

INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA

Board of Supervisors Room - County Administrative Center

224 North Edwards, Independence, California

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at https://zoom.us/i/868254781. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at 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 formati. (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, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING September 10, 2024 8:30 A.M.

1) Public Comment on Closed Session Item(s) Comments may be time-limited

CLOSED SESSION

- 2) Conference with Real Property Negotiators Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8 Property: Bishop, Independence, and Lone Pine Landfills. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Greg James. Negotiating parties: Inyo County and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment.
- 3) 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, Auditor-Controller Amy Shepherd, and Assistant CAO Denelle Carrington.

4) Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: County Administrator.

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.)

9 A.M. 5) Pledge of Allegiance

- 6) Report on Closed Session as Required by Law
- 7) Public Comment Comments may be time-limited
- 8) County Department Reports

CONSENT AGENDA

9) Minutes from the September 3, 2024 Meeting Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Approve the minutes from the regular Board of Supervisors meeting of September 3, 2024.

10) Amended Federal Emergency Management Agency (FEMA)-funded Unmanned Aircraft System Policy

County Administrator - Emergency Services | Mikaela Torres

Recommended Action:

Approve the proposed amendment to the County's Federal Emergency Management Agency (FEMA)-Funded Unmanned Aircraft System (UAS) Policy and Protocol for Inyo County, covering additional requirements necessary for acquiring and operating UAS equipment.

11) Sub-award Agreement with Coalitions and Collaboratives, Inc. for \$149,996 through the Community Navigator Program Grant

County Administrator - Emergency Services | Mikaela Torres

Recommended Action:

Approve the sub-award grant agreement with Coalitions and Collaboratives, Inc. for \$149,996 to be used for capacity-building, and authorize the County Administrative Officer to sign.

12) Diaz Lake Clean California Grant Bid Package for Playground and Recreation Amenities - Diaz Lake Welcoming and Beautification Project Public Works - Parks & Recreation | Jorge Briceno

Recommended Action:

Approve the plans and specifications for the Diaz Lake Welcoming and Beautification Project and authorize the Parks and Recreation Manager to advertise the project.

13) Big Pine Animal Shelter Project Notice of Completion

Public Works | Michael Errante

Recommended Action:

Approve Resolution No. 2024-27, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Big Pine Animal Shelter Project," and authorize the Chairperson to sign.

14) Runway 12-30 Surface Treatment Project at the Bishop Airport

Public Works | Ashley Helms

Recommended Action:

- A) Award the contract for the Runway 12-30 Surface Treatment Project to American Road Maintenance of Tuscon, AZ as the successful bidder;
- B) Approve the construction contract between the County of Inyo and American Road Maintenance of Tuscon, AZ in the amount of \$722,250, contingent upon the Board's approval of the 2024-2025 Budget, and authorize the Chairperson to sign;
- C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws; and
- D) Approve the revised Plan & Specifications for the project with modifications that arose during bidding.

15) Purchase of Runway Snow Plow for the Bishop Airport

Public Works | Ashley Helms

Recommended Action:

- A) Ratify and approve Amendment No. 3 to the agreement between the County of Inyo and Armstrong Consultants, whose name has changed to Lochner, of Grand Junction, CO, increasing the contract to an amount not to exceed \$222,372, contingent upon the Board's approval of the 2024-2025 Budget, and authorize the Chairperson to sign;
- B) Declare Wausau Equipment of New Berlin, WI the successful bidder for the procurement of an airport snow plow vehicle per the bids received on July 17, 2024; and
- C) Authorize the purchase of one airport snow removal vehicle from Wausau Equipment of New Berlin, WI, at an amount not to exceed \$396,775.

16) Road Closure Accommodating California Indian Day Parade

Public Works | Michael Errante

Recommended Action:

Approve road closures on North See Vee, Diaz, and North Barlow Lanes with detours between the hours 7 a.m. and 12 p.m. on Friday, September 27, 2024 for the purpose of the annual Bishop Paiute Tribe and Toiyabe Indian Health Project California Indian Day Parade/Run.

REGULAR AGENDA

9 A.M. 17) Public Hearing for and Approval of Fiscal Year 2024-2025 County Administrative Officer's Recommended Budget

County Administrator | Nate Greenberg, Amy Shepherd, Denelle Carrington 2 hours

Recommended Action:

- A) Hold a Public Hearing on the Fiscal Year 2024-2025 CAO Recommended Budget;
- B) Discuss and/or solicit feedback on the proposed individual department budgets (in the order prescribed in attached list);
- C) Adopt the Fiscal Year 2024-2025 Budget as Recommended by the County Administrator, including the recommendations presented herein;
- D) Provide direction with regard to the use of Fund Balance the Auditor-Controller may certify below or in excess of \$4,200,000; and
- E) Set adoption of the Final Budget for September 24, 2024 or schedule a special meeting of the Board of Supervisors, depending on when Budget Hearings conclude.

18) Response to 2023-2024 Grand Jury Report

Board of Supervisors | Nate Greenberg 10 minutes

Recommended Action:

Review and approve the response to the 2023-2024 Grand Jury Final Report and accompanying transmittal letter, and authorize the County Administrator to sign the letter.

