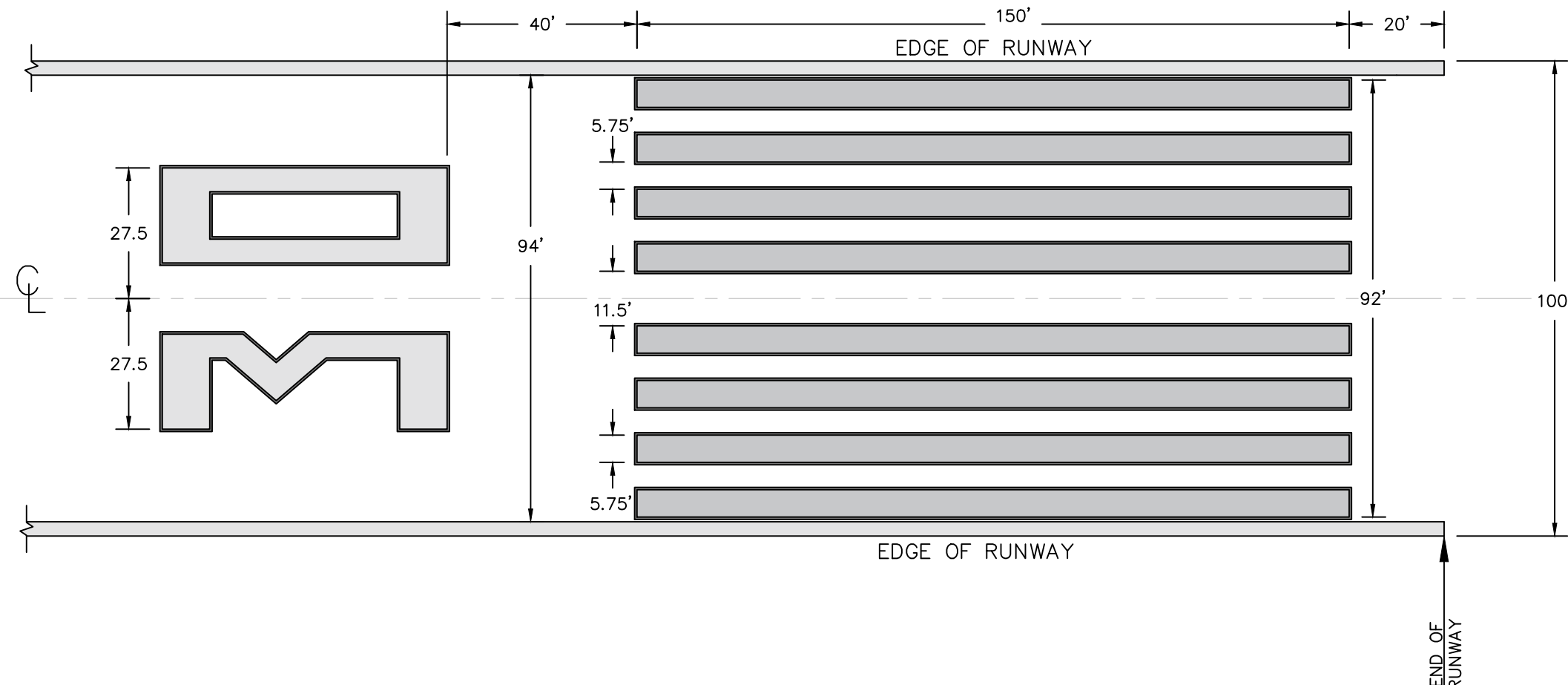


- NOTES:
- DIMENSIONS ARE EXPRESSED IN FEET.
 - ALL CHARACTERS HAVE THESE CHARACTERISTICS (UNLESS OTHERWISE SPECIFIED):
 - 60 HIGH
 - 20 WIDE
 - VERTICAL STROKE OF 5
 - HORIZONTAL STROKE OF 10
 - DIAGONAL STROKE OF 5
 - ALL NUMERALS ARE HORIZONTALLY SPACED 15' APART.
 - SINGLE DESIGNATIONS ARE CENTERED ON THE RUNWAY PAVEMENT CENTERLINE. FOR DOUBLE DESIGNATIONS, THE CENTER OF THE OUTER EDGES OF THE TWO NUMERALS IS CENTERED ON THE RUNWAY PAVEMENT CENTERLINE.
 - ALL CHARACTERS HAVE 6" BLACK BORDERS.

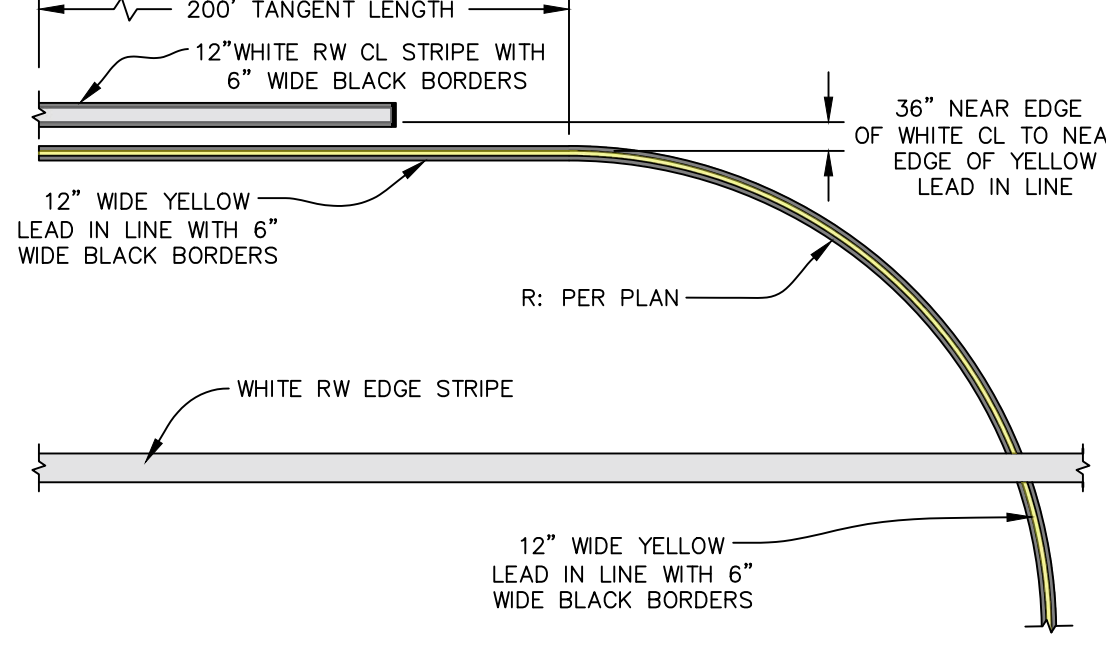
E
12
RUNWAY NUMERALS
SCALE: 1" = 20'



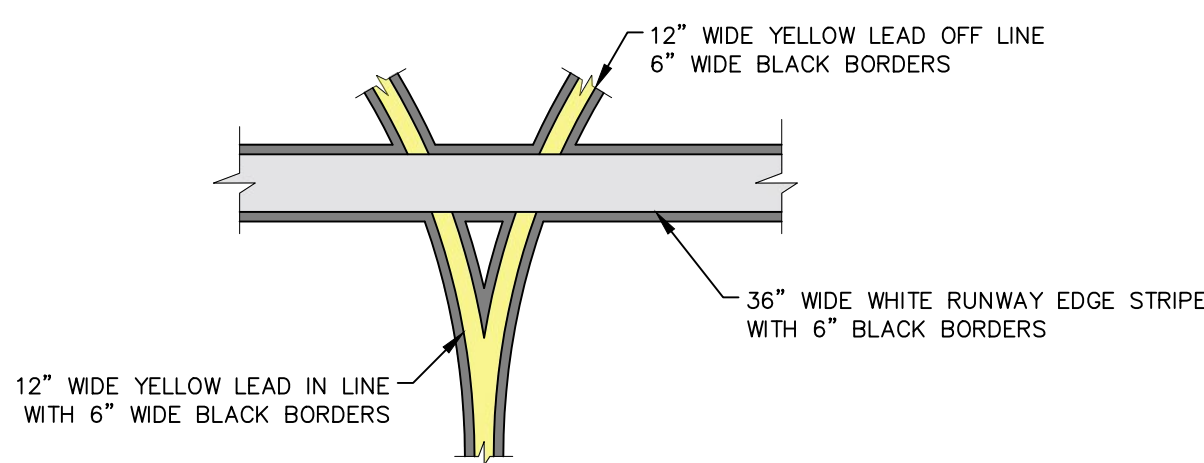
F
12
RUNWAY 12 THRESHOLD MARKINGS
SCALE: 1" = 30'



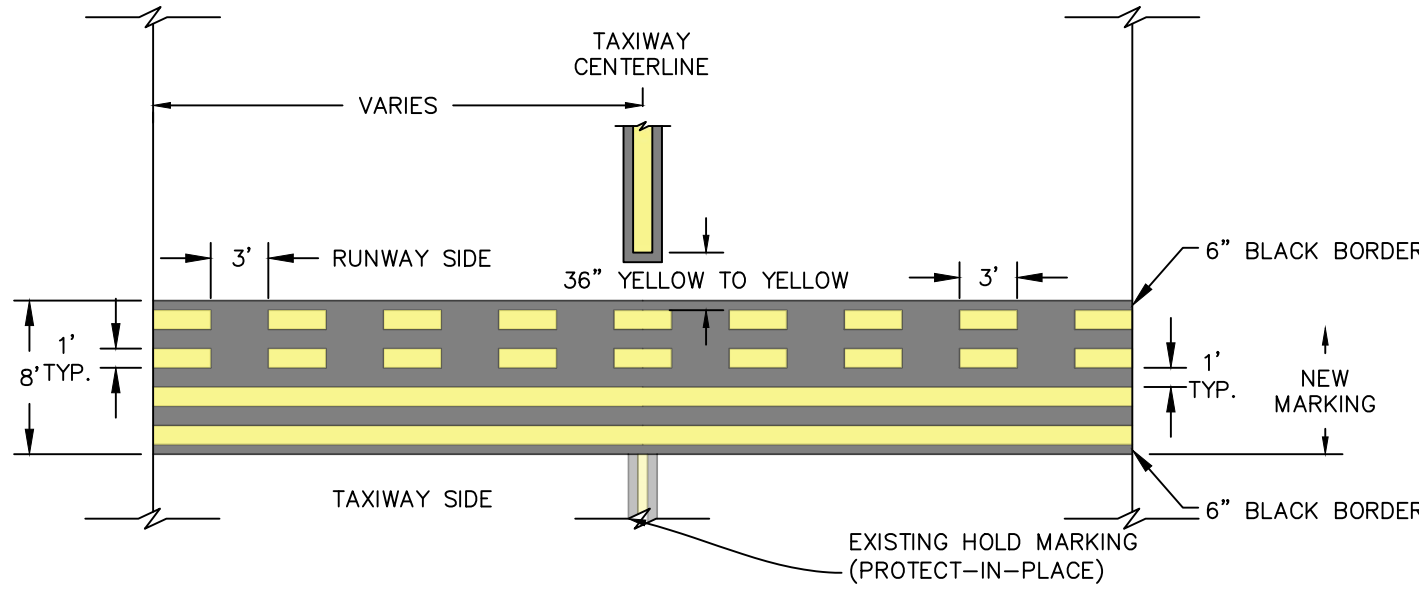
G
12
RUNWAY 30 THRESHOLD MARKINGS
SCALE: 1" = 30'



H
12
TAXIWAY LEAD-OF/OFF LINES
NO SCALE



I
12
STRIPING BREAKS AT RUNWAY INTERSECTION
NO SCALE



J
12
TAXIWAY CENTERLINE AT EXISTING HOLD MARKING
SCALE: 1" = 10'

PERMANENT MARKINGS					
PAINT				GLASS BEADS	
AS DISPLAYED PER DETAIL	TYPE	COLOR	FED. STD. 595 NUMBER	APPLICATION RATE MAXIMUM	APPLICATION RATE MINIMUM
	II	WHITE	37925	115 FT ² /GAL	III 10 LB/GAL
	II	YELLOW	33538 OR 33655	115 FT ² /GAL	III 10 LB/GAL
	II	BLACK	37038	115 FT ² /GAL	N/A NOT USED

K
12
MARKING MATERIALS
NO SCALE

REV.	DESCRIPTION	DATE	APP.
1			
2			
3			
4			
5			

CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF

RUNWAY 12-30 SURFACE TREATMENT PROJECT

AT THE

BISHOP AIRPORT

A COUNTY OF INYO AVIATION FACILITY

BISHOP, CALIFORNIA



AIRPORT IMPROVEMENT PROGRAM

FAA AIP PROJECT NO. #3-06-0024-0XX-2024

COUNTY PROJECT NO: 630100

JULY 2024

**PLANS AND CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF
RUNWAY 12-30 SURFACE TREATMENT PROJECT
AT THE
BISHOP AIRPORT**

703 Airport Road, Bishop, California 93514

**A COUNTY OF INYO AVIATION FACILITY
BISHOP, CALIFORNIA
AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. #3-06-0024-0XX-2024
COUNTY PROJECT NO: 630100**



**A COUNTY OF INYO PROJECT
WITH FINANCIAL AID FROM
THE FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM**

APPROVED BY:

**MICHAEL J. ERRANTE, P.E.
DIRECTOR OF PUBLIC WORKS**



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COUNTY PROVISIONS
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GENERAL PROVISIONS

**SPECIAL PROVISIONS
TECHNICAL PROVISIONS
PLANS**

BID PACKAGE



RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT

**A COUNTY OF INYO AVIATION FACILITY
BISHOP, CALIFORNIA**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP GRANT NO. #3-06-0024-0XX-2024
COUNTY PROJECT NO: 630100**

Inyo County Public Works Department

**RUNWAY 12-30 SURFACE TREATMENT PROJECT
AT THE
BISHOP AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP GRANT NO. #3-06-0024-0XX-2024
COUNTY PROJECT NO: 630100**

Sections:

NOTICE INVITING BIDS
BID PROPOSAL FORMS
CONTRACT AND BONDS
COUNTY PROVISIONS
GENERAL PROVISIONS
FEDERAL PROVISIONS
SPECIAL PROVISIONS
TECHNICAL SPECIFICATIONS
PLANS

**COUNTY OF INYO
PUBLIC WORKS DEPARTMENT
NOTICE INVITING BIDS
FAA AIP GRANT NO. #3-06-0024-0XX-2024**

COUNTY PROJECT NO. 630100

The Inyo County Public Works Department is soliciting bids for:

RUNWAY 12-30 SURFACE TREATMENT PROJECT

At The Bishop Airport

703 Airport Road, Bishop, California 93514

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans may be obtained from the Bishop Airport at 703 Airport Rd, Bishop, CA 93514, Telephone (760) 872-2971. A nonrefundable fee of \$100.00 will be charged for each Bid Package. Checks shall be made out to *Inyo County Public Works Department*. The Bid Package may be viewed at the department offices during regular business hours and on the County of Inyo website at www.inyocounty.us.

Only registered plan holders will receive any addenda to the bid packages. If a bidder does not acknowledge any and all addenda in the bid, the bid proposal may be rejected.

To expedite shipping, fax to (760) 878-2001 a copy of (1) your mailed check, (2) your bidder contact information, and (3) your FedEx number for shipping. Checks are to be made out to *Inyo County Public Works Department*.

Bids must be delivered in a sealed envelope clearly marked thereon with the bidder's name and address, the word BID, and the project title:

RUNWAY 12-30 SURFACE TREATMENT PROJECT

To be considered, **bids must be received by the Assistant Clerk of the Inyo County Board of Supervisors, 224 N. Edwards Street (mailing address: P.O. Box N), Independence, CA 93526 at or before 3:30 P.M., on July 31 2024** after said time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted. **If the California Shelter-in-Place Order is still in effect on the bid opening date, bids will be read aloud over a conference line, all plan holders will be provided with the call-in information.**

General Work Description:

The project consists of airfield safety and security, crack fill and seal, runway grooving, partial obliteration of some markings, application of an emulsified asphalt seal coat, and application of new pavement markings.

Contract award, if awarded, will be based on lowest responsible bid total price.

The work in the contract is included in Airport Improvement Program Project No. 3-06-0024-0XX-2024 which is being undertaken and accomplished by the County of Inyo in accordance with the terms and conditions of a financial grant agreement between the County and the United States, under the Airport and Airway Safety and Capacity Expansion Act of 1987.

Prime contractors and subcontractors may participate in a pre-bid job walk scheduled for July 22, 2024 at 11:00 a.m. Contractors wishing to see the job site, but unable to attend the pre-bid job walk may contact Ashley Helms at ahelms@inyocounty.us to request a site visit.

Each bid must be accompanied by a cashier's check, a certified check, or a bidder's bond from an admitted corporate surety on the form provided in the bid package, in an amount not less than 10% of the amount

of the bid, and made payable to the County of Inyo. If the notice inviting bids and bid proposal forms require or permit each bid to include additive item prices, the amount of the bid bond or check must be not less than 10% of the amount of the bid plus all of the additive bid items. The check or bidder's bond shall be given as security that the bidder will enter into the contract with the County and furnish the required labor and materials payment bond, faithful performance bond, certificates of insurance, or other required documents, if the bid is accepted. The check or bond will be forfeited to the County if the bidder fails to timely enter into said contract or furnish the required bonds, certificates of insurance, or other required documents. The check or bidder's bond may be retained by the County for sixty (60) days or until the contract is fully executed by the successful bidder and the County, whichever occurs first.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the County of Inyo to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals.

Award of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders/offerors, including those who qualify as a disadvantaged business enterprise (DBE). There is no stated DBE contract goal for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract to DBE firms, as defined in 49 CFR Part 26.

- The apparent successful competitor will be required to submit the following information:
- The names and addresses of DBE firms that will participate in the contract;
- A description of the work that each DBE firm will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4);

Each bidder must complete, sign, and furnish, with his bid, a "Certification of Nonsegregated Facilities", a statement entitled "Bidders Statement on Previous Contracts Subject to EEO Clause", and "Assurance of Disadvantaged Business Enterprise Participation", all addendum, etc., as contained in the Bid Proposal, and Statement of Good Faith Effort for Local Hire. Each bidder must supply all the information required by the bid documents and specifications.

The successful bidder shall be required to furnish a faithful performance bond and a labor and materials payment bond on the forms provided in the bid package in the amount of 100% of the maximum contract amount.

This is a Federal Aid Project and all bids must be based upon rates and wages at least as high as the minimum rates established by the Secretary of Labor as included in the Specifications. Prevailing wage rates for California shall be paid to all classifications of labor as required by the laws of the State of California. The proposed Contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The EEO requirements, labor provisions and wage rates are included in the specifications and bid documents and are available for inspection at the Department of Public Services.

Pursuant to **Section 1773** of the **Labor Code**, 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 of Transportation 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.

Pursuant to Section 1725.5 of the Labor Code, the bidder is required to certify that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the CA Department of Industrial Relations.

Attention is directed to the federal minimum wage rate requirements of this project. If there is a difference between the minimum wage rates predetermined by the U.S. Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The County will not accept lower state wage rates not specifically included in the federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the federal wage determinations. Where federal wage determinations do not contain the state wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the federal minimum wage rate that most closely approximates the duties of the employees in question.

The bidder must be licensed as required by law at the time the contract is awarded. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. The State of California contractor license classification required for this project work is an "A" or a combination of all of the specialty classifications that will be required for the complete performance of all of the work in accordance with the contract documents. In addition, the Bidder, if a joint venture, must have a current joint venture license at the time of award of the contract in accordance with **Business and Professions Code Section 7029.1**.

The Bidder is further advised, pursuant to Public Contract Code Section 20103.5, that the first payment for work or material under this Contract shall not be made unless and until the Registrar of Contractors verifies to the County that the records of the Contractors' State License Board indicate that the Contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

The Bidder is further advised of the Federal Requirements, attached hereto as Notice Inviting Bids Attachment A: Information to Bidders, and shall comply with such requirements.

Inyo County reserves the right at any stage of these proceedings to reject any or all bids or to waive any immaterial defect in any bid if it is deemed to be in the best interest of the County.

Each bidder must supply all the information required by the contract documents, special provisions and the standard specifications.

County of Inyo
Public Works Department

Dated: July 2024

Michael Errante, PE, Director of Public Works

BID PROPOSAL FORMS

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT

703 Airport Road, Bishop, California 93514

July 2024

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BID PROPOSAL FORM

To: COUNTY OF INYO
Public Works Department
(Herein called the "Owner")

From: _____

(Herein called the "Contractor")

FOR: RUNWAY 12-30 SURFACE TREATMENT PROJECT

AT THE

BISHOP AIRPORT

(Herein called "Project")

Bids will be opened at 3:30 P.M., on July 31, 2024 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526. To submit a bid by mail

This bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related functions to perform all work as required by, and in accordance with, the contract documents for the RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT. The bidder must submit a total bid for all of the items included in the bid schedule.

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the contract and bond forms; the general, County, special, and technical provisions; the project plans; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. The contract for the RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT requires the contractor to perform a complete and finished project. Anything necessary to complete this work properly and in accordance with the law and lawful governmental regulations, shall be performed by the contractor, whether set out specifically in the contract documents or not.
3. The contractor, if its or his/her bid is accepted, will furnish the required bonds and certificates of insurance and other required documents as described in the contract documents.

Contractor agrees in submitting this bid to perform all work under the base bid, in accordance with the contract documents, within **55 Working Days** from the date of notice to proceed. The undersigned has/have checked carefully the following figures and understand(s) that the County of Inyo will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT

Bid Proposal Forms

Page BP-1

Attached as a part of this bid is: (Note selection by placing an "X" in space provided) a bid bond from an admitted corporate surety on the form provided in the bid package (), or a certified or cashier's check (), in an amount not less than 10% of the amount of the bid submitted, either of which it is agreed, pursuant to the notice inviting bids and the bid proposal forms, shall be forfeited to or retained by the County of Inyo if the undersigned fails to execute the contract, or furnish the required bonds, certificates of insurance, and other required documents within ten (10) calendar days after receiving the contract documents.

The bidder is required to submit a bid for all the items included in the bid schedule.

The amount of the bid bond or check must be not less than 10% of the amount of the bid submitted for the base bid schedule (the total bid) plus all additive bid items.

Also attached as a part of this bid is the bid proposal form; bid item list; designation of subcontractors; Certification Regarding Equal Employment Opportunity; Public Contract Code Section 10285.1 Statement; Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; non-collusion affidavit; Contractor's Labor Code Certification; and either (a) cashier's or certified check form, or (b) bid bond form. These documents have been completed and signed as required on the forms provided in the bid package. The bidder's signature on this proposal constitutes an endorsement and execution of each and every certification and declaration that is contained in these documents, and bidder's promise to perform and abide by the terms of these documents.

ACCEPTANCE:

The County reserves the right to reject this bid. However, this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date set for its opening. County reserves the right to reject any and all Bids, or any part of any Bid, to postpone the scheduled Bid deadline dates(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. This solicitation in no way obligates the County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation. However, this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date set for its opening.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) calendar days after the date set for its opening, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract, bonds, certificates of insurance, and other required documents, to the owner within ten (10) calendar days after receipt of the notification of acceptance of this bid (notification of award of contract).

The bidder shall set forth for each unit basis item of work an item price and a total for the item; and for each lump sum item, a total for the item; all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid based on the estimated quantity for the item. The amount of the bid for comparison purposes will be the total of all items listed in the base bid schedule.

In case of discrepancy between the item unit price and the total set forth for a unit basis item, the item price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as an item price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item "Total" column, then the amount set forth in the "Total" column for the

item shall prevail and shall be divided by the estimated quantity for the item and the unit price thus obtained shall be the item price.

- (b) (Decimal Errors): If the product of the entered item price and the estimated item quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered item total, the discrepancy will be resolved by using the entered item price or item total, whichever most closely approximates percentage-wise the item price or item total in the engineer's estimate.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the contract and bond forms, and the plans therein referred to; and he/she proposes, and agrees if this proposal is accepted, that he/she will contract with the County of Inyo, on the contract form provided in the bid package, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the engineer as therein set forth; and that he/she will take in full payment therefore the item prices in the bid schedule in the following pages.

Runway 12-30 SURFACE TREATMENT PROJECT Bid Schedule

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	ITEM TOTAL
1	Mobilization (8% Max)	1.0	LS	\$	\$
2	Airport Safety and Security (5% Max)	1.0	LS	\$	\$
3	Crack Fill and Seal	22,500.0	LF	\$	\$
4	Remove Pavement Markings to 50%	11,600.0	SF	\$	\$
5	Sawcut Grooves	66,700.0	SY	\$	\$
6	Emulsified Asphalt Seal Coat	90,800.0	SY	\$	\$
7	Friction Test	1.0	LS	\$	\$
8	Pavement Markings: Two Coat – White and Yellow	88,800.0	SF	\$	\$
9	Pavement Markings: Two Coat – Black	30,000.0	SF	\$	\$
	TOTAL BID SCHEDULE				\$

CONTRACTOR'S BID**TOTAL BID (IN NUMBERS)**

TOTAL BID (IN WORDS)

REVIEWED AND CHECKED BY:

(For County Use)

TIME OF COMPLETION:

The undersigned further specifically agrees to complete all work for the Project within **55 working days** from the date of notice to proceed.

BID SECURITY:

The required ten percent (10%) Bid Security for this bid is attached in the form of:

(Note: Check and complete one of the following items)

() Bid bond issued by _____,
an admitted corporate surety on the form provided in the bid package.

() Certified/cashier's check No. _____ issued by _____

ADDENDA:

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT

Bid Proposal Forms

Page BP-4

(Fill in addendum numbers and dates addenda were received. If none have been received, enter "NONE".)

WARNING:

IF ADDENDA WERE ISSUED BY THE COUNTY AND ARE NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

BIDDER'S BUSINESS INFORMATION:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager thereof; if a copartnership or joint venture, state the true name of the firm or joint venture and the names, current addresses, and telephone numbers of all individual copartners or joint venturers composing the partnership or joint venture; if bidder or other interested person is an individual, state first and last names in full. If an LLC, state the true name of the LLC and the names, current addresses, and telephone numbers of all managing members.

A. Individual (), Partnership (), Joint Venture (): Corporation (): Limited Liability Company (LLC) ():

Personal Name: _____

Business Name: _____

Address: _____

_____ Zip Code _____

Telephone: (_____) _____

Federal Identification No. _____

Contractor's License No. _____, State of _____, Type _____

License Expiration Date _____

(The above address will be used to send notice of acceptance or requests for additional information)

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING MEMBER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF CONTRACTOR, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF CONTRACTOR ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

(Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications to which the attached bid is responsive, and the portion of the work that will be done by each subcontractor for each subcontract in excess of one-half of one percent of the prime contractor's total bid, or \$10,000.00, whichever is greater.

The bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the awarding authority, setting forth the facts constituting the emergency or necessity. No subcontractor other than those listed below will be allowed to perform work under this contract.

If no subcontractors are to be employed on the project, enter the word "NONE".

(Use additional pages if necessary)

BID ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	LICENSE NUMBER & TYPE & DUNS #	AGR*

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

Enter 2 for more than \$500,000 to \$1,000,000

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

Enter 5 for more than \$5,000,000

(Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT AIRPORT IMPROVEMENT PROGRAM FAA AIP GRANT NO. #3-06-0024-0XX-2024 COUNTY PROJECT NO: 630100

In accordance with **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)**, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **(CHECK ONE)**

has (____), has not (____) been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract, as defined in **Public Contract Code Section 1101**, with any public entity, as defined in **Public Contract Code Section 1100**, including the Regents of the University of California or the Trustees of the California State University. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in **Section 10285.1**.

NOTE: The bidder must place a check mark after “has” or “has not” in one of the blank spaces provided. The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT AIRPORT IMPROVEMENT PROGRAM FAA AIP GRANT NO. #3-06-0024-0XX-2024 COUNTY PROJECT NO: 630100

In accordance with **Public Contract Code Section 10162**, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the proposal, bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements in accordance with **Public Contract Code Section 10162** are true and correct.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

**RUNWAY 12-30 SURFACE TREATMENT PROJECT
AT THE
BISHOP AIRPORT
AIRPORT IMPROVEMENT PROGRAM
FAA AIP GRANT NO. #3-06-0024-0XX-2024
COUNTY PROJECT NO: 630100**

In accordance with **Public Contract Code Section 10232**, the contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court that orders the contractor to comply with an order of the National Labor Relations Board.

By bidder's signature on the bid proposal form, bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

(Name and Title of Signer)

Signature Date

Company Name_____

Business Address_____

CONTRACTOR'S LABOR CODE CERTIFICATION

(Labor Code Section 3700 et seq.)

**RUNWAY 12-30 SURFACE TREATMENT PROJECT
AT THE
BISHOP AIRPORT
AIRPORT IMPROVEMENT PROGRAM
FAA AIP GRANT NO. #3-06-0024-0XX-2024
COUNTY PROJECT NO: 630100**

I am aware of the provisions of **Section 3700** and following of the labor code that requires 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.

(Name and Title of Signer)

Signature Date

Company Name _____

Business Address _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor
_____, hereby certifies that he has _____,

has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of INYO
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, 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 in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER’S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY, AND EXPERIENCE

(This form must be completed and submitted with this bid)

The bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed and give referencees which will enable the owner to judge his responsibility, experience, skill, and business standing.

The undersigned submits herewith a statement of his financial responsibility.

The undersigned submits below a statement of the work of a similiary character to that included in the proposed contract which he has successfully performed within the last three years. (Include the type of work, name, and phone number of all references, and the amount of contact.) Attached supplemental pages as necessary.

As noted in **General Provisions Section 20-2, *Qualification of Bidders***, bidders may submit evidence that they are prequalified with the California Department of Transportation (Caltrans) and are on their current “bidder’s list” in lieu of completing this form.

Type	Name and Phone Number	Amount of Contract
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SIGN HERE

Signature of Bidder

Date

ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Award of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders/offerors, including those who qualify as a DBE. No DBE contract goal has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract to disadvantaged business enterprises (DBE), as defined in 49 CFR Part 26.

The apparent successful competitor will be required to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4);

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the bidder and submitted with his bid. The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance.

Bidder's Assurance of Compliance With Title 49 CFR Part 26 Relating To Disadvantaged Business Enterprise Participation

The Bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for DBE participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a DBE participation for DBEs owned and controlled by women of * _____ percent of the amount of this bid, for DBEs owned and controlled by minorities of * _____ percent of the amount of this bid and for DBEs owned and controlled by other disadvantaged persons of * _____ percent of the amount of this bid.

SIGN HERE _____
Signature of Bidder Date

- Bidder shall insert the percentage for women participation, minority participation, and other DBE participation even if the percentages are less than the contract goal.

The bidder/offeror shall submit items #1, 2, 3, 4, and 6 as a condition of bid responsiveness. Items #5 must be submitted prior to commitment of the Owner to award of contract to the apparent successful bidder/offeror

DESIGNATION OF DBE AND MINORITY SUBCONTRACTORS

The following are the names and the principal places of business of all subcontractors who will perform work or labor, or render service to the bidder in or about the work, together with a statement of the portion and dollar value of the work to be done by each subcontractor.

A. WOMEN-OWNED AND CONTROLLED BUSINESS ENTERPRISES:

CONTRACT ITEM OF WORK AND DESCRIPTION	DOLLAR VALUE OF WORK	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	DUNS #	AGR*

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

Enter 2 for more than \$500,000 to \$1,000,000

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

Enter 5 for more than \$5,000,000

B. MINORITY-OWNED AND CONTROLLED BUSINESS ENTERPRISES:

CONTRACT ITEM OF WORK AND DESCRIPTION	DOLLAR VALUE OF WORK	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	DUNS #	AGR*

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

Enter 2 for more than \$500,000 to \$1,000,000

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

Enter 5 for more than \$5,000,000

C. OTHER DBE-OWNED BUSINESS ENTERPRISES:

CONTRACT ITEM OF WORK AND DESCRIPTION	DOLLAR VALUE OF WORK	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	DUNS #	AGR*

*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

Enter 2 for more than \$500,000 to \$1,000,000

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

Enter 5 for more than \$5,000,000

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States;
 - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic product.
- To furnish U.S. domestic product for any waiver request that the FAA rejects
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

**RUNWAY 12-30 SURFACE TREATMENT PROJECT
AT THE
BISHOP AIRPORT
AIRPORT IMPROVEMENT PROGRAM
FAA AIP GRANT NO. #3-06-0024-0XX-2024
COUNTY PROJECT NO: 630100**

CASHIER'S OR CERTIFIED CHECK FORM

(Not required if bid bond accompanies the bid)

A cashier's or certified check in the required amount and made payable to the County of Inyo is attached below:

[]

ATTACH CHECK HERE

[]

Bidder (print name): _____

**RUNWAY 12-30 SURFACE TREATMENT PROJECT
AT THE
BISHOP AIRPORT
AIRPORT IMPROVEMENT PROGRAM
FAA AIP GRANT NO. #3-06-0024-0XX-2024
COUNTY PROJECT NO: 630100**

BID BOND

(BID PROPOSAL GUARANTEE)

(Not required if certified or cashier's check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS: That we, _____
_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)
as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly
bound unto the County of Inyo, State of California, in the sum of _____
_____ dollars (\$ _____)

for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and
administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit
to the Board of Supervisors of the County of Inyo a bid for the construction of the **RUNWAY 12-30
SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT**, in compliance with the contract
therefor:

Now, if the bid of the Principal shall be accepted and the contract awarded to the Principal by said Board of
Supervisors, and if the Principal shall fail or neglect to enter into the contract therefor in accordance with the
terms of the Principal's bid and the terms set forth in the bid package, or to furnish the required Faithful
Performance and Labor and Materials Payment Surety Bonds, certificates of insurance, and other required
documents, to the satisfaction of the Board of Supervisors of said County, no later than **EIGHT (8)
WORKING DAYS** after the Principal has received notice from the County that the contract has been
awarded to the Principal, then the sum guaranteed by this bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this bond.

WITNESS our hands and seals this _____ day of _____, 20 _____

Principal

(SEAL) By _____
(Name & Title of Authorized Person)

(Address for Notices to be Sent)

Surety

(SEAL) By _____
(Name & Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND SURETY MUST EACH BE ACKNOWLEDGED BY A NOTARY AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The bid bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. 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 bid bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo (Attn.: Public Works Director)
224 North Edwards Street, P.O. Box Q
Independence, California 93526

DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

In the event a dispute arises concerning the bid process prior to the award of any contract, the party wishing resolution of the dispute shall submit a written request to County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the RFB/RFP or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:
Nate Greenberg, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the County's Purchasing Director be deemed final.