19) Side Letter with Inyo County Correctional Officers Association and the County of Inyo

County Administrator - Personnel | Keri Oney 2 minutes

Recommended Action:

Approve the Side Letter between the Inyo County Correctional Officers Association and the County of Inyo, to be implemented starting in the pay period beginning November 21, 2024, with benefit changes effective January 1, 2025.

ADDITIONAL PUBLIC COMMENT & REPORTS

20) Public Comment

Comments may be time-limited

21) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects

| Budget # Budget Name | |
|----------------------|--|
| 023300 | Agriculture Comm/Sealer |
| 023301 | Cannabis Regulation - General Operating |
| 621300 | Eastern Sierra Weed Management Grant |
| 154101 | Inyo Mosquito Abatement |
| 010600 | Assessor |
| 010407 | Auditor Controller - Economic Stabilization |
| 010405 | Auditor Controller - General Reserves |
| 010406 | Auditor Controller - Geothermal |
| 010400 | Auditor-Controller - General |
| 011900 | General Revenues & Expenditures |
| 011806 | IFAS Upgrade |
| | Insurance; Retirement; Old-Age, |
| 011600 | Survivors, & Disability (OASDI) |
| 500458 | Payments In-Lieu of Taxes (PILT) Trust |
| 010100 | Board of Supervisors |
| 011400 | Advertising County Resources |
| 650200 | American Rescue Plan Act (ARPA) |
| 670700 | CA Museum Grant |
| 010201 | CAO - Accumulated Capital Outlay (ACO) |
| 010200 | CAO - General |
| 010205 | CAO - General Relief Fund |
| 010202 | CAO - Economic Development |
| 011810 | Co Radio Communication |
| 011808 | Computer Upgrade |
| 699900 | Computer Systems Fund |
| 011809 | Consolidated Office Building |
| 087100 | Contingencies |
| 500903 | County Liability Trust |
| 011405 | County Marketing |
| 623823 | Emergency Preparedness 23-24 |
| 623824 | Emergency Preparedness 24-25 |
| 011404 | Emergency Medical Services |
| 011403 | Eastern Sierra Council of Governments |
| 024200 | Fish & Game |
| 011402 | Grants In Support |
| 610189 | Great Basin Homeland Security 21-22 |
| 623721 | A SALALABARANANANANANANANANANANANANANANANANANAN |
| 623722 623723 | Homeland Security 22-23 Homeland Security 23-24 |
| 612300 | Inyo-Mono Broadband Consortium |
| 011801 | Information Services |
| 612200 | Local Agency Technical Assistance (LATA) |

Department

Ag Commissioner Ag Commissioner Aq Commissioner Aq Commissioner Assessor Auditor-Controller Auditor-Controller Auditor-Controller Auditor-Controller Auditor-Controller Auditor-Controller Auditor-Controller Auditor-Controller Board of Supervisors County Administrative Officer County Administrative Officer County Administrative Officer County Administrative Officer **County Administrative Officer** County Administrative Officer **County Administrative Officer** County Administrative Officer **County Administrative Officer County Administrative Officer** County Administrative Officer County Administrative Officer **County Administrative Officer** County Administrative Officer County Administrative Officer County Administrative Officer

| Budget # | Budget Name |
|----------|--|
| | Local Assistance and Tribal Consistency |
| 640299 | Fund (LATCF) |
| 022300 | Law Library |
| 066700 | Library |
| 500904 | Medical Malpractice Trust |
| 200100 | Motor Pool Operating |
| 200200 | Motor Pool Replacement |
| 077000 | Museum |
| 010204 | Natural Resource Development |
| 023700 | Office of Disaster Services |
| 010800 | Personnel |
| 642100 | Permanent Local Housing Allocation (PHLA) |
| 011804 | Property Tax Upgrade |
| 022600 | Public Defender |
| 200300 | Purchasing Revolving |
| 010900 | Risk Management |
| 612301 | USDA |
| 056600 | Veteran Service Officer |
| 612302 | Wildfire Preparedness Grant |
| 500902 | Workers Compensation Trust |
| 022501 | Child Support Services |
| 010300 | County Clerk - General |
| 011000 | Elections |
| 023401 | Recorders Micrographic/System |
| 010700 | County Counsel |
| 023500 | Coroner |
| 022400 | District Attorney |
| 022410 | District Attorney - Safety |
| 620423 | OES - VWAC - 3 Month |
| 620424 | OES - VWAC - 9 Month |
| 045400 | Environmental Health - General |
| 066800 | Farm Advisor |
| 024400 | Lease Rental |
| 024300 | Range Improvement |
| 022000 | Grand Jury |
| 045201 | Behavioral Health Services Act |
| 642515 | Community-Based Child Abuse Prevention (CBCAP) |
| 045501 | California Children's Services Admin |
| 045500 | California Children's Services Treatment |
| 045102 | Child Health and Disability Prevention (CHDP) |
| 055900 | COC - Continuum of Care |
| 045312 | DDP |
| 610390 | ELC-2 Enhanced Lab Capacity |
| 683000 | Eastern Sierra Area Agency on Aging (ESAAA) |

Department

County Administrative Officer County Administrative Officer County Administrative Officer **County Administrative Officer** County Administrative Officer County Administrative Officer County Administrative Officer **County Administrative Officer** County Administrative Officer **County Administrative Officer County Administrative Officer** County Administrative Officer **County Administrative Officer County Administrative Officer** County Administrative Officer **Child Support Services** Clerk-Recorder Clerk-Recorder Clerk-Recorder County Counsel Coroner **District Attorney District Attorney District Attorney District Attorney** Environmental Health Farm Advisor Farm Advisor Farm Advisor Grand Jury Health & Human Services Health & Human Services

Budget # Budget Name

150100

150200

630500

023200

670102

810001

011501

150300

150400

800101

800201

150500 150600

150502

011100

| udget # | ldget # Budget Name | |
|---------|--|--|
| 055801 | FIRST | |
| 643000 | First Five | |
| 056400 | Foster Care | |
| 056500 | General Relief | |
| 045100 | Health | |
| 643006 | Local Oral Health | |
| 641624 | Maternal, Child and Adolescent Health (MCAH) | |
| 045200 | Mental Health | |
| 045202 | Opioid Settlement | |
| 055800 | Social Services | |
| 045315 | Substance Use Disorder (SUD) | |
| 056300 | Temporary Assistance for Needy Families (TANF) | |
| 640322 | Tobacco | |
| 613724 | Workforce Innovation and Opportunity Act (WIA) | |
| 641923 | Women, Infants and Children (WIC) - 3 Months | |
| 641924 | Women, Infants and Children (WIC) - 9 Months | |
| 023600 | Public Administrator | |
| 010403 | Abatement | |
| 023800 | Planning & Zoning | |
| 620605 | Yucca Mountain | |
| 023002 | Criminal Justice Realignment | |
| 023100 | Juvenile Institution | |
| 023101 | Out of County Juvenile Hall | |
| 023000 | Probation - General | |
| 620210 | Prop 64 - Public Health & Safety | |
| | Aircraft Rescue and Fire Fighting (ARFF) | |
| 630307 | & Snow Equipment Project | |
| 800001 | Big Pine Lighting | |
| 630306 | Bishop Air Environmental Assessment | |
| | | |

Bishop Airport

Building & Safety

Clean CA Diaz Lake

Bishop Airport - Special

County Service Area #2

Deferred Maintenance

Independence Airport

Independence Lighting

Lone Pine Lighting

Independence Airport - Special

Lone Pine/Death Valley Airport

Lone Pine/Death Valley Air-Sp

LP/DV Airport Improvements

Maintenance - Building & Ground

Bishop Airport Comm Terminal Project

Department

Health & Human Services Public Administrator-Public Guardian Planning Planning Planning Probation Probation Probation Probation Probation Public Works Public Works **Public Works** Public Works Public Works Public Works Public Works Public Works Public Works **Public Works** Public Works Public Works **Public Works** Public Works Public Works Public Works Public Works **Public Works**

Budget # Budget Name

Department

| 076998 152200 011500 045701 045700 034600 630100 630600 150800 034601 643111 504605 152198 023900 671413 056605 621401 671507 | Parks & Recreation Prop 1 - Water Infrastructure Public Works PW - Courthouse Rehabilitation Recycling & Waste Capital Improvements Recycling & Waste Management Road Runway 12-30 Grooving Project Runway 12-30 Safety Area Improvement Shoshone Airport - Special State Funded Road Tecopa Lagoon Project Transportation & Planning Trust Water Systems - Budget Animal Control CalMet Task Force DNA Feral Cat Grant Illegal Cannabis Suppression | |
|--|--|---|
| 022910 022920 | Jail - Safety Jail - STC | |
| 022706 | Jail Security Project | |
| 022701 | Kitchen Services | |
| 623524 | Off Hwy Vehicle Grant | 4 |
| 056610 | Remote Access Network (RAN) | |
| 022703 | Search & Rescue | • |
| 022700 | Sheriff - General | 5 |
| 022710 | Sheriff - Safety Personnel | |
| 010500 | TTC General | Ĩ |
| 621902 | Owens River Water Trail Grant | ١ |
| 024502 | Salt Cedar Project | ١ |
| 024102 | Water Department | ١ |
| | | |

Public Works Sheriff Treasurer-Tax Collector Water Department Water Department Water Department



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

September 10, 2024

Reference ID: 2024-705

Minutes from the September 3, 2024 Meeting 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 September 3, 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:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request changes or edits, or decline to approve but the latter option is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Ellis Darcy Ellis Created/Initiated - 9/4/2024 Final Approval - 9/4/2024

ATTACHMENTS:

1. Draft September 3, 2024 Minutes



County of Inyo Board of Supervisors

September 3, 2024

The Board of Supervisors of the County of Invo, State of California, met in regular session at the hour of 8:33 a.m., on September 3, 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: Assistant County Administrator Denelle Carrington, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

| Closed Session | The Chairperson asked for public comment related to closed session items and there was no |
|----------------|---|
| Public Comment | one wishing to speak. |

- Closed Session Chairperson Kingsley recessed open session at 8:33 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); Invo 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, Auditor-Controller Amy Shepherd, Assistant CAO Denelle Carrington, Anna Scott, Amanda Phillips, and Jack Hughes; and No. 3 Public Employee Performance Evaluation -Pursuant to Government Code §54957 - Title: County Administrator.
- **Open Session** Chairperson Kingsley recessed closed session and reconvened the meeting in open session at 10:10 a.m. with all Board members present.