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CONTRACT AND BOND FORMS FOR

RUNWAY 12-30 SURFACE TREATMENT PROJECT

AT THE

BISHOP AIRPORT

AIRPORT IMPROVEMENT PROGRAM

FAA AIP GRANT NO. #3-06-0024-0XX-2024

COUNTY PROJECT NO: 630100

July 2024

ENCLOSURES:

Contract

Faithful Performance Bond

Labor and Material Payment Bond

**AGREEMENT
BETWEEN THE COUNTY OF INYO AND**

for

**RUNWAY 12-30 SURFACE TREATMENT PROJECT
AT THE
BISHOP AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. #3-06-0024-0XX-2024
COUNTY PROJECT NO: 630100**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, July 14, 2020, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and GRANITE CONSTRUCTION INC (hereinafter referred to as for the construction or removal of RUNWAY 12-30 SURFACE TREATMENT PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

- I. SERVICES TO BE PERFORMED:** CONTRACTOR agrees at its own expense to furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions necessary to COUNTY to construct the Project in accordance with the terms of the Grant, as detailed in the COUNTY's REQUEST FOR BIDS *sub nom* "CONTRACT DOCUMENTS", portions of which are attached hereto as Attachment A and all of which is incorporated herein by this reference, as well as in the CONTRACTOR's Response to the Request for Bids, which is attached hereto as Attachment B and incorporated herein by this reference, and complete all work within the time for completion set forth in Attachment A.
- II. TIME OF COMPLETION:** Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.
- III. COMPENSATION / CONSIDERATION:** Compensation to be paid to CONTRACTOR for performance of such work shall be in accordance with the schedules for payment set forth in Attachment "B" to this contract. Any payment by COUNTY shall not be deemed a waiver of defects, even if such defects were known to the COUNTY at the time of payment.
- IV. METHOD OF PAYMENT:** CONTRACTOR shall bill by invoice directed to the Director of Public Works or designee describing the work, the charge for the work, and date the work was performed. CONTRACTOR shall provide COUNTY a completed IRS form W-9 before payments will issue from COUNTY. COUNTY will pay the invoice within 30 days of the receipt following normal claims handling procedures.

**RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT
AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. #3-06-0024-0XX-2024
COUNTY PROJECT NO: 630100**

- V. **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.
- VI. **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 Agreement; 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 Agreement. CONTRACTOR is an independent CONTRACTOR, not an employee of COUNTY or any of its subsidiaries or affiliates. CONTRACTOR will not represent itself to be nor hold itself out as an employee of COUNTY. CONTRACTOR acknowledges that it 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 Sections IV and V above 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 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.
- VII. **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.
- VIII. **CLAIMS RESOLUTION:** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by the CONTRACTOR to COUNTY will follow the provisions as set forth in the Project's County Provisions section.
- IX. **INSURANCE 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.

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

1. 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
2. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

XI. COMPLIANCE WITH ALL LAWS. 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.

1. **Safety Training:** 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. 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. 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.
2. **Child, Family and Spousal Support Reporting Obligations:** 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.
3. **Nondiscrimination:** 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. 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.

- XII. LICENSES:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its trade and/or profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of CONTRACTOR to practice its and/or profession.
- XIII. PREVAILING WAGE:** Pursuant to Section 1720 et seq. of the Labor Code, CONTRACTOR agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. CONTRACTOR agrees to submit certified payroll to COUNTY and comply with the Department of Industrial Relations regulations in submitting the certified payroll.
- XIV. 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.
- XV. 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: Ashley Helms
168 N. Edwards
PO Drawer Q Independence, CA 93526

If to CONTRACTOR: Granite Construction Inc
Attn: Kevin Parsons
3005 James Rd
Bakersfield, CA 93308

- XVI. 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.
- XVII. 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.
- XVIII. TERMINATION.** This Contract may be terminated for the reasons stated below:

1. Immediately for cause, if either party fails to perform its responsibilities under

this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph “b” of this section; or

2. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
3. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

XIX. 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.

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

XXI. TIME IS OF THE ESSENCE. Time is of the essence for every provision in this Agreement.

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

1. All provisions set forth expressly herein;
2. The Bid Proposal Forms, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part of this contract by reference; and
3. All other contract documents, as described in **Section 5-1.02, “Contract Components”**; for the purpose of this Contract, Special Provisions includes:
 - a. County Provisions;
 - b. General Provisions;
 - c. Federal Provisions;
 - d. Special Provisions; and
 - e. Technical Specifications.

XXIII. 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.

XXIV. REQUIRED FEDERAL PROVISIONS

A. ACCESS TO RECORDS AND REPORTS: The CONTRACTOR must maintain an acceptable cost accounting system. The CONTRACTOR agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONTRACTOR agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the CONTRACTOR or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide CONTRACTOR written notice that describes the nature of the breach and corrective actions the CONTRACTOR must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to CONTRACTOR until such time the CONTRACTOR corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the CONTRACTOR must correct the breach. Owner may proceed with termination of the contract if the CONTRACTOR fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C. GENERAL CIVIL RIGHTS PROVISIONS

The CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the CONTRACTOR and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

D. CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR"), agrees as follows:

1. **Compliance with Regulations:** The CONTRACTOR (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a CONTRACTOR's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

E. CLEAN AIR AND WATER POLLUTION CONTROL

CONTRACTOR agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The CONTRACTOR agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONTRACTOR must include this requirement in all subcontracts that exceeds \$150,000.

F. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. **Overtime Requirements:** No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any

workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph (1) of this clause, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. **Withholding for Unpaid Wages and Liquidated Damages:** The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
4. **Subcontractors:** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

G. COPELAND "ANTI-KICKBACK" ACT

CONTRACTOR must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3.

CONTRACTOR and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The CONTRACTOR and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

H. DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of

any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the CONTRACTOR, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation

Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. CONTRACTORS and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage

determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

I. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce

safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the CONTRACTOR to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONTRACTOR must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

J. ENERGY CONSERVATION REQUIREMENTS

CONTRACTOR and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

K. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

L. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. PROHIBITION OF SEGREGATED FACILITIES

- (a) The CONTRACTOR agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The CONTRACTOR shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

N. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

O. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the CONTRACTOR and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The CONTRACTOR has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the CONTRACTOR can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

P. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (☐) is not (x) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (x) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Q. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the CONTRACTOR. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the CONTRACTOR shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. CONTRACTOR must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay CONTRACTOR for:

- 3) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 4) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 5) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 6) reasonable and substantiated expenses to the CONTRACTOR directly attributable to Owner's termination action.

Owner will not pay CONTRACTOR for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

R. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the CONTRACTOR and all sub-tier CONTRACTORS must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XXV. 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. If any provision of this agreement 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.

XXVI. ATTACHMENTS: All attachments referred to are incorporated and made a part of this agreement. Attachments include:

Attachment "A:" COUNTY OF INYO RELVANT PORTIONS OF REQUEST
FOR BIDS

Attachment “B:” RESPONSE TO COUNTY OF INYO REQUEST FOR BIDS

Attachment “C:” INSURANCE PROVISIONS

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

COUNTY OF INYO

CONTRACTOR

Rick Pucci, Board Chair

[], Title

APPROVED AS TO FORM
AND LEGALITY

ATTEST: CLINT QUILTER
County Clerk
Board of Supervisors

By _____
Inyo County Counsel

By: _____

APPROVEE AS TO INSURANCE
REQUIREMENTS:

By _____
Inyo County Risk Manager

Attachment “A”

RELEVANT PORTIONS OF REQUEST FOR BID

Attachment “B”

RESPONSE TO REQUEST FOR BID

Attachment “C”

INSURANCE PROVISIONS

Attachment: 2024 Insurance Requirements for Special Projects and Services REPAIR/MAINTENANCE OF RUNWAYS WHEN AIRPORT IS IN USE

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 and the results of that work by the Contractor, its agents, representatives, or 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.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
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** (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.

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.

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.

Attachment: 2024 Insurance Requirements for Special Projects and Services
REPAIR/MAINTENANCE OF RUNWAYS WHEN AIRPORT IS IN USE

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

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, includes, but not limited to, primary and noncontributory, 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.

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. The 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 **\$25,000** unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of the 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 SIE/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 costs, including ALAE, 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.

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. **All certificates and endorsements and copies of all Declarations and Endorsements 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.

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.

**COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS**

**RUNWAY 12-30 SURFACE TREATMENT PROJECT
AT THE
BISHOP AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. #3-06-0024-0XX-2024
COUNTY PROJECT NO: 630100**

**FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

as Principal, hereinafter called 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 Owner, 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 _____ entered into
an agreement with Owner for the Construction of the **RUNWAY 12-30 SURFACE TREATMENT
PROJECT AT THE BISHOP AIRPORT**, to be constructed in accordance with the contract for the
RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT, 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 Owner.

Whenever Contractor shall be, and is declared by Owner to be, in default under the Contract, the Owner 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 Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, 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 Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner 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 Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____, 20 ____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BY A NOTARY 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 OWNER FOR NOTICES TO BE SENT:

**County of Inyo (attn: Public Works Director)
224 North Edwards Street, P.O. Box N
Independence, California 93526**

**COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS**

**RUNWAY 12-30 SURFACE TREATMENT PROJECT
AT THE
BISHOP AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. #3-06-0024-0XX-2024
COUNTY PROJECT NO: 630100**

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

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

as Principal, hereinafter called 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 Owner, 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, _____ entered into
an agreement with County for the construction of the **RUNWAY 12-30 SURFACE TREATMENT
PROJECT AT THE BISHOP AIRPORT** (hereinafter referred to as "PROJECT"), to be constructed in
accordance with the terms and conditions set forth in the contract for the **RUNWAY 12-30 SURFACE
TREATMENT PROJECT AT THE BISHOP AIRPORT** 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 material 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 performance of the Contract. Labor and material 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 materials 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.

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

**County of Inyo (attn: Public Works Director)
224 N. Edwards, P.O. Box N
Independence, California 93526**



COUNTY PROVISIONS

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT

703 Airport Road, Bishop, California 93514

**A COUNTY OF INYO AVIATION FACILITY
BISHOP, CALIFORNIA**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. #3-06-0024-022-2020**

COUNTY PROJECT NO: TR-20-002

Inyo County Public Works Department

**RUNWAY 12-30 SURFACE TREATMENT PROJECT
AT THE
BISHOP AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. #3-06-0024-0XX-2024
COUNTY PROJECT NO: 630100**

COUNTY PROVISIONS

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SECTION 1. INSURANCE, DEFENSE, AND INDEMNIFICATION.

Bidders' attention is directed to the insurance requirements included as Attachment C to the sample contract. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of insurance certificates and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the Contract.

SECTION 2 MINIMUM WAGES

2.01 CALIFORNIA MINIMUM WAGES

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

The project requires payments of not less than the general prevailing rates for per diem wages, overtime work, legal holidays, other employee payments, and travel & subsistence if applicable, in the locality in which the work is to be performed for each craft, classification, or type of worker needed as required in the California Labor Code. Such rates of wages are on file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request.

Contractors shall promptly notify the County in writing, about any classifications of labor not listed in the prevailing wage determination but necessary for the performance of the work. Contractors will post a copy of the determination of prevailing rates at the job site/s.

If the contract totals \$30,000 or more and requires 20 or more working days, the prime contractor will comply with and be responsible for compliance with all applicable provisions of Labor Code section 1777.5 for all apprenticeable occupations. The prime contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury. The County requires hard copies of these records for verification, prior to making related payments to the contractor (this is in addition to the electronic reporting required by the DIR).

By signing below the contractor attests that he has read and understands this document, that he is aware of the public work and prevailing wage requirements as set forth in the California Labor Code Sections 1720 et seq.; that he is an owner, officer, or other duly authorized representative of the firm; that he and each of his subcontractors is registered with the California DIR; and that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

2.02 FEDERAL MINIMUM WAGES

If there is a difference between the minimum wage rates predetermined by the U.S. Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, **the Contractor and subcontractors shall pay not less than the higher wage rate.** The County will not accept lower state wage rates not specifically included in the

federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the federal wage determinations. Where federal wage determinations do not contain the state wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the federal minimum wage rate, which most closely approximates the duties of the employees in question.

"General Decision Number: CA20240020 06/28/2024

Superseded General Decision Number: CA20230020

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all
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	hours spent performing on	
	that contract in 2024.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/09/2024
3	02/23/2024
4	04/12/2024
5	05/24/2024
6	06/28/2024

ASBE0005-001 09/01/2023

INYO AND KERN

	Rates	Fringes
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36
Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....	\$ 49.58	25.27

ASBE0005-005 07/04/2022

INYO AND KERN

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting,		

stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....\$ 23.52 13.37

ASBE0016-003 01/01/2024

MONO

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 64.56	25.07

BOIL0092-005 01/01/2024

INYO AND KERN

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

BOIL0549-003 01/01/2021

MONO COUNTY

	Rates	Fringes
BOILERMAKER.....	\$ 45.60	38.99

* BRCA0004-005 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.53	20.29

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0018-010 09/01/2023

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 39.95	14.65

TERRAZZO WORKER/SETTER.....\$ 47.85 15.14

BRCA0018-011 06/01/2023

Rates Fringes

TILE LAYER.....\$ 48.29 19.18

BRCA0018-012 06/01/2023

KERN

Rates Fringes

MARBLE FINISHER.....\$ 40.21 15.23

TILE FINISHER.....\$ 34.78 13.64

CARP0213-002 07/01/2021

Rates Fringes

Diver

(1) Wet.....\$ 834.40 16.28

(2) Standby.....\$ 445.84 16.28

(3) Tender.....\$ 437.84 16.28

(4) Assistant Tender.....\$ 413.84 16.28

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2021

Rates Fringes

Drywall

DRYWALL INSTALLER/LATHER....\$ 51.60 16.28

STOCKER/SCRAPPER.....\$ 22.16 8.62

CARP0661-001 07/01/2021

Rates Fringes

CARPENTER

(01) Carpenter, cabinet
installer, insulation
installer, floor worker
and acoustical installer....\$ 51.03 16.28

(02) Millwright.....\$ 52.10 16.48

(03) Piledrivermen;
Derrick barge; Bridge or
Dock Carpenter; Heavy
framer; Rockslinger; Rock
Bargeman; Scowman.....\$ 51.73 16.28

(04) Shingler (Commercial).\$ 51.17 16.28

(05) Table Power Saw

Operator.....	\$ 52.13	16.28
(06) Pneumatic Nailer or Power Stapler.....	\$ 51.29	16.28
(07) Roof Loader of Shingles (Commercial).....	\$ 38.92	16.28
(08) Saw Filer.....	\$ 51.03	16.28
(09) Scaffold Builder.....	\$ 42.80	16.28

FOOTNOTE: Work of forming in the construction of open cut
sewers or storm drains, on operations in which horizontal
lagging is used in conjunction with steel H-Beams driven or
placed in pre-drilled holes, for that portion of a lagged
trench against which concrete is poured, namely, as a
substitute for back forms (which work is performed by
piledrivers): \$0.13 per hour additional.

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0428-001 01/01/2024

	Rates	Fringes
CABLE SPLICER		
China Lake Naval Weapons Center, Edwards AFB.....	\$ 67.15	3%+20.19
Remainder of Kern County....	\$ 59.02	3%+20.19
ELECTRICIAN		
China Lake Naval Weapons Center, Edwards AFB.....	\$ 61.78	3%+20.19
Remainder of Kern County....	\$ 53.65	3%+20.19

ELEC0428-003 01/01/2024

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

	Rates	Fringes
Communications System Installer		
China Lake Naval Weapons Center.....	\$ 51.10	3%+19.64
Edwards AFB.....	\$ 47.59	3%+19.64
KERN COUNTY.....	\$ 41.46	3%+19.64

SCOPE OF WORK:

Installation, testing, service and maintenance of systems
utilizing the transmission and/or transference of voice,

sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0477-001 06/01/2021

INYO AND MONO

	Rates	Fringes
ELECTRICIAN.....	\$ 45.75	3%+25.33
CABLE SPLICER: \$1.50 above Electrician.		
TUNNEL WORK: 10% above Electrician.		

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.63	37.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	34.60
(2) Dredge dozer.....	\$ 58.13	34.60
(3) Deckmate.....	\$ 58.02	34.60
(4) Winch operator (stern winch on dredge).....	\$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80

GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes load, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dump jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single

engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity,

manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and

up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spider Excavator Operator, with all attachments

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson;

Loader operator (Athey, Euclid, Sierra and similar types);
Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back

to start at the point which is the NW corner of Section 1,
T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO,
KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the

intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0155-002 01/01/2024

INYO and MONO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	34.20

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Edwards AFB

IRON0155-003 01/01/2024

KERN COUNTY

	Rates	Fringes
IRONWORKER.....	\$ 47.45	34.90

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Edwards AFB

LABO0220-002 07/01/2022

KERN COUNTY

	Rates	Fringes
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LABORER (TUNNEL)

GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30

LABORER

GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline

wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0220-005 07/01/2022

KERN COUNTY

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LABO0300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable

classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-001 07/01/2022

INYO AND MONO COUNTIES

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad

construction track laborers; Rigging and signaling; Scaler;
Slip form raiser; Tar and mortar; Tool crib or tool house
laborer; Traffic control by any method; Window cleaner;
Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger
mixer and handling bulk cement); Cesspool digger and
installer; Chucktender; Chute handler, pouring concrete,
the handling of the chute from readymix trucks, such as
walls, slabs, decks, floors, foundation, footings, curbs,
gutters and sidewalks; Concrete curer, impervious membrane
and form oiler; Cutting torch operator (demolition); Fine
grader, highways and street paving, airport, runways and
similar type heavy construction; Gas, oil and/or water
pipeline wrapper - pot tender and form person; Guinea
chaser; Headerboard person - asphalt; Laborer, packing rod
steel and pans; Membrane vapor barrier installer; Power
broom sweeper (small); Riprap stonepaver, placing stone or
wet sacked concrete; Roto scraper and tiller; Sandblaster
(pot tender); Septic tank digger and installer(lead); Tank
scaler and cleaner; Tree climber, faller, chain saw
operator, Pittsburgh chipper and similar type brush
shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete
pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or
longer; Dri-pak-it machine; Gas, oil and/or water pipeline
wrapper, 6-in. pipe and over, by any method, inside and
out; High scaler (including drilling of same); Hydro seeder
and similar type; Impact wrench multi-plate; Kettle person,
pot person and workers applying asphalt, lay-kold,
creosote, lime caustic and similar type materials
("applying" means applying, dipping, brushing or handling
of such materials for pipe wrapping and waterproofing);
Operator of pneumatic, gas, electric tools, vibrating
machine, pavement breaker, air blasting, come-alongs, and
similar mechanical tools not separately classified herein;
Pipelayer's backup person, coating, grouting, making of
joints, sealing, caulking, diapering and including rubber
gasket joints, pointing and any and all other services;
Rock slinger; Rotary scarifier or multiple head concrete
chipping scarifier; Steel headerboard and guideline setter;
Tamper, Barko, Wacker and similar type; Trenching machine,
hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump
person, and asphalt spreader boxes (all types); Concrete
core cutter (walls, floors or ceilings), grinder or sander;
Concrete saw person, cutting walls or flat work, scoring
old or new concrete; Cribber, shorer, lagging, sheeting and
trench bracing, hand-guided lagging hammer; Head rock
slinger; Laborer, asphalt- rubber distributor boot person;
Laser beam in connection with laborers' work; Oversize
concrete vibrator operator, 70 lbs. and over; Pipelayer

performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader;

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-004 07/01/2022

INYO AND MONO COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

	Rates	Fringes
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Laborers: (HORIZONTAL
DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25

Laborers: (STRIPING/SLURRY
SEAL)

GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-009 09/01/2023

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 43.75	25.07

PAIN0036-021 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter.....	\$ 34.08	18.50
(2) Repaint.....	\$ 26.40	17.02
(4) All other work.....	\$ 34.08	18.50
(5) Industrial.....	\$ 41.42	19.04

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.
HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0169-002 01/01/2023

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

PAIN1247-001 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 43.20	18.03

PLAS0200-007 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING CENTER:
\$3.00 additional per hour.

* PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	27.11

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

PLUM0460-002 09/01/2023

	Rates	Fringes
PLUMBER (Plumber, Pipefitter, Steamfitter, Refrigeration).....	\$ 57.18	26.51
China Lake, Marine Warfare Training Center.....	\$ 67.68	25.51
Edwards Air Force Base.....	\$ 64.18	26.51

FOOTNOTE: Work from a swinging scaffold, swinging basket,
spider or from a bosun chair: 10% above the regular rate of
pay for that day.

ROOF0027-001 01/01/2024

	Rates	Fringes
ROOFER.....	\$ 42.51	16.11

FOOTNOTE: Work with pitch, pitch base or pitch impregnated
products or any material containing coal tar pitch, on any
building old or new, where both asphalt and pitchers are
used in the application of a built-up roof or tear off:
\$2.00 per hour additional.

SFCA0669-007 01/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.31	27.91

SHEE0105-003 01/01/2024

LOS ANGELES (South of a straight line drawn between Gorman and
Big Pines) and Catalina Island, INYO, KERN (Northeast part, East

of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 56.95	30.04
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

SHEE0105-004 07/01/2023

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.98	29.24

TEAM0011-002 07/01/2023

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 38.19	33.69
GROUP 2.....	\$ 38.34	33.69
GROUP 3.....	\$ 38.47	33.69
GROUP 4.....	\$ 38.66	33.69
GROUP 5.....	\$ 38.69	33.69
GROUP 6.....	\$ 38.72	33.69
GROUP 7.....	\$ 38.97	33.69
GROUP 8.....	\$ 39.22	33.69
GROUP 9.....	\$ 39.42	33.69
GROUP 10.....	\$ 39.72	33.69
GROUP 11.....	\$ 40.22	33.69
GROUP 12.....	\$ 40.65	33.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
El Centro Naval Facility, Fort Irwin, Marine Corps
Logistics Base at Nebo & Yermo, Mountain Warfare Training
Center, Bridgeport, Point Arguello, Point Conception,

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in

the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

**RUNWAY 12-30 SURFACE TREATMENT PROJECT
AT THE
BISHOP AIRPORT**

**FEDERAL
PROVISIONS**

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1. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 24.5%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the "covered area" is Inyo County, CA.

2. TITLE VI SOLICITATION NOTICE

The County of Inyo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this

advertisement, disadvantaged business enterprises will be afforded full and fair 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.

3. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

4. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- a. Checking the System for Award Management at website: <http://www.sam.gov>.
- b. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
- c. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. “Minority” includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its

implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

6. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

7. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Part 1 – General Provisions

SECTION 10 DEFINITION OF TERMS

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.

Paragraph Number	Term	Definition
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.

Paragraph Number	Term	Definition
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>

Paragraph Number	Term	Definition
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Inyo County.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

Paragraph Number	Term	Definition
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

Paragraph Number	Term	Definition
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 Advertisement – Refer to the “Notice to Contractors”.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder’s past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder’s financial resources and liabilities as of the last calendar year or the bidder’s last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder’s financial responsibility has changed, the bidder shall qualify the public accountant’s statement or report to reflect the bidder’s true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current “bidder’s list” of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

A Pre-bid Conference will be held for this project. Refer to the Notice for time, location, and whether attendance is mandatory.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the

character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner, in writing, before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in “default” for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner’s Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner’s Engineer a written request for interpretation no later than **four** days prior to bid opening.

Any interpretation of the project bid documents by the Owner’s Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **120 calendar days** of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within **15 calendar days** from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be

just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

SECTION 40 SCOPE OF WORK

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in

constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

SECTION 50 CONTROL OF WORK

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. Identified elsewhere in this contract book.

50-05 Cooperation of Contractor. The Contractor shall be supplied with **Five** hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): .dwg, .pdf, .xlsx

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. A field office is required for this project. Contractor to refer to Item C-105 MOBILIZATION for requirements.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner’s permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used. After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor’s handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to

become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents

a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction.

The CSPP is included in an appendix in this contract documents / specifications package.

70-09 Use of explosives. Not allowed.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan's (CSPP's) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. **Contractor to refer to and comply with the CSPP's and delineation shown on the included in the project drawings.**

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended

traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents. Owners are indicated as follows:

Airport (County Owned) Utilities and Systems

Airport Contact: Ashley Helms, Deputy Public Works Director - Airports: (760) 878-0200

FAA Utilities and Systems

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. Refer to the Sample Agreement, Proposal, and/or Instructions for Bidders sections.

END OF SECTION 70

SECTION 80 EXECUTION AND PROGRESS

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **twenty percent (20%)** of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

The contractor is referred to the CSPP, other Technical Specification Sections, and the construction drawings for airport closure constraints, phasing requirements, and work window for construction operations.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airports during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of working days for contract completion shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on working days. Contract time based on working days shall be calculated weekly by the Resident Project Representative (RPR). The RPR will furnish the Contractor a copy of their weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved Change Orders or Supplemental Agreements covering Extra Work).

The weekly statement of contract time charged is based on the following considerations:

(1) Time will be charged for days on which the Contractor could proceed with scheduled work under construction at the time for at least six (6) hours with the normal work force employed on such items. When normal work force is a double-shift, use 12 hours; and when the normal work force is on a triple-shift, use 18 hours.

Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the scheduled work items under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The RPR will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The RPR will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The RPR will not make charges against the contract time after the date of final acceptance as defined in Section 50, paragraph 50-14, Final Acceptance.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth their own objections to the RPR's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the Section 20, paragraph 20-05, Interpretation of Estimated Proposal Quantities. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Bid Schedule	One Thousand Dollars (\$1,000.00) per calendar day or any part thereof.	55 Working Days

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

Failure to Re-Open the Runway Before the End of an Authorized Closure Period:

The contract includes a separate and distinct liquidated damage clause related to failure to re-open the runway(s) (and supporting closed taxiways) before the end of an authorized runway closure period:

\$500.00 per 10-minute period or portion thereof, continuing at this same level for each 10-minute period until successfully and acceptably re-opening the runway (\$3,000.00 / hour).

Assessed liquidated damages shall be subtracted from monies owed to the contractor.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

SECTION 90 MEASUREMENT AND PAYMENT

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement or the International System of Units to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Term	Description
Scales	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
Rental Equipment	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
Pay Quantities	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be

measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

From the total of the amount determined to be payable on a partial payment, five (5) percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

When at least 95% of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within 7 days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

- a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.
- d. Complete all punch list items identified during the Final Inspection.
- e. Provide complete release of all claims for labor and material arising out of the Contract.
- f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g. When applicable per state requirements, return copies of sales tax completion forms.
- h. Manufacturer's certifications for all items incorporated in the work.
- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual(s).
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

Part 2 – General Construction Items

ITEM C-10T GENERAL REQUIREMENTS

10T-1 General. The Airport shall be supplied at all times with the names and telephone numbers of at least two (2) persons in charge of, or responsible for, the work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week. The Contractor shall notify the Airport and the Engineer at least forty-eight (48) hours prior to the commencement of any phase of the work on the project.

10T-2 Project Schedule, Work Schedule and Time Limitations. Award of contract is based in part on successful acquisition of a federal grant based on the amount of the low bid.

Once grant financing is secured, it is understood that time is of the essence in starting and completing construction. Therefore, the County intends to award the construction contract in a timely manner and the Contractor shall be prepared to meet the following project schedule:

<u>Event</u>	<u>Date</u>
Bid Opening:	In accordance with the Notice to Contractors
Contract Award:	Within 120 days of bid opening
Notice to Proceed:	Within 2 weeks of acceptance of contract documents including bonds and insurance
First Day of Construction:	Within 10 days of the Notice to Proceed

This schedule is tentative, and subject to change. **The dates for Contract Award and Notice to Proceed could be revised based on approval of the contract by the FAA and based on the time required to secure funding from the FAA.**

The Contractor shall submit to the Engineer at the preconstruction meeting (or sooner if possible) a work plan and schedule for accomplishment of all work called for by the contract. The Contractor's schedule shall conform to the above schedule.

10T-3 Time for Performance / Liquidated Damages. Contract – Overall: The work on the project shall begin in accordance with the project schedule in Section 10T-2 after receipt of the "Notice to Proceed" from the Owner and all work shall be completed within **55 working days** after the starting date set forth therein.

Should the above time schedule not be met, it is agreed that the Contractor shall be liable for and shall pay to the Owner, as fixed, agreed, and liquidated damages and not as a penalty, the sum of **One Thousand Dollars (\$1,000.00) per day for each and every calendar day** subsequent to the time specified and until the work is completed and accepted.

Contract – Failure to Re-Open a Runway before the End of an Authorized Runway Closure Period:

The contract includes a separate and distinct liquidated damage clause related to failure to re-open the runway(s) (and supporting closed taxiways) before the end of an authorized runway closure period:

\$500.00 per 10-minute period or portion thereof, continuing at this same level for each 10-minute period until successfully and acceptably re-opening the runway (\$3,000.00 / hour).

10T-4 Dust Control. The Contractor's attention is directed to Section 17 of the State Specifications. Full compensation for dust control shall be included in other items of work. Additionally, the Contractor shall pay equal attention to keeping all active airfield pavements free and clear of all dirt, dust, gravel, construction residue, etc. If necessary, the Engineer will instruct the Contractor to clean all active pavements at the close of work each day. Said cleaning operation could include mechanical sweeping, vacuum effort and/or adequate blowers, as necessary. The Contractor's responsibility for Dust Control extends over evenings, weekends, holidays, and any extended non-work periods.

10T-5 Watering. Watering shall conform to the provisions of Section 17 of the State Specifications and these Special Provisions. The Contractor shall furnish all equipment necessary to apply water required in the various items of work. Water shall be applied at the locations, in the amounts and during the hours as directed by the Engineer.

The Contractor shall provide for and pay for his own source of water supply for work on this project. The Contractor shall, at his own expense, provide facilities for conveying the water from the metered source to the point of use. Full compensation for developing and applying water shall be included in other items of work and no additional allowance will be made therefore.

10T-6 Precedence of Contract Documents. The Contractor, The order of precedence of documents shall be: (1) Rules & Regulations of Federal/State Agencies relating to the source of funds for this project, (2) Permits from other agencies as may be required by law, (3) Special Provisions, (4) FAA Technical Specifications, (5) Technical Specifications including Appendices, (6) Plans, and (7) General Conditions.

Change orders, addendums, supplemental agreements, and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

Whenever any conflict appears in any portion of the contract, it shall be resolved by application of the order of precedence, unless determined otherwise by the Engineer. Additionally, with any conflict or inconsistency with contract document, unless instructed otherwise by the Engineer, the Contractor shall assume that the option or alternative that is more expensive, more labor intensive, and/or takes more time to complete, is the option or alternative required. Work required of the plans, either expressed or implied through the understanding of general, industry-standard construction practice, shall be considered as included in this contract.

10T-7 Preconstruction Meeting. Prior to the start of construction, the Engineer will schedule a meeting with the County representatives, airport tenants and users, and utility companies to coordinate the construction with the Contractor so that no delays will be encountered due to conflicts of operation. The Contractor will be called upon to indicate, at this meeting, the proposed operations to accomplish the work. Prior to, or at the preconstruction meeting, the Contractor shall submit a written schedule of work to the Engineer for approval.

A "Notice to Proceed" will not be issued until the written schedule has been reviewed and approved by the Engineer.

10T-8 Periodic Construction Meetings. Construction progress meetings shall be held weekly for the duration of the project. Contractor shall provide a representative at each meeting capable of presenting a detailed discussion regarding construction progress, schedule, cost and time impacts, etc. Subcontractors of significance, with active work either in the previous or the next week, shall likewise have a representative at the construction meeting.

10T-9 Submittals. Submittals are required for all material intended for use on this project. The Contractor shall provide six (6) identical submittal packages for all material. Each submittal shall be clearly marked indicating all parameters that identify quality, integrity and capability, including but not limited to size, style, class, color, rating, conforming standard, etc. Manufactures cut sheets must be clearly marked. Material mix designs must specifically reference this project and shall not be more than 6-months old from the date of the start of work on this project.

At Contractor option, submittals can be via electronic format, .pdf. Each submittal shall be complete, color, and marked up as previously described. Electronic file names shall be logical and uniform to allow for easy electronic

filing and retrieval, one file per submittal (includes transmittal, cover sheet, and submittal material). Re-submittal file shall be a logical progression of the first submittal, for example: Resubmittal for Submittal 4 could be labeled “Submittal 4.1” or “Submittal 4, rev 1”.

10T-10 Shop Drawings and Calculations. Shop drawings and calculations shall be prepared for all fabricated components delivered to the site. Calculations shall be prepared under the direction of an engineer, registered in the State of California. Shop drawings and calculations will be considered submittals – 6 original, identical copies required.

10T-11 Project Superintendence. A representative of the general contractor shall always be on the project site while work is being performed by any contractor and /or subcontractor force. The general contractor representative shall be of a status and position to direct and control the subcontractor, and to take input and direction from the inspector and forward to the subcontractor.

10T-12 Portable Restroom Facilities. On-site restroom facilities are not available for use by Contractor forces. The Contractor shall provide restroom facilities at quantities and at locations throughout the project as necessary to adequately serve all general contractor and sub-contractor forces working on this project. Portable restroom facilities shall be serviced regularly throughout the duration of the project. Contractor shall assume portable restroom facilities shall be available for twice the contract length.

10T-13 Project Plans. Project plans, entitled:

“RUNWAY 10-28 SURFACE TREATMENT”, dated July, 2024

10T-14 As-Built Plans. At the start of construction, the Contractor shall be issued a full-size paper set of the project plans marked “As-Built”. It is the responsibility of the Contractor to mark up and keep current, this set of As-Built Plans, reflecting actual construction that may be different than what was shown on the plans, and identify any existing facilities (above or below ground) that may have not been accurately shown on the plans. As-Built plans shall be kept current and will be reviewed during each pay request.

10T-15 Posting of Wage Rates. The contractor shall establish and maintain throughout the duration of the project, a project posting bulletin board. The board shall be free standing and shall be established at the primary employee gathering area. The Contractor shall post copies of FAA-provided EEO posters and wage rate sheets from the Contract specifications, and any other pertinent information. The posting board shall provide weather-proof protection of documents for the life of the project.

10T-16 Progress Payments. A schedule for progress payments will be established at the Pre-Construction Conference. It is typical to receive a progress payment every 30 days. On occasion, small projects may have just one progress payment.

In advance of any progress payment, the following will be reviewed:

- A. Submittal status.
- B. Access control badging (if applicable).
- C. As-Built Plans. Contractor is to keep these current.
- D. Certified Payroll statements, including benefit statements for the general contractor and all sub-contractors.
- E. Dust control and storm water pollution prevention compliance.

The status of these items may impact the progress for periodic progress payments to the Contractor.

10T-17 Construction Survey and Layout, and Documentation. Contractor to perform construction survey and layout as necessary to satisfactorily construct the improvements of this project.

- A. Refer to Section 50-07 Construction Layout and Stakes of the FAA General Provisions.
- B. The Engineer shall establish necessary horizontal and vertical control.
- C. The Contractor is responsible for performing all staking and layout required to construct the improvements.

- D. The Contractor shall perform and provide field verification survey of with data presented to the RPR for review. This includes horizontal and vertical for each construction activity, material finished surface, limits of removals, electrical and drainage layout and alignments,
- E. Layout and surface verification documentation to be presented to the RPR as a submittal, for review and approval prior to progressing to the next construction activity. Documentation to include .dwg, .xlsx, .pdf file formats.
- F. Contractor to perform a surface verification survey for the top of subgrade, top of aggregate base and finished surface of asphalt concrete surfaces. This survey to be performed by a surveyor, licensed in the State of California.

10T-18 Area Lighting. In support of nighttime operations, the Contractor shall provide and maintain area lighting for the following items / locations, at a minimum:

- A. Point of access to airport.
- B. Contractor yard, material storage area.
- C. Work areas.
- D. Haul routes, especially turns, if not clearly visible.

Contractor to refer to the CSPP for specific nighttime area lighting requirements for this project.