Supervisor Trina Orrill led the Pledge of Allegiance. Pledge of Allegiance

County Counsel Vallejo reported that the Board met under Item Nos. 2 & 3 and said that no Report on Closed action was taken that is required to be reported but the Board would continue closed session Session discussions later in the meeting.

Introductions

The following new employees will be introduced to the Board:

- Auditor's Office: Office Technician Marisa Clarkson •
- Child Support Services: Office Technician Ryan McVeitty and Child Support • Specialist Teeheenah Duckey
- Health & Human Services: Registered Nurse Susana "Susie" Chavez and Office • Clerk Elle Pace

"intervention" with the Tri-County Fair which resulted in the resignation of the former CEO and "suspension" of the Board of Directors. He explained that the Fair Board is technically still in place but the decision-making power has been placed with him until the State is

Sheriff's Office: Correctional Officer Cody Vaughn and Deputy Mike Ogas •

Presentation -Bernie Corea and Coty Hastie gave a community update on their efforts to restore, preserve, and remodel the historic Winnedumah Hotel in Independence. They also shared photos of Winnedumah Remodel proposed updates, merchandise, restorations, and branding that will pay homage to the fonts and advertisements used almost 100 years ago. Update – Tri-County Interim Eastern Sierra Tri-County Fair CEO Mike Francesconi provided the Board with an overview of state fairs and agricultural districts and how they're governed, as well as the Fairgrounds chain of command. He explained the compliance audit that led to the state staging an

Operations

satisfied with the course correction in response to the audit. He also noted that all members' terms are expired, so they would have to reapply to be on the board. He added that the Governor actually makes the appointments. Francesconi also acknowledged that no formal process has started yet for recruitment of a new CEO, and that it's possible another interim CEO will be assigned to take his place. He assured the Board that the State has no desire to shut the fairgrounds down.

Supervisors asked various questions to clarify what the exact situation at the fairgrounds is, and what steps are or will be taken to reappoint the board. They also expressed confusion as to why the State no longer provides any funding to the fairgrounds but retains oversight, and shared concerns with how the lack of transparency and seeming abrupt actions by the State have shaken the community and rumors are running rampant. Supervisors Griffiths and Kingsley in particular found it problematic that exhibitors from the Junior Livestock Show in July - most of them college-bound teens - have not received their checks yet from the auction. Francesconi explained that they are still waiting for payments to come in, to which Supervisor Griffiths responded that the State frequently requires the County to pay for programs upfront and wait for reimbursement, and it seems the State should be able to do as well. He also reported hearing rumors that active recruitment is going on for new board members. Francesconi acknowledged that was probably true, as it's not unusual for the Executive Office to reach out to local officials for possible candidate names. Supervisor Griffiths asked whether it's normal to be done in secret, and noted that it's confusing for a recruitment to be underway when there are already five appointed Fair Board members unless some decisions have already been made that nobody else knows about.

Supervisor Marcellin took exception to the fact that the State audits are not being conducted on a regular basis as required, with the result being a huge disruption to the fairgrounds and community. Supervisor Roeser asked how to ensure consistency in management until the Governor's Office makes appointments.

Members of the suspended Fair Board shared various grievances, including the rumors that a local elected official is acting in secret to nominate potential new board members.

Public comment was heard from Judy Waggoner, Ann Strohm, Trish Schlichting, Joanne Parsons, Marianne Schat, Fran Hunt, Jaque Hickman, and Lynn Greer.

Board members thanked Francesconi for coming before the Board and urged him to be as transparent as possible going forward and to get the Junior Livestock Show exhibitors paid as soon as possible.

Public Comment The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley, Aaron Schat, Emma Bills, and Joanne Parsons.

County DepartmentSheriff Rennie announced that the Sheriff's Office will be hosting National Night Out on
October 1 at Spainhower Park in Lone Pine, and she distributed flyers.

Public Works Director Mike Errante updated the Board on the closure of Diaz Lake last week due to a toxic algal bloom. He said the water continues to be tested and the lake will be reopened when deemed safe.

Recess/Reconvene The Chairperson recessed the meeting at 12:35 p.m. and reconvened the meeting at 12:42 p.m. with all Board members present.

Auditor-Controller – GANN Limit/Reso # 2024-25 Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Resolution 2024-25, titled, "A Resolution of the Board of Supervisors of the County of Inyo, California Establishing Fiscal Year 2024-2025 Appropriation Limit under Article XIII of the California Constitution, and Establishing Period for Contesting Such Limits for the County and Board of Supervisors Governed Special Districts," and authorize the Chairperson to sign. Motion carried unanimously.

Auditor-Controller – FY Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Resolution 2024-26, titled, "A Resolution of the Board of Supervisors of the County of Inyo, California September 3, 2024 24-25 Property TacAdopting Tax Rates for Fiscal Year 2024-2025 Pursuant to Government Code SectionRates/Reso # 2024-2629100," and authorize the Chairperson to sign. Motion carried unanimously.

Clerk of the Board –
Approval of MinutesMoved by Supervisor Roeser and seconded by Supervisor Orrill to approve the minutes from
the regular Board of Supervisors meeting of August 20, 2024. Motion carried unanimously.

HHS – CA SocialMoved by Supervisor Roeser and seconded by Supervisor Orrill to approve the
Memorandum of Understanding between the County of Inyo and California Department of
Social Services of Sacramento, CA for the use of County office space one day each week,
and authorize the Health & Human Services Director to sign. Motion carried unanimously.

 HHS-Behavioral Health
 MHSA FY 24-25 Plan
 Update
 Woved by Supervisor Roeser and seconded by Supervisor Orrill to approve the Mental Health Services Act (MHSA) Integrated Three-Year Plan Annual Update for Fiscal Year 2024-25 in order to access funds under the approved MHSA Agreement, and authorize the Health & Human Services Director, as the County's Mental Health Director, to sign the plan, County Certification Form, and Fiscal Attestation Form. Motion carried unanimously.

HHS-ESAAA – CA
Dept. of Aging
Amendment 4Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Amendment No.
4 to the Standard Agreement for Contract Number AP-2122-16, between the County of Inyo
and the California Department of Aging, extending the contract term for an additional year to
September 20, 2025 to expend American Rescue Plan Act funds only and to authorize the
Health & Human Services Director to sign the Standard Agreement Amendment. Motion
carried unanimously.

County Counsel – Ordinance 1309/Mobile Vending Permits for County Property

Public Works – Ordinance 1310/Airport Fuel Pricing & Ramp Fees

Assessor – Transitioning to Assessment Appeals Board Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Ordinance 1309, titled, "An Ordinance of the Inyo County Board of Supervisors Amending Sections 7.48.010 and 7.52.040, Repealing Section 12.16.090 and Adding Chapter 12.22 of and to the Inyo County Code Pertaining to Mobile Vending and Permitting for Mobile Vending on County Property." Motion carried unanimously.

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Ordinance 1310, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Ordinance No. 1166 (2011) and Establishing Guidelines for Setting Fuel Prices and Transient Ramp Fees." Motion carried unanimously.

Inyo County Assessor Dave Stottlemyre gave a presentation on the benefits of transitioning from the Board of Supervisors to serve as the Board of Equalization to hear property tax assessment appeals, to an Assessment Appeals Board (AAB) comprised of local residents with expertise in finances, taxes, law, property appraisal, real estate, and other specific areas. He said some of the benefits include streamlining the decision-making process by having a three-member panel having quicker, more focused discussions; expertise and diversity allowing for well-rounded perspective on assessments; and reducing the Board of Supervisors' workload. He also noted that with an AAB, several hearings can be held in one day and they wouldn't have to be restricted to Board of Supervisors meeting days.

Discussion ensued, with Board members seeking clarity on the appointment process, overall authority, recruitment, and policies and procedures. Chairperson Kingsley supported looking into the change, with consideration given to the need for countywide representation on the AAB. Supervisor Griffiths said he supported the idea of having a panel dedicated solely to appeals, with the expertise to understand the various rules, regulations, and nuances, so that appeals can be heard and decided on a more timely basis.

The Board directed staff to bring back an agenda item to create the Assessment Appeals Board, along with proposes Policies and Procedures and more information on appointing members.

HHS-Health/Prevention
 Red Cross MOU
 Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to ratify and approve the Memorandum of Understanding between the County of Inyo and the American Red Cross Kern Eastern Sierra Chapter for the purpose of defining a framework for cooperation between the two organizations in providing trained personnel to Red Cross shelters during the event of a catastrophic disaster in the area, for the period of July 30, 2024 to July 30,

2029, and authorize the Health & Human Services Director to sign. Motion carried unanimously.

Personnel – Deputy Director of Behavioral Health Contract Health Contract Assistant CAO Carrington presented the contract for hire Mr. John Laux as HHS Deputy Director-Behavioral Health, and announced the terms of the contract, including salary and benefits.

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to:

- A) approve the contract between the County of Inyo and John Laux for the provision of personal services as the Health and Human Services Deputy Director Behavioral Health at Range 88, Step A \$8,561 per month effective September 12, 2024, and authorize the Chairperson to sign; and
- B) Direct staff to update the publicly available pay schedule accordingly.
- Motion carried unanimously.

Personnel – ICEA Side Letter Moved by Supervisor Orrill and seconded by Supervisor Roeser to approve the Side Letter between the Inyo County Employees Association and the County of Inyo, to be implemented starting in the pay period beginning November 21, 2024, with benefit changes effective January 1, 2025. Motion carried unanimously.