10T-19 Facilities Duration. In the event the contract requires contractor-provided facilities to support the field operation, the Contractor shall assume the duration of need for said facilities shall be the contract time period plus 50%. This applies to the following, at a minimum:

- A. Portable restroom
- B. Project field office
- C. Delineation
- D. Traffic control
- E. Access control / perimeter security
- F. Area lighting
- G. Project sign board
- H. Public awareness signage including portable message boards

10T-20 Measurement and Payment. Any costs connected with any of the general requirements outlined in this section including, shall be included in other items of work and no additional measurement or payment (compensation) will be made there for.

END OF ITEM C-10T

ITEM C-100 CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

- a. Provide qualified personnel to develop and implement the CQCP.
- b. Provide for the production of acceptable quality materials.
- c. Provide sufficient information to assure that the specification requirements can be met.
- d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

- a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.
- b. Discussion of the QA program.
- c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.
- d. Establish regular meetings to discuss control of materials, methods and testing.
- e. Establishment of the overall QC culture.

100-2 Description of program.

a. General description. The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least **10 calendar days** before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

100-3 CQCP organization. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.
- (4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must

include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
- (2) Performance of all QC tests as required by the technical specifications and paragraph 100-8.
- (3) Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

100-4 Project progress schedule. Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

100-5 Submittals schedule. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

100-6 Inspection requirements. QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

100-7 Contractor QC testing facility.

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

8.1.3 Equipment Calibration and Checks;

8.1.9 Equipment Calibration, Standardization, and Check Records;

8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, *Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation*:

7 Test Methods and Procedures

8 Facilities, Equipment, and Supplemental Procedures

100-8 QC testing plan. As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401)

b. Item description (e.g., Hot Mix Asphalt Pavements)

c. Test type (e.g., gradation, grade, asphalt content)

d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (e.g., plant technician)

g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

100-9 Documentation. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

a. **Daily inspection reports.** Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Summary of any necessary corrective actions
- (7) Safety inspection.
- (8) Photographs and/or video

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 Corrective action requirements. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

100-11 Inspection and/or observations by the RPR. All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 Noncompliance.

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

- (1)** Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or
- (2)** Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

- a.** With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.
- b.** When 25% or more of the original contract is earned, an additional 25%.
- c.** When 75% or more of the original contract is earned, an additional 25%.
- d.** After final inspection and acceptance of project, the final 25%.

BASIS OF PAYMENT

100-14 Payment. Payment for Contractor Quality Control Program shall be at the contract lump sum price for performing and complying with the work and requirements of this section. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary. The Contractor's bid price for this item shall not exceed five percent (5%) of the total amount of the bid.

Bid Item 3	Contractor Quality Control Program (5% Max)	Lump Sum
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REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

ITEM C-104T AIRPORT SAFETY AND PHASING

104T-1 Description.

The purpose of this section is to bring to the attention of the Contractor special safety regulations which are required when work is being performed on, or adjacent to operational areas of an airport.

A. Operational Safety on Airports During Construction

The Contractor's attention is directed to FAA AC-150/5370-2G, Operational Safety on Airports during Construction, included in the appendix of this contract book. All provisions, limitations, restrictions, etc., identified and included in this advisory circular are made a part of this specification book and the contractors' overall obligations for airport safety and security through reference here.

B. Construction Safety Phasing Plan (CSPP)

The Contractor's attention is directed to the Construction Safety Phasing Plan (CSPP), prepared specifically for this project, included in the appendix of this contract book. All provisions, limitations, restrictions, etc., identified and included in this plan are made a part of this specification book and the contractors' overall obligations for airport safety and security through reference here.

104T-2 Storage of Equipment and Materials.

All equipment and materials shall be stored in the designated area identified on the project layout plan and the Construction Safety Phasing Plans.

104T-3 Operation of Equipment.

Each piece of self-powered equipment or vehicle shall carry, displayed in full view above the vehicle or piece of equipment, a 3-foot square flag consisting of a checkered pattern of international orange and white squares of not less than one foot on each side. Any vehicle operating within the movement area during the hours of darkness should be equipped with a flashing amber dome-type light.

The Contractor shall seek and gain specific approval for operations of any equipment, cranes, booms, lifts, in excess of 20 feet in height. Work must be scheduled a minimum of 7 days in advance to allow for review of the proposed activity and issuance of any public notifications, NOTAM's, etc.

104T-4 Project Access.

- A. Refer to the project layout plan and CSPP for the contractor point of access to the airport. All vehicles must use haul routes designated by the Engineer to gain access to the various locations of work. Any deviation from designated haul routes must be approved, in advance, by the Engineer. The speed limit of 15 mph, maximum, shall be observed by all construction vehicles on the airport.
- B. Aircraft taxiing, taking off or landing, emergency vehicles, or airport vehicles shall have right-of-way over all construction vehicles. Active aircraft maneuvering areas shall be kept clean of dirt, sand, oil, and other foreign material and debris at all times.
- C. Contractor access to the project site is greatly restricted. Fully 100% of all access, to and from the project, including delivery of men, materials, and equipment servicing and fueling trucks, sanitary and solid waste servicing, Quality Control and Quality Assurance team members, utility company representatives, shall enter the airport property at the locations shown on the project plans.
- D. The contractor is encouraged to implement traffic control measures that will serve the effort through all levels of construction activity. Controlling contractor movement onto and within the Airport Operations Area (AOA) requires escorts and gate guards (sentry's).

104T-5 Limitations on Construction.

- A. Any open flame, welding, or torch-cutting operations are prohibited unless adequate fire and safety precautions are approved by the Engineer prior to commencement of said operations.
- B. Any open trenches, excavations and stockpiled material at the construction site should be prominently marked with red flags and/or cones and lighted by light units acceptable to the Engineer during hours of restricted visibility and/or darkness.

104T-6 Delineation of Work Areas.

The Contractor shall be responsible for clearly delineating the limits, or phases, of his operation. Delineation shall be installed in accordance with the typical delineation details shown on the plans. Delineation shall be installed at critical locations that facilitate pilot judgment regarding active movement areas. Delineation left overnight shall be clearly and adequately lighted. Batteries shall be replaced monthly. Water-filled delineators shall be inspected weekly. Leaky units shall be discarded and replaced immediately.

104T-7 Air-Band Radio.

The contractor's foreman shall have an air-band radio in his possession at all times while contractor forces are on the airfield. The radio shall have adequate battery capacity to assure full operation throughout the work period. The foreman shall be in a position to hear the radio and to direct workers in his charge, as necessary. The Bishop Airport Air-Band Radio frequency is 123.0 (CTAF/Unicom).

104T-8 Security and airfield access.

- A. Throughout the duration of the project, the security of the airport provided by the perimeter fence and access gates shall remain equal to the pre-project condition. The integrity of the perimeter fence shall remain intact during construction.
- B. Project improvements include removal of one automatic vehicle access gate and one manual vehicle swing gate, along with a portion of the airport's perimeter chain link fence in proximity to these gates. The work continues with installation of two new automatic vehicle access gates, one at each location, along with new chain link perimeter fence at each gate.
- C. Contractor to practice automatic gate protocol:
 - a. Contractor clear gate induction loops so gate can close, wait, and ensure gate contractor clear gate induction loops so gate can close, wait, and ensure gate closes with no other unauthorized user enters the airport.
 - b. Contractor is fully responsible for vehicles, equipment, or user that enter a gate contractor is fully responsible for vehicles, equipment, or user that enter a gate behind him.
 - c. Contractor must be prepared to deny access to anyone unauthorized for airport contractor must be prepared to deny access to anyone unauthorized for airport access.
 - d. Others with access authority not affiliated with the project will wait until your others with access authority not affiliated with the project will wait until your movement is complete. Do not attempt to accommodate.
- D. All vehicles and equipment entering the airport shall be labeled with the name of the all vehicles and equipment entering the airport shall be labeled with the name of the firm on at least two sides of the vehicle.
- E. All vehicles and equipment shall be equipped with an orange and white checkered safety all vehicles and equipment shall be equipped with an orange and white checkered safety flag (daytime) or rotating amber beacon (daytime or night time), at the highest point of the vehicle.

104T-9 Contractor Yard.

The Contractor is responsible for the establishment, maintenance, and general up-keep of the contractor yard and material storage area. The yard shall be kept neat and tidy, with all material stored in a clean, safe manner. The airport, the engineer, and any other project or airport representatives cannot be held responsible for loss, damage, or any other acts of destruction or vandalism. It is up to the contractor to fence his own yard. The contractor shall establish his own solid waste recycle / disposal program.

104T-10 Safety Plan Compliance Document.

The Contractor shall comply with the Construction Safety Phasing Plan (CSPP), prepared specifically for this project, included in the appendix of this contract book. In addition, the contractor must prepare a Safety Plan Compliance Document (SPCD) that outlines how the contractor intends to comply with the CSPP requirements. The Contractor shall comply with the following additional requirements, detailed within the CSPP:

- A. Generating of a Work Zone Lighting Plan showing the intent to comply with the minimum levels of illumination identified.
- B. Preparation, distribution, collection and maintenance of Third-Party Provider letters acknowledging the safety aspects and requirements of the project and assurance of compliance.

104T-11 Lighted Runway Closure Crosses. At the start of the project, the Contractor shall take ownership of two (2) airport-owned, trailer mounted, lighted, runway closure crosses and two (2) airport-owned canvas closure crosses. The contractor shall use, service, and maintain these crosses for the duration of the project, returning them to the airport at the conclusion and final acceptance of all work. Maintenance includes fueling, oil changes, oil filter changes, bulb replacement, and other industry-standard maintenance activities based on hours of operation. It does not include tire replacement. Crosses are to be kept on the airport, stored in the Contractors yard when not in use. During construction periods when the runway is closed, the Contractor shall move the crosses from the yard to the runway, set up and turn on, and then perform the same in reverse sequence at the end of each shift.

104T-12 Runway Closure. All work on this project is on the main runway at Bishop Airport, Runway 12-30. The work requires runway closure of Runway 12-30. For some work areas the main runway will require closure in addition to closure of one of the other two Runways: Runway 8-26 or 17-35. Refer to the phasing plans for schedule (closure) limitations. Each closure period shall be published via Notice to Airman (NOTAM), by the Airport Manager, with advance notice form the Contractor as indicated. All Contractor forces shall be clear of the RSA before the end of each closure period.

The Contractor shall install taxiway closed delineation and lighted runway closure crosses, in accordance with the details on the plans at those locations deemed necessary to prevent aircraft from accessing the runway and the work area. Delineation shall be installed at the start of each closure period, shall be maintained for the duration of each period, and shall be removed at the end of each shift.

During each closure period, Contractor forces shall include a radio monitor, tasked with monitoring the air-band radio. In the event aircraft report in an intent to land at Bishop Airport, it is the contractors air-band radio monitor who is tasked with: informing the pilot of the condition of the runway.

Prior to opening the runway, the contractor shall allow the RPR ample time to inspect and accept the constructed product, the overall condition of the work area, and the cleanliness of all airfield pavements, and circuit integrity. If necessary, the contractor shall address any shortcomings and gain inspector approval before opening. Prior to opening all construction equipment, materials, portable light plants, etc., shall be removed to outside the RSA.

It will be the RPR's final determination of successful and timely completion of all work and re-opening of the runway. Runway closure crosses must be removed before the designated end of the closure period. Prior to vacating the airport at the end of each closure shift, Contractor forces shall remain on-site until all electrical circuits have been re-activated and conformed operational by the Inspector.

104T-13 Taxiway Closure. The project requires significant taxiway closures to prevent traffic from entering the runway environment during construction. Taxiway closures shall comply with the phasing shown on the plans. The Contractor shall install and maintain taxiway closure delineation as shown on the plans for the duration of each shift. Prior to opening any taxiway, the Contractor shall thoroughly clean the taxiway, removing all dirt, dust, and deleterious material. He shall re-clean the pavement surface again after all delineation has been removed. Prior to opening any closed taxiway, the contractor shall gain inspector approval of the work completed, the overall condition of the taxiway, and the cleanliness of the pavement.

METHOD OF MEASUREMENT

104T-11 Basis of measurement and payment.

Measurement of Airport Safety and Security shall be on a lump sum basis for performing and complying with the work and requirements of this section. Measurement will occur in straight-line percentages, based on the overall progress of construction.

BASIS OF PAYMENT

104T-12 Payment.

Payment for Airport Safety and Security shall be at the contract lump sum price for performing and complying with the work and requirements of this section. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary. The Contractor's bid price for this item shall not exceed five percent (5%) of the total amount of the bid. In the event the project includes multiple bid schedules with multiple bid items for the work in this section, the maximum amount of each bid item shall not exceed five percent (5%) of the bid schedule total.

Payment will be made under:

Bid Item 2;	Airport Safety and Security (5% Max)	Lump Sum
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Such payments as described shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete these items of the work.

END OF ITEM C-104T

ITEM C-105 MOBILIZATION

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to **8% (eight percent)** of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. The Contractor shall provide dedicated space for the use of the engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, Wireless internet, and utility-provided electricity (no generator). The Field Office shall comply with the requirements of Section 8 – Facilities for Agency Personnel, Greenbook Specification, Class "A", The designated space, furniture, and facilities shall be for use by the Owner's on-site representative.

- A. It is the Contractors responsibility for establishing, maintaining, and paying for associated utility service (electricity and wireless internet) for the duration of the project.
- B. Contractor-provided Field Office shall include conference table and chairs for up to 10 attendees at the periodic progress meetings.
- C. Chemical toilet adjacent to field office is acceptable, if bathroom is not inside the trailer.
- D. Contractor to provide weekly cleaning including solid waste disposal.

105-5 Daily Dispatch.

- A. Contractor to provide Daily Dispatch Documentation to the RPR, including but not limited to:
 - a. Day, date, contract day number
 - b. Weather / working conditions
 - c. Shift (day / alternate)
 - d. General contractor men and equipment on site
 - e. General contractor equipment on site but not working.
 - f. Subcontractor men and equipment on site.
 - g. Subcontractor equipment on site but not working.
 - h. Material delivery.
- B. Daily Dispatch shall be e-mailed to the RPR at the end of each shift, no later than the end of the subsequent shift.
- C. Status of Daily Dispatch to be included in review and processing or periodic contractor progress payments.

METHOD OF MEASUREMENT

105-7 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 50% or more of the original contract is earned, an additional 25%.
- c. When 75% or more of the original contract is earned, an additional 35%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 15%.

BASIS OF PAYMENT

105-8 Payment.

Payment for mobilization shall be made at the contract lump sum price. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary. The Contractor’s bid price for Mobilization shall not exceed eight percent (8%) of the total amount of the bid. In the event the project includes multiple bid schedules with multiple Mobilization bid items, the maximum amount of each Mobilization bid item shall not exceed eight percent (8%) of the bid schedule total. Payments made for mobilization will be excluded from consideration in determining compensation under changed conditions.

Payment will be made under:

Bid Item 1	Mobilization (8% Max)	Lump Sum
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REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Part 3 – Sitework

ITEM P-101 PREPARATION/REMOVAL OF EXISTING PAVEMENTS

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces. The work shall be accomplished in accordance with these specifications and the applicable plans. Specifically, this item includes:

- A. Cold joint (and crack) cleaning, routing, filling, and sealing.
- B. Pavement Marking Removal.
- C. Removal and off-site disposal of waste material generated through removal efforts.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement. (Not Used)

101-3.2 Preparation of joints and cracks prior to overlay. (Not Used)

101-3.3 Removal of Foreign Substances/contaminates prior to seal-coat or remarking. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

high-pressure water, cold milling, or sandblasting may be used. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch (3 mm) deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of off airport property, in a legal manner, at the contractor's expense.

101-3.3.2T Removal of Existing Pavement Markings. Where designated on the plans, contractor shall remove existing pavement markings to 50%, removing loose chips, creating an acceptable surface before P-608 application. Marking removal shall be by means a high-pressure water unit with vacuum waste collection capabilities.

A small test area shall be performed with adjustments in water pressure as necessary to assure removal of pavement markings to the designated level while limiting damage to the pavement surface, in the presence of the RPR. All material collected shall be loaded into street-legal weighted tank trucks, hauled off the airport, and legally disposed.

The Contractor shall provide copies of disposal receipts for all loads hauled off-site. No material shall be dumped on-site. The cost for removal, hauling, and all disposal fees shall be paid by the contractor.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair. (Not Used)

101-3.5 Cold milling. (Not Used)

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

a. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

b. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. (Not Used)

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.

101-3.9.1 Preparation of Crack. Widen crack with router by removing a minimum of 1/16 inch (2 mm) from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

101-3.9.2 Removal of Existing Crack Sealant. Existing sealants will be removed by routing. Following routing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

101-3.9.3 Crack Sealant. Crack sealant material and installation will be in accordance with Item P-605.

METHOD OF MEASUREMENT

101-4.1 Crack Fill and Seal. The unit of measurement for remove vegetation, route, clean, fill, and seal joints and cracks on existing asphalt surface shall be the number of lineal feet of cracks and joints that have been cleaned, routed, filled, and sealed, as measured in the field.

101-4.2 Remove Pavement Markings. The unit of measurement for Obliterate Pavement Markings shall be the square foot, successfully obliterated to the percentage identified in this section, with full passage of the removal machine / equipment, for an overall dimensioned area, length by width.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Bid Item 3;	Crack Fill and Seal	Linear Foot
Bid Item 4;	Remove Pavement Markings to 50%	Square Foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

Part 8– Surface Treatments

ITEM P-608 EMULSIFIED ASPHALT SEAL COAT

DESCRIPTION

608-1.1 This item shall consist of the application of a emulsified asphalt surface treatment composed of an emulsion of natural and refined asphalt materials, water and a polymer additive, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including low-speed taxiways, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied as designated on the plans. The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term emulsified asphalt means an emulsion of natural and refined asphalt materials.

MATERIALS

608-2.1 Aggregate. The aggregate material shall be a dry, clean, dust and dirt free, sound, durable, angular shaped manufactured specialty sand, such as that used as an abrasive, with a Mohs hardness of 6 to 8. The Contractor shall submit the specialty sand manufacturer's technical data and a manufacturer's Certificate of Analysis (COA) indicating that the specialty sand meets the requirements of the specification to the RPR prior to start of construction. The sand must be approved for use by the RPR and shall meet the following gradation limits when tested in accordance with ASTM C136 and ASTM C117:

Aggregate Material Gradation Requirements¹

Sieve Designation (square openings)	Individual Percentage Retained by Weight
No. 10 (2.00 mm)	0
No. 14 (1.41 mm)	0-4
No. 16 (1.18 mm)	0-8
No. 20 (850 µm)	0-35
No. 30 (600 µm)	20-50
No. 40 (425 µm)	10-45
No. 50 (300 µm)	0-20
No. 70 (212 µm)	0-5
No. 100 (150 µm)	0-2
No. 200 (75 µm)	0-2

¹ Locally available sand or abrasive material that is slightly outside of the gradation requirements may be approved by the RPR with concurrence by the seal coat manufacturer for the use of locally available sand or abrasive material. The RPR and manufacturer's field representative should verify acceptance during application of Control strips indicated under paragraph 608-3.2.

The Contractor shall provide a certification showing particle size analysis and properties of the material delivered for use on the project. The Contractor's certification may be subject to verification by testing the material delivered for use on the project.

608-2.2 Asphalt Emulsion. The asphalt emulsion shall meet the properties in the following table:

Concentrated Asphalt Emulsion Properties

Properties	Specification	Limits
Viscosity, Saybolt Furol at 77°F (25°C)	ASTM D7496	20 – 100 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	57% minimum
Sieve Test	ASTM D6933	0.1% maximum
24-hour Stability	ASTM D6930	1% maximum
5-day Settlement Test	ASTM D6930	5.0% maximum
Particle Charge ¹	ASTM D7402	Positive 6.5 maximum pH

¹ pH may be used in lieu of the particle charge test which is sometimes inconclusive in slow setting, asphalt emulsions.

The asphalt material base residue shall contain not less than 20% gilsonite, or uintaite and shall not contain any tall oil pitch or coal tar material and shall contain no less than one percent (3%) polymer.

Tests on Residue from Distillation or Evaporation

Properties	Specification	Limits
Viscosity at 275°F (135°C)	ASTM D4402	1750 cts maximum
Solubility in 1, 1, 1 trichloroethylene	ASTM D2042	97.5% minimum
Penetration	ASTM D5	50 dmm maximum
Asphaltenes	ASTM D2007	15% minimum
Saturates	ASTM D2007	15% maximum
Polar Compounds	ASTM D2007	25% minimum
Aromatics	ASTM D2007	15% minimum

The asphalt emulsion, when diluted in the volumetric proportion of two parts concentrated asphalt material to one part hot water shall have the following properties:

Two-to-One Dilution Emulsion Properties

Properties	Specification	Limits
In Ready-to-Apply Form, two parts concentrate to one part water, by volume		
Viscosity, Saybolt Furol at 77°F (25°C)	ASTM D7496	5 – 50 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	38% minimum
Pumping Stability		Pass

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by the RPR before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt material storage and handling temperature shall be between 50°F - 160°F (10°C - 70°C) and the material shall be protected from freezing, or whenever outside temperature drops below 40°F (4°C) for prolonged time periods.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

608-2.3 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use. Water used in making and diluting the emulsion shall be potable, with a maximum hardness of 90ppm calcium and 15ppm magnesium; deleterious iron, sulfates, and phosphates maximum 7ppm, and less than 1ppm of organic byproducts. Water shall be a minimum of 140°F (60°C) prior to adding to emulsion.

608-2.4 Polymer. The polymer shall meet the properties in the following table:

Polymer Properties

Properties	Limits
Solids Content	47% to 65%, Percent by Weight
Weight	8.0 to 9.0 pounds/gallon (1.07 to 1.17 kg/L)
pH	3.0 to 8.0
Particle Charge	Nonionic/Cationic
Mechanical Stability	Excellent
Film Forming Temperature, °C	+5°C, minimum
Tg, °C	22°C, maximum

The manufacturer shall provide a copy of the Certificate of Analysis (COA) for the polymer used in the seal coat; and the Contractor shall include the COA with the emulsified asphalt COA when submitting to the RPR.

608-2.5 Seal Coat with Aggregate. The Contractor shall submit friction test data from no less than one of the airport projects identified under 608-2.2. The test data must be from the same project and include technical details on application rates, aggregate rates, and point of contact at the airport to confirm use and success of sealer with aggregate.

Friction test data in accordance with AC 150/5320-12, at 40 or 60 mph (65 or 95 km/h) wet, must include as a minimum; the friction value prior to sealant application; two values, between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value between 180 days and 360 days after the application. The results of the tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface.

Seal coat material submittal without required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

COMPOSITION AND APPLICATION RATE

608-3.1 Application Rate. The approximate amounts of materials per square yard (square meter) for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified dilution rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation.

Application Rate

Dilution Rate	Quantity of Emulsion gal/yd ²	Quantity of Aggregate lb/yd ²
2 : 1	0 . 17	0 . 40

608-3.2 Control areas and control strips. Prior to full application, the control strip must be accepted by the RPR. A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of both emulsion and aggregate to be approved by the RPR.

a. For taxiway, taxilane and apron surfaces. N/A.

b. For runway and high-speed exit taxiway surfaces. Prior to full application, the Contractor shall place two control strips, shown on the project Exhibit. The control strips shall be a minimum of 300 feet long by 12 feet wide, or width of anticipated application, whichever is greater, at varying application rates as recommended by the manufacturer's representative and acceptable to the RPR to determine appropriate application rate(s). The control strips should be separated by a minimum of 200 feet between control strips. **No skid resistance tests required for the control strips.**

The Control Strips shall be applied at different application rates determined by the Airport, RFP, and Contractor. After application, and appropriate cure time, the RPR will indicate what application rate to

use for full production. Full production shall not begin without the RPR's approval of an appropriate application rate(s).

CONSTRUCTION METHODS

608-4.1 Worker safety. The Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt emulsion product and sand and require workmen to follow the manufacturer's recommended safety precautions.

608-4.2 Weather limitations. The asphalt emulsion shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied in strong winds that interfere with the uniform application of the material(s), or when dust or sand is blowing or when rain is anticipated within eight (8) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 60°F (16°C) and rising. Seal coat shall not be applied when pavement temperatures are expected to exceed 130°F within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the emulsion. Should emulsion get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

608-4.3 Equipment and tools. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

a. Pressure distributor. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour (13 km per hour) or seven hundred (700) feet per minute (213 m per minute). The equipment will be tested under pressure for leaks and to ensure proper set-up before use. The Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a 12-foot (3.7-m), minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard (0.15 to 0.80 liters per square meter). These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively heat and mix the material to the required temperature prior to application in accordance with the manufacturer's recommendations.

The distributor shall be equipped with a hand sprayer to spray the emulsion in areas not accessible to the distributor truck.

b. Aggregate spreader. The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply sand to the emulsion in a single pass operation without driving through wet emulsion. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the sand at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. The RPR will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. The Contractor may consult the seal coat manufacturer representative for procedure and guidance. The sander shall have a minimum hopper capacity of 3,000 pounds (1361 kg) of sand. Push-type hand sanders will be allowed for use around lights, signs and other obstructions, if necessary.

c. Power broom/blower. A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

d. Equipment calibration. Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

608-4.4 Preparation of asphalt pavement surfaces. Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and then treat these areas with a spot primer.

608-4.5 Emulsion mixing. The application emulsion shall be obtained by blending asphalt material concentrate, water and polymer, if specified. Always add heated water to the asphalt material concentrate, never add asphalt material concentrate to heated water. Mix one part heated water to two parts asphalt material concentrate, by volume.

Add 3% polymer, by volume, to the emulsion mix. If the polymer is added to the emulsion mix at the plant, submit weight scale tickets to the RPR. As an option, the polymer may be added to the emulsion mix at the job site provided the polymer is added slowly while the asphalt distributor truck circulating pump is running. The mix must be agitated for a minimum of 15 minutes or until the polymer is mixed to the satisfaction of the RPR.

608-4.6 Application of asphalt emulsion. The asphalt emulsion shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated treatment area. The asphalt emulsion should be applied at a temperature between 130°F (54°C) and 160°F (70°C) or in accordance with the manufacturer's recommendation.

If low spots and depressions greater than 1/2 inch (12 mm) in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee until the pavement surface is free of any pools of excess material.

During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred.

608-4.7 Application of aggregate material. Immediately following the application of the asphalt emulsion, friction sand at the rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt emulsion in a single-pass operation simultaneous with the sealer application.

The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material, and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the sand shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, the Contractor shall clean areas of excess or loose aggregate and remove from project site.

QUALITY CONTROL (QC)

608-5.1 Manufacturer's representation. The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist the Contractor and RPR in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in the Contractor's bid price.

608-5.2 Contractor qualifications. The Contractor shall provide documentation to the RPR that the seal coat Contractor is qualified to apply the seal coat, including personnel, and equipment, and has made at least three (3) applications similar to this project in the past two (2) years.

MATERIAL ACCEPTANCE

608-6.1 Application rate. The rate of application of the asphalt emulsion shall be verified at least twice per day.

608-6.2 Friction tests. A friction test shall be performed between three and ten days after application of P-608 in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be performed. The friction tests shall be performed at 40 mph and 60 mph both wet, 15 feet to each side of runway centerline with approved continuous friction measuring equipment (CFME). The Contractor shall coordinate testing with the RPR and provide the RPR a written report of friction test results. The RPR shall be present for testing.

METHOD OF MEASUREMENT

608-7.1 Asphalt surface treatment. The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by the RPR.

The Contractor must furnish the RPR with the certified weigh bills when materials are received for the asphalt material used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

BASIS OF PAYMENT

608-8.1 Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by the RPR. This price shall be full compensation for all surface preparation, furnishing all materials,

delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, and any costs associated with furnishing a qualified manufacturer's representative to assist with control strips.

608-8.2 Payment shall be made at the contract unit price per lump sum for friction testing and all work required to meet AC 150/5320-12.

Payment will be made under:

Bid Item 6;	Emulsified Asphalt Seal Coat	Square Yard
Bid Item 7;	Friction Test	Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C117	Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D5	Standard Test Method for Penetration of Asphalt Materials
ASTM D244	Standard Test Methods and Practices for Emulsified Asphalts
ASTM D2007	Standard Test Method for Characteristic Groups in Rubber Extender and Processing Oils and Other Petroleum-Derived Oils by the Clay-Gel Absorption Chromatographic Method
ASTM D2042	Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene
ASTM D2995	Standard Practice for Estimating Application Rate of Bituminous Distributors
ASTM D4402	Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer
ASTM D5340	Standard Test Method for Airport Pavement Condition Index Surveys

Advisory Circulars (AC)

AC 150/5320-12	Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces
AC 150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements

END OF ITEM P-608

Part 9– Miscellaneous

ITEM P-605 JOINT SEALANTS FOR PAVEMENTS

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

CONSTRUCTION METHODS

605-3.1 Time of application. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 Equipment. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, **ten (10) days prior to use on the project.**

- a. **Tractor-mounted routing tool.** Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.
- b. **Hand tools.** Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.
- c. **Hot-poured sealing equipment.** The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

605-3.3 Installation of sealants. cracks shall be inspected by the RPR to ensure all existing joint sealant, debris, and vegetation has been removed.

Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to $\pm 1/16$ inch below bottom of groove as shown on the details on the plans. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 Inspection. The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 Clean-up. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

Refer to Item P-101 Preparation/Removal of Existing Pavements for measurement of joint repair.

BASIS OF PAYMENT

No separate payment will be made for this section. Refer to Item P-101 Preparation/Removal of Existing Pavements for Joint Repair payment.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt]

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
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END ITEM P-605

ITEM P-620 RUNWAY AND TAXIWAY MARKING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of aprons, service roads, runways, and taxiways, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate (max)	Type	Application Rate Minimum
II	White	37925	115 ft ² /gal	III	10 lb/gal
II	Yellow	33538 or 33655	115 ft ² /gal	III	10 lb/gal
II	Black	37038	115 ft ² /gal	III	No Beads

For two coat markings, glass beads to be used on second coat. No glass beads required for first coat.

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used for Type III shall be 100% cross linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-l with intensities equal to those produced by an acrylic resin known to be 100% cross linking.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III.

Glass beads for red and pink paint shall meet the requirements for Type I Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 readings shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m ² /lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than ¹	100	75	10

¹ Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the

RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of markings shall be paid for shall be measured by the number of square feet. For new, two coat, applications, the quantity is measured from the **exposed** pavement marking.

BASIS OF PAYMENT

620-5.1 Bid prices shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

Payment will be made under:

Bid Item 8	Pavement Markings: Two Coat – White and Yellow	Square Foot
Bid Item 9	Pavement Markings: Two Coat – Black	Square Foot

Refer to Section P-101 for Payment of pavement marking removal effort.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24

Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D Beads (Glass Spheres) Retro-Reflective

FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne

FED STD 595 Colors used in Government Procurement

Commercial Item Description A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

C 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

ITEM P-621 SAW-CUT GROOVES

DESCRIPTION

621-1.1 This item consists of constructing saw-cut grooves to minimize hydroplaning during wet weather, providing a skid resistant surface in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR).

CONSTRUCTION METHODS

621-2.1 Procedures. The Contractor shall submit to the RPR the grooving sequence and method of placing guide lines to control grooving operation. Transverse grooves saw-cut in the pavement must form a 1/4 inch (+1/16 inch, -0 inch) wide by 1/4 inch ($\pm 1/16$ inch) deep by 1-1/2 inch (-1/8 inch, +0 inch) center-to-center configuration. The grooves must be continuous for the entire runway length. They must be saw-cut transversely (perpendicular to centerline) in the runway and high-speed taxiway pavement to not less than 10 feet from the runway pavement edge to allow adequate space for equipment operation.

The saw-cut grooves must meet the following tolerances. The tolerances apply to each day's production and to each piece of grooving equipment used for production. The Contractor is responsible for all controls and process adjustments necessary to meet these tolerances. The Contractor shall routinely spot check for compliance each time the equipment aligns for a grooving pass.

a. Alignment tolerance. The grooves shall not vary more than $\pm 1\text{-}1/2$ inch (38 mm) in alignment for 75 feet (23 m) along the runway length, allowing for realignment every 500 feet (150 m) along the runway length.

b. Groove tolerance.

(1) Depth. The standard depth is 1/4 inch (6 mm). At least 90% of the grooves must be at least 3/16 inch (5 mm), at least 60% of the grooves must be at least 1/4 inch (6 mm), and not more than 10% of the grooves may exceed 5/16 inch (8 mm).

(2) Width. The standard width is 1/4 inch (6 mm). At least 90% of the grooves must be at least 3/16 inch (5 mm), at least 60% of the grooves must be at least 1/4 inch (6 mm), and not more than 10% of the grooves may exceed 5/16 inch (8 mm).

(3) Center-to-center spacing. The standard spacing is 1-1/2 inch (38 mm). Minimum spacing 1-3/8 inch (34 mm). Maximum spacing 1-1/2 inch (38 mm).

Saw-cut grooves must not be closer than 3 inches (8 cm) or more than 9 inches (23 cm) from transverse joints in concrete pavements. Grooves must not be closer than 6 inches (150 mm) and no more than 18 inches (0.5 m) from in-pavement light fixtures. Grooves may be continued through longitudinal construction joints. Where neoprene compression seals have been installed and the compression seals are recessed sufficiently to prevent damage from the grooving operation, grooves may be continued through the longitudinal joints. Where neoprene compression seals have been installed and the compression seals are not recessed sufficiently to prevent damage from the grooving operation, grooves must not be closer than 3 inches (8 cm) or more than 5 inches (125 mm) from the longitudinal joints. Where lighting cables are installed, grooving through longitudinal or diagonal saw kerfs shall not be allowed.

621-2.2 Environmental requirements. Grooving operations will not be permitted when freezing conditions prevent the immediate removal of debris and/or drainage of water from the grooved area.

Discharge and disposal of waste slurry shall be the Contractor's responsibility, off the airport in a facility licensed to receive / process said waste slurry.

621-2.3 Control strip. Groove a control strip in an area of the pavement outside of the trafficked area, as approved by the RPR. The area shall be 25 feet long by two lanes wide. Demonstrate the setup and alignment process, the grooving operation, and the waste slurry disposal.

621-2.4 Existing pavements. Bumps, depressed areas, bad or faulted joints, and badly cracked and/or spalled areas in the pavement shall not be grooved until such areas are adequately repaired or replaced.

621-2.5 New pavements. New asphalt and Portland cement concrete pavements shall be allowed to cure for a minimum of 30 days before grooving, to allow the material to become stable enough to prevent closing of the grooves under normal use. If it can be demonstrated that grooves are stable, and can be installed with no spalling, tearing or raveling of the groove edge, grooving may occur sooner than 30 days with approval of the RPR. All grade corrections must be completed prior to grooving. Spalling along or tearing or raveling of the groove edges shall not be allowed.

621-2.6 Grooving machine. Provide a grooving machine that is power driven, self-propelled, specifically designed and manufactured for pavement grooving, and has a self-contained and integrated continuous slurry vacuum system as the primary method for removing waste slurry. The grooving machine shall be equipped with diamond-saw cutting blades, and capable of making at least 18 inches (0.5 m) in width of multiple parallel grooves in one pass of the machine. Thickness of the cutting blades shall be capable of making the required width and depth of grooves in one pass of the machine. The cutting head shall not contain a mixture of new and worn blades or blades of unequal wear or diameter. Match the blade type and configuration with the hardness of the existing airfield pavement. The wheels on the grooving machine shall be of a design that will not scar or spall the pavement. Provide the machine with devices to control depth of groove and alignment.