Personnel – ICPPOA Side Letter Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to approve the Side Letter between the Inyo County Probation Peace Officer Association and the County of Inyo, to be implemented starting in the pay period beginning November 21, 2024, with benefit changes effective January 1, 2025. Motion carried unanimously.

Closed Session The Chairperson recessed the meeting at 1:19 p.m. for the Board to reconvene in closed session.

Report on Closed No action was taken during closed session that is required to be reported.

Adjournment The Chairperson adjourned the meeting at 2:28 p.m. to 8:30 a.m. Tuesday, September 10, 2024, in the County Administrative Center in Independence.

Attest: NATE GREENBERG Clerk of the Board Chairperson, Inyo County Board of Supervisors

by:

Session

Darcy Ellis, Assistant



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

September 10, 2024

Reference ID: 2024-692

Amended Federal Emergency Management Agency (FEMA)-funded Unmanned Aircraft System Policy County Administrator - Emergency Services

ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Approve the proposed amendment to the County's Federal Emergency Management Agency (FEMA)-Funded Unmanned Aircraft System (UAS) Policy and Protocol for Inyo County, covering additional requirements necessary for acquiring and operating UAS equipment.

BACKGROUND / SUMMARY / JUSTIFICATION:

On August 20, 2024, your Board approved the "Inyo County Federal Emergency Management Agency (FEMA) Funded Unmanned Aircraft System (UAS) Policy and Protocol," which outlines the procedures for operating a UAS using FEMA funds.

Following this approval, the policy was submitted to FEMA for review. FEMA has recommended additional amendments to ensure the policy explicitly addresses all necessary requirements. The proposed amendments include:

- 1. Clarification on Authorized Purposes: Ensuring all FEMA-funded UAS operations are conducted in alignment with authorized purposes.
- 2. Data Protocols: Establishing clear guidelines for data collection, retention, and dissemination to protect privacy and maintain data security.
- 3. Conduct and Supervision: Outlining rules of conduct, supervision of sensitive information, protocols for reporting misuse or abuse, and provisions for data sharing and mutual aid.
- 4. Public Notice Requirements: Requiring public notice for FEMA-funded UAS operations during public events or exercises to enhance transparency.
- 5. First Amendment and Non-Discrimination Protocols: Implementing protocols to safeguard First Amendment rights and prevent discrimination.
- 6. Complaint Process: Introducing a formal complaint process to address any concerns or grievances regarding UAS operations.

These amendments are necessary to ensure full compliance with FEMA guidelines and to enhance transparency, accountability, and public trust in the County's FEMA-funded UAS operations.

FISCAL IMPACT:

There is no financial impact associated with amending this policy.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to fund this policy amendment. However, this is not recommended as these amendments align directly with Federal Emergency Management Agency (FEMA) guidance and are required to have for the purchase of a Unmanned Aircraft System (UAS) with FEMA funds.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services I Public Safety and Emergency Response

APPROVALS:

Mikaela Torres Mikaela Torres Darcy Ellis John Vallejo Nate Greenberg Created/Initiated - 8/26/2024 Approved - 8/26/2024 Approved - 8/26/2024 Approved - 8/26/2024 Final Approval - 9/4/2024

ATTACHMENTS:

1. Amended FEMA Unmanned Aircraft System Policy

Inyo County Federal Emergency Management Agency (FEMA) Funded Unmanned Aircraft System (UAS) Policy and Protocol

1. Purpose

This policy establishes protocols for the appropriate use, supervision, effectiveness evaluation, auditing, accountability, and community engagement regarding unmanned aircraft systems (UAS) acquired through Federal Emergency Management Agency (FEMA) grant funds.

2. Scope

This policy applies to all personnel authorized to operate or oversee the use of FEMAfunded UAS within Inyo County.

3. Policy and Protocol Requirements

3.1. Appropriate Use of UAS

Deployment Scenarios: UAS will be used for emergency management purposes, including search and rescue operations, disaster response, and situational awareness during critical incidents.

Authorized Purposes: Data collected during UAS operations must be used in a manner consistent with and relevant to the authorized purposes.

Decision-Making Process: Deployment decisions will be based on operational needs, safety considerations, and potential community impact. The UAS will be used in a manner that minimizes community fear and distrust, with measures such as staging UAS away from public view until necessary.

Mitigation Measures: Efforts will be made to use UAS discreetly to avoid causing unnecessary concern. Alternatives will be considered where feasible.

3.2. Data Collection, Retention, and Dissemination

Any data collected during UAS operations that is not maintained in a system of records covered by the Privacy Act shall not be disseminated unless dissemination is required by law or fulfills an authorized purpose and complies with established requirements.

Information collected by the UAS that may contain personally identifiable information (PII) shall not be retained for more than 180 days unless the retention of the information is necessary for an authorized mission, is maintained in a system of records covered by the Privacy Act, or is required to be retained for a longer period by other applicable law or regulation.