621-2.7 Water supply. Water for the grooving operation shall be provided by the Contractor.

621-2.8 Clean-up. During and after installation of saw-cut grooves, the Contractor must remove from the pavement all debris, waste, and by-products generated by the operations to the satisfaction of the RPR. Clean-up of waste material must be continuous during the grooving operation. Flush debris produced by the machine to the edge of the grooved area or pick it up as it forms. The dust coating remaining shall be picked up or flushed to the edge of the area if the resultant accumulation is not detrimental to the vegetation or storm drainage system. Accomplish all flushing operations in a manner to prevent erosion on the shoulders or damage to vegetation. **Waste material must be disposed of in an approved manner. Waste material must not be allowed to enter the airport storm sewer system. The Contractor must dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.**

621-2.9 Repair of damaged pavement. Grooving must be stopped and damaged pavement repaired at the Contractor's expense when directed by the RPR.

621-2.10 Production rate. The time allocated for grooving and the extent of grooving to occur is such that the Contractor must furnish sufficient equipment to groove the entire area within the designated time period. Prior to initiating the grooving operation, the Contractor shall submit a written plan and schedule detailing how he intends on proceeding with the grooving. The documents shall clearly show in detail how he intends on meeting the production requirements and contract time schedule.

ACCEPTANCE

621-3.1 Acceptance testing. Grooves will be accepted based on results of zone testing. All acceptance testing necessary to determine conformance with the groove tolerances specified will be performed by the RPR.

Instruments for measuring groove width and depth must have a range of at least 0.5 inch (12 mm) and a resolution of at least 0.005 inch (0.13 mm). Gauge blocks or gauges machined to standard grooves width, depth, and spacing may be used.

Instruments for measuring center-to-center spacing must have a range of at least 3 inches (8 cm) and a resolution of at least 0.02 inch (0.5 mm).

The RPR will measure grooves in five zones across the pavement width. Measurements will be made at least three times during each day's production. Measurements in all zones will be made for each cutting head on each piece of grooving equipment used for each day's production.

The five zones are as follows:

- Zone 1 Centerline to 5 feet (1.5 m) left or right of the centerline.
- Zone 2 5 feet (1.5 m) to 25 feet (7.5 m) left of the centerline.
- Zone 3 5 feet (1.5 m) 25 feet (7.5 m) right of the centerline.
- Zone 4 25 feet (7.5 m) to edge of grooving left of the centerline.
- Zone 5 25 feet (7.5 m) to edge of grooving right of the centerline.

At a random location within each zone, five consecutive grooves sawed by each cutting head on each piece of grooving equipment will be measured for width, depth, and spacing. The five consecutive measurements must be located about the middle blade of each cutting head ± 4 inches (100 mm). Measurements will be made along a line perpendicular to the grooves.

- Width or depth measurements less than 0.170 inch (4 mm) shall be considered less than 3/16 inch (5 mm).
- Width or depth measurements more than 0.330 inch (8 mm) shall be considered more than 5/16 inch (8 mm).
- Width or depth measurements more than 0.235 inch (6 mm) shall be considered more than 1/4 inch (6 mm).

Production must be adjusted when more than one groove on a cutting head fails to meet the standard depth, width, or spacing in more than one zone.

METHOD OF MEASUREMENT

621-4.1 The quantity of grooving to be paid for shall be the number of square yards of grooving performed in accordance with the specifications and accepted by the RPR per paragraph 621-3.1.

BASIS OF PAYMENT

621-5.1 Payment for saw-cut grooving. Payment for saw-cut grooving will be made at the contract unit price per square yard for saw-cut grooving. This price shall be full compensation for furnishing all

materials, and for all preparation, delivering, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Bid Item 5 Sawcut Grooves Square Yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
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END OF ITEM P-621



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

July 9, 2024

Reference ID:
2024-399

Update on Issues of Interest from Western Counties Alliance

Board of Supervisors

NO ACTION REQUIRED

ITEM SUBMITTED BY

Board of Supervisors

ITEM PRESENTED BY

WCA Executive Director Ken Brown

RECOMMENDED ACTION:

Receive an update on legislation and advocacy efforts from Western Counties Alliance Executive Director Ken Brown.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has been a member of Western Counties Alliance (WCA) for many years. WCA is a non-profit organization established with the purpose of giving western counties greater influence on federal policies in support of well-managed multiple use of public lands and natural resources. Additionally, WCA supports strong economic development and reasonable, sensible environmental protection.

Executive Director Ken Brown will be giving your Board an annual update on topics that include Payment-in-Lieu of Taxes (PILT), Secure Rural Schools (SRS) funding, geothermal activities, sage grouse, wild horses and burros, RS2477 (roads), and the Clean Water Act and 1872 Mining Law.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010100
Budgeted?	Yes	Object Code	5311
Recurrence	Annually		
Current Fiscal Year Impact			
The County pays \$2,500 every year in membership dues to Western County Alliance. The 2025 dues have already been paid out of the FY 23-24 Budget.			
Future Fiscal Year Impacts			
2026 dues, if the Board wishes to continue membership in the organization, will be paid out of the FY 24-25 Board of Supervisors Budget.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decline to hear the update.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Western Counties Alliance Presentation Materials

APPROVALS:

Darcy Ellis	Created/Initiated - 6/28/2024
Darcy Ellis	Approved - 6/28/2024
Nate Greenberg	Final Approval - 6/30/2024



Western Counties Alliance

Ken Brown-Executive Director

Agenda

1. Payment in Lieu of Taxes (PILT)
2. Secure Rural Schools (SRS)
3. Geothermal
4. Sage Grouse
5. Wild Horse Burro (WHB)
6. RS2477 Roads
7. Clean Water Act and 1872 Mining Law
8. Other Issues



Western Counties Alliance

Ken Brown-Executive Director

Items WCA Primarily Focuses On

The Western Counties Alliance (WCA) is a non-profit organization established for the purpose of giving western counties greater influence on federal policies in support of well managed multiple use of the public lands and natural resources. Additionally, WCA supports a strong economic development process and reasonable, sensible environmental protection.

- Payment in lieu of taxes (PILT)
- Secure Rural Schools (SRS)
- Wild Horse Burro (WHB)
- Sage Grouse
- RS 2477 Roads
- Mineral Revenue
- Wilderness
- Grazing Issues
- Public Land Transfer
- Geothermal
- Clean Water Act
- 1872 Mining Law



Western Counties Alliance

Payment-in-Lieu-of-Taxes

PILT is a federal program put into law by the Congress in 1976 for the purpose of compensating counties for the services they provide on non-taxable federal land. Some of the services are road maintenance, search and rescue, law enforcement, fire protection and emergency medical. This program was first funded in 1977.

Counties usually receive PILT payments in June of each year. PILT money is paid directly to counties. Counties receive an amount of money per acre relating to the number of acres of public land in each county. Counties can put PILT money in their general fund. This money can be utilized for any governmental purpose. The different categories of public land PILT is paid on are national forests, BLM, Indian reservations, military installation, national monuments and land under jurisdiction of the US Fish and Wildlife Service.

When PILT was put into law, there were two categories for funding on a formula basis, Alternative A and Alternative B. Alternative A is population, acreage and prior year payments. Prior year payment means when counties receive special federal money such as mineral lease, geothermal, secure rural schools and grazing, this type of money is deducted from PILT payments. In order for counties to avoid PILT deductions they need to set up a special service district.

In the early stages of PILT, the program was capped at \$105 million with no inflationary adjustment. In the early 1990's, Legislation was passed by Congress to lift the cap and provide an inflationary adjustment. PILT was never fully funded until legislation was passed by the Congress in 2007 and funded in 2009. The PILT program is administered by the Department of Interior.

More than 670 million acres of public land is under the jurisdiction of the federal government with the majority in the West. Some states have more than 60% federal land. Forty-nine of the fifty states receive PILT payments. Rhode Island is the only state that does not receive PILT money.

The existing PILT funding formula has been in effect since 1976. The formula is very complex and expensive to the taxpayer. The Congress needs to consider changing the formula and pay the entities who receive PILT an amount of money per acre which would make the process more fair and equitable across the board and less complex and expensive to the taxpayer.



Western Counties Alliance

The following nine states do not participate in SRS program

1. Connecticut
2. Delaware
3. Hawaii
4. Iowa
5. Kansas
6. Maryland
7. Massachusetts
8. New Jersey
9. Rhode Island

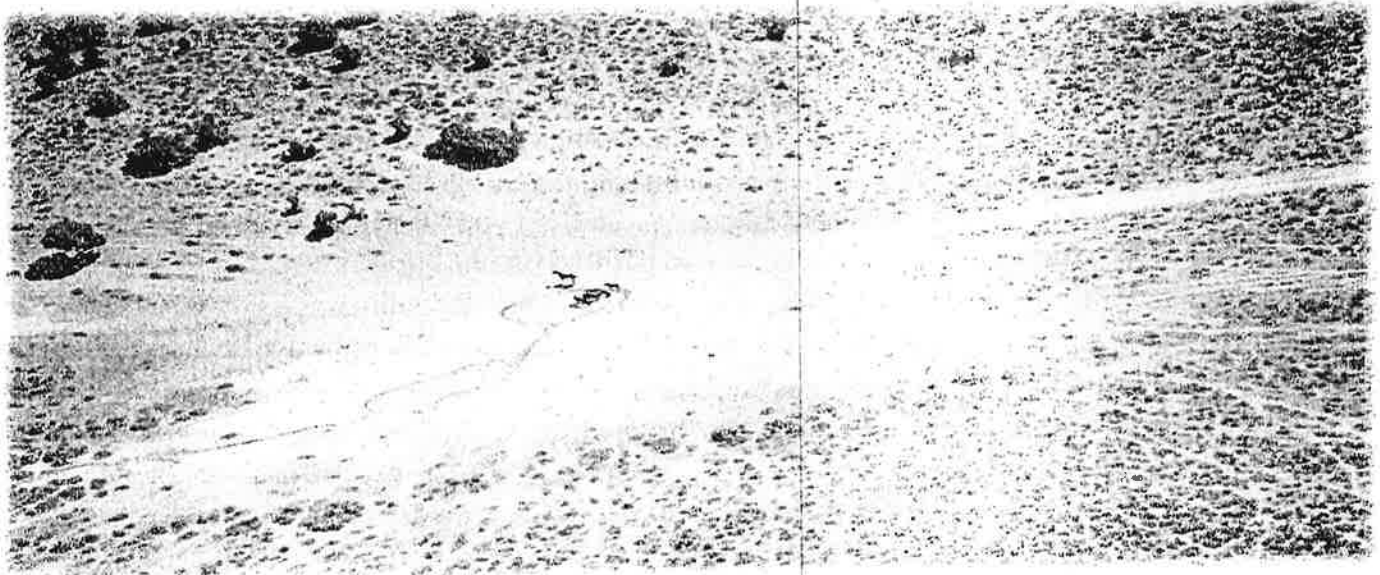
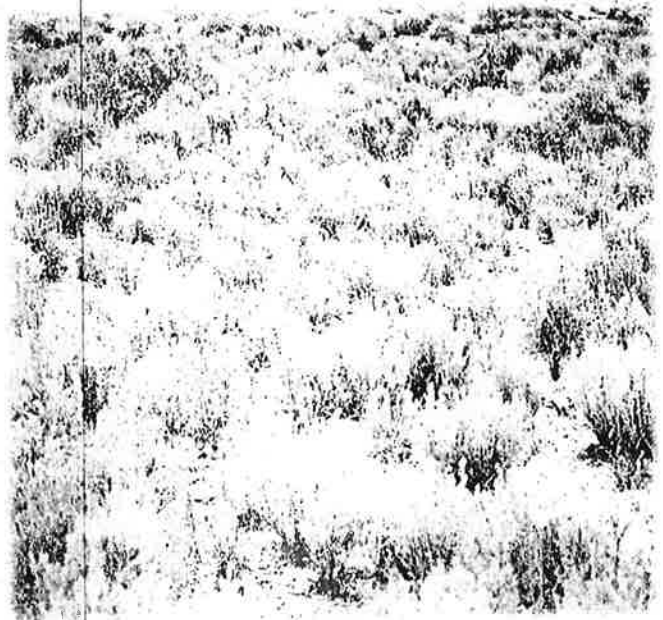
Healthy Range Equals Healthy Wild Horses and Burros

The Bureau of Land Management's mission is to sustain the health, diversity, and productivity of America's public lands for the use and enjoyment of present and future generations. It administers more public land – over 245 million surface acres – than any other Federal agency in the United States. Most of this land is located in the 12 Western states, including Alaska. The Bureau of Land Management (BLM) manages the nation's wild horses and burros on 26.9 million acres. So, why doesn't the BLM turn the excess wild horses and burros out on the remaining 218.1 million acres? Why doesn't the BLM remove all livestock to make more room for wild horses and burros? Why does the BLM say the animals do not have enough water and forage for the population, when they have millions of acres? The answers all tie to healthy rangelands to ensure healthy animals. Here are some of the reasons why BLM manages as it does:

- It takes approximately 800 pounds of air dried forage to sustain one horse or two burros for one month. Most western rangelands produce only a few hundred pounds or less of vegetation per acre annually, compared to the central and eastern United States which can produce several hundred pounds of vegetation per acre annually. Some rangelands have steep slopes or soil types that produce less vegetation per acre. The health of rangelands is compromised in years of severe drought and abnormal precipitation levels. (See photos on back page.)
- Wild horses and burros typically graze on a continuous basis year-round. This year-round use by wild horse and burros results in greater impacts to plant communities than does controlled livestock grazing use, because forage plant seed production and stronger plant roots and soil cover may not be achieved. In addition, antelope, mule deer, elk, small animals and birds depend on the same forage. Rangelands in poor ecological health can be replaced with species that are less nutritious and increase potential risk for wildfire.
- Throughout the Western states, water can be a scarce resource. Animals may travel several miles to reach a water source, only to find it evaporated. In many areas, the only available water source for wild horses or burros is on private lands. The BLM partners with private ranchers and volunteers to build and maintain water sources and, in times of drought, the BLM may haul water to an area. However, as the saying goes, you can lead a horse to water, but you can't make it drink. These are wild animals; therefore, they do not always respond positively to the effort.
- Congress limits the management of wild horses and burros to the 42.4 million acres of public land where the animals existed in 1971. Over the years, certain areas were determined to be unsuitable for managing wild horses or burros; therefore, BLM now manages them on 26.9 million acres.
- Of the 245 million acres of public lands managed by the BLM, livestock grazing is authorized on 157 million acres under the provisions of the 1934 Taylor Grazing Act. The Federal Land Policy and Management Act (1976) and the Public Rangelands Improvement Act (1978) also recognize public lands livestock grazing as a legitimate and valued use of public lands. BLM records indicate there has been a 30 % reduction in actual livestock use from 1971 through 2011, in consideration of forage availability and forage allocations in land-use plans.



- If the land is compromised, so is the health of the wild horses and burros and other wildlife, leading to death by dehydration or starvation.
- Top left photo is an example of poor range conditions in a wild horse HMA. Top right photo is an example of good range conditions in a non-HMA. The silvery plant is called winterfat and is most valued as winter forage. It will decrease under heavy, continuous grazing. Is considered only fair forage for cattle. Bottom photo is an example of a dried spring, June 2011. Key water source for 40 wild horses. Notice the extensive number of horse trails coming into the area.



866-4MUSTANGS (866-468-7826) blm.gov
twitter.com/BLMNational
facebook.com/BLMWildHorseAndBurro
youtube.com/BLMNational



U.S. Department of the Interior
 Bureau of Land Management
 Wild Horse and Burro Program

MANAGED wild populations

28

The BLM conducted 28 gather operations across the West focused on applying fertility control and reducing overpopulation

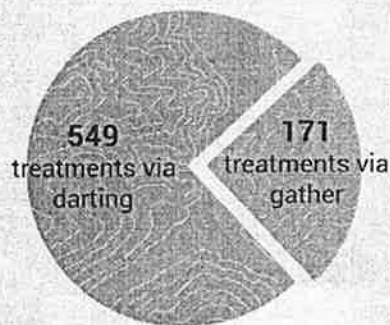
<0.35%

Safety during gathers remained a top priority.

Reflecting the BLM's commitment to animal welfare, the loss rate during gathers was less than 0.35% of the animals gathered, which is well below the general threshold of 2% suggested for wildlife studies (Scasta, 2019)

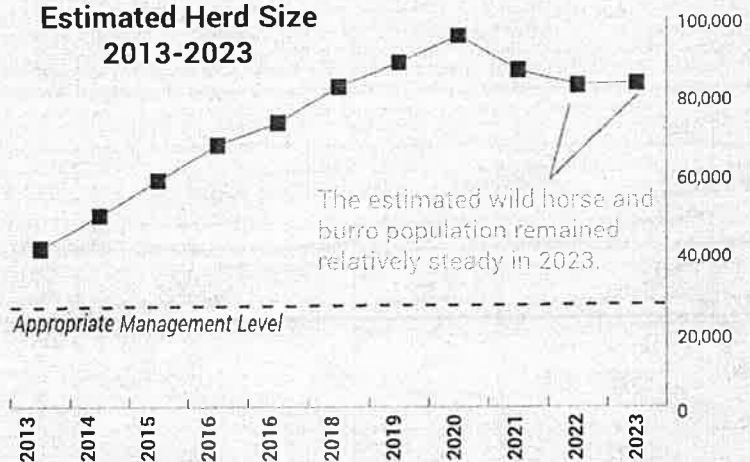
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About a quarter of all fertility control treatments were conducted via gather. Half of all fertility control treatments in Fiscal Year 2023 used GonaCon-Equine, compared to about a third of treatments in Fiscal Year 2022.



REDUCED herd growth

Estimated Herd Size
2013-2023

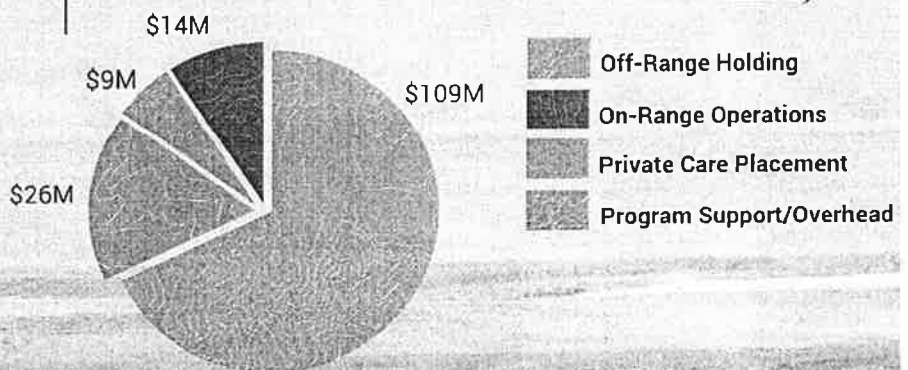


Despite recent success at reducing overpopulation and stabilizing herd growth, the estimated wild horse and burro population (82,883 animals as of March 2023) remains three times appropriate management level - the size at which the wild horse and burro population is in balance with rangeland resources and uses.

CARED for unadopted animals

The majority of expenditures continue to go towards caring for unadopted and unsold animals in off-range facilities. As herds reach appropriate management level, holding costs are projected to decrease.

Total expenditures: \$158 million



U.S. Department of the Interior
Bureau of Land Management
Wild Horse and Burro Program

For more information, visit [BLM.gov/WHB](https://www.blm.gov/WHB)

or call (866) 468-7826 •    

NATIONAL WILD HORSE AND BURRO ADVISORY BOARD

Wild Horse and Burro Research

Dr. Ursula Bechert, DVM, Ph.D.

Term Expires: 01/11/2024

Natural Resource Management

Mr. James French

Term Expires: 01/11/2024

Public Interest (Equine Behavior)

Ms. Tammy Pearson

Term Expires: 01/11/2024

Wild Horse and Burro Advocacy

Ms. Celeste Carlisle

Term Expires: 08/25/2025

Veterinary Medicine

Dr. Tom Lenz, DVM

Term Expires: 08/25/2025

Public Interest (Special Knowledge of Natural Resources Management)

Dr. Barry Perryman, Ph.D.

Term Expires: 08/25/2025

Humane Advocacy

Ms. Susan S. McAlpine

Term Expires: 09/06/2026

Wildlife Management

Dr. Gwenllian Iacona, Ph.D.

Term Expires: 09/06/2026

Livestock Management

Mr. Varlin Higbee

Term Expires: 09/06/2026

To contact a board member, please e-mail dboothe@blm.gov

Website List (Updated 10/20/2023)



Western Counties Alliance

RS 2477

A. Organize RS2477 Road Committee

1. County Commissioners
2. Business
3. Public Education
4. Farm Bureau
5. Cattleman
6. NRCS
7. County Road Department
8. Hunting Groups
9. Recreation
10. Petroleum
11. Mining

B. Review Current Maps

1. Local, State, Federal

C. Complete Road Inventory with Pictures

D. Assert Claim to Inventory

E. Four Options

1. Quiet Title (Very Good)
2. Recordation (Good)
3. Recordable Disclaimer (poor)
4. Title Five (very poor)

F. In order for American Public Lands to be effectively and efficiently managed relating to multiple use, valid access is imperative.



Western Counties Alliance

THE IMPORTANCE OF COAL

Misinformation and political attack on coal energy will threaten jobs and drive up energy costs for American Families.

Coal energy has become the undue focus of so called environmental activists and the scapegoat for climate change enthusiasts. Past proposed regulations by the Environmental Protection agency pose a real and significant threat to the viability of coal produced power across America.

At a time when the economic prosperity and security of our country is at tenuous, now is not the time to handicap our ability to utilize the vast naturally occurring energy resources available in America. Coal is an extremely efficient energy source that provides low cost power across our country.

America particularly in the west has a vast amount of coal reserve ready to be harvested and utilized in a well managed way. According to the U.S. Energy Information Administration, the United States has nearly 262 billion tons of recoverable coal reserves. That equates to a 235 year supply at current rate of use. The fact that some federal authorities are trying to remove our ability to utilize over two centuries of energy for future generations is disturbing.

Nationwide coal generates approximately half of the electricity utilized in America. Any proposed regulations and other anti coal efforts, if allowed to take effect, will cripple the coal industry infrastructure which, once gone, will be very hard to redevelop.

Coal is the most affordable source of the reliable power sources, compared to other power sources. Given the vast coal reserves, the coal industry has the potential to continue to provide consistently low cost power in America.

Not only are coal fired power plants a cost effective means of generating electricity, but it is a viable commodity. The coal industry is to be commended for using the most modern technology and equipment to remove any impurities prior to emissions. Regulated emissions from coal based electricity generation have decreased overall by 40 percent since the 1970s while coal use has doubled according to government statistics. If this example of American ingenuity is allowed to progress, coal production and energy will only continue to improve in efficiency.

In addition, coal production provides a vast amount of jobs which is good for the local, state, and federal economy. Not only that, but each coal mining job creates additional 3.5 jobs elsewhere in the economy.

The importance of abundant coal and our ability to use it is vital. Coal has a connection to our economic and energy security and we should do all we can to support continuance of this important industry in America.



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

July 9, 2024

Reference ID:
2024-507

2023-2024 Annual Military Equipment Report and Community Engagement Meeting Sheriff

NO ACTION REQUIRED

ITEM SUBMITTED BY

Office of the Sheriff

ITEM PRESENTED BY

Juan Martinez, Undersheriff

RECOMMENDED ACTION:

Receive Inyo County Sheriff's Office 2023-2024 Military Equipment Annual Report and hold community engagement meeting.

BACKGROUND / SUMMARY / JUSTIFICATION:

California Assembly Bill No. 481 (AB 481), which codified Chapter 12.8 to Division 7 of Title 1 of the Government Code, commencing with section 7070, created certain requirements regarding law enforcement use and acquisition of certain equipment. The legislative intent behind AB 481 was to increase the public transparency by which California law enforcement agencies fund, acquire, and use "military equipment." Inyo County adopted Ordinance 1280 in response to AB 481. The term "military equipment," as used in Ordinance 1280, does not necessarily indicate equipment used by the military. The majority of the equipment defined by this ordinance and possessed by the Sheriff's Office is employed by most law enforcement agencies across the country to enhance citizen and officer safety.

Ordinance 1280 requires the Sheriff's Office to obtain Board of Supervisors approval before taking specific actions relating to the funding, acquisition, and/or use of equipment defined by the ordinance as "military equipment." In addition, California Government Code Section 7072 requires the Sheriff's Office to submit an annual military equipment report to the Board of Supervisors each year for as long as the military equipment is available for use, and to hold a community engagement meeting at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

This agenda item is before your Board to provide the required annual review and community engagement meeting.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. 2023-2024 Sheriff's Military Equipment Report

APPROVALS:

Riannah Reade	Created/Initiated - 6/24/2024
Darcy Ellis	Approved - 6/25/2024
Riannah Reade	Approved - 6/25/2024
John Vallejo	Approved - 6/27/2024
Nate Greenberg	Approved - 6/30/2024
Stephanie Rennie	Final Approval - 7/1/2024



Inyo County Sheriff's Office
Military Equipment Annual Report 2023-2024
June 30, 2024

On June 21, 2022, the Inyo County Board of Supervisors passed and adopted Inyo County Ordinance 1280 under California Assembly Bill No. 481 (AB 481), which codified Chapter 12.8 to Division 7 of Title 1 of the Government Code, commencing with section 7070. The legislative intent behind AB 481 was to increase the public transparency by which California law enforcement agencies fund, acquire, and use "military equipment."

Ordinance 1280 requires the Sheriff's Office to obtain Board of Supervisors approval before taking specific actions relating to the funding, acquisition, and/or use of equipment defined by the ordinance as "military equipment." The term "military equipment," as used in Ordinance 1280, does not necessarily indicate equipment used by the military. The majority of the equipment defined by this ordinance and possessed by the Sheriff's Office is employed by most law enforcement agencies across the country to enhance citizen and officer safety. In addition, California Government Code Section 7072 requires the Sheriff's Office to submit an annual military equipment report to the Board of Supervisors each year for as long as the military equipment is available for use.

The Sheriff's Office shall make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use and hold a community engagement meeting within 30 days of posting the report to the department website. The report shall include the following information for the immediately preceding year:

1. A summary of how the military equipment was used and the purpose for its use.
2. A summary of any complaints or concerns received concerning the military equipment.
3. The results of any internal audits, and information about violations of the Sheriff's Office Military Equipment Policy 704, and any actions taken in response.
4. The total annual cost for each type of military equipment and the source of funds to cover such expenses.
5. The quantity possessed for each type of military equipment.
6. Whether there is intent to acquire additional military equipment in the next year, and if so, the quantity sought for each type of equipment.

This report shall cover the period from July 1, 2023, through June 30, 2024.

Command-and-Control Vehicles

- The Sheriff's Office has two (2) command and control vehicles, a Radio Truck and a Command Post Trailer. These vehicles are deployed during critical incidents, search and rescue operations, and pre-staged events to transport specialized equipment, provide a mobile office, shelter, and access to Sheriff's Office computer systems.

- Usage

- o The Radio Truck was deployed to one (1) Sheriff's Special Enforcement Detail (SED) incident in an allied agency jurisdiction.

- Equipment Costs

- o Approximately \$851.00 was spent on new tires.

- o There were no complaints received regarding the use of this equipment.

- o There were no discoveries of any inappropriate use of this equipment.

Robots (Unmanned, Remotely Piloted, Powered Ground Vehicles)

- The Sheriff's Office has two (2) unmanned ground vehicles (robot). This equipment is utilized by the Sheriff's SED team to remotely gain visual/audio data, carry equipment, open doors, facilitate disposal of hazardous devices, and clear buildings without exposing deputies to hazardous situations. They may be deployed during high-risk situations such as searches for wanted subjects, barricaded subjects, and hostage rescues. They may also be used to inspect hazardous materials, possible explosive devices, and other hazardous situations.

- Usage

- o The Robot was used two (2) times during Sheriff's SED Operations. Both involved the search of residences of violent suspects in the service of search warrants.

- Equipment Costs

- o There were no new costs related to this equipment.

- o There were no training costs as the training for this equipment is Sheriff's SED team training.

- There were no complaints received regarding the use of this equipment.

- There were no discoveries of any inappropriate use of this equipment.

Unmanned Aircraft System (UAS)

- The Sheriff's Office has four (4) Unmanned Aircraft Systems (UAS). This equipment is utilized by the Sheriff's SED team to remotely gain visual/audio data, carry equipment, open doors, facilitate disposal of hazardous devices, and clear buildings without exposing deputies to hazardous situations. They may be deployed for search and rescue operations to assist personnel in rescuing

individuals in dangerous conditions and locating missing persons. They may be deployed during high-risk situations such as searches for wanted subjects, barricaded subjects, and hostage rescues. They may also be used to inspect hazardous materials, possible explosive devices, and other hazardous situations.

- Usage

- o Seven (7) times for crime scene documentation.
- o Six (6) times for calls for service related to Sheriff's SED Operations.
- o Fourteen (14) times for calls for service in Sheriff's Patrol Operations.
- o Two (2) times for Search and Rescue Operations.

- Equipment Costs

- o Approximately \$858.00 was spent for maintenance during FY 23-24.
- o There were no training costs for training for this equipment.

- There were no complaints received regarding the use of this equipment.

- There were no discoveries of any inappropriate use of this equipment.

Night Vision Optics

- The Sheriff's Office has eleven (11) Night Vision Optics. The optics are issued to members of the Sheriff's SED team and are utilized during times of darkness. Their intent is to enhance night-time vision during situations that may place members at risk.

- Usage

- o The optics are issued to Sheriff's SED members. The optics are deployed whenever Sheriff's SED members are deployed. This includes regular calls for service, planned operations, other patrol functions, and during training.

- Equipment Costs

- o \$3,300.00 was spent through the Department of the Navy leasing contract.
- o There were no training costs as the training for this equipment is Sheriff's SED team training.

- There were no complaints received regarding the use of this equipment.

- There were no discoveries of any inappropriate use of this equipment.

Rifles

- The Sheriff's Office has forty-six (46) .223 caliber rifles and one (1) .308 caliber rifle. These are precision weapons intended to address a deadly threat with more accuracy from a greater distance

than a handgun, such as an encounter with an armed barricaded suspect. They also provide greater penetration of soft body armor than a handgun.

- Equipment Costs

- o There were no equipment costs for FY23-24 on Rifles.

- o There were no additional costs associated as additional training for this equipment was incorporated into existing training and range qualifications.

- There were no complaints received regarding the use of this equipment.

- There were no discoveries of any inappropriate use of this equipment.

Explosive Breaching Tools

- The Sheriff's Office has two (2) specialized 12-gauge shotguns that are utilized to breach doors and other locking components. This equipment is used by the Sheriff's SED team to breach doors, walls, and/or windows to provide a tactical advantage quickly and effectively during critical incidents.

- Usage

- o There were no instances of 12-gauge breaching rounds or explosive materials being utilized during this period.

- Equipment Costs

- o Approximately \$250 was spent to outfit two (2) existing 12-gauge shotguns from the Sheriff's Office inventory.

- o Approximately \$831.25 was spent to purchase specialized 12-gauge rounds and explosive materials utilized to breach doors, windows, and other locking components.

- There were no complaints received regarding the use of this equipment.

- There were no discoveries of any inappropriate use of this equipment.

Suppressors

- The Sheriff's Office has fifteen (15) 5.56/.223 caliber rifle suppressors and one (1) .30 caliber rifle suppressor. Two (2) of the 5.56/.223 suppressors are currently damaged. The Sheriff's Office intends to transfer these two units back to the manufacturer in 2024, per prior agreement.

The suppressors are issued to members of the Sheriff's SED team to aid in sound and concussion suppression on their rifles. Their intent is to reduce decibel and concussive exposure to the rifle operators and anyone else in proximity.

- Usage:

- o The suppressors are attached to Sheriff's SED member rifles. The suppressors are deployed whenever Sheriff's SED member rifles are deployed. This includes calls for service, planned operations, other patrol functions, and during training.

- Equipment Costs

- o There were no new costs related to this equipment.
 - o There were no training costs as the training for this equipment is incorporated into existing Sheriff's SED team training.

- There were no complaints received regarding the use of this equipment.

- There were no discoveries of any inappropriate use of this equipment.

40 MM Launchers and Rounds

- The Sheriff's Office has four (4) 40mm single-launchers, forty-four (44) direct impact sponge 40mm rounds, twenty-four (24) direct impact OC rounds and thirty-two (32) direct impact CS rounds. The Sheriff's Office also has forty-six (46) Ferret 40mm liquid CS rounds and forty-six (46) Ferret 40mm liquid OC rounds. These launchers are less lethal tools designed to be used from a distance to compel potentially violent suspects to cease dangerous actions and/or comply with arrest.

- Usage

- o Zero (0) times a 40mm launcher was fired at a suspect.
 - o Zero (0) times a 40mm chemical agent round was deployed.

- Equipment Costs

- o There were no new costs related to this equipment.
 - o There were no training costs as the training for this equipment is incorporated into the existing department and Sheriff's SED team training.

- There were no complaints received regarding the use of this equipment.

- There were no discoveries of any inappropriate use of this equipment.

- The Sheriff's Office intends to purchase an additional three (3) 40mm launchers and approximately 150 direct impact 40mm rounds from the existing 2024-2025 fiscal budget. The additional 40mm launchers and rounds will be purchased for issuance to new employees and/or replacement of broken/damaged equipment. The actual number of 40mm launchers and rounds purchased will be provided in the 2024-2025 Military Equipment Annual Report.

Less Lethal Launchers and Munitions

- The Sheriff's Office currently has four (4) Tippmann launchers and three (3) FTC Pepper Ball launchers. The Sheriff's Office also has 4,500 Live projectiles and 8,250 Pepper Ball inert projectiles. These launchers are less lethal tools designed to be used from a distance to compel potentially violent suspects to cease dangerous actions and/or comply with arrest.

- Usage

- o Three (3) times a Pepper Ball less lethal launcher was fired at a subject(s) in the jail.

- Equipment Costs

- o There were no new costs related to this equipment.

- o There were no training costs as the training for this equipment is incorporated into existing Sheriff's SED and Jail SERT (Special Emergency Response Team) team training.

- There were no complaints received regarding the use of this equipment.

- There were no discoveries of any inappropriate use of this equipment.

- The Sheriff's SED and Jail SERT teams intend to purchase additional less lethal launchers and munitions from the 2024-2025 fiscal budget to meet needed inventory requirements. The actual number of lethal launchers and munitions purchased will be provided in the 2024-2025 Military Equipment Annual Report.

OC/ CS Grenades

- The Sheriff's Office currently has thirty-seven (37) OC grenades and forty-two (42) CS grenades. Grenades are devices to compel potentially violent suspects to cease dangerous actions and/or comply with arrest. They are used to deploy various types of less lethal or special-purpose munitions during crowd control, riot control, and other situations where less-lethal force is required. Sheriff's SED and Jail SERT teams utilize OC/CS grenades to provide a tactical advantage during critical incidents such as high-risk search warrants and/or arrests of armed and violent subjects.

- Usage

- o There were no instances of OC/CS Grenades utilized during this period.

- Equipment Costs

- o There were no new costs related to this equipment.

- o There were no training costs as the training for this equipment is incorporated into existing Sheriff's SED team training.