3.3. Supervision of UAS Use

Supervision Protocols: All UAS operations will be supervised by personnel with appropriate authority. A designated supervisor will be present during the deployment of UAS, ensuring compliance with operational and safety guidelines.

Authorization: Only trained and certified personnel will operate the UAS. Supervisors must verify the qualifications and readiness of UAS operators before deployment.

3.4. Effectiveness Evaluation

Monitoring and Evaluation: The effectiveness of UAS will be regularly reviewed through after-action reports and operational data. Evaluations will focus on operational efficiency, tactical value, and technical performance.

Review Process: Data on UAS usage, including frequency and location, will be analyzed to assess the need for continued deployment and identify any operational improvements.

3.5. Auditing and Accountability

Compliance: Personnel are required to adhere to all relevant policies and regulations regarding UAS use. Non-compliance will result in disciplinary action as per agency, state, and federal guidelines.

Auditing Procedures: Regular audits will be conducted to ensure adherence to this policy and other relevant standards. Auditing results will be documented and reviewed for accountability.

Rules of Conduct and Training: Personnel involved with the UAS must adhere to established rules of conduct and complete all required training before operating or supervising UAS operations.

Supervision of Sensitive Information: Individuals who have access to sensitive information, including any PII collected during UAS operations, will be supervised to ensure data protection and compliance with privacy laws.

Reporting Misuse or Abuse: Any suspected misuse or abuse of the UAS or data collected during UAS operations must be reported immediately to the designated authority. Procedures for reporting such cases will be clearly communicated to all personnel.

Data-Sharing Conformance: All data-sharing agreements, data use policies, and record management policies will conform to applicable laws, regulations, and policies.

Mutual Aid Requests: The County will address and process any mutual aid requests or support other response entities using the federally purchased UAS in accordance with established protocols and agreements.

3.6. Transparency and Community Engagement

Community Notification: The community will be informed about the acquisition and use of UAS through public announcements and community meetings. Information will include the purpose of the UAS, its benefits, and how it will be used.

Public Notice of UAS Operations: Prior to planned UAS operations, such as public events or exercises, a notice will be provided to the public through the County's website, media releases, or social media pages.

Significant Incidents Review: Significant incidents involving UAS will be reviewed and discussed with the community, while respecting legal limitations on sensitive information.

Annual Public Report: An annual report will be published detailing the County's UAS operations, including types or categories of missions flown and the number of times the UAS was used in response to mutual aid requests.

4. Community Policing and Input

4.1. Community Policing

Engagement: UAS deployment will be conducted in a manner that supports community policing principles. Efforts will be made to engage with community members to build trust and cooperation.

4.2. Constitutional Policing

Respect for Rights: UAS operations will respect constitutional rights and privacy concerns. All actions will comply with legal standards and privacy protections. UAS-recorded data will not be collected, disseminated, or retained solely for monitoring activities protected by the U.S. Constitution, such as the First Amendment's protections of religion, speech, press, assembly, and redress of grievances (e.g., protests, demonstrations).

Non-Discrimination: Collection, use, dissemination, or retention of UAS-recorded data will not be based solely on individual characteristics (e.g., race, ethnicity, national origin, sexual orientation, gender identity, religion, age, or gender), which is a violation of the law.

4.3. Community Input and Impact Considerations

Feedback Mechanisms: The community will have opportunities to provide feedback on UAS operations. Input gathered will be used to review and adjust policies as necessary to address community concerns.

Complaint Process: The County will establish a clear process for receiving, investigating, and addressing potential complaints or issues involving privacy,

civil rights, and civil liberties received from the public regarding the use of the grant-funded UAS.

5. Record-Keeping and Documentation

Record Maintenance: Detailed records of UAS operations, including deployment decisions, supervision logs, and effectiveness evaluations, will be maintained.

Access to Records: Upon request from FEMA, copies of the General Policing Standards, Specific Controlled Equipment Standards, and related policies and protocols will be provided.

6. Implementation and Review

Policy Review: This policy will be reviewed annually and updated as needed to ensure ongoing compliance with grant requirements and effectiveness in UAS management.



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NATE GREENBERG

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

September 10, 2024

Reference ID: 2024-684

Sub-award Agreement with Coalitions and Collaboratives, Inc. for \$149,996 through the Community Navigator Program Grant

County Administrator - Emergency Services

ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Approve the sub-award grant agreement with Coalitions and Collaboratives, Inc. for \$149,996 to be used for capacity-building, and authorize the County Administrative Officer to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This grant is from Coalitions and Collaboratives, Inc. (C&C) through the Community Catalyst Fund for the Community Navigator Program grant. This grant will extend the work that's been done through the California Fire Safe Council grant, which funds the County Wildfire Preparedness Coordinator. This grant aims to enhance wildfire preparedness and mitigation efforts in Inyo County through a series of coordinated activities and collaborative initiatives.