- There were no complaints received regarding the use of this equipment.

- There were no discoveries of any inappropriate use of this equipment.

- There is no current intent to seek additional equipment in this category.

Distraction Devices (Noise Flash Diversionary Devices)

- The Sheriff's Office has twenty (20) low roll reloadable body distraction devices. Distraction devices produce a loud "bang" and white light to cause short-term physiological/psychological sensory overload. The Sheriff's SED team utilizes distraction devices to provide a tactical advantage during critical incidents such as high-risk search warrants, arrests of armed and violent subjects, and hostage rescues.

- Usage
 - o One (1) time during the service of a high-risk search warrant by Sheriff's SED.
- Equipment Costs
 - o The Sheriff's Office spent \$1,103.97 on reload fuses for the reloadable body distraction devices.
 - o There were no training costs as the training for this equipment is incorporated into existing Sheriff's SED team training.
- There were no complaints received regarding the use of this equipment.
- There were no discoveries of any inappropriate use of this equipment.
- The Sheriff's Office intends to purchase additional distraction devices from the 2024-2025 fiscal year budget to meet needed inventory requirements. The actual number of distraction devices purchased will be provided in the 2024-2025 Military Equipment Annual Report.

-End of Report-



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

July 9, 2024

Reference ID:
2024-400

Zone Text Amendment 2023-01 - SB9 Two-Unit Development Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Visuano, Associate Planner

ITEM PRESENTED BY

Danielle Visuano, Associate Planner

RECOMMENDED ACTION:

- A) Waive the first reading of and conduct a public hearing on a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 18.84 to the Inyo County Code Implementing Regulations for the California Home Act (State Senate Bill 9) as it Relates to Two-Unit Development;"
- B) Find the adoption of the ordinance is not considered a project under CEQA pursuant to Government Code section 65852.21(j) and under section 2100 et Seq. of the Public Resources Code, and is Categorically Exempt from CEQA according to section 15303 of the CEQA Guidelines 15303 (Class 3); and
- C) Approve said ordinance.

BACKGROUND / SUMMARY / JUSTIFICATION:

Staff has drafted a proposed ordinance to amend Chapter 18.84 - SB9 Two Unit Development of the Inyo County Code. This proposed ordinance will incorporate the Senate Bill 9 requirements for state mandated implementation of Two-Unit Development with additional recommendations addressing areas SB9 allows for local agencies to provide for their own needs in implementing the legislation.

BACKGROUND

On September 16, 2021, Governor Newsom signed SB9 which became effective January 1, 2022. As part of the bill is the requirement that proposed Two-Unit Development within certain identified single-family residential zones to be considered ministerially, without discretionary review or hearing, if the proposed Two-Unit Development meets certain SB9 requirements of Government Code section 65852.21.

APPLICABILITY OF SB9 OVERARCHING CONDITIONS

First, to determine which single-family residentially zoned parcels fall within the scope of SB9 under Government Code section 65852.21(a)(1), the boundary of the U.S. Census Bureau urbanized area needs to be determined and applied to areas in the county. According to the U.S. 2020 Census Bureau information, there is only one urbanized area in Inyo County. This area covers much of the Bishop area. In assessing which single-family residential zones in the Bishop area fall within the U.S. Census urbanized area, the City of Bishop area and the Bishop Paiute Tribal area cannot be considered since they are not in the County's area of jurisdiction. The City of Bishop is incorporated and is its own jurisdictional entity and the Tribal area falls under Tribal sovereignty. The areas which are within the U.S. Census urbanized area and have the possibility to propose Two-Unit Development are the generalized areas of: Dixon, Early Pond, McLaren, Grandview, Fairview, Sunset and Sunrise, with the zone designation of Rural Residential (RR), R1 Districts - One-Family Residence (R1) and Open Space (OS) (Map attached).

Second, once an application is determined to fall within an urbanized area, the application must be reviewed to determine if it meets the other overarching criteria of SB9.

A Two-Unit Development is prohibited in areas with the following property designations:

1. Prime farmland or farmland of statewide importance
2. Wetlands
3. Within a very high fire hazard severity zone (with limitations)
4. A hazardous waste site (with exceptions)
5. Within a delineated earthquake fault zone (with exceptions)
6. Within a flood zone (with exceptions)
7. Identified for conservation or under conservation easement
8. Habitat for protected species
9. Historic Properties – located in state or local historic districts, or properties designated as historic landmarks

In addition to the areas SB9 prohibits Two-Unit Development, SB9 also provides detailed eligibility requirements. A Two-Unit Development shall be considered ministerially, if the development meets the following eligibility requirements:

1. The Two-Unit Development would not require demolition or alteration of existing housing that:
 1. Is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to person and families of moderate, low, or very low income.
 2. Is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 3. Has been occupied by a tenant in the last three (3) years
2. Ellis Act Properties – where the Ellis Act was used to evict tenants at any time in the last fifteen (15) years
3. The Two-Unit Development would not result in the demolition of more than twenty-five percent (25%) of the existing exterior structural walls unless the site has not been occupied by a tenant in the last three (3) years.
4. Any units developed pursuant to SB9 must be rented for a term longer than thirty (30) days.

FOCUSED APPLICATION REVIEW ANALYSIS

SB9 Review Requirements

Applications for SB9 Two-Unit Development must be ministerially reviewed without any

discretionary/subjective review pursuant to Government Code section 65852.21(a).

Environmental Review

Not only are applications to be reviewed ministerially, pursuant to Government Code section 65852.21(j), which is the code section addressing SB9 Two-Unit Development, the County may adopt an ordinance to implement the provisions of Government Code section 65852.21, and such an ordinance shall not be considered a project under the California Environmental Quality Act (CEQA). Further, the proposed ordinance that implements provisions of SB9 is not considered a project under Section 21000 et seq. of the Public Resources Code, and is Categorically Exempt from CEQA according to Section 15303 of the CEQA Guidelines 15303 (Class 3). The proposed ordinance would create consistency and amend Inyo County Code requirements to reflect State law, the proposed ordinance will not have a significant effect on the environment and, therefore, the activity is not subject to CEQA.

Objective Review Standards

SB9 provides that only objective zoning and design standards shall be utilized for structural development, and no standards shall physically preclude the construction of two (2) units of less than eight hundred (800) square feet each, per parcel, with no rear or side setback being greater than five (5) feet. However, there shall be no setback requirements for a new residence constructed in the same location and to the same dimensions as an existing structure that is being demolished. Further, an application cannot be rejected because it proposes adjacent or connected structures provided the structures meet the building code safety standards and are sufficient to allow separate conveyance.

Application Denial

Two-Unit Development projects that otherwise meet the requirements of SB9 may only be denied if the Building Official determines it will result in a specific, adverse impact on health and safety and there is no feasible way to mitigate the impact. Staff has recommended that specific, adverse impact be defined, pursuant to Government Code section 65589.5(d)(2) covering the Housing Element requirements for the General Plan, as: a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

Staff Recommended Additional Assessments

Additional Review Requirements

SB9 allows a local agency to impose objective zoning standards that do not conflict with the SB9 Two-Unit Development Government Code section 65852.21. In light of the option to impose additional objective standards and taking into consideration the restrictions for SB9 Two-Unit Development, staff is recommending the County include the following objective standards to the proposed SB9 Two-Unit Development ordinance:

- **Easements** – Easements must be provided for public services and utilities to all newly constructed units.
- **Access** – Each unit must have access to a public right of way.
- **Parking** – No more than one (1) parking space per unit shall be required. No parking space is required for properties within one-half (1/2) mile walking distance of either a high-quality transit corridor or a major transit stop, or within one block of a car share. SB9 does not require parking but allows the option for up to one (1) space per unit.

- **Front Setback** – The front setback for new development under SB9 can be reduced to a minimum of ten (10) feet.
- **Rear and Side Setbacks** – SB9 allows a local agency the option to impose a four (4) foot rear and side setback. However, staff recommends implementing a five (5) setback for both the rear and side as needed to be consistent with current standards, unless a four (4) foot setback is necessary to fit two 800 square foot dwelling units on a parcel as required by SB9.
- **Septic Percolation Test** - The applicant may be required to provide a percolation test completed within the last five (5) years, or if the percolation test has been recertified, within the last ten (10) years based upon review by the Inyo County Department of Health.

Total Number of Units

Under SB9 owners can build two new primary dwellings on a vacant lot or if there is an existing home applicants can add one more primary dwelling to the lot. State law allows for one Accessory Dwelling Unit (ADU) and one Junior Accessory Dwelling Unit (JADU) per one single-family dwelling which could result in 6 units on a single-family parcel. However, nothing under SB 9 requires a local agency to allow more than four units on one lot. As such, staff is recommending that each primary dwelling on a SB9 Two-Unit lot be allowed either one ADU or one JADU which could result in a maximum total of 4 units on a single-family residentially zoned parcel as reflected in the draft ordinance under 18.84.020 definition of “Two-Unit Development.”

Deed Restrictions

In order for a SB9 Two-Unit Development to be reviewed for possible approval, an application must meet the eligibility requirements as discussed above. Two of these requirements are:

- The parcel can only be used for residential purposes
- A dwelling unit cannot be rented for 30 days or under

Staff recommends these requirements be reflected in a deed restriction recorded for the parcel. It is recommended because it not only memorializes that the parcel was developed as a SB9 Two-Unit Development, but it also gives notice to future buyers of the limitations placed on the parcel with the use of SB9.

Additionally, staff also recommends the following be memorialized in a deed restriction:

- Prohibition of any separate conveyance of a primary dwelling, any separate fee interest and any common interest development within the lot.

Separate conveyance of a dwelling from the land gives rise to a disconnect between ownership interests such as a “landowner” (the person who owns the land) and the “Property owner” (the person who owns the building). If land is owned separately from the structure, it may lead to a type of landlord and tenant type of scenario. The result could lead to land use and legal disputes, maintenance, liability issues and evictions that are recommended by staff to be avoided. To prevent these types of relationships and problems staff highly recommends the prohibition of separate conveyance and any common interest development be recorded in a deed especially considering the Two-Unit Development is the development of two (2) primary dwelling units.

Expiration of Approval

SB9 does not provide a time limit for an applicant to take action on an approved application for a SB9 Two-Unit Development. Staff recommends a requirement that an approved application shall expire one

(1) year after the application is approved if the applicant does not take reasonable steps to construct the Two-Unit Development. This will allow for more accurate housing reporting for the County and prevent delays in construction that could lead to, or affect, other future actions to include impacts on infrastructure and public services and facilities.

COMMENT

On the morning prior to the Planning Commission hearing, the Planning Department received a call and email comment from the Eastern Sierra Community Service District (District). The comment was discussed at the Planning Commission hearing (comment attached). The Planning Department will take the concerns of the District into consideration when reviewing applications for Two-Unit Development and contact the District to determine the availability of permits for any proposed application and associated construction.

PLANNING COMMISSION

The Planning Commission reviewed the comment received and the staff's draft ordinance provided and conducted a public hearing on April 24, 2024 and adopted a Resolution (attached) by a 3-1 vote to recommend that the Board of Supervisors approve the Ordinance. No substantive issues were brought forward during the hearing.

ENVIRONMENTAL REVIEW

Pursuant to Government Code section 65852.21(j), the County may adopt an ordinance to implement Government Code section 65852.21 and such an ordinance shall not be considered a project under the CEQA. Further, the proposed ordinance that implements provisions of SB9 is not considered a project under Section 21000 et seq. of the Public Resources Code, and is Categorically Exempt from CEQA according to Section 15303 of the CEQA Guidelines 15303 (Class 3).

GENERAL PLAN CONSISTENCY

Applications for a SB9 Two-Unit Development fall within the State SB9 mandate. SB9 applications are not subject to the General Plan density requirements.

ZONING ORDINANCE CONSISTENCY

ZTA 2023-01 is being proposed to implement and bring the Inyo County Code into compliance with the State's SB9 mandate.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	Yes / No	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the requested action or return to staff with direction.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Building and Safety, Environmental Health Departments and the Eastern Sierra Community Service District.

ATTACHMENTS:

1. Ordinance 1306 - Two Unit Development
2. Deed Restriction Agreement
3. Planning Commission Resolution
4. Comment

APPROVALS:

Danielle Visuano	Created/Initiated - 6/13/2024
Darcy Ellis	Approved - 6/14/2024
Christian Milovich	Approved - 7/2/2024
John Vallejo	Approved - 7/2/2024
Nate Greenberg	Final Approval - 7/2/2024

ORDINANCE NO.

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, ADDING CHAPTER 18.84 TO THE INYO COUNTY CODE
IMPLEMENTING REGULATIONS FOR THE CALIFORNIA HOME ACT (STATE
SENATE BILL 9) AS IT RELATES TO TWO-UNIT DEVELOPMENT**

WHEREAS, on September 16, 2021, Governor Newsom approved Senate Bill 9 (California Housing Opportunity and More Efficiency [HOME] Act) (SB9) adding Government Code Sections 65852.21; and

WHEREAS, SB9 took effect on January 1, 2022; and

WHEREAS, SB9 requires all cities and counties to ministerially review and approve two types of projects, if specific criteria are met: 1) a Second Dwelling Unit in a defined single-family residential zone; and 2) a subdivision of one lot into two resultant lots in a defined single-family residential zone (referred to as an “Urban Lot Split”); and

WHEREAS, SB9 allows local agencies to impose objective zoning, and design review standards, as those terms are defined in Government Code Section 65852.21(b)(1) on Two-Unit Development projects subject to certain limitations; and

WHEREAS, pursuant to Government Code Sections 65852.21(j), a local government may adopt an ordinance to implement SB9; and

WHEREAS, staff now proposes that Chapter 18.84 be added to the Inyo County Code to implement the requirements of SB9 as they pertain to Urban Lot Splits; and

WHEREAS, pursuant to Government Code Section 65852.21(j), the County may adopt an ordinance to implement Government Code Section 6585.21 for Two-Unit Development and such ordinance shall not be considered a project. Further, the proposed ordinance implements provisions of SB9 are not considered a project under Section 21000 et seq. of the Public Resources Code, and is Categorically Exempt from CEQA according to Section 15303 of the CEQA Guidelines 15303 (Class 3); and

WHEREAS, on April 24, 2024, the Inyo County Planning Commission held a public hearing to adopt a Resolution recommending that the Board adopt an Ordinance to implement the portions of SB9 related to Two-Unit Development, and through a separate Resolution recommended an Ordinance to implement the portions of SB9 relating to Urban Lot Splits.

NOW, THEREFORE, the Board of Supervisors, County of Inyo finds and ordains as follows:

SECTION I. The recitals above are incorporated herein as findings.

SECTION II. Chapter 18.84 of the Inyo County Code is hereby added to read as follows:

Chapter 18.84 SB9 Districts - Two-Unit Development

SECTION III. Chapter 18.84.010 of the Inyo County Code is hereby added to read as follows:

18.84.010 Purpose and intent.

"The purpose of this Chapter is to regulate Senate Bill 9 (SB9) Two-Unit Developments within defined single family residential zones as provided by Government Code Sections 65852.21 in order to allow for ministerial approval of certain Two-Unit Development projects."

SECTION IV. Chapter 18.84.020 of the Inyo County Code is hereby added to read as follows:

"18.84.020 Definitions.

For purposes of this Chapter all terms shall have the meanings given in Government Code Section 65852.21 unless otherwise defined herein. The following definitions shall apply:

- A. "ADU"** means an Accessory Dwelling Unit as defined by Chapter 18.
- B. "Car share vehicle"** means a motor vehicle that is operated as part of a regional fleet by a public or private care sharing company or organization and provides hourly or daily service.
- C. "JADU"** means a Junior Accessory Dwelling Unit as defined by Chapter 18.
- D. "Local agency"** means a county.
- E. "Lower income household"** has the meaning set forth in Health & Safety Code Section 50079.5.
- F. "Moderate income household"** has the meaning set forth in Health & Safety Code Section 50093.
- G. "Single-Family Residential Zoning District"** means R1 Zones (One Family Residence), RR Zones (Rural Residential) and OS Zones (Open Space) as defined in Chapter 18 of the Inyo County Code, for which single-family residences are the

only dwelling unit allowed, and which does not allow two-family residences or multi-family residences, and is located in the Bishop urbanized area, but does not include the areas of the City of Bishop or the Bishop Paiute Indian Reservation. The Bishop urbanized area is determined by the U.S. Census, and this boundary, current at the time of application, will be used to determine if the application qualifies for an Urban Lot Split. This District's urbanized zone(s) shall be updated by reference with each decennial update by the U.S. Census Bureau.

- H. "Two-Unit Development"** means a development that proposes up to two (2) primary units on a single-family zoned parcel in accordance with California Government Code Section 65852.21 and this Chapter. Each primary unit developed under SB9 Two-Unit Development is allowed one ADU or JADU.
- I. "Urban Lot Split"** means a SB9 subdivision of an existing single-family parcel into no more than two (2) separate parcels that meets all the criteria and standards set forth in Chapter 16.
- J. "Very low-income household"** has the meaning set forth in Health & Safety Code Section 50105."

SECTION V. Chapter 18.84.030 of the Inyo County Code is hereby added to read as follows:

"18.84.030 Urban Lot Split.

SB 9 Urban Lot Split provisions are included in Title 16, SB9 Districts – Urban Lot Split."

SECTION VI. Chapter 18.84.040 of the Inyo County Code is hereby added to read as follows:

"18.84.040 Two-Unit Development.

- A. Application Review.** The Planning Department shall ministerially review an application for a Two-Unit Development and shall approve the application if all applicable requirements are met including but not limited to the criteria in Government Code Section 65852.21 and this Chapter.
- B. Lot Location.** The Planning Department shall determine if the Two-Unit Development meets all the following location requirements:
 - 1. The parcel shall be located within a Single-Family Residential Zoning District.

2. The Two-Unit Development shall not be located on a site that is any of the following:
 - a. Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.
 - b. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).
 - c. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178 of the Government Code, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the specified hazard zones by the county, pursuant to subdivision (b) of Section 51179 of the Government Code, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.
 - d. A hazardous waste site that is listed pursuant to Section 65962.5 of the Government Code or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.
 - e. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by the building department under Chapter 12.2

(commencing with Section 8875) of Division 1 of Title 2 of the Government Code.

- f. Within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph, the County shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by the County that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met (1) the site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the County; or (2) the site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.
- g. Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the County shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by the County that is applicable to that site.
- h. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan

pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

- i. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).
- j. Lands under conservation easement.
- k. A historic district or property included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1, or within a site that is designated or listed as a County landmark or historic property or historic district pursuant to a County ordinance.

C. No Impact on Protected Housing: The proposed Two-Unit Development shall not require demolition or alteration of any of the following types of housing:

- 1. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low-income.
- 2. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
- 3. A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.
- 4. Housing that has been occupied by a tenant in the last three (3) years.
- 5. The proposed Two-Unit Development does not include the demolition of more than twenty-five (25) percent of the existing exterior structural walls unless the site has not been occupied by a tenant in the last three (3) years.

D. Lot and Unit Standards. For Two-Unit Development proposed on a parcel shall comply with all objective zoning standards, and objective design review standards applicable to the parcel as provided in the zoning district in which the parcel is located; provided, however, that:

1. The Planning Director, or their designee, shall modify or waive any standard if the standard would have the effect of physically precluding the construction of up to two (2) units on the parcel or that would physically preclude either of the two (2) units from being at least eight hundred (800) square feet in floor area. Any modifications of development standards shall be the minimum modification necessary to avoid physically precluding two (2) units of eight hundred (800) square feet on the parcel.
2. Notwithstanding Section (D)(1) above, required rear and side yard setbacks may equal five (5) feet as necessary to be consistent with current standards, unless a four (4) foot setback is necessary to fit two 800 square foot dwelling units on a parcel as required by SB9. No setback shall be required for an existing legally created structure or a structure constructed in the same location and to the same dimensions as an existing legally created structure.
3. Front yard setbacks may be reduced to ten (10) feet.
4. Dwelling units created by a Two-Unit Development shall be used for residential uses only and shall not be used for rentals of less than thirty (30) days.

E. Utilities and Services.

1. The proposed Two-Unit Development shall provide a separate gas, electric and water utility connection directly between each primary dwelling unit and the utility. The applicant is responsible for providing the required easements.
2. For a Two-Unit Development connected to an onsite wastewater treatment system (septic), the applicant may be required to provide a percolation test completed within the last five (5) years, or if the percolation test has been recertified, within the last ten (10) years based upon review by the Inyo County Department of Health.

3. Proposed adjacent or connected dwelling units shall be allowed if they meet building code safety standards and are designed to sufficiently allow separate conveyance.

F. Parking. One (1) off-street parking space shall be required per unit constructed pursuant to the procedures in this Chapter, except that no parking may be required where:

1. The parcel is located within one-half mile walking distance of either a stop located in a high-quality transit corridor, as defined in Public Resources Code Section 21155(b), or a major transit stop, as defined in Public Resources Code Section 21064.3; or
2. There is a designated parking area for one or more car-share vehicles within one block of the parcel.

G. Deed Restrictions. Prior to the issuance of a building permit, the applicant shall record a restrictive covenant and agreement in the form prescribed by the county counsel, which shall run with the land and provide for the following:

1. A limitation restricting the property to residential uses only.
2. A requirement that any dwelling units on the property shall be rented or leased only for a period of longer than thirty (30) days.
3. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.
4. The County Administrator or designee is authorized to enter into the covenant and agreement on behalf of the County and to deliver any approvals or consents required by the covenant.
5. No removal or modification of the recorded deed restrictions shall occur without County approval, or State laws that supersede current deed restriction requirements.

H. Specific Adverse Impacts. In addition to the criteria listed in this section, a proposed Two-Unit Development may be denied if the building official makes a written finding, based on a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact upon public health and safety or the physical environment, for which there is no feasible

method to satisfactorily mitigate or avoid the specific, adverse impact. A “specific adverse impact” is a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation and eligibility to claim a welfare exemption are not specific health or safety impacts.

- I. Enforcement.** The County shall be authorized to abate violations of this Chapter and to enforce the provisions of this Chapter and all implementing agreements and affidavits by civil action, injunctive relief, and any other proceeding or method permitted by law to include Title 22 of the Inyo County Code. Remedies provided for in this Chapter shall not preclude the County from any other remedy or relief to which it otherwise would be entitled under law or equity.
- J. Expiration of Approval.** The approval of a SB9 Two-Unit Development shall become null and void if construction is not commenced within one (1) year of the approval and diligently advanced until completion of the project. In the event construction of the project is commenced, but not diligently advanced until completion, the rights granted pursuant to the approval shall expire if the building permits for the project expire."

SECTION VII. Environmental Determination. The Board further finds pursuant to Government Code section 65852.21(j), the County may adopt an ordinance to implement the provisions of Government Code section 65852.21, and such an ordinance shall not be considered a project under the California Environmental Quality Act (CEQA). Further, the proposed ordinance implements provisions of SB9 are not considered a project under Section 21000 et seq. of the Public Resources Code, and is Categorically Exempt from CEQA according to Section 15303 of the CEQA Guidelines 15303 (Class 3). The proposed ordinance would create consistency and amend the Inyo County Code requirements to reflect State law, the proposed ordinance will not have a significant effect on the environment; and, therefore, the activity is not subject to CEQA.

SECTION VIII. Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provision or clauses or application of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provision of this ordinance are declared to be severable.

SECTION IX. This ordinance shall become effective thirty (30) days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code Section 25124 no later than fifteen (15) days after the date of its adoption and

final passage. IF the Clerk fails to publish this ordinance within said fifteen (15) day-period, then the ordinance shall not take effect until thirty (30) days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Kingsley
Inyo County Board of Supervisors

ATTEST: Nate Greenberg, Clerk of the Board

Darcy Ellis, Assistant Clerk of the Board

Recording Requested By:

County of Inyo

When Recorded Return

To:

County of Inyo

ATTN: County Clerk-Recorder

168 N. Edwards Street

Independence, CA 93526

This document is recorded for the benefit of the County of Inyo and is entitled to be recorded free of charge in accordance with Section 6103 of the Government Code.

Area Above Reserved for Recorder's Use

DEED RESTRICTION AGREEMENT FOR SENATE BILL 9 TWO-UNIT DEVELOPMENT

This DEED RESTRICTION AGREEMENT FOR A SENATE BILL 9 TWO-UNIT-DEVELOPMENT (Agreement) is entered into as of this ____ day of _____, 20__, by and between the County of Inyo, a Political Subdivision of the State of California (County) and the undersigned who/whom is/are the present owner(s) of record (collectively, Property Owner) of certain real property located at:

within the County of Inyo, State of California, which is also identified as Assessor's Parcel No. _____ and more particularly described in Exhibit "A" attached hereto and incorporated by this reference (Property).

RECITALS

WHEREAS, California Government Code Section 65852.21 allows ministerial approval of certain two-unit development meeting specific statutory and local requirements; and

WHEREAS, Chapter 84 of Title 18 of the Inyo County Code (Code) sets forth certain conditions on two-unit development as authorized by Government Code Section 65852.21 and the use of any dwelling units constructed, and Chapter 18.84 of the Code requires the recordation of a covenant with respect to said conditions; and

WHEREAS, on _____, Inyo County ministerially approved the Property Owner's application for the development of no more than two primary dwellings on the Property, subject to the terms and conditions of Chapter 18.84 of the Code; and

WHEREAS, this Agreement is the covenant recorded to satisfy the requirements of the Ministerial Approval authorized by Chapter 18.84 of the Code; and

WHEREAS, the Property Owner understands and agrees that the Property is therefore subject to these requirements and knowingly and willingly agrees to recordation of this

Agreement.

NOW THEREFORE, in consideration of the benefits received by the Property Owner under Government Code Section 65852.21 and the public purposes served by Chapter 18.84 of the Code, Property Owner and the County of Inyo hereby agree to the following restrictions on the Property:

1. Incorporation of recitals. The foregoing recitals are incorporated into this Agreement by reference and made part of this Agreement.
2. Agreement to comply with restrictions. In satisfaction of the Ministerial Approval conditions, the Property Owner hereby accepts the obligation to notice all future buyers and successors in interest of all conditions which apply to the Property.
3. Residential uses only. The Urban Lot Split property shall only contain residential uses.
4. Short-term rental prohibited. Rental of any dwelling unit created pursuant to Government Code Section 65852.21 shall be for a term longer than 30 days.
5. Enforcement. Any violation of this Agreement may result in the imposition of fines, fees, penalties and/or other enforcement action allowed at law or in equity by any applicable local, State or Federal law and regulation.
6. Conformance with code. All dwelling units located on the Property shall conform to the requirements of the Code, as of the date of the Ministerial Approval. Because the restrictions contained in this Agreement memorialize a land use approval pursuant to the Code, the Ministerial Approval conditions shall continue to apply to the Property, even if this Agreement is terminated or removed from title following a foreclosure.
7. Binding on heirs, assigns, and transferees. This Agreement runs with the land and is binding on all heirs, assigns, and transferees. Each and every contract, deed, lease or other instrument covering, conveying or otherwise transferring the Property or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered and accepted subject to this Agreement regardless of whether the other party or parties to such contract have actual knowledge of this Agreement.
8. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provision(s) contained in this restriction, and this Agreement shall be construed as if such invalid, illegal, or unenforceable item had never been contained herein.
9. No Waiver. No delay or omission in the exercise of any right or remedy of County of Inyo (County) upon any default by Property Owner shall impair such right or remedy or be construed as a waiver. The County's failure to insist in any one or more instance upon the strict observance of the terms of this Agreement shall not be considered a waiver of the County's right thereafter to enforce the provisions of this

Agreement. The County shall not waive its rights to enforce any provision of this Agreement unless it does so in writing, signed by an authorized agent of the County.

10. Amendments in Writing. This Agreement may not be amended except by a written agreement executed by County and Property Owner.
11. County Approval. The County Administrator or designee is authorized on behalf of the County to deliver any approvals or consents that this Agreement requires.
12. Recordation. This Agreement shall be executed by the Property Owner and by the County and shall be recorded by the Property Owner in the Office of the Recorder for the County of Inyo within ten (10) days of the date of execution.
1. Notices. All notices required under this Agreement shall be sent by certified mail, return receipt requested, express delivery service with a delivery receipt, or personal delivery with a delivery receipt and shall be deemed to be effective as of the date received, the date delivery was refused, or the date returned as undeliverable as indicated on the return receipt as follows:

To the Owner:

At the address of the Property.

To the County:

- County of Inyo
224 N Edwards St.
PO Drawer N
2. Independence, CA 93526

Attn: County Administrator

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section.

IN WITNESS WHEREOF, Property Owner and County have executed this Agreement as of

_____.

OWNER

COUNTY OF INYO

By: _____
Signature

By: _____
Nate Greenberg, County Administrator

Print or Type Name

APPROVED AS TO FORM:

**TERMS AND CONDITIONS HAVE
BEEN REVIEWED AND APPROVAL
RECOMMENDED:**

, County Counsel

Cathreen Richards, Planning Director

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss:

COUNTY OF INYO)

On _____, 20____ before me, _____, Notary Public,

(insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[This area for notary seal]

RESOLUTION NO. 2024-03

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED AMENDMENT EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, MAKE CERTAIN FINDINGS WITH RESPECT TO, AND APPROVE ZONE TEXT AMMENDMENT NO. 2023-01 INYO COUNTY

WHEREAS, on September 16, 2021, Governor Newsom approved Senate Bill 9 (California Housing Opportunity and More Efficiency [HOME] Act) (SB9) adding Government Code Sections 65852.21; and

WHEREAS, SB9 took effect on January 1, 2022; and

WHEREAS, SB9 requires all cities and counties to ministerially review and approve two types of projects, if specific criteria are met: 1) a Second Dwelling Unit in a single-family residential zone; and 2) a subdivision of one lot into two resultant lots in a single-family residential zone (referred to as an "Urban Lot Split"); and

WHEREAS, SB9 allows local agencies to impose objective zoning, and design review standards, as those terms are defined in Government Code Section 65852.21(b)(1) on Two-Unit Development projects subject to certain limitations; and

WHEREAS, pursuant to Government Code Sections 65852.21(j), a local government may adopt an ordinance to implement SB9; and

WHEREAS, staff now proposes that Chapter 18.84 be added to the Inyo County Code to implement the requirements of SB9 as they pertain to Two-Unit Development; and

WHEREAS, the proposed amendment implements provisions of SB9 and is not considered a project pursuant to Government Code Section 65852.21(j) and under Section 21000 et seq. of the Public Resources Code, and is Categorically Exempt from the California Environmental Quality Act (CEQA) according to Section 15303 of the CEQA Guidelines 15303 (Class 3); and

WHEREAS, the Inyo County Planning Commission held a public hearing on April 24, 2024, to review and consider the request for approval of Zone Text Amendment (ZTA) No. 2023-01, which adds Chapter 18.84 to the Inyo County Code to implement the requirements of SB9 as they pertain to Two-Unit Development, and considered the staff report for the amendment and all oral and written comments regarding the proposal; and

WHEREAS, ZTA 2023-01 is internally consistent with the goals, objectives and elements of the County's General Plan and Zoning Code.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received during the April 24, 2024, hearing, including the Planning Department

Staff Report, the Planning Commission makes the following findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed amendment:

RECOMMENDED FINDINGS

1. The proposed amendment implements provisions of SB9 and is not considered a project under Section 21000 et seq. of the Public Resources Code, and is Categorical Exempt from the California Environmental Quality Act (CEQA) according to Section 15303 of the CEQA Guidelines 15303 (Class 3); and
2. The proposed amendment is consistent with the state-mandated program established under Senate Bill 9.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Approve the Ordinance adding of Chapter 18.84 to the Inyo County Code related to two-unit development consistent with the requirements of Senate Bill 9 and based on all the information in the public record and on the recommendations of the Planning Commission.
2. Certify that ZTA 2023-01 is not a project under CEQA pursuant to Section 21000 of the Public Resources Code and is further Exempt from CEQA pursuant to 15303 of the CEQA Guidelines.
- 3.

PASSED AND ADOPTED this 24th day of April 2024, by the following vote of the Inyo County Planning Commission:

AYES: 3
NOES: 1
ABSTAIN:
ABSENT: 1



Todd Vogel, Chair
Inyo County Planning Commission



ATTEST:
Cathreen Richards, Planning Director

By 
Sally Faircloth, Secretary of the Commission

From: [Jennifer Krafcheck](#)
To: [Danielle Visuano](#)
Cc: [Anita Johnson](#)
Subject: Eastern Sierra CSD - Sewer Connections / Capacity
Date: Wednesday, April 24, 2024 9:07:19 AM
Attachments: [Ordinance 358.pdf](#)

You don't often get email from jennifer@escsd.org. [Learn why this is important](#)

Good morning Danielle,

As we discussed this morning, the Eastern Sierra Community Service District (District) is experiencing extremely high flows due to high groundwater that is causing inflow/infiltration (I and I) into our system and impacting our collection, treatment, and disposal systems. The flows at the District's treatment plant are currently exceeding the design capacity and the District's Board of Directors may consider a temporary cessation of sewer applications until the high flows are mitigated. The District is pursuing necessary steps to repair areas with I and I, and will continue to take necessary action to immediately address continuing unprecedented collection system I and I caused by abnormally high groundwater conditions and will take action to prepare for potential future similar conditions.

For future lot splits, subdivisions, or any other action that might impact the District's sewer system, it is imperative that the District be contacted prior to approval of any final parcel division, subdivision map, or large development so the District may review the plans and let the Inyo County Planning Department know if there is sewer capacity available, if there are connections/capacity fees due to the District, and whether or not there are sewer laterals to the proposed lots. The notification to the District regarding connection/capacity fees is outlined in the County of Inyo Ordinance No. 358 attached to this email.

Thank you for taking the time to discuss these items with me. I appreciate your help. Please feel free to contact me any time if you have questions.

Sincerely,

Jennifer Krafcheck
Executive Administrative Manager
Eastern Sierra Community Service District
301 West Line Street, Suite D
Bishop, California 93514
jennifer@escsd.org
T: 760-872-1415
F: 760-872-1289
C: 760-920-1788

ORDINANCE NO. 358

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING INYO COUNTY ORDINANCES NUMBERED 333, 334 and 194.

The Board of Supervisors of the County of Inyo, State of California do ordain as follows:

SECTION I. Article VI, Section 605 of Ordinance 333 is hereby amended to read as follows:

605. FEES: Lateral Connection Charge.

Prior to and as a condition precedent to the approval of any final parcel map final subdivision map or a certificate of compliance which results in a land division a lateral connection charge shall be paid to the Eastern Sierra Community Services District as required by Ordinance 334, the Sewer Service Charge Ordinance. Persons not seeking approval of a final parcel map, final subdivision map or a certificate of compliance, and who desire connection to the sanitary sewer system, shall pay to the Eastern Sierra Community Services District a lateral connection charge prior to the issuance of a lateral connection permit as required by Ordinance 334, the Sewer Service Charge Ordinance.

SECTION II. Article VIII, Section 80, of Ordinance 334 is hereby amended to read as follows:

80. LATERAL CONNECTION CHARGES.

Lateral connection charges shall be established from time to time by resolution of the Board. Such fees shall be collected prior to and as a condition precedent to approval of a final parcel map, final subdivision map or certificate of compliance which results in a land division or prior to the issuance of a lateral connection permit if approval of a final parcel map, final subdivision map, or certificate of compliance is not being sought.

SECTION III. Chapter 7, Section 7.25(B) of Ordinance 194 and Section 16.28.350 is hereby amended to read as follows:

16.28.350. FINAL MAP--COUNTY SURVEYOR ACTION.

Upon receipt of the final map, the county surveyor shall check it as to correctness of surveying data, plans, profiles and specifications of improvements, certificates of dedication, acceptances of dedication and acknowledgements of payment of lateral connection charges and such other matters as require checking to insure compliance with the provisions of law and of this title. If the final map is in the correct form prescribed

by the Map Act and this title, and the matters shown thereon are sufficient, their correctness shall be certified on the map by the county surveyor in the form prescribed by the Map Act. He shall thereupon transmit the map together with said other materials to the county attorney for presentation to the Board of Supervisors.

(Ord. 194 Ch.7 §7.25 (B), 1971.)

SECTION VI. ORDINANCE IN EFFECT.


This Ordinance shall be in full force and effect except as herein limited thirty (30) days following its adoption. Before the expiration of fifteen (15) days from the adoption hereof, shall be published for one week in a newspaper of general circulation, printed and published in the County of Inyo, State of California, and the ex-officio Clerk of the Board is hereby instructed to publish this Ordinance together with the names of the Board voting for and against the same.

Passed and adopted this 6th day of March, 1979.


Chairman of the Board of Supervisors

ATTEST:

Margaret Bromley, Clerk

By 
Deputy



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

July 9, 2024

Reference ID:
2024-401

Subdivision Text Amendment 2023-02 - SB9 Urban Lot Split

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Visuano, Associate Planner

ITEM PRESENTED BY

Danielle Visuano, Associate Planner

RECOMMENDED ACTION:

- A) Waive the first reading of and conduct a public hearing on a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 16.25 to the Inyo County Code Implementing Regulations for the California Home Act (State Senate Bill 9) as it Relates to Urban Lot Splits;"
- B) Find the adoption of the ordinance is not considered a project under CEQA pursuant to Government Code section 66411.7 (n) and under section 2100 et Seq. of the Public Resources Code, and is Categorically Exempt from CEQA according to section 15303 of the CEQA Guidelines 15303 (Class 3); and
- C) Approve said ordinance.

BACKGROUND / SUMMARY / JUSTIFICATION:

Staff has drafted a proposed ordinance to amend Chapter 16.25 – SB9 Urban Lot Split of the Inyo County Code. This proposed ordinance will incorporate the Senate Bill 9 requirements for state mandated implementation of Urban Lot Splits with additional recommendations addressing areas SB9 allows for local agencies to provide for their own needs in implementing the legislation.

BACKGROUND

On September 16, 2021, Governor Newsom signed SB9 which became effective January 1, 2022. Part of this bill is the requirement that Urban Lot Splits within certain identified single-family residential zones, be considered ministerially, without discretionary review or a hearing, if the proposed Urban Lot Split meets certain SB9 requirements of Government Code section 66411.7.

APPLICABILITY

First, to determine which single-family residentially zoned parcels fall within the scope of SB9 under

Government Code section 66411.7(a)(3)(B), the boundary of the U.S. Census Bureau urbanized area needs to be determined and applied to areas in the county. According to the U.S. 2020 Census Bureau information, there is only one urbanized area in Inyo County. This area covers much of the Bishop area. In assessing which single-family residential zones in the Bishop area fall within the U.S. Census urbanized area, the City of Bishop area and the Bishop Paiute Tribal area cannot be considered. The City of Bishop is incorporated and is its own jurisdictional entity and the Tribal area falls under Tribal sovereignty. The areas which are within the U.S. Census urbanized area and have the possibility to propose Urban Lot Split are the generalized areas of: Dixon, Early Pond, McLaren, Grandview, Fairview, Sunset and Sunrise, with the zone designation of Rural Residential (RR), R1 Districts - One-Family Residence (R1) and Open Space (OS) (Map attached).

Second, once an application is determined to fall within an urbanized area, the application must be reviewed to determine if it meets the other overarching criteria of SB9.

An Urban Lot Split is prohibited areas with the following property designations:

1. Prime farmland or farmland of statewide importance
2. Wetlands
3. Within a very high fire hazard severity zone (with limitations)
4. A hazardous waste site (with exceptions)
5. Within a delineated earthquake fault zone (with exceptions)
6. Within a flood zone (with exceptions)
7. Identified for conservation or under conservation easement
8. Habitat for protected species
9. Historic Properties – located in state or local historic districts, or properties designated as historic landmarks

In addition to the areas SB9 prohibits Urban Lot Splits, SB9 also provides detailed eligibility requirements. An Urban Lot Split shall be considered ministerially, if the lot split meets the following eligibility requirements:

1. The lot split results in two approximately equal-sized lots with a 60/40 split being the maximum variation in size.
2. No parcel shall be less than 1,200 square feet.
3. The Urban Lot Split would not require demolition or alteration of existing housing that:
 1. Is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to person and families of moderate, low, or very low income.
 2. Is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 3. Has been occupied by a tenant in the last three (3) years
 4. Ellis Act Properties – where the Ellis Act was used to evict tenants at any time in the last fifteen (15) years
4. The parcel has not been established through a prior Urban Lot Split authorized by SB9.
5. The parcel owner nor any person acting in concert with the owner has previously exercised an Urban Lot Split under SB9 on an adjacent parcel.
6. The County shall not require dedications of rights-of-way or construction of off-site improvements.
7. The uses on the resulting lots are limited to residential uses.

8. The applicant for an Urban Lot Split shall sign an affidavit stating the applicant intends to occupy one of the housing units as their principal residence for a minimum of three (3) years from the date of the approval of the urban lot split.
9. Any units developed on a SB9 Urban Lot Split resulting parcel must be rented for a term longer than thirty (30) days.
10. The County shall not require correction of nonconforming zoning conditions.

FOCUSED APPLICATION REVIEW ANALYSIS

SB9 Review Requirements

Applications for a SB9 Urban Lot Split must be ministerially reviewed without any discretionary/subjective review pursuant to Government Code section 66411.7(a).

Environmental Review

Not only are applications to be reviewed ministerially, pursuant to Government Code section 66411.7(n), which is the code section addressing SB9 Urban Lot Splits, the County may adopt an ordinance to implement the provisions of Government Code section 66411.7, and such an ordinance shall not be considered a project under the California Environmental Quality Act (CEQA). Further, the proposed ordinance that implements the provisions of SB9 is not considered a project under Section 21000 et seq. of the Public Resources Code, and is Categorically Exempt from CEQA according to Section 15303 of the CEQA Guidelines 15303 (Class 3). The proposed ordinance would create consistency and amend Inyo County Code requirements to reflect State law, the proposed ordinance will not have a significant effect on the environment and, therefore, the activity is not subject to CEQA.

Objective Review Standards

SB9 requires that an Urban Lot Split shall conform to the requirements of the Subdivision Map Act. SB9 provides that only objective zoning and design standards shall be utilized for structural development, and no standards shall physically preclude the construction of two (2) units of less than eight hundred (800) square feet each, per parcel, with no rear or side setback being greater than five (5) feet. However, there shall be no setback requirements for a new residence constructed in the same location and to the same dimensions as an existing structure that is being demolished. Further, an application cannot be rejected because it proposes adjacent or connected structures provided the structures meet the building code safety standards and are sufficient to allow separate conveyance.

Application Denial

Urban Lot Split projects that otherwise meet the requirements of SB9 may only be denied if the Building Official determines it will result in a specific, adverse impact on health and safety and there is no feasible way to mitigate the impact. Staff has recommended that specific, adverse impact be defined, pursuant to Government Code section 65589.5(d)(2) covering the Housing Element requirements for the General Plan, as: a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

Staff Recommended Additional Assessments

Additional Review Requirements

SB9 allows a local agency to impose objective zoning standards that do not conflict with the SB9 Urban Lot Split Government Code section 66411.7. In light of the option to impose additional objective standards and taking into consideration the restrictions for SB9 Urban Lot Splits, staff is recommending the County include the following objective standards to the proposed SB9 Urban Lot Split ordinance:

- **Easements** – Easements must be provided for public services and utilities to all newly constructed units.
- **Access** – Each unit must have access to a public right of way.
- **Parking** - No more than one (1) parking space per unit shall be required. No parking space is required for properties within one-half (1/2) mile walking distance of either a high-quality transit corridor or a major transit stop, or within one block of a car share. SB9 does not require parking but allows the option for up to one (1) space per unit.
- **Front Setback** – The front setback for new development under SB9 can be reduced to a minimum of ten (10) feet.
- **Rear and Side Setbacks** – SB9 allows a local agency the option to impose a four (4) foot rear and side setback. However, staff recommends implementing a five (5) setback for both the rear and side as needed to be consistent with current standards, unless a four (4) foot setback is necessary to fit two 800 square foot dwelling units on a parcel as required by SB9.

Total Number of Units

Under SB9 owners can build dwellings on a newly subdivided lot or they can add a dwelling if there is an existing home on the lot. Under SB9 a local agency shall not be required to permit more than two (2) units on a parcel created through an Urban Lot Split. As such, staff is recommending that two (2) dwelling units be allowed to be constructed on a newly subdivided SB9 parcel as follows:

1. Two (2) Primary Dwelling Units (SB9 Two-Unit Development Application Process)
2. One (1) Primary Dwelling Unit and one(1) ADU; or
3. One (1) Primary Dwelling Unit and one (1) JADU.

Affidavit

SB9 imposes certain restriction on an Urban Lot Split as follows:

- The original Urban Lot Split has not been previously subdivided pursuant to California Government Code section 66411.7.
- The applicant, nor any other owner of the Urban Lot Split property, nor any person acting in concert with the applicant or any other owner of the Urban Lot Split property, has previously subdivided any parcel adjacent to the Urban Lot Split property using an Urban Lot Split pursuant to California Government Code section 66411.7
- Pursuant to California Code section 66411.7(g)(1), the applicant shall sign an affidavit stating the applicant intends to occupy one of the housing units on the Urban Lot Split property as their principal residence for no less than three (3) years beginning on the date of the County's approval of the subdivision of the Urban Lot Split property.

Considering these restrictions, staff is recommending they be memorialized in an affidavit that is recorded for the Urban Lot Split property. This will not only provide notice to future buyers that the original parcel was subject to a SB9 Urban Lot Split, but would also prevent any actions that would be contrary to the goals and objectives of SB9 such as: further Urban Lot Split of the previously SB9 subdivided lots; SB9 Urban Lot Splits of surrounding parcels by the present applicant; and that the present applicant has utilized one of the units on one of the lots of the Urban Lot Split as their primary residence.

Deed Restrictions

In order for a SB9 Urban Lot Split to be reviewed for possible approval, an applicant must meet the eligibility requirements discussed above. These requirements are:

- An Urban Lot Split property shall not be further subdivided under the SB9 Urban Lot Split provisions of Government Code section 66411.7.
- The parcel can only be used for residential purposes.
- A dwelling unit cannot be rented for 30 days or under.
- No more than two (2) units shall be allowed on any parcel created through an Urban Lot Split. This includes accessory and junior accessory dwelling units and units created by duplex development.

With these restrictions, staff is recommending they be memorialized in a deed restriction document to be recorded with the subdivided parcel. This is not only to provide notice to future buyers of the limitation placed on the parcel with the use of SB9, but to prevent any actions that would be contrary to the goals and objectives of SB9. Further, this allows for tracking of SB9 parcels for any purpose that may be required including the annual housing reporting.

Expiration of Approval

SB9 does not provide a time limit for an applicant to take action on an approved application for a SB9 Urban Lot Split. Staff recommends a requirement that an approved application shall expire one (1) year after the application is approved if the applicant does not take reasonable steps to pursue the Urban Lot Split. This will allow for more accurate housing reporting in the event an applicant plans dwelling construction for the County and prevent delays in construction that could lead to, or affect, other futures actions to include impacts on infrastructure and public services and facilities.

COMMENT

On the morning prior to the Planning Commission hearing, the Planning Department received a call and email comment from the Eastern Sierra Community Service District (District). The comment was discussed at the Planning Commission hearing (comment attached). The Planning Department will take the concerns of the District into consideration when reviewing applications for an Urban Lot Split and contact the District to determine the availability of permits for any proposed application and associated construction.

PLANNING COMMISSION

The Planning Commission reviewed the comment received and the staff's draft ordinance provided and conducted a public hearing on April 24, 2024 and adopted a Resolution (attached) by a 3-1 vote to recommend that the Board of Supervisors approve the Ordinance. No substantive issues were brought forward during the hearing.

ENVIRONMENTAL REVIEW

Pursuant to Government Code section 66411.7(n), the County may adopt an ordinance to implement Government Code section 66411.7 and such an ordinance shall not be considered a project under the CEQA. Further, the proposed ordinance implements provisions of SB9 are not considered a project under Section 21000 et seq. of the Public Resources Code, and is Categorically Exempt from CEQA according to Section 15303 of the CEQA Guidelines 15303 (Class 3).

GENERAL PLAN CONSISTENCY

Applications for a SB9 Urban Lot Split fall within the State SB9 mandate. SB9 applications are not subject to the General Plan density requirements.

ZONING ORDINANCE CONSISTENCY

STA 20243-02 is being proposed to implement and bring the Inyo County Code into compliance with the State's SB9 mandate.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	Yes / No	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the requested action or return to staff with direction.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Building and Safety, Environmental Health and the Eastern Sierra Community Service District.

ATTACHMENTS:

1. Ordinance 1307 - Urban Lot Split
2. Deed Restriction Agreement
3. Inyo County Urban Lot Split Owner Affidavit
4. Planning Commission Resolution
5. Comment

APPROVALS:

Danielle Visuano	Created/Initiated - 6/13/2024
Darcy Ellis	Approved - 6/14/2024
Christian Milovich	Approved - 7/2/2024
John Vallejo	Approved - 7/2/2024
Nate Greenberg	Final Approval - 7/2/2024

ORDINANCE NO.

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, ADDING CHAPTER 16.25 TO THE INYO COUNTY CODE
IMPLEMENTING REGULATIONS FOR THE CALIFORNIA HOME ACT (STATE
SENATE BILL 9) AS IT RELATES TO URBAN LOT SPLITS**

WHEREAS, on September 16, 2021, Governor Newsom approved Senate Bill 9 (California Housing Opportunity and More Efficiency [HOME] Act) (SB9) which amended Section 66452.6 and added Section 66411.7 to the California Government Code; and

WHEREAS, SB9 took effect on January 1, 2022; and

WHEREAS, SB9 requires all cities and counties to ministerially review and approve two types of projects, if specific criteria are met: 1) a subdivision of one lot into two resultant lots in defined single-family residential zones (referred to as an “Urban Lot Split”) and 2) a Second Dwelling Unit in defined single-family residential zones; and

WHEREAS, SB9 allows local agencies to impose objective zoning and subdivision standards, as those terms are defined in Government Code Section 66411.7(m)(1) on the subdivision of single-family parcels subject to certain limitations; and

WHEREAS, pursuant to Government Code Section 66411.7(n), a local government may adopt an ordinance to implement SB9; and

WHEREAS, staff now proposes that Chapter 16.25 be added to the Inyo County Code to implement the requirements of SB9 as they pertain to Urban Lot Splits; and

WHEREAS, pursuant to Government Section 66411.7(n), the County may adopt an ordinance to implement Government Code Section 66411.7 for SB9 Urban Lot Splits and such ordinance shall not be considered a project. Further, the proposed ordinance implements provisions of SB9 are not considered a project under Section 21000 et seq. of the Public Resources Code, and is Categorically Exempt from CEQA according to Section 15303 of the CEQA Guidelines 15303 (Class 3); and

WHEREAS, on April 24, 2024, the Inyo County Planning Commission held a public hearing to adopt a Resolution recommending that the Board adopt an Ordinance to implement the portions of SB9 related to Urban Lot Splits, and through a separate Resolution recommended an Ordinance to implement the portions of SB9 relating to Two-Unit Development.

NOW, THEREFORE, the Board of Supervisors, County of Inyo finds and ordains as follows:

SECTION I. The recitals above are incorporated herein as findings.

SECTION II. Chapter 16.25 of the Inyo County Code is hereby added to read as follows:

"Chapter 16.25 SB9 Districts - Urban Lot Split"

SECTION III. Chapter 16.25.010 of the Inyo County Code is hereby added to read as follows:

"16.25.010 Purpose and intent.

The purpose of this Chapter is to regulate Senate Bill 9 (SB9) Urban Lot Splits within defined single family residential zones as provided by Government Code Sections 66411.7 and 66452.6 in order to allow for ministerial approval of certain parcel maps creating two (2) lots from one parcel and certain development on each lot subject to applicable parcel map requirements found in Chapter 16 – Subdivisions and requirements for SB9 Two-Unit Developments found in Title 18."

SECTION IV. Chapter 16.25.020 of the Inyo County Code is hereby added to read as follows:

"16.25.020 Definitions.

For purposes of this Chapter all terms shall have the meanings given in Government Code Sections 66411.7 and 66452.6 unless otherwise defined herein. The following definitions shall apply:

- A. "Acting in concert with the owner"** means a person that has common ownership or control of the subject parcel with the owner of the adjacent parcel, a person acting on behalf of, acting for the predominant benefit of, acting on the instructions of, or actively cooperating with, the owner of the parcel being subdivided.
- B. "Adjacent parcel"** means any parcel of land that is (1) touching the parcel at any point; (2) separated from the parcel at any point only by a public right-of-way, private street or way, or public or private utility, service, or access easement; or (3) separated from another parcel only by other real property which is in common ownership or control of the applicant.
- C. "ADU"** means an Accessory Dwelling Unit as defined by Chapter 18.

- D. **“Car share vehicle”** means a motor vehicle that is operated as part of a regional fleet by a public or private care sharing company or organization and provides hourly or daily service.
- E. **“Common ownership or control”** means property owned or controlled by the same person, persons, or entity, or by separate entities in which any shareholder, partner, member, or family member of an investor of the entity owns ten (10) percent or more of the interest in the property.
- F. **“JADU”** means a Junior Accessory Dwelling unit as defined by Chapter 18.
- G. **“Local agency”** means a county.
- H. **“Lower income household”** has the meaning set forth in Health & Safety Code Section 50079.5.
- I. **“Moderate income household”** has the meaning set forth in Health & Safety Code Section 50093.
- J. **“Single-Family Residential Zoning District”** means R1 Zones (One Family Residence), RR Zones (Rural Residential) and OS Zones (Open Space) as defined in Chapter 18 of the Inyo County Code, for which single-family residences are the only dwelling unit allowed, and which does not allow two-family residences or multi-family residences, and is located in the Bishop urbanized area, but does not include the areas of the City of Bishop or the Bishop Paiute Indian Reservation. The Bishop urbanized area is determined by the U.S. Census, and this boundary, current at the time of application, will be used to determine if the application qualifies for an Urban Lot Split. This District’s urbanized zone(s) shall be updated by reference with each decennial update by the U.S. Census Bureau.
- K. **“Two-Unit Development”** means a SB9 development that proposes up to two (2) primary units on a single-family zoned parcel that meets the criteria and standards set forth in Chapter 18.
- L. **“Urban Lot Split”** means a subdivision of an existing parcel into no more than two (2) separate parcels that meets all the criteria and standards set forth in this Chapter.
- M. **“Very low-income household”** has the meaning set forth in Health & Safety Code Section 50105."

SECTION V. Chapter 16.25.030 of the Inyo County Code is hereby added to read as follows:

"16.25.030 Two-Unit Development.

SB 9 Two-Unit Development provisions are included in Title 18, SB9 Districts – Two-Unit Development."

SECTION VI. Chapter 16.25.040 of the Inyo County Code is hereby added to read as follows:

"16.25.040 Urban Lot Split.

- A. Application Review.** The Planning Department shall ministerially review an application for a parcel map that subdivides an existing parcel to create no more than two (2) new parcels in an Urban Lot Split, and shall approve the application if all applicable requirements are met including but not limited to the criteria in Government Code Section 66411.7 and this Chapter.
- B. Map Act Compliance.** The Urban Lot Split shall conform to all applicable objective requirements of the Subdivision Map Act (commencing with Government Code Section 66410), except as otherwise expressly provided in Government Code Section 66411.7.
- C. Lot Location.** The Planning Department shall determine if the parcel map for the Urban Lot Split meets all the following location requirements:

 - 1. The parcel shall be located within a Single-Family Residential Zoning District.
 - 2. The parcel being subdivided shall not be located on a site that is any of the following:

 - a. Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.
 - b. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

- c. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178 of the Government Code, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the specified hazard zones by the County, pursuant to subdivision (b) of Section 51179 of the Government Code, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.
- d. A hazardous waste site that is listed pursuant to Section 65962.5 of the Government Code or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.
- e. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by the building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2 of the Government Code.
- f. Within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph, the County shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by the County that is applicable to that site. A development may be located on a site

described in this subparagraph if either of the following are met (1) the site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the County; or (2) the site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.

- g. Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the County shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by the County that is applicable to that site.
- h. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.
- i. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).
- j. Lands under conservation easement.

- k. A historic district or property included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1, or within a site that is designated or listed as a County landmark or historic property or historic district pursuant to a County ordinance.

D. No Impact on Protected Housing: The proposed lot split shall not require demolition or alteration of any of the following types of housing:

1. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low-income.
2. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
3. A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code to withdraw accommodations from rent or lease within fifteen (15) years before the date that the development proponent submits an application.
4. Housing that has been occupied by a tenant in the last three (3) years.

E. Lot Size.

1. Both resulting parcels shall be no smaller than 1,200 square feet each.
2. Neither resulting parcel shall be smaller than forty (40) percent of the lot area of the original parcel proposed for the subdivision.
3. No more than two (2) dwelling units may be located on a new lot created through an Urban Lot Split in any one of the following combinations:
 - a. Two (2) Primary Dwelling units;
 - b. One (1) Primary Dwelling unit and one (1) ADU; or
 - c. One (1) Primary Dwelling unit and one (1) JADU.

Dwelling units existing prior to an Urban Lot Split shall count towards the dwelling units allowed on the new lot created as a result of an Urban Lot Split.

F. No Prior Lot Split.

1. The parcel being subdivided shall not have been previously created by an Urban Lot Split as provided in this Chapter. The final approved parcel map shall include a notation that the resulting parcels were created using the Urban Lot Split provisions of this Chapter and the resulting parcels cannot be further subdivided under this Chapter.
2. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an Urban Lot Split as provided in this Chapter.
3. The owner and applicant shall sign an affidavit stating that neither the owner nor applicant, nor any person acting in concert with the owner or applicant, has previously subdivided an adjacent parcel using an Urban Lot Split.

G. Lot and Unit Standards. Any proposed development on the resulting Urban Lot Split parcels shall comply with all objective zoning standards, objective subdivision standards, and objective design review standards applicable to the parcel as provided in the zoning district in which the parcel is located; provided, however, that:

1. The Planning Director, or their designee, shall waive or modify any standard if the standard would have the effect of physically precluding the construction of two (2) units on either of the resulting parcels created pursuant to this Chapter or would result in a unit size of less than eight hundred (800) square feet. Any modifications of development standards shall be the minimum modification necessary to avoid physically precluding two (2) units of eight hundred (800) square feet each on each parcel.
2. Notwithstanding Section (G)(1) above, required rear and side yard setbacks may equal five (5) feet as necessary to be consistent with current standards, unless a four (4) foot setback is necessary to fit two 800 square foot dwelling units on a parcel as required by SB9. No setback shall be required for an existing legally created structure or a structure constructed in the same location and to the same dimensions as an existing legally created structure.
3. Front yard setbacks may be reduced to ten (10) feet.
4. Each resulting parcel shall have access to, provide access to, or adjoin the public right-of-way.

5. Notwithstanding Government Code Section 66411.1, no dedications of rights-of-way or the construction of offsite improvements may be required as a condition of approval for an Urban Lot Split, although easements may be required for the provision of public services and facilities, and access.
6. Separate conveyance of the two (2) lots resulting from an Urban Lot Split is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the Urban Lot Split boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance. If any attached structures span or will span the new lot line, the owner must record appropriate conditions, covenants, restrictions, easements or other documentation that is necessary to allocate legal and financial rights, and risk and responsibilities between the owners of the two (2) lots.
7. The correction of nonconforming zoning conditions shall not be required as a condition of approval.
8. Parcels created by an Urban Lot Split shall be used for residential uses only and shall not be used for rentals of less than thirty (30) days.

H. Utilities and Services.

1. Each lot created through an Urban Lot Split shall have its own independent utility and service connections. All primary and accessory dwelling units on each newly created lot shall be connected to a common gravity-fed sewage disposal approved by the County.
2. All necessary and/or required easements for the provision of electricity, gas, water, sewer, and other utility or public service, and access as required to the lot and each primary dwelling unit must be obtained by the property owner/applicant. The property owner/applicant shall be required to show that all the necessary services listed above are available to each parcel as a condition of the subdivision approval.

I. Parking. One (1) off-street parking space shall be required per unit constructed on a parcel created pursuant to this Chapter, except that no parking may be required where:

1. The parcel is located within one-half mile walking distance of either a stop located in a high-quality transit corridor, as defined in Public Resources Code Section 21155(b), or a major transit stop, as defined in Public Resources Code Section 21064.3; or
2. There is a designated parking area for one or more car-share vehicles within one block of the parcel.

J. Owner-Occupancy Affidavit. The applicant for an Urban Lot Split shall sign an affidavit, in the form approved by the county counsel, stating the applicant intends to occupy one of the housing units on the newly created lots as its principal residence for a minimum of three (3) years from the date of the approval of the Urban Lot Split. This subsection shall not apply to an applicant that is a “community land trust,” as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code or is a “qualified nonprofit corporation” as described in Section 214.15 of the Revenue and Taxation Code.

K. Deed Restrictions. Prior to the approval and recordation of the parcel map, the applicant shall record a restrictive covenant and agreement in the form prescribed by the county counsel, which shall run with the land and provide for the following:

1. A prohibition against further subdivision of the parcel using the Urban Lot Split procedures as provided for in this Chapter.
2. A limitation restricting the property to residential uses only.
3. A requirement that any dwelling units on the property shall be rented or leased only for a period longer than thirty (30) days.
4. Expressly prohibits any separate conveyance of a Primary Dwelling unit on a lot, any separate fee interests, and any common interest development within the lot.
5. All fee interests in a lot must be held equally and undivided by all property owners.
6. Expressly prohibits more than two (2) dwelling units of any kind from being constructed or maintained on a lot that results from an Urban Lot Split.

7. The County Administrator or designee is authorized to enter into the covenant and agreement on behalf of the County and to deliver any approvals or consents required by the covenant.
8. No removal or modification of the recorded deed restrictions shall occur without County approval, or State laws that supersede current deed restriction requirements.

L. 11. Specific Adverse Impacts. In addition to the criteria listed in this section, a proposed Urban Lot Split may be denied if the building official makes a written finding, based on a preponderance of the evidence, that the proposed Urban Lot Split project would have a specific, adverse impact upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. A “specific adverse impact” is a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation and eligibility to claim a welfare exemption are not specific health or safety impacts.

M. Enforcement. The County shall be authorized to abate violations of this Chapter and to enforce the provisions of this Chapter and all implementing agreements and affidavits by civil action, injunctive relief, and any other proceeding or method permitted by law to include Title 22 of the Inyo County Code. Remedies provided for in this Chapter shall not preclude the County from any other remedy or relief to which it otherwise would be entitled under law or equity.

N. Expiration of Approval. The approval of a SB9 Urban Lot Split shall become null and void if action is not commenced within one (1) year of the approval and diligently advanced until completion of the project. In the event construction of the project is commenced, but not diligently advanced until completion, the rights granted pursuant to the approval shall expire if the building permits for the project expire."

SECTION VII. Environmental Determination. The Board further finds pursuant to Government Code section 66411.7(n), the County may adopt an ordinance to implement the provisions of Government Code section 66411.7, and such an ordinance shall not be considered a project under the California Environmental Quality Act (CEQA). Further, the proposed ordinance implements provisions of SB9 are not considered a project under Section 21000 et seq. of the Public Resources Code, and is Categorical Exempt from CEQA according to Section 15303 of the CEQA Guidelines 15303 (Class 3). The proposed ordinance would create

consistency and amend the Inyo County Code requirements to reflect State law, the proposed ordinance will not have a significant effect on the environment; and, therefore, the activity is not subject to CEQA.

SECTION VIII. Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provision or clauses or application of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provision of this ordinance are declared to be severable.

SECTION IX. This ordinance shall become effective thirty (30) days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code Section 25124 no later than fifteen (15) days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said fifteen (15) day-period, then the ordinance shall not take effect until thirty (30) days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Kingsly, Chair
Inyo County Board of Supervisors

ATTEST: Nate Greenberg, Clerk of the Board

Darcy Ellis, Assistant Clerk of the Board

Recording Requested By:

County of Inyo

When Recorded Return

To:

County of Inyo

ATTN: County Clerk-Recorder

168 N. Edwards Street

Independence, CA 93526

This document is recorded for the benefit of the County of Inyo and is entitled to be recorded free of charge in accordance with Section 6103 of the Government Code.

Area Above Reserved for Recorder's Use

**DEED RESTRICTION AGREEMENT FOR A SENATE BILL 9 URBAN LOT
SPLIT**

This DEED RESTRICTION AGREEMENT FOR AN URBAN LOT SPLIT (Agreement) is entered into as of this ____ day of _____, 20__, by and between the County of Inyo, a Political Subdivision of the State of California (County) and the undersigned who/whom is/are the present owner(s) of record (collectively, Property Owner) of certain real property located at:

within the County of Inyo, State of California, which is also identified as Assessor's Parcel No. _____ and more particularly described in Exhibit "A" attached hereto and incorporated by this reference (Property).

RECITALS

WHEREAS, California Government Code Section 66411.7 allows ministerial approval of certain lot splits meeting specific statutory and local requirements; and

WHEREAS, Chapter 25 of Title 16 of the Inyo County Code (Code) sets forth certain conditions on the subdivision of parcels as authorized by Government Code Section 66411.7 and the use and occupancy of any dwelling units built thereon, and Chapter 16.25 of the Code requires the recordation of a covenant with respect to said conditions; and

WHEREAS, on _____, the Inyo County ministerially approved the Property Owner's application for a parcel map for a subdivision of the Property, subject to the terms and conditions of Chapter 16.25 of the Code; and

WHEREAS, this Agreement is the covenant recorded to satisfy the requirements of Chapter 16.25 of the Code; and

WHEREAS, the Property Owner understands that the Property is therefore subject to these requirements and knowingly and willingly agrees to recordation of this Agreement.

NOW THEREFORE, in consideration of the benefits received by the Property Owner under Government Code 66411.7 and the public purposes served by Chapter 16.25 of the Code, Property Owner and the County of Inyo hereby agree to the following restrictions on the Property:

1. Incorporation of recitals. The foregoing recitals are incorporated into this Agreement by reference and made part of this Agreement.
2. Agreement to comply with restrictions. In satisfaction of the Ministerial Approval conditions, the Property Owner hereby accepts the obligation to notice all future buyers and successors in interest of all conditions which apply to the Property.
3. No further Urban Lot Split subdivision. The Urban Lot Split property shall not be subdivided further under the Urban Lot Split provisions of Government code 66411.7.
4. Residential uses only. The Urban Lot Split property shall only contain residential uses.
5. Short-term rental prohibited. Rental of any dwelling unit constructed on a lot created pursuant to a Government Code 66411.7 Urban Lot Split shall be for a term longer than 30 days.
6. Conformance with Code. All dwelling units located on the Property shall conform to the requirements of the Code, as of the date of the Ministerial Approval. Because the restrictions contained in this Agreement memorialize a land use approval pursuant to the Code, the Ministerial Approval conditions shall continue to apply to the Property, even if this Agreement is terminated or removed from title following a foreclosure.
7. Enforcement. Any violation of this Agreement may result in the imposition of fines, fees, penalties and/or other enforcement action allowed at law or in equity by any applicable local, State or Federal Law and regulation.
8. Binding on heirs, assigns, and transferees. This Agreement runs with the land and is binding on all heirs, assigns, and transferees. Each and every contract, deed, lease or other instrument covering, conveying or otherwise transferring the Property or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered and accepted subject to this Agreement regardless of whether the other party or parties to such contract have actual knowledge of this Agreement.
9. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provision(s) contained in this restriction, and this Agreement shall be construed as if such invalid, illegal, or unenforceable item had never been contained herein.
10. No Waiver. No delay or omission in the exercise of any right or remedy of County

of Inyo (County) upon any default by Property Owner shall impair such right or remedy or be construed as a waiver. The County's failure to insist in any one or more instance upon the strict observance of the terms of this Agreement shall not be considered a waiver of the County's right thereafter to enforce the provisions of this Agreement. The County shall not waive its rights to enforce any provision of this Agreement unless it does so in writing, signed by an authorized agent of the County.

11. Amendments in Writing. This Agreement may not be amended except by a written agreement executed by County and Property Owner.
12. County Approval. The County Administrator or designee is authorized on behalf of the County to deliver any approvals or consents that this Agreement requires.
13. Recordation. This Agreement shall be executed by the Property Owner and by the County and shall be recorded by the Property Owner in the Office of the Recorder for the County within ten (10) days of the date of execution.
14. Notices. All notices required under this Agreement shall be sent by certified mail, return receipt requested, express delivery service with a delivery receipt, or personal delivery with a delivery receipt and shall be deemed to be effective as of the date received, the date delivery was refused, or the date returned as undeliverable as indicated on the return receipt as follows:

To the Owner:

At the address of the Property.

To the County:

County of Inyo
224 N Edwards St.
PO Drawer N
Independence, CA 93526

Attn: County Administrator

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section.

IN WITNESS WHEREOF, Property Owner and County have executed this Agreement as of

OWNER

COUNTY OF INYO

By: _____
Signature

By: _____
Nate Greenberg, County Administrator

Print or Type Name

APPROVED AS TO FORM:

**TERMS AND CONDITIONS HAVE
BEEN REVIEWED AND APPROVAL
RECOMMENDED:**

, County Counsel

Cathreen Richards, Planning Director

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss:

COUNTY OF INYO)

On _____, 20____ before me, _____, Notary Public,
(insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[This area for notary seal]

Recording Requested By:

County of Inyo

When Recorded Return To:

County of Inyo

ATTN: County Clerk-Recorder

168 N. Edwards Street

Independence, CA 93526

This document is recorded for the benefit of the County of Inyo and is entitled to be recorded free of charge in accordance with Section 6103 of the Government Code.

Area Above Reserved for Recorder's Use

OWNER AFFIDAVIT FOR URBAN LOT SPLIT
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 66411.7

My legal name is _____ (Affiant) and I hereby declare and affirm and agree to the following:

1. I am the real property owner/co-owner¹ of real property (Urban Lot Split property) located at: Address:

APN: _____
2. The Urban Lot Split property is/will be held as (circle one):
sole ownership, tenancy in common, joint tenancy, partnership, or community property.
3. The Urban Lot Split property has not been previously subdivided pursuant to California Government Code Section 66411.7.
4. Neither I, nor any other owner of the Urban Lot Split property, nor any person acting in concert with me or any other owner of the Urban Lot Split property, has previously subdivided any parcel adjacent to the Urban Lot Split property using an urban lot split pursuant to California Government Code Section 66411.7.
5. Pursuant to California Government Code Section 66411.7(g)(1), I intend to occupy a housing unit on the Urban Lot Split property as my principal residence for no less

¹ Note each owner/co-owner must execute and record and Affidavit for a SB9 Urban Lot Split or the Affiant must provide a legal document demonstrating authority to sign on behalf of all owners (e.g., corporate articles, partnership statement, trust document, power of attorney or similar).

than three (3) years beginning on_____ (the date of the County's approval of subdivision of the Urban Lot Split property) and ending on_____.

6. I understand, agree, and authorize the County of Inyo to undertake such action as it deems necessary to verify both the accuracy and veracity of this declaration. Such actions may include, but are not limited to, scheduled inspections and property record searches.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Affiant's Signature: _____

Date: _____

WARNING: TITLE 18, SECTION 101 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OF THE UNITED STATES GOVERNMENT. A PERSON THAT MAKES FALSE OR FRAUDULENT STATEMENTS IS ALSO GUILTY OF PERJURY UNDER SECTION 118 OF THE CALIFORNIA PENAL CODE.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss:

COUNTY OF INYO)

On _____, 20__ before me, _____, Notary Public,
(insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[This area for notary seal]

RESOLUTION NO. 2024-04

**A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS
FIND THE PROPOSED AMENDMENT EXEMPT FROM THE REQUIREMENTS OF
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, MAKE CERTAIN FINDINGS
WITH RESPECT TO AND APPROVE SUBDIVISION TEXT AMMENDMENT NO. 2023-
02 INYO COUNTY**

WHEREAS, on September 16, 2021, Governor Newsom approved Senate Bill 9 (California Housing Opportunity and More Efficiency [HOME] Act) (SB9) which amended Section 66452.6 and added Section 66411.7 to the California Government Code; and

WHEREAS, SB9 took effect on January 1, 2022; and

WHEREAS, SB9 requires all cities and counties to ministerially review and approve two types of projects, if specific criteria are met: 1) a subdivision of one lot into two resultant lots in a single-family residential zone (referred to as an "Urban Lot Split") and 2) a Second Dwelling Unit in a single-family residential zone; and

WHEREAS, SB9 allows local agencies to impose objective zoning and subdivision standards, as those terms are defined in Government Code Section 66411.7(m)(1) on the subdivision of single-family parcels subject to certain limitations; and

WHEREAS, pursuant to Government Code Section 66411.7(n), a local government may adopt an ordinance to implement SB9; and

WHEREAS, staff now proposes Chapter 16.25 (SB 9 Districts - Urban Lot Splits) be added to the Inyo County Code to implement the requirements of SB9 as they pertain to Urban Lot Splits; and

WHEREAS, pursuant to Government Section 66411.7(n), the County may adopt an ordinance to implement Government Code Section 66411.7 for SB9 Urban Lot Splits and such ordinance shall not be considered a project under the California Environmental Quality Act (CEQA). Further, the proposed amendment implements provisions of SB9 are not considered a project under Section 21000 et seq. of the Public Resources Code, and is Categorically Exempt from CEQA according to Section 15303 of the CEQA Guidelines 15303 (Class 3); and

WHEREAS, the Inyo County Planning Commission held a public hearing on April 24, 2024, to review and consider a request for approval of Subdivision Text Amendment (STA) No. 2023-02, and considered the staff report for the amendment and all oral and written comments regarding the proposal; and

WHEREAS, STA 2023-02 is internally consistent with the goals, objectives and elements of the County's General Plan and Zoning Code.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the April 24, 2024, hearing, including the Planning Department Staff Report, the Planning Commission makes the following findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed

amendment:

RECOMMENDED FINDINGS

1. The proposed amendment implements provisions of SB9 and is not considered a project pursuant to Government Code Section 66411.7(n) and Division 13 (commencing with Section 21000) of the Public Resources Code. Further, the proposed amendment implements provisions of SB9 are not considered a project under Section 21000 et seq. of the Public Resources Code, and is Categorical Exempt from the California Environmental Quality Act (CEQA) according to Section 15303 of CEQA Guidelines 15303 (Class 3).
2. The proposed amendment is consistent with the state-mandated program established under Senate Bill 9.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Approve the Ordinance adding Chapter 16.25 to the Inyo County Code related to Urban Lot Splits consistent with the requirements of Senate Bill 9 and based on all the information in the public record and on the recommendations of the Planning Commission.
2. Certify that STA 2023-02 is not a project under CEQA pursuant to 66411.7(n) of the Government and Section 21000 of the Public Resources Code and is further Exempt from CEQA pursuant to 15303 of the CEQA Guidelines.

PASSED AND ADOPTED this 24 day of April 2024, by the following vote of the Inyo County Planning Commission:

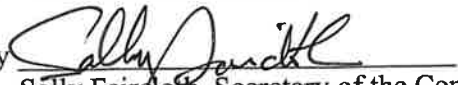
AYES: 3
NOES: 1
ABSTAIN:
ABSENT: 1



Todd Vogel, Chair
Inyo County Planning Commission

ATTEST:

Cathreen Richards, Planning Director

By 
Sally Faircloth, Secretary of the Commission

From: [Jennifer Krafcheck](#)
To: [Danielle Visuano](#)
Cc: [Anita Johnson](#)
Subject: Eastern Sierra CSD - Sewer Connections / Capacity
Date: Wednesday, April 24, 2024 9:07:19 AM
Attachments: [Ordinance 358.pdf](#)

You don't often get email from jennifer@escsd.org. [Learn why this is important](#)

Good morning Danielle,

As we discussed this morning, the Eastern Sierra Community Service District (District) is experiencing extremely high flows due to high groundwater that is causing inflow/infiltration (I and I) into our system and impacting our collection, treatment, and disposal systems. The flows at the District's treatment plant are currently exceeding the design capacity and the District's Board of Directors may consider a temporary cessation of sewer applications until the high flows are mitigated. The District is pursuing necessary steps to repair areas with I and I, and will continue to take necessary action to immediately address continuing unprecedented collection system I and I caused by abnormally high groundwater conditions and will take action to prepare for potential future similar conditions.

For future lot splits, subdivisions, or any other action that might impact the District's sewer system, it is imperative that the District be contacted prior to approval of any final parcel division, subdivision map, or large development so the District may review the plans and let the Inyo County Planning Department know if there is sewer capacity available, if there are connections/capacity fees due to the District, and whether or not there are sewer laterals to the proposed lots. The notification to the District regarding connection/capacity fees is outlined in the County of Inyo Ordinance No. 358 attached to this email.

Thank you for taking the time to discuss these items with me. I appreciate your help. Please feel free to contact me any time if you have questions.

Sincerely,

Jennifer Krafcheck
Executive Administrative Manager
Eastern Sierra Community Service District
301 West Line Street, Suite D
Bishop, California 93514
jennifer@escsd.org
T: 760-872-1415
F: 760-872-1289
C: 760-920-1788

ORDINANCE NO. 358

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING INYO COUNTY ORDINANCES NUMBERED 333, 334 and 194.

The Board of Supervisors of the County of Inyo, State of California do ordain as follows:

SECTION I. Article VI, Section 605 of Ordinance 333 is hereby amended to read as follows:

605. FEES: Lateral Connection Charge.

Prior to and as a condition precedent to the approval of any final parcel map final subdivision map or a certificate of compliance which results in a land division a lateral connection charge shall be paid to the Eastern Sierra Community Services District as required by Ordinance 334, the Sewer Service Charge Ordinance. Persons not seeking approval of a final parcel map, final subdivision map or a certificate of compliance, and who desire connection to the sanitary sewer system, shall pay to the Eastern Sierra Community Services District a lateral connection charge prior to the issuance of a lateral connection permit as required by Ordinance 334, the Sewer Service Charge Ordinance.

SECTION II. Article VIII, Section 80, of Ordinance 334 is hereby amended to read as follows:

80. LATERAL CONNECTION CHARGES.

Lateral connection charges shall be established from time to time by resolution of the Board. Such fees shall be collected prior to and as a condition precedent to approval of a final parcel map, final subdivision map or certificate of compliance which results in a land division or prior to the issuance of a lateral connection permit if approval of a final parcel map, final subdivision map, or certificate of compliance is not being sought.

SECTION III. Chapter 7, Section 7.25(B) of Ordinance 194 and Section 16.28.350 is hereby amended to read as follows:

16.28.350. FINAL MAP--COUNTY SURVEYOR ACTION.

Upon receipt of the final map, the county surveyor shall check it as to correctness of surveying data, plans, profiles and specifications of improvements, certificates of dedication, acceptances of dedication and acknowledgements of payment of lateral connection charges and such other matters as require checking to insure compliance with the provisions of law and of this title. If the final map is in the correct form prescribed

by the Map Act and this title, and the matters shown thereon are sufficient, their correctness shall be certified on the map by the county surveyor in the form prescribed by the Map Act. He shall thereupon transmit the map together with said other materials to the county attorney for presentation to the Board of Supervisors.

(Ord. 194 Ch.7 §7.25 (B), 1971.)

SECTION VI. ORDINANCE IN EFFECT.


This Ordinance shall be in full force and effect except as herein limited thirty (30) days following its adoption. Before the expiration of fifteen (15) days from the adoption hereof, shall be published for one week in a newspaper of general circulation, printed and published in the County of Inyo, State of California, and the ex-officio Clerk of the Board is hereby instructed to publish this Ordinance together with the names of the Board voting for and against the same.

Passed and adopted this 6th day of March, 1979.


Chairman of the Board of Supervisors

ATTEST:

Margaret Bromley, Clerk

By 
Deputy



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

July 9, 2024

Reference ID:
2024-525

Approval and Ratification of Contract Amendments and Associated Job Descriptions for the Assistant Director of Risk Management and Assistant Personnel Director

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

- A) Approve Job Descriptions for the Assistant Director of Risk Management and the Assistant Personnel Director;
- B) Approve the change to the Authorized Strength in the County Administrative Officer Department by deleting one (1) Risk Manager at Range 92 (\$9,442 - \$11,477) and adding one (1) Assistant Director - Risk Management at Range 92 (\$9,442 - \$11,477);
- B) Approve and ratify Contract Amendment No. 1 between the County of Inyo and Aaron Holmberg for provision of personal services as Assistant Director of Risk Management at Range 92, Step E, \$11,477 per month, and increasing the notice requirement for contract termination, effective October 13, 2022, and authorize the County Administrator to sign;
- C) Approve and ratify Contract Amendment No. 1 between the County of Inyo and Keri Oney for the provision of personal services as Assistant Personnel Director at Range 92, Step E, \$11,477 per month, effective October 13, 2022, and authorize the County Administrator to sign; and
- D) Direct staff to update the publicly available pay schedule accordingly.

BACKGROUND / SUMMARY / JUSTIFICATION:

The reclassification of the Risk Manager and Assistant Personnel Director was approved as part of the 2022/2023 budget and became effective in October 2022. While the salary schedule and pay were made effective for both positions at that time, contract amendments and job descriptions were never approved to match the budgetary action.

This item ratifies contracts with both employees, with the effective date matching the date of that prior Board action. These amendments are necessary to align the contracts with the previously approved budgetary changes, ensuring that the employment agreements are consistent with the organizational structure and compensation plan which were approved as part of the FY 22-23 budget. Additionally, the Inyo County Authorized Strength will be updated as part of this action to reflect the change in title for both positions, which is essential to ensure consistency with County Code.

There is no change in current compensation or current work duties for either position as part of this action. However, to ensure consistency with the other Assistant Director (and above) set of contract

terms, Section 11 - Termination & Discipline for the Assistant Director of Risk Management contract is being updated to increase the number of days from 90 to 180.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010800 - Personnel 010900 - Risk Management
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Position expenses are included in the FY 2024/2025 Budget, and there is no change to compensation as part of this item.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve any aspect of this item. This is not recommended, as both of these employees have been working in this capacity since their positions were changed and approved during the FY 22/23 budget. However, their contracts and job descriptions were never updated to reflect the changes which is now creating confusion and may result in audit findings.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Assistant Personnel Director Job Description
2. K. Oney - Contract Amendment No. 1
3. Assistant Director of Risk Management Job Description
4. A. Holmberg - Contract Amendment No. 1
5. A. Holmberg - Additional Page to Contract Amendment No. 1

APPROVALS:

Nate Greenberg	Created/Initiated - 7/2/2024
Darcy Ellis	Approved - 7/2/2024
John Vallejo	Approved - 7/2/2024
Amy Shepherd	Approved - 7/2/2024
Nate Greenberg	Final Approval - 7/2/2024



ASSISTANT PERSONNEL DIRECTOR

DEFINITION:

Under general administrative direction, plans, organizes and directs the activities of the Department of Human Resources; performs related duties as required.

DISTINGUISHING CHARACTERISTICS:

This is a single position class characterized by responsibility to develop and administer the County Personnel Management Program which includes Recruitment, Examination and Selection; Classification; Employee Relations; Equal Employment Opportunity; Organizational and Employee Development; Employee Benefits; and Personnel Records/Transactions. The incumbent serves as principal advisor to the County Administrative Officer and Board of Supervisors on the personnel and organizational matters. The position reports to the County Administrative Officer.

EXAMPLES OF DUTIES:

Duties may include, but are not limited to, the following:

- Directs the planning, development, implementation, and administration of personnel programs. Evaluates program effectiveness and initiates changes as required. Ensures coordination with county officials, affected departments and organizations.
- Formulates, recommends, and implements personnel management policies and procedures within the framework of the County's merit system and legal mandates.
- Interprets, explains, and ensures compliance with county Personnel Rules, Memorandum of Understanding, ordinances, and agreements. Directs the review and analysis of legislation, state and federal regulations, and court decisions affecting personnel matters.
- Advises the Chief Administrative Officer and members of the Board of Supervisors on sensitive and complex personnel matters.
- Directs the preparation, justification, and administration of the department budget; determines staffing and equipment needs.
- Makes presentations to the Board of Supervisors, various commissions, employee organizations, and hearing bodies. Maintains liaison with agency and department administrators and other government entities. Represents the County at conferences and meetings.
- Directs and manages a staff of analysts and other support personnel through subordinate managers.

EDUCATION/EXPERIENCE:

Any combination of education, skills and experience that demonstrate an ability to excel in the position may be considered. Typical demonstrations of such education and experience might include a bachelor's degree in Business, or a related field; at least five (5) years of progressively responsible professional administrative experience in a governmental agency, including at least two (2) years of management responsibility. Private-sector skills and experience with a demonstrated transferability may also be considered.

KNOWLEDGE OF:

- Principles, methods, practices and terminology of public merit system and human resources program administration and their application in the operation of a large public human resources agency.
- Current Federal, State, and local labor laws, regulations, practices, research, and court decisions relevant to public human resources administration.

- Principles and techniques of human resources management, including recruitment, selection, hiring, supervision, training and evaluation, benefit and leave administration.
- Principles of job classification and compensation analysis.
- Organization and operation of County government and functional departments.
- Principles and practices of government budgeting and fiscal management.
- Principles and processes for providing customer service and public employment services.
- Current technology, information system applications, and automation principles and practices in the human resources field.

ABILITY TO:

- Effectively manage complex human resources programs and related activities.
- Select, train, engage and motivate professional and clerical subordinates, as well as, plan, prioritize and supervise their work.
- Understand, interpret, and apply Federal, State, and local laws and regulations as they apply to human resources administration.
- Advise and collaborate with other department directors and staff to ensure compliant human resources practices.
- Develop, present, and implement budget plans and monitor departmental revenues and expenditures.
- Establish and maintain effective working relations with other County departments, representatives from other public and private agencies, staff, and the public.
- Communicate with tact, skill and diplomacy when engaging in difficult problem solving and issues.
- Advise and engage the cooperation and support of the public and other parties concerned with human resources program operations.
- Communicate effectively in writing and orally in a clear, logical, and concise manner.

SPECIAL REQUIREMENTS: You may be required to drive a motor vehicle in the course of employment and must possess a valid operator's license issued by the State Department of Motor Vehicles. Must successfully complete a pre-employment background investigation. Your position may be required to serve as a Disaster Service Worker during a County emergency.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, and oral interview.

**AMENDMENT NUMBER _____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE PROVISION OF PERSONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and _____, of _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated _____, on County of Inyo Standard Contract No. _____, for the term from _____ to _____.

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:

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.

**AMENDMENT NUMBER _____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND**

FOR THE PROVISION OF PERSONAL SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

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

CONTRACTOR

By: _____
Signature

Print or Type Name

Dated: _____



ASSISTANT DIRECTOR OF RISK MANAGEMENT

DESCRIPTION

At the direction of the County Administrative Officer (CAO), this critical, single-classification position directs, guides, supports, and carries out work in the areas of risk management, insurance program administration, compliance, safety administration, and disability program administration.

In a manner consistent with the County Code and in coordination with the CAO, this role is responsible for strategic management of loss control and loss prevention through risk identification and analysis, risk financing and financial management, contract review, system monitoring, and claims management. This person is expected to work cooperatively across all levels of the organization to manage exposures that could affect budget, operations, and/or reputation. This role requires strong collaborative, ethical, professional, and service oriented leadership and interpersonal skills that operate in a complex and dynamic environment. In addition to their everyday duties, this position may be appointed as a representative for Inyo County on governing bodies or entities associated with this area of work.

EXAMPLES OF ESSENTIAL FUNCTIONS IN RISK MANAGEMENT

- Under direction of the County Administrator, serves in the capacity of Risk Manager for the County
- Plans, organizes, and directs the activities of the County's risk management programs and services
- Administers all lines of coverage for the County
- Identifies and directs subrogation or recovery activity against persons or entities responsible for damage to property, liability losses, or injuries to employees
- Develops and analyzes risk metrics
- Identifies creative solutions to reduce frequency and severity of potential future losses
- Oversees insurance, risk management, employee safety, and disability services expenses, forecasts, and budgets to ensure all financial objectives are met
- Makes presentations and policy recommendations regarding cost control strategies
- Attends hearings, trials, depositions, arbitrations, and mediations
- May represent the County on various boards/committees and at conferences and seminars
- Represents the County to brokers, underwriters, actuaries, and third-party administrators

- Establishes reserves on liability cases
- Conducts contract and special event risk assessments
- Interprets legal documents, validating insurance documentation and maintaining permanent insurance records
- Evaluates, negotiates, and settles claims as appropriate within settlement authority
- Conducts asset inventory inspections and evaluations
- Prepares and monitors the department budget
- Supervises and evaluates safety staff

EXAMPLES OF ESSENTIAL FUNCTIONS IN SAFETY

- Proactively champions a culture of employee safety to reduce the frequency and severity of work-related injuries and illnesses
- Performs complex and varied technical and analytical tasks in the development, implementation, and administration of the County's Safety Program
- Provides recommendations for the elimination or mitigation of safety challenges
- Reviews, develops, and updates safety plans and programs, policies, and procedures
- Identifies and addresses gaps by working in collaboration with departments and service providers to improve efficiency, effectiveness, and delivery of safety programs
- Writes, reviews, and evaluates reports for accurate, complete, and appropriate recommendations
- Conducts audits, charts progress, and makes reports
- Serves the County as a resource on employee safety related topics and provides technical and educational resources and coaching on safety related topics to minimize injuries and property damage
- Supervises related staff
- May represent the County with Cal/OSHA and related agencies or associations

EXAMPLES OF ESSENTIAL FUNCTIONS IN DISABILITY PROGRAMS AND SERVICES

- Serves as the designated County ADA Coordinator, working to ensure equal access to County programs, services, activities, and locations for individuals with disabilities
- Participates in legal proceedings such as trials, depositions, grievances, arbitrations, and mediations
- Manages the FEHA interactive process, including all meetings, documentation, and charting, for employees
- Oversees and performs ADA inspections of facilities, programs, and services
- Recommends, drafts, and updates policies and procedures to stay in compliance with changing in law
- Presents updates of the ADA Transition Plan and Self Evaluation and to the ADA Task Force and Board of Supervisors
- Advises departments on how to identify and provide effective accommodations related to physical access or assistive technology

- Serves County staff as a resource on disability rights, developing training materials and delivering training, while keeping abreast of laws, regulations, case law, and changes in technology

EMPLOYMENT STANDARDS

Experience and Education: A Bachelor's degree from an accredited college or university in risk management, insurance, business, or public administration, or closely related field AND five years of professional-level experience in Risk Management, industrial safety, loss prevention, or claims administration, including two years of supervisory experience. Experience with the ADA or Cal/OSHA is a plus. An Associate in Risk Management (ARM) may be substituted for one year of required experience, or should be obtained within the first year of service.

Any of the following would be of help in this role: Master's in business administration (MBA), Chartered Property Casualty Underwriter (CPCU), Associate in Claims (AIC), Certified Safety Professional (CSP), or Certified Risk Management Professional (RIMS-CRMP).

Knowledge of:

- Management principles, including program planning, implementation, and administration
- Principles and practices of administrative survey and analysis
- Federal, State, and local laws relating to insurance management, claims processing, claims investigation, workers' compensation, occupational safety, ADA, and FEHA
- Principles and practices of risk management, loss control, and asset protection
- Programs relating to general and financial liability protection
- Financial and legal requirements for developing, implementing, and administering self-insurance plans
- Claims adjusting and settlement methods
- Subrogation procedures
- Contract and tort law as it applies to general liability, claims adjustment, and insurance settlements
- Third party risk management, document retention standards
- Mitigation practices and techniques
- Principles and practices of accounting and financial analysis, including budgetary practices and controls
- Principles and practices of supervising and leading employees

Ability to:

- Work cooperatively and independently to evaluate systems and processes in risk management, risk control, insurance programs, safety management, and disability services, to identify gaps and to develop and implement continuous improvements in those systems and processes.
- Develop/evaluate program policies and procedures
- Negotiate in good faith in the interest of the County
- Analyze and interpret laws, ordinances, regulations, and best practices

- Identify, analyze, and make recommendations regarding threats and weaknesses that may affect County operations
- Analyze and interpret complex regulations, policies, reports, data, and related legal documents
- Develop, plan, and coordinate data-driven loss control programs
- Identify occupational hazards and develop programs and tools to eliminate/control/reduce those hazards
- Work with internal and external partners to identify and address hazards and accessibility concerns for the public regarding county services, programs, and facilities
- Collect, evaluate, and interpret data as needed
- Prepare and present clear and concise reports
- Communicate effectively orally and in writing
- Exercise initiative, ingenuity, prudence, and sound and independent judgment in solving difficult technical and administrative problems
- Work cooperatively and independently with those contacted in the course of work

Physical Demands: As part of this position, this person conducts safety audits and conducts post-incident investigations, requiring walking, driving, seeing, hearing, documentation in various manners, and acute awareness. In response to certain events, such activities could include on rare occasions a high degree of mobility and use of equipment to climb, bend, stoop, and kneel in a potentially hazardous environment necessitating a range of senses and the donning of safety equipment to evaluate, document, and control an environment and incident. A range of safety equipment may be required in certain situations. Other times, manual dexterity to use standard office equipment, computer skills, speech and hearing to communication in person and by telephone and other electronic communication devices; vision to read handwritten and printed materials and a computer and cell phone screen. Reasonable accommodation may be made for some physical demands for otherwise qualified individuals who require and request such accommodation.

Special requirements: As accidents can happen at any time, the Risk Manager may be called upon outside of normal business hours. This position may serve as the Safety Officer of the EOC when called upon during emergencies. This position requires significant travel - a County motor pool vehicle will be provided for use in the course of employment. A valid operator's license issued by the State Department of Motor Vehicles must be maintained. Must successfully complete a pre-employment background investigation. Your position may be required to serve as a Disaster Service Worker during a County emergency.

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County and Contractor hereby amend such Agreement as follows:

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.

**AMENDMENT NUMBER _____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND**

FOR THE PROVISION OF PERSONAL SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

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

CONTRACTOR

By: _____
Signature

Print or Type Name

Dated: _____

**AMENDMENT NUMBER ONE (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
AARON HOLMBERG
FOR THE PROVISION OF PERSONAL SERVICES**

Amendment Additional Page – 1 of 2

1. The following language in the Introduction:

“WHEREAS, Aaron Holmberg (hereinafter referred to as "Risk Manager") has been or will be duly appointed as a Risk Manager for Inyo County; and”

Shall be amended to read:

“WHEREAS, Aaron Holmberg (hereinafter referred to as "Assistant Director of Risk Management") is hereby duly appointed as the Assistant Director of Risk Management for Inyo County; and”

2. The following language in Section 11. TERMINATION AND DISCIPLINE:

“Risk Manager’s services under this Agreement may be terminated by County without cause and at will, for any reason by giving to Risk Manager Ninety (90) days written notice of such intent to terminate.”

Shall be amended to read:

“Assistant Director of Risk Management’s services under this Agreement may be terminated by County without cause and at will, for any reason by giving to Assistant Director of Risk Management one hundred eighty (180) days written notice of such intent to terminate.”

3. ATTACHMENT A

Shall be amended in its entirety to read:

“Upon commencing employment, Assistant Director of Risk Management shall perform the duties and responsibilities as identified in the job description for Assistant Director of Risk Management incorporated herein by this reference.”

4. ATTACHMENT B

Section 1 of Attachment B shall be amended in its entirety to read:

“1. Beginning on the effective date of Amendment 1 to the employment agreement between the County and Assistant Director of Risk Manager, Assistant Director of Risk Management shall be paid at Range 92, Step E and be paid \$11,477 per month and shall be paid every two weeks on County paydays.”

**AMENDMENT NUMBER ONE (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
AARON HOLMBERG
FOR THE PROVISION OF PERSONAL SERVICES**

Amendment Additional Page – 2 of 2

4. ATTACHMENT B (Continued)

Section 2 of Attachment B shall be amended in its entirety to read:

"2. The County Administrator will review Assistant Director of Risk Management's performance annually."

Section 6 of Attachment B shall be amended in its entirety to read:

"6. Assistant Director of Risk Management 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. For the first fiscal year of this Agreement, Assistant Director of Risk Management shall have his current balance of administrative hours, if any, roll over from his current position into this Assistant Director of Risk Management position. Any other expiring leave shall be similarly rolled over.



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

July 9, 2024

Reference ID:
2024-518

National Forest Foundation Collaborative Capacity Program for Forests & Communities Grant Program

County Administrator - Emergency Services

ACTION REQUIRED

ITEM SUBMITTED BY

Kristen Pfeiler, Wildfire Preparedness Coordinator

ITEM PRESENTED BY

Kristen Pfeiler, Wildfire Preparedness Coordinator ,
Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Authorize the Office of Emergency Management to apply for a National Forest Foundation Capacity grant to fund staff who can assist with collaborative fuel reduction projects.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County's Wildfire Preparedness Coordinator (WPC) position was originally funded in October 2022 by a CalFire grant. The position is based in the County's Office of Emergency Management and the individual in that position spent the past two years helping local fire districts draft wildfire protection plans and access needed resources; partnered with the Whitebark Institute on wildfire preparedness and community resilience workshops around the County; and developed Inyo County's Community Wildfire Protection Plan (which will be coming to your Board later this summer for approval). Funding for the position is nearly exhausted, but there is an opportunity through the National Forest Foundation Collaborative Capacity Program for Forests & Communities Grant Program to provide additional funding toward the WPC.

Applications for the grant funding are due on July 12, 2024, and proposals must support collaboration or collaboration-based activities that aim to benefit National Forest System lands. Activities funded in this round will begin in early September 2024 and may run for up to two years, through September 2026.

This agenda item requests authorization to apply for the full grant amount of \$150,000 to be used to fund staff to work on collaborative fuel reduction projects. The goal is threefold: to enhance multi-jurisdictional coordination and collaboration, develop replicable and comprehensive fuel reduction and ecosystem management plans, and build community resilience and capacity. The grant fund will allow for generating and coordinating activities necessary for comprehensive fuel reduction and ecosystem management. Initial efforts will focus on the Bishop Resilience Project, a watershed-scale initiative involving key stakeholders such as the U.S. Forest Service, Bureau of Land Management, Los Angeles Department of Water and Power, and local Tribal and government agencies.

Per the grant guidelines, for requests of \$50k and above, the grant application must include: (1) "Multi-year, line-item budget details," and (2) "additional narrative" describing the plan to utilize the grant funding. Given the time sensitivity of the application deadline and a number of unknowns, staff is not only

seeking approval from the Board to pursue this funding, but a general amount of direction with respect to approach.

One option for using the grant funding is to build the capacity needed to carry out these projects by directing a majority of the funds (approximately \$120,000) toward the Inyo-Mono Resource Conservation District (IMRCD). The remaining \$30,000 would go toward the WPC's direct assistance to the IMRCD as well as focus on the development of a project pipeline based on the Community Wildfire Protection Plan (CWPP), ensuring the framework can be applied to other communities in need. Under this option, the IMRCD would utilize the funds to hire staff, provide training and professional development, facilitate meetings and community outreach activities, and offer project management and administrative support. Temporarily non-functioning since COVID, the IMRCD is back online with a staff of one and five board members. The mission of the IMRCD is to protect and enhance natural resources for the citizens of Inyo and Mono counties by coordinating with stakeholders in Inyo and Mono to help them achieve their goals and provide assistance to the Natural Resources Conservation Service in providing technical assistance to farmers, rancher, Tribes, and other stakeholders. While this approach may bring more capacity to bear with regard to the overall effort, there are a number of critical details which would need to be worked out before Inyo County could effectively engage with the IMRCD. At this juncture, there is not enough clarity around those gaps - though should this be of interest to the Board, staff would work to identify and seek to resolve all issues before officially accepting any grant money for this purpose.

A second option is to use the full grant award toward Inyo County's WPC position funding. While this approach may not bring as much resource toward the overall project effort, it would provide for continuity of the existing efforts in this space. Among some of the work activities would be a necessary focus on capacity building through collaboration which would meet the expectations of the grantor and further the elements identified in the CWPP.

Assuming your Board is generally supportive of applying, staff requests direction from your Board in regard to how best to utilize the grant funding, thereby informing the grant application.

FISCAL IMPACT:

Funding Source	Federal grant funds delivered in partnership with the USDA Forest Service.	Budget Unit	023700
Budgeted?	No	Object Code	5001
Recurrence	One-Time Grant Award / Two-Year Performance Period		
Current Fiscal Year Impact			
If awarded, this grant could award up to \$150,000 which would partially or fully fund the Inyo County Wildfire Coordinator and IMRCD positions, depending on other funds received or allocated.			
Future Fiscal Year Impacts			
If funds remain, the performance period will run through September 2026.			
Additional Information			

Cash and in-kind match are encouraged but not required. Match is not a factor in project evaluation.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny the request to apply for the grant or direct staff with regard to the nature of the proposal to be outlined in the application.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo-Mono Resource Conservation District, Inyo National Forest, National Forest Foundation

ATTACHMENTS:

1. Request for Proposals

APPROVALS:

Kristen Pfeiler	Created/Initiated - 7/2/2024
Darcy Ellis	Approved - 7/2/2024
Mikaela Torres	Approved - 7/2/2024
Keri Oney	Approved - 7/2/2024
John Vallejo	Approved - 7/2/2024
Nate Greenberg	Final Approval - 7/2/2024



Collaborative Capacity Program for Forests & Communities REQUEST FOR PROPOSALS - 2024

Key Information

Program Focus: The National Forest Foundation's new Collaborative Capacity Program financial awards will provide resources, invest in skills and tools, and support activities that make Tribal co-stewardship and collaboration for forest stewardship successful. Eligible collaborative efforts must describe how investments in collaboration will support a long-term strategy for achieving stewardship outcomes into the future and these outcomes must seek to benefit National Forest System lands. There are two funding pathways – one for Tribal Applicants and one for All Applicants.

Geographic Restrictions: Proposals will be accepted from throughout the United States and must demonstrate a future benefit to National Forest System lands.

Application Deadline: July 12, 2024, at 11:59 pm MDT.

Funding Type: Federal funds delivered in partnership with the USDA Forest Service.

Eligible Applicant Organizations: Nonprofit organizations, local governmental entities, Tribal governments and organizations, and Tribal and other colleges and universities. If your organization or collaborative group does not meet this eligibility criteria requirement, it must utilize an eligible fiscal sponsor.

Eligible Use of Funds: Funding must support collaboration or collaboration-based activities that aim to benefit National Forest System lands.

Award Amount: From ~\$10k to \$150k per award.

Matching Requirements: Cash and in-kind match are encouraged but not required. Match is not a factor in project evaluation.

Performance Period: Activities funded in this round will begin in early September 2024 and may run for up to two years, through September 2026.

Informational Webinars:

- For All and Tribal Applicants on Wednesday, May 22, 10 – 11:30am (MDT). [Please Register Here.](#)
- For Tribal Applicants on Wednesday, May 29, 12 – 1:30pm (MDT). [Please Register Here.](#)

Applicant Resources:

- [Collaborative Capacity Program for Forests & Communities Webpage](#)
- [Frequently Asked Questions](#)
- [Required Eligibility Quiz](#) for Tribal Applicants and All Applicants

For questions about eligibility, proposal scope, or the application process, please contact Rebecca Brickner at e: collab-capacity@nationalforests.org and p: 360-899-0962.

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General Information

The National Forest Foundation (NFF) is excited to share the 2024 Request for Proposals for funding through the Collaborative Capacity Program (CCP) for Forests & Communities. There are two funding pathways – one for Tribal Applicants and one for All Applicants.

About the National Forest Foundation

The [National Forest Foundation](#) (NFF) inspires all of us to embrace and protect the awe-inspiring natural world. In cooperation with hundreds of partners, we lead natural solutions that protect our people and planet. Through direct fieldwork, facilitation, grant programs, and promotion of responsible recreation, the NFF inspires people to get personally involved in caring for the 193 million acres of public lands that make up our National Forest System.

About the Collaborative Capacity Program for Forests & Communities

The Collaborative Capacity Program for Forests & Communities (CCP) is a new program that builds capacity within and across collaborative groups (see [Program Definitions](#) section) to achieve forest stewardship goals in ways that are most inclusive and equitable. The program views collaboration as a cornerstone for sustained and adaptive forest restoration, recreation, and wildfire resilience projects.

Through funding, technical assistance, and peer networking, the CCP program uses a holistic approach to provide capacity for successful collaboration and to encourage, amplify, and distribute new and innovative practices. The technical assistance and peer networking components of the CCP program are forthcoming and will be announced separately.

The CCP is funded by appropriations to the USDA Forest Service (Forest Service) through the Bipartisan Infrastructure Law (Section 40803-c-10) to support “collaboration and collaboration-based activities.” The program is developed, executed, and managed by the NFF.

Funding Overview

Forest stewardship is the responsible planning and management of forest ecosystems, watersheds, and surrounding landscapes to ensure their long-term health and productivity. Forest stewardship is also concerned with economic and social wellbeing and emphasizes the important connections between forest ecosystems and people. Collaboration for forest stewardship is a tool for working across land-ownership boundaries to reduce wildfire risk, ensure sustainable recreation and access, and build forests and communities that are resilient to climate change and other stressors. The CCP's financial awards support the critical capacity elements and activities that make Tribal co-stewardship and other collaborative forest stewardship successful.

Collaborative forest stewardship efforts in all stages of their development require capacity support of some kind, and the specific capacity needed will vary depending on the area of focus, existing resources, relationships, and skill sets. For example, these financial awards may assist with startup costs for building new relationships and forming a collaborative in a specific landscape. Alternatively, they may help expand the scale, impact, and inclusivity of existing collaborative efforts.

Eligible collaborative efforts for the CCP's financial awards must describe how investments in collaboration will support a long-term strategy for achieving stewardship outcomes into the future and these outcomes must provide a future benefit to forests and grasslands currently managed by the USDA Forest Service as part of the National Forest System. A few examples of stewardship outcomes include the implementation of restoration plans in post-fire areas, building more accessible trails, or conducting erosion control work to improve stream and watershed health. Work of this type is focused on comparatively longer time horizons to account for the extensive collaborative effort required in advance of project planning or implementation. While CCP's financial awards do not directly support on-the-ground project implementation, the outcomes proposed by applicants must aim to benefit forests and grasslands currently managed by the USDA Forest Service as part of the National Forest System.

In addition to benefiting National Forest System lands, the CCP has three main objectives:

1. **To increase and improve the capacity for collaboration** between Tribes and other strategic partners and the Forest Service to achieve long-term stewardship outcomes that benefit National Forests and Grasslands. This capacity will support equitable and inclusive planning for watershed and/or landscape-scale stewardship projects.
2. **To ensure more inclusive and equitable collaboration** by centering Tribal Nations and historically excluded and underserved communities in their efforts to participate, lead, and design collaborative efforts with the Forest Service and other strategic partners.
3. **To support the exchange of information and amplify lessons and best practices** for equitable and inclusive collaboration, increasing collaborative capacity, storytelling and measuring success, and more, with the broader collaborative stewardship field of practice.

Program Definitions

The CCP operates under the following definitions:

Collaborative forest stewardship is when people with different perspectives work together to find shared solutions to complex forest management challenges, like extreme wildfire, climate change stressors, and concerns about sustainable recreation. This type of collaboration can succeed at multiple levels – from local to national – to build shared understanding and solutions. A variety of support is required to make collaborative forest stewardship successful, like coordination, facilitation, communications, fundraising, training, and more. Collaborative forest stewardship requires partners that come together to transcend individual organizations' efforts and work collaboratively towards shared goals for forest stewardship. There is no concrete number of partners or perspectives defined for collaboration; however, applicants consisting of only a few partners or perspectives will generally not be competitive in this program.

Collaborative groups consist of multiple partners and interests who work together to identify common ground. They may aim to lead, coordinate, organize, and provide feedback on collaborative forest stewardship projects in a specific place or region. The term "collaborative groups" refers to all partnerships, networks, coalitions, Tribes and other governments, and initiatives working towards shared place-based or regional goals.

Many have observed the lack of meaningful inclusion and genuine engagement with Tribes and underserved communities in the field of collaborative forest stewardship, creating inequities in decision-making and planning for forest stewardship projects. The definition of *collaboration* is evolving and expanding into a broader range of ways of reaching and engaging with people and communities, including those who have been previously excluded from accessing National Forests and the benefits derived from them. For example, through their government-to-government relationships, Tribes are increasingly collaborating with the Forest Service through co-stewardship agreements.¹ Several opportunities exist to collaborate with underserved communities through natural resources projects as well as sustainable recreation and cultural heritage projects. The CCP uses the definitions of equity and underserved communities cited in the Forest Service's Equity Action Plan²:

Equity is the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons; Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

¹ [Annual Report on Co-Stewardship USDA](#) (2022)

² [Forest Service Equity Action Plan](#) (2022)

Underserved communities are populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life.

The **National Forest System** includes the public lands managed by the Forest Service, including forests, grasslands, and related lands throughout the United States and its territories. [Click here](#) to view a map of National Forest System lands.

Funding Pathways and Eligible Organizations

The CCP provides two funding pathways – one for Tribal Applicants and one for All Applicants. Please carefully read the information below on the eligibility differences of each pathway.

Tribal Applicants Pathway

Tribes have been careful stewards of forests since time immemorial. The NFF acknowledges the unique and diverse perspectives of the 574 federally recognized Tribes and Alaska Native Villages, and the many other state and non-recognized Tribes. This pathway specifically applies to federally recognized Tribal applicants; however, state and non-recognized Tribes may be eligible to apply through the [All Applicants Pathway](#).

There are several ways that federally recognized Tribes engage with the Forest Service, including government-to-government consultation, collaboration, or even formal agreements, such as co-stewardship agreements. The Forest Service's Tribal Action Plan³ directly states how Tribal sovereignty, in relation to public lands management and National Forests, entails the recognition of Tribal Nations and their rights to participate in decision-making processes regarding lands that hold cultural, historical, and spiritual significance to them.

Eligibility for Tribal Applicant Pathway:

1. **Organization Type:** Applications for the Tribal Applicant pathway will be considered from federally recognized Tribal governments⁴ and Tribal organizations.⁵

³ [Forest Service Tribal Action Plan](#) (2023)

⁴ A "federally recognized Tribe" refers to any Indian or Alaska Native Tribe, Band, Nation, Pueblo, Village, or other community included on a list published by the Secretary of the Interior pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 479a-1; see also Executive Order 13175, sec. 1(b)). The most current list of the 574 Federally-recognized Tribes was published on 1/8/2024 in the Federal Register and can be accessed here: [Federal Register: Indian Entities Recognized by and Eligible To Receive Services From the United States Bureau of Indian Affairs](#).

⁵ The definition of "Tribal organization" found at 25 U.S. C. § 5304 (l) under the [Indian Self-Determination and Education Assistance Act](#) (Public Law 93-638). "Tribal organization" means the recognized governing body of any Indian tribe; any legally established organization of Indians which is controlled, sanctioned, or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities.

2. **Tribal Resolution or Letter of Support:** All proposals to this pathway must include a letter of support from Tribal leadership (e.g., Tribal Council, Tribal department staff) with application materials and, if awarded, a Tribal resolution. Please reach out to the NFF with any questions related to letters of support.

All Applicants Pathway

This funding pathway is designed to support all other applicants. This funding pathway focuses on adding capacity where it is missing and supporting collaborative groups in evolving to take on more intersectional approaches.

Eligibility for All Applicants Pathway:

1. **Organization Type:** Applications to this funding pathway will be considered from nonprofit organizations, local governmental entities, state-recognized Tribal governments, and colleges and universities. If your organization or collaborative group does not meet this eligibility criteria requirement, it must utilize an eligible fiscal sponsor. For more information, see the section on [Fiscal Sponsorship](#).
2. **Letters of Support from the Forest Service:** See [Guidance on Forest Service Letters of Support](#). Please contact the NFF with any questions related to Forest Service support letters. NOTE: If an applicant includes a Tribe(s) or Tribal organization(s) in the collaborative proposal, applications must include signed letters of support from the partnering entity and/or a Tribal resolution(s) from a partnering Tribe.

Fiscal Sponsorship

If your organization or collaborative group does not meet the organization eligibility criteria above, it must utilize a fiscal sponsor that is an eligible type of organization and consistent with the [NFF Policy on Fiscal Sponsorship](#). A fiscal sponsor is an organization that offers their legal status to accept funds on behalf of a partner organization – or partners – that do not have the same organizational status. The IRS considers fiscal sponsors and sponsored organizations or partners to be the same entity, so both parties should be aligned in their purpose and mission. Fiscal sponsors are legally responsible for the financial award and will be responsible for dispersing the financial awards to the sponsored organization(s) or partners. Please contact the NFF with questions about an organization's eligibility or questions about using or finding a fiscal sponsor.

Funding Details

The following funding details apply to both Tribal and All Applicants. This is a new program and funding details may change in future rounds. Applications that demonstrate a financial need will be prioritized for this round of funding.

Eligible Use of Funds

Successful applicants will demonstrate how collaborative elements and activities will lead to stewardship benefit(s) to National Forest Systems lands. The types of collaborative capacity elements and activities supported through financial awards may include, but are not limited to:

- **Collaborative capacity elements**
 - Dedicated staff or contractors for coordination and facilitation support
 - Dedicated staff or contractors for writing and managing co-stewardship agreements (federally recognized Tribal applicants only)
 - Communications and data sharing systems (e.g., developing an internal database or external website)
 - Skill-building and workshops
 - Stipends or honoraria for equitable participation in collaborative efforts
- **Collaborative activities**
 - Costs associated with the design of strong and equitable governance models
 - Costs associated with relationship-building with new audiences and deepening relationships with existing audiences
 - Inclusive public engagement and outreach activities
 - Travel related to collaborative group activities, meeting and convening costs
 - Costs related to the development of action plans, strategic planning documents, and other shared strategy materials
 - Technical services that meet project and program-specific needs (e.g., GIS support for project planning)
 - Costs related to collaborative or partnership assessments

Ineligible Use of Funds

CCP's financial awards may not support on-the-ground project implementation. This includes but is not limited to activities like restoration treatments, trail maintenance, invasive species control, and/or hazardous fuels reduction. Additionally, funds may not be used for any advocacy, litigation, or political organizing.

Budget and Match Requirements

- Proposals to the CCP may range from ~\$10k to a maximum of \$150k
- Proposals requesting \$50k and above must include additional narrative and budget detail
- Cash and in-kind match are encouraged, especially with requests over \$50k, in 2024 funding round
- Match is not a factor in project evaluation

Funding Rounds and Designations

The CCP intends to host three annual funding rounds from 2024 through 2026. The total CCP funding amount for the three rounds is \$2.5 million, with 25% targeted for recipients in Forest Service Region 6 (Oregon and Washington), including Tribal or All Applicants. Additionally, at least 25% of the total program amount is targeted for federally recognized Tribes. Recipients of funding in 2024 or 2025 may reapply to the program after their initial award is closed.

Performance Period

Financial assistance awards funded in the 2024 funding round will begin in early September 2024. Applicants may select the duration of the award, which may run for up to two years through 2026.

Application Review Process

A review committee of NFF staff, Forest Service staff, and external reviewers relevant to the program priorities and communities will review proposals and make funding recommendations. The application review process is expected to be completed within two months of the application deadline.

Evaluation Criteria

Each member of the review committee will evaluate applications based on the following equally weighted criteria.

Strength of Engagement and Collaborative Process

In this group of evaluation criteria, reviewers are asked to consider the engagement and collaborative activities proposed:

- The extent to which the proposed work will strengthen or create relationships between strategic partners.
- The extent to which the proposal demonstrates a commitment to equitable decision-making and inclusive collaborative processes.
- The extent to which the proposal demonstrates a need for collaborative capacity elements and activities.

Strength and Diversity of Involvement in the Collaborative Effort

In this group of evaluation criteria, reviewers are asked to consider the existing and intended participants in the collaborative effort and the degree to which they are involved.

- The extent to which the applicant demonstrates meaningful awareness of ecological, cultural, traditional, and/or social information and how it influences new and existing collaborative efforts.
- The extent to which the proposed activities will support meaningful involvement and voice of geographically relevant underserved communities.
- The extent to which the proposed activities will support meaningful involvement and voice of geographically relevant Tribes and Indigenous communities.

Feasibility and Strength of Proposal

In this group of evaluation criteria, reviewers are asked to consider the planning aspects of the proposal and whether it is responsive to the stated needs:

- The extent to which the proposed goals and objectives are consistent with the identified needs.
- The extent to which the activities contribute to a long-term strategy.
- The extent to which the means of evaluating and monitoring progress are well defined and appropriate for the stated goals.
- The likelihood the applicant will complete activities within the proposed award period.
- The extent to which the budget is reasonable given the proposed activities.

How to Apply

Applicants complete and submit applications through an online application platform and start with an [eligibility quiz](#). Refer to this RFP document and the following resources as you complete the online form.

Application Components

- **For all requests**
 - Brief narrative of context, goals, activities, and proposed outcomes/evaluation
 - Budget (category-level only) and budget narrative
 - Information about the applicant and organizational history
 - **For Tribal Applicants pathway**
 - Letter of support from Tribal leadership (e.g., Tribal Council, Tribal department staff) with application materials; if awarded, a Tribal resolution is also required. Please reach out to the NFF with any questions related to letters of support.
 - **For All Applicants pathway**
 - Letter of support from Forest ServiceNOTE: If an applicant includes a Tribe(s) or Tribal organization(s) in the collaborative proposal, applications must include signed letters of support from the partnering entity and/or a Tribal resolution(s) from a partnering Tribe.
- **Requests of \$50k and above must also provide**
 - Multi-year, line-item budget details
 - Additional narrative

Reporting Requirements

- Update Report*
 - Completed every six months.
 - These reports include a financial status report, plus a brief descriptive report on activities completed. This brief report on activities completed can be in written form or through an interview.

- Final Report*
 - Completed at the end of the performance period.
 - This final report includes a written financial report plus a written narrative describing the activities completed. Final report narratives may also include video, photo essay, story map, or media.

*No sensitive information (e.g., proprietary Tribal data, Indigenous Tribal Ecological Knowledge or “ITEK,” or any other information deemed sensitive by the Tribal applicant) is necessary for the application. The applicant may withhold sensitive Tribal data and information (e.g., proprietary Tribal data, ITEK) may be excluded/redacted from all project deliverables to ensure protection. The NFF will work with the Grantee to ensure a clear process for excluding sensitive Tribal data in the Grant Agreement. For example, maps (if necessary) may be an approximation in the case that resource location is considered sensitive information.

Applicant Resources

Frequently Asked Questions

The NFF has established a page for [frequently asked questions](#). It will be updated regularly over the course of the program.

Informational Webinars

Two informational webinars regarding proposal requirements and the submission process will be provided at the dates and times below. Both webinars will be recorded and posted on the [Collaborative Capacity Program for Forests & Communities Webpage](#).

- For All and Tribal Applicants on Wednesday, May 22, 10 – 11:30am (MDT). [Please Register Here.](#)
- For Tribal Applicants on Wednesday, May 29, 12 – 1:30pm (MDT). [Please Register Here.](#)

How to Start a New Application

Every applicant must complete an eligibility quiz to ensure their proposed activities and organization are eligible to receive funding. Upon successful completion of the eligibility quiz, you will receive an email with an access code and instructions that will allow you to initiate an application.

For Tribal Applicants, [use this link](#) to complete an approximately 10-question quiz that ensures the proposed activities and organization are eligible to receive funding.

For All Applicants, [use this link](#) to complete an approximately 10-question quiz that ensures the proposed activities and organization are eligible to receive funding.

How to Return to the Application You Started

If you have already completed the eligibility quiz and initiated an application, you can return to the application form by following these steps:

1. Go to the application login page at <https://www.grantinterface.com/Home/Logon?urlkey=nationalforests>
2. Log in with your existing account
3. Click “Edit Application” to the right of the name of your saved application

Proposal Attachment Forms

The NFF regularly updates its standard forms and applicants must download and use the current forms each grant round. Do not re-use NFF forms saved on your computer from previous rounds.

- [NFF Master Financial Plan form](#)
- [NFF Expanded Budget form](#)

Policies and Documents

Prior to developing a CCP application, applicants should review and understand this RFP and the following policies:

- [NFF Indirect Cost Rate Policy](#)
- [NFF Policy on Fiscal Sponsorship](#) (if applicable)

Additional guidance on how to complete the NFF CCP application and budget forms are provided in these documents:

- [How to Complete the NFF Master Financial Plan](#) – This document covers definitions of expense categories and match sources and provides detailed examples of both the Master Financial Plan and Expanded Budget forms.
- [Guidance on Forest Service Letters of Support](#) – This document provides guidance on obtaining a US Forest Service Letter of Support.

Additional Questions and Program Contact

NFF Conservation Awards staff are available to answer questions about eligibility, project scope, or the application process. If you have read through the resources listed above and have additional questions about CCP or the grant application process, contact NFF staff for guidance.

Requesting and receiving help will not affect an organization’s competitiveness for the program.

For questions about eligibility, project scope, or the application process, please contact Rebecca Brickner at e: collab-capacity@nationalforests.org and p: 360-899-0962.



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

July 9, 2024

Reference ID:
2024-495

Quarterly Unified Command Meeting Update County Administrator - Emergency Services NO ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Hear an update on the quarterly Unified Command meeting held on June 13, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

Each quarter, the Inyo County Office of Emergency Services, hosts Unified Command Meetings. These meetings serve as a pivotal forum for county partners and stakeholders, facilitating discussions on emergency management, sharing best practices, and reviewing ongoing preparedness efforts. Participants include County departments, external entities, and various stakeholders, including partners from local, state, and federal government agencies.

The most recent Unified Command Meeting was held on Thursday, June 13 at the Fire Training Facility in Bishop. Presentations included a presentation from Inyo County Search and Rescue on a recent rescue operation, highlighting the collaboration between agencies and showcasing the skill and dedication of our SAR team; an overview of available resources from the Big Pine Fire Department; as well as a roundtable discussion from attendees.

The Emergency Manager will brief your board on key updates and takeaways from the quarterly meeting.

FISCAL IMPACT:

N/A

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This is an informational item only.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

ATTACHMENTS:

APPROVALS:

Mikaela Torres

Created/Initiated - 6/18/2024

Darcy Ellis
Nate Greenberg

Approved - 6/18/2024
Final Approval - 6/30/2024



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DARCY ELLIS

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AGENDA ITEM REQUEST FORM

July 9, 2024

Reference ID:
2024-324

Inyo County Free Library Workshop County Administrator - Library NO ACTION REQUIRED

ITEM SUBMITTED BY

Nancy Masters, Library Director

ITEM PRESENTED BY

Nancy Masters, Library Director

RECOMMENDED ACTION:

Receive a presentation from the Inyo County Free Library on mission, services, and projects.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Free Library was established in 1913 and includes five branches and a main library. The Library provides access to information in multiple formats, fields reference questions on any topic, provides a robust local history collection including newspapers, documents, media, and books, does summer reading and year-round programs for children, operates a Memory Lab and an outreach van, maintains a seed library, and engages with Inyo County visitors and residents on a daily basis.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This is an informational item only.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Nate Greenberg
Darcy Ellis
Nate Greenberg
Nancy Masters

Created/Initiated - 6/3/2024
Approved - 6/3/2024
Approved - 6/8/2024
Final Approval - 6/10/2024



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 9, 2024

Reference ID:
2024-344

Request from the City of Bishop to Consolidate Elections

Clerk-Recorder - Elections

ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

Consolidate the General Municipal Election for City Council and City Treasurer with the Statewide General Election to be held on November 5, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo Elections is presenting the attached resolutions from the City of Bishop, and is in favor of conducting their election process as outlined in their resolutions, and consolidated with our General Election.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011000
Budgeted?	Yes	Object Code	5316
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
N/A - actual expenses incurred by the County will be reimbursed by the City.			
Future Fiscal Year Impacts			
None.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Alternatively, if the Board does not approve to consolidate elections, the process to hold individual elections will be very costly and a heavy burden on staff and resources.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. City of Bishop Resolution 2024-11 - Call for Election - City Offices
2. City of Bishop Resolution 2024-12 - Request Consolidation with County Election
3. City of Bishop Resolution 2024-13 - Regulations for Candidates' Statements

APPROVALS:

Danielle Sexton	Created/Initiated - 6/12/2024
Darcy Ellis	Approved - 6/12/2024
John Vallejo	Approved - 6/26/2024
Amy Shepherd	Approved - 6/27/2024
Nate Greenberg	Final Approval - 7/2/2024

RESOLUTION NO. 2024-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 5, 2024, for the election of Municipal Officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Bishop, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing three Members of the City Council for the full term of four years; and a City Treasurer for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Inyo Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in §§ 14212, 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Inyo Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 9. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED this 28th day of May, 2024.



Jose Garcia, Mayor

ATTEST:



Robin Picken, City Clerk, Elections Official



STATE OF CALIFORNIA }
COUNTY OF INYO
CITY OF BISHOP

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2024-11 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on May 28, 2024, and that the same was so passed and adopted by the following roll call vote.

AYES: Ellis, Schwartz, Muchovej, Garcia

ABSENT: Kong

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 29th day of May, 2024.



Robin Picken, City Clerk
CITY OF BISHOP



RESOLUTION NO. 2024-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE.

WHEREAS, the City Council of the City of Bishop called a General Municipal Election to be held on November 5, 2024, for the purpose of the election of three Members of the City Council, and a City Treasurer; and

WHEREAS, it is desirable that the General municipal election be consolidated with the Statewide General election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Inyo canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Inyo is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 5, 2024, for the purpose of the election of three Members of the City Council, and a City Treasurer.

SECTION 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Bishop recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Inyo.

SECTION 6 That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 28th day of May, 2024.



Jose Garcia, Mayor

ATTEST:



Robin Picken, City Clerk, Elections Official



STATE OF CALIFORNIA }
COUNTY OF INYO
CITY OF BISHOP

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2024-12 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on May 28, 2024, and that the same was so passed and adopted by the following roll call vote.

AYES: Ellis, Schwartz, Muchovej, Garcia

ABSENT: Kong

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 29th day of May, 2024.



Robin Picken, City Clerk
CITY OF BISHOP



RESOLUTION NO. 2024-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024.

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Bishop on November 5, 2024 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of Inyo. At this time, the County of Inyo has no foreign language requirements.
- B. The County will print and mail voter information guides and candidates statements to all voters in any foreign language requested as an option by the candidate. The County will make the voter information guides and candidates statements in any foreign language requested as an option by the candidate available at all polling places, on the County's website, and in the Elections Official's office.

SECTION 3. PAYMENT.

- A. Translations:
 - 1. The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in (A) and (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS.

- A) All translations shall be provided by professionally-certified translators.
- B) The City Clerk shall allow upper and lower case and block paragraph form to the same extent and manner as allowed by the County.
- C) The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing council policy on payment for candidates statements are repealed.

SECTION 8. That this resolution shall apply only to the election to be held on November 5, 2024 and shall then be repealed.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 28th day of May, 2024.



Jose Garcia, Mayor

ATTEST:



Robin Picken, City Clerk, Elections Official



STATE OF CALIFORNIA
COUNTY OF INYO
CITY OF BISHOP



I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2024-13 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on May 28, 2024, and that the same was so passed and adopted by the following roll call vote.

AYES: Ellis, Schwartz, Muchovej, Garcia

ABSENT: Kong

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 29th day of May, 2024.

Robin Picken, City Clerk
CITY OF BISHOP





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

July 9, 2024

Reference ID:
2024-403

Requests from Northern and Southern Healthcare Districts to Consolidate Elections

Clerk-Recorder - Elections

ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

Consolidate the Northern and Southern Healthcare Districts Board positions with the Statewide General Election to be held on November 5, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo Elections is presenting the attached resolutions from Inyo County Northern Healthcare District and Inyo County Southern Healthcare District, and is in favor of conducting their election process as outlined in their resolutions, and consolidated with our General Election.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011000
Budgeted?	Yes	Object Code	5316
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
N/A - actual expenses incurred by the County will be reimbursed by the districts.			
Future Fiscal Year Impacts			
None.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Alternatively, if the Board does not approve to consolidate elections, the process to hold individual elections will be very costly and a heavy burden on staff and resources.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. SIH District Board Resolution 24-02
2. NIH District Board Resolution 24-02

APPROVALS:

Danielle Sexton	Created/Initiated - 6/12/2024
Darcy Ellis	Approved - 6/12/2024
John Vallejo	Approved - 6/26/2024
Amy Shepherd	Approved - 7/1/2024
Nate Greenberg	Final Approval - 7/2/2024

RESOLUTION NO. 24-02

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF SOUTHERN INYO HEALTHCARE DISTRICT
CONSOLIDATION ELECTIONS WITH THE
STATEWIDE GENERAL ELECTION**

WHEREAS, Elections Code sections 1000 and 1001 provide that elections held on the first Tuesday after the first Monday in November of even-numbered years are statewide election dates;

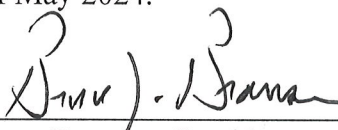
WHEREAS, Elections Code sections 10400 and 10401 provide that district elections may be consolidated with a statewide election;

WHEREAS, Elections Code section 10402.5 provides that a district election must be consolidated with a statewide election that is to be held on the same date; and

WHEREAS, Elections Code section 10403 further provides that the resolution requesting the consolidation shall be adopted and filed, and Election Code section 10418 provides such consolidated elections shall be conducted in accordance with provisions of law for statewide regularly schedule elections.

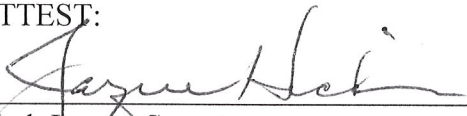
NOW, THEREFORE, BE IT RESOLVED by the Southern Inyo Healthcare District Board of Directors that the election of Directors of the District be consolidated with statewide regularly scheduled elections on November 5, 2024, all being in accordance with the applicable provisions of law; and the District shall reimburse the County of Inyo for all the costs of conducting any election on behalf of the District as provided in Election Code Section 10002.

Adopted, Signed and Approved this 14th day of May 2024.



Bruce Branson, President

ATTEST:



Mark Lacey, Secretary

[SEAL]



NORTHERN INYO HEALTHCARE DISTRICT
DISTRICT BOARD RESOLUTION 24-02
REQUESTING CONSOLIDATION OF ELECTION

WHEREAS, it is necessary that three (3) directors be elected to the Board of Directors of Northern Inyo Healthcare District, one each from Zones I (4 year term), Zone III (2 year term), and Zone IV (4 year term) of said District; and

WHEREAS, by the Board of Directors of Northern Inyo Healthcare District that it request that the Board of Supervisors of the County of Inyo, State of California, consolidate said election of directors with the Statewide election to be held of November 5, 2024; and

NOW THEREFORE, BE IT RESOLVED, the District Chief Executive Officer be, and is herby directed to file copies of this Resolution with said Board of Supervisors of the County of Inyo, State of California, and the County Clerk-Recorder, Registrar of Voters of said County.

BE IT FURTHER RESOLVED that this Resolution be made a part of the minutes of this meeting.

PASSED, APPROVED, AND ADOPTED by the Northern Inyo Healthcare District this 20th day of March 2024 by the following vote:

AYES: 5
NOES: 1
ABSTAIN: 1
ABSENT: 1

By: Melissa Best-Baker
Melissa Best-Baker, Chair of the Board
Northern Inyo Healthcare District

ATTEST: [Signature]
Clerk of the Board
Northern Inyo Healthcare District



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

July 9, 2024

Reference ID:
2024-487

Request from Inyo-Mono Resource Conservation District for Appointment in Lieu of Election

Clerk-Recorder - Elections

ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

Pursuant to Public Resources Code section 9314:

- A) Accept the Inyo Mono Resource Conservation District Standing Resolution to appoint directors to its board in lieu of election, effective for all future election cycles, beginning with 2024 General Election cycle; and
- B) Direct the County Administrative Officer to take appropriate action to timely consult with the Mono County Board of Supervisors on Inyo County's appointment decision(s).

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo Elections is presenting the attached standing Resolution from the Inyo Mono Resource Conservation District requesting appointment of members in Lieu of Election.

Per this Resolution, Inyo Board of Supervisors shall appoint IMRCD directors, after consultation with Mono Board of Supervisors, which contains part of the district, from those candidates who have filed an application with the Board of Supervisors, as prescribed by the Board of Supervisors. This request was filed with the Inyo County Board of Supervisors on 05/24/2024, within the required deadline filing period.

With regard to the Board of Supervisor's recommended action, PRC section 9314(c) states, in relevant part, as follows:

It is the intent of the Legislature to encourage districts to opt for the selection of directors by election, but where directors are appointed pursuant to subdivision (b), it is the intent of the Legislature that the board of supervisors solicit recommendations from within the district, including public, private, and nonprofit entities, and appoint only applicants who are determined by the board of supervisors to have a demonstrated interest in soil and water conservation. In selecting directors pursuant to subdivision (b), the board of supervisors shall endeavor to achieve balanced representation on the board of directors.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011000
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Budgeted?	Yes	Object Code	5316
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Alternatively, the Board may choose to not appoint directors to IMRCD Board. If the board of supervisors does not conduct interviews of potential candidates or make an appointment within 60 days after the expiration of the term, the board of directors of the IMRCD may make the appointment. PRC Section 9314(b)(4).

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Administration, County Counsel

ATTACHMENTS:

1. Resolution for Board Appointment of Directors
2. Public Resources Code Section 9314

APPROVALS:

Danielle Sexton	Created/Initiated - 6/12/2024
Darcy Ellis	Approved - 6/12/2024
John Vallejo	Approved - 6/14/2024
Nate Greenberg	Final Approval - 7/2/2024

Inyo Mono Resource Conservation District Board Resolution

May 21, 2024

Resolution of the Inyo Mono Resource Conservation District Board of Directors requesting appointment in Lieu of Election by standing Resolution, per PRC 9314 (b) (1).

Approved at the May 21, 2024 Board Meeting.

I, the undersigned, hereby certify that the foregoing resolution was duly adopted by the Inyo Mono Resource Conservation District Board of Directors.

Ayes:

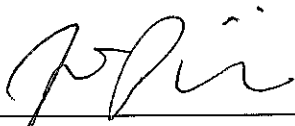
5

Nos:

0

Absent

0

 5-21-24

Jarret Phillips, Board Chair

West's Annotated California Codes
Public Resources Code (Refs & Annos)
Division 9. Resource Conservation (Refs & Annos)
Chapter 3. Resource Conservation Districts (Refs & Annos)
Article 7. District Directors (Refs & Annos)

West's Ann.Cal.Pub.Res.Code § 9314

§ 9314. Terms of office; expiration and qualification of successor; resolution for appointment of directors; rescission of resolution; appointment as alternative to election; legislative intent

Currentness

(a) The term of office of the directors, except those first elected, shall be four years. The expiration of the term of any director does not constitute a vacancy, and the director shall hold office until his or her successor has qualified.

(b)(1) As an alternative to the election of directors, the board of directors may, by a resolution presented to the board of supervisors of the principal county, request the board of supervisors to appoint directors, except those first elected. In any election year, the board of directors shall file its request with the board of supervisors not later than 125 days prior to the election. A copy of the resolution shall be furnished to the official responsible for conducting the election at the time it is presented to the board of supervisors of the principal county. The board of supervisors shall appoint directors, after consultation with the board of supervisors of any other county which contains any part of the district, from those candidates who have filed an application with the board of supervisors, as prescribed by the board of supervisors. If the directors are to be appointed, a notice of election shall not be published, but a notice of vacancy shall be posted pursuant to Section 54974 of the Government Code.

(2) The resolution shall remain in effect until rescinded by the board of directors, or until a petition requesting the rescission is received by the elections official. The petition shall be signed by 5 percent of the registered voters in the district, and shall be received not later than the 120th day before the election. Upon verification by the elections official that the petition contains the requisite number of signatures, the resolution shall be rescinded.

(3) The appointment of directors by the board of supervisors does not affect the status of a district as an independent special district.

(4) If the board of supervisors does not conduct interviews of potential candidates or make an appointment within 60 days after the expiration of the term, the board of directors may make the appointment.

(c) It is the intent of the Legislature to encourage districts to opt for the selection of directors by election, but where directors are appointed pursuant to subdivision (b), it is the intent of the Legislature that the board of supervisors solicit recommendations from within the district, including public, private, and nonprofit entities, and appoint only applicants who are determined by the board of supervisors to have a demonstrated interest in soil and water conservation. In selecting directors pursuant to subdivision (b), the board of supervisors shall endeavor to achieve balanced representation on the board of directors. To avoid undue financial burdens to districts and to thereby promote the objectives of this division, the Legislature hereby encourages counties to waive or minimize the charges for costs of elections conducted pursuant to this division.

Credits

(Added by Stats.1975, c. 513, § 2. Amended by Stats.1985, c. 704, § 1; Stats.1986, c. 248, § 209; Stats.1986, c. 278, § 1; Stats.1991, c. 831 (A.B.278), § 11; Stats.1992, c. 970 (S.B.1260), § 24; State.1994, c. 923, (S.B.1546), § 176; Stats.1994, c. 939 (S.B.1393), § 19, eff. Sept. 28, 1994, operative Jan. 1, 1995.)

Notes of Decisions (1)

West's Ann. Cal. Pub. Res. Code § 9314, CA PUB RES § 9314

Current with urgency legislation through Ch. 12 of 2024 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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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

July 9, 2024

Reference ID:
2024-343

Request from the County Office of Education to Consolidate Elections Clerk-Recorder - Elections ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

Consolidate the County Office of Education Board with the Statewide General Election to be held on November 5, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo Elections is presenting the attached Resolution 2024-05 signed on June 18th, 2024 from the County Office of Education, and is in favor of conducting their election process as outlined in their resolutions, and consolidated with our General Election.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011000
Budgeted?	Yes	Object Code	5316
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
N/A - actual expenses incurred by the County will be reimbursed by the districts.			
Future Fiscal Year Impacts			
None.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Alternatively, if the Board does not approve to consolidate elections, the process to hold individual elections will be very costly and a heavy burden on staff and resources.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. ICBOE Resolution 2024-05

APPROVALS:

Danielle Sexton	Created/Initiated - 6/26/2024
Darcy Ellis	Approved - 6/27/2024
John Vallejo	Approved - 6/27/2024
Amy Shepherd	Approved - 6/27/2024
Nate Greenberg	Final Approval - 7/2/2024

ORDER OF ELECTION
Inyo County Board of Education
Resolution No. 2024-05

TO: Inyo County Clerk
FROM: Inyo County Board of Education

WHEREAS the election for Trustees of the Inyo County Board of Education is to be held on Tuesday, November 5, 2024

NOW THEREFORE BE IT RESOLVED that at said election there will be a total of **TWO (2)** offices to be voted upon to elect Trustees to serve until their terms expire (Ed. Code §1007) and,

The Trustee Areas up for election are **Areas II 4-year term, and IV 4-year term**, and,

That Trustees for the Inyo County board of Education are elected by Trustee Area. Candidates must qualify by area and only those voters residing within a trustee area may vote for candidates within that area.

FURTHERMORE this election is to be held pursuant to Board action, and the Board has determined the following election particulars:

- A. Length of Candidates' Statements shall not exceed **200 words** (E.C. §13307a).
- B. The cost of the Candidates' Statements shall be paid by the candidate. (Specify candidate or district (E.C. §13307e)).
- C. In the case of a tie vote, the election shall be determined by run off election (Specify by lot or run-off election))
- D. That all election costs shall be paid by the County Board of Education in accordance with §10517 and 10520 of the California Elections Code. The Board hereby requests the Inyo County Clerk to provide all necessary assistance and services under these provisions.
- E. The Board requests that if our election is contained either wholly or in part within any other jurisdiction going to election on the same date that our election be consolidated with said election so that the same polling places may be used and only one form of ballot required. (E.C. §10403)
- F. The County Board of Education hereby certifies that:
 - ☒ There have been no Trustee Area boundary changes since our last election.
 - ☐ There have been changes to Trustee area boundaries since our last election as shown on the attached map and/or description.

IT IS HEREBY ORDERED that the Clerk of the Inyo County Board of Education shall deliver not less than 125 days prior to the date set for the election a copy of this Resolution and Order to the Inyo County Clerk and the Inyo County Board of Supervisors.

The foregoing Resolution and Order was adopted by a formal vote of the Inyo County Board of Education, being the Board authorized by law to make the designations therein contained on June 18, 2024, by the following vote:

Ayes: 5
Noes: 0
Absent: /

CERTIFICATION

State of California, County of Inyo

I hereby certify that the foregoing is a full, true, and correct transcript of a resolution duly adopted and affirmed by a formal vote of the members of the Inyo County Board of Education named therein at a duly constituted regular meeting of said Board which was open to the public, held at its usual meeting place on June 18, 2024, as it appears upon the minutes of said meeting of the Board.

June 18, 2024
Date

[Signature]
Secretary of the Governing Board

at 166 Grandview Drive, Bishop
Place Executed