- Annual Agency Operational Planning Meeting: The plan includes establishing an annual meeting through the Eastern Sierra Wildfire Alliance (ESWA) to facilitate agency collaboration, identify gaps, and enhance decision-making. Expected outcomes include a comprehensive operational plan, increased partner engagement, and initiation of collaborative projects.
- Quarterly Fire Safe Council and Firewise USA Community Meetings: Quarterly meetings will be organized to share best practices, resources, and foster project collaboration among Fire Safe Councils and Firewise USA Community leaders. These meetings aim to increase cross-community collaboration and launch new initiatives.
- Community Wildfire Preparedness Events and Survival Simulation Workshop: A series of 12 monthly community preparedness events and an annual "Last Chance Survival Simulation Workshop" will be conducted across Inyo County. These events will provide education and resources to residents, with a focus on continuous improvement based on community feedback.
- Alignment of Agency Efforts for Community Wildfire Protection Plan Implementation: Coordination efforts will ensure alignment with the Community Wildfire Protection Plan, develop community-specific action plans, and facilitate multi-jurisdictional collaboration for funding opportunities.
- Technical Assistance and Capacity Building: Technical assistance and training will be provided to community leaders and organizations to build capacity for wildfire mitigation. This includes

engaging local partners, tribal nations, fire protection districts, and nongovernmental organizations.

By executing these activities, the grant aims to improve wildfire preparedness, increase community and agency collaboration, and enhance overall resilience in Inyo County. The grant budget will cover: personnel costs for the Wildfire Coordinator; County staff costs associated with providing administrative support for organizational capacity building; travel expenses necessary for project implementation, including travel across Inyo County and regionally to engage with communities and stakeholders; and general operating expenses for advertising and community outreach.

FISCAL IMPACT:

| Funding Source | Grant Funded: C&C Community Navigator Program | Budget Unit | 612302 |
|-------------------|--|--------------|----------|
| Budgeted? | Yes | Object Code | Multiple |
| Recurrence | Ongoing Expenditure | Sole Source? | N/A |

If Sole Source, provide justification below

N/A

Current Fiscal Year Impact

Up to \$149,996, the majority of which will be spent this fiscal year (FY24/25). All grant funds must be spent by the agreement end date, August 31, 2025.

Future Fiscal Year Impacts

While most funds will be spent in FY24/25, the grant agreement goes through August 2025; thus, funds remaining at the end of this fiscal year, will be carried over to next fiscal year.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to receive these funds from Coalitions and Collaboratives. This is not recommended as these funds are being used to increase capacity to implement wildfire-related projects and enhance the wildfire mitigation and collaboration strategy in the Eastern Sierra.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Climate Resilience and Natural Resource Protection

APPROVALS:

Mikaela Torres Mikaela Torres Darcy Ellis Amy Shepherd John Vallejo Nate Greenberg Created/Initiated - 8/23/2024 Approved - 8/23/2024 Approved - 8/23/2024 Approved - 9/5/2024 Approved - 9/5/2024 Final Approval - 9/5/2024

ATTACHMENTS:

- Community Catalyst Fund Subaward Agreement Acceptance Letter 1.
- 2.

COMMUNITY CATALYST FUND - SUBAWARD AGREEMENT

| Pass-Through Entity | Subrecipient |
|---|---|
| Coalitions & Collaboratives, Inc. | |
| 2432 S. Downing St. Suite 200 | |
| Denver, CO 80210-5812 | |
| Office: 719-412-3749 | Office: |
| Website: <u>www.co-co.org</u> | Website: |
| Project Director: Therese d'Auria Ryley 720-829-7462 <u>therese.ryley@co-co.org</u> | Project Manager / Contact(s): |
| Subaward Agreement Manager: Michaele Bloodsworth 865-309-9827 michaele.bloodsworth@co-co.org | Agreement Number: Grant Amount: |
| Send Reimbursement Requests To: cnpinfo@co-co.org | Match Amount (OPTIONAL): |
| Prime Agreement #: 23-CA-11132540-071 CFDA #: 10.664 | UEI #: Active registration in Sam.gov |
| Prime Agreement Agency: USDA, Forest Service, State Private and Tribal Forestry | Project Title: Subcontract Type: Cost Reimbursement |
| Prime Award Title: Community Navigators Program | Agreement Start Date: Agreement End Date: Final Report Due: |



Coalitions & Collaboratives, Inc., herein referred to as "COCO", and

hereinafter referred to as the "Awardee," enter into this Subaward Agreement on the date of the last signature on this subaward. As used herein, "Subaward" shall refer to this Subaward Agreement and all its attachments and incorporations by reference.

"Prime Award" shall refer to agreement number: #23-CA-11132540-071.

SECTION 1 - PURPOSE

COCO and Awardee (collectively, the "Parties") enter into this Subaward to promote a range of work related to wildfire mitigation and risk reduction activities. Actual tasks and timelines of such work are described in the attached scope of work and budget. ("Attachment A").

SECTION 2 - BACKGROUND ON PRIMARY AWARD

COCO received a Prime Award from USDA Forest Service herein referred to as "Prime Funder," to increase action, implementation and wildfire mitigation activities. Pursuant to that Prime Award, COCO has gone through a competitive grant process to select other organizations that will implement aligned projects and programs, to further the desired outcomes of our Prime Award. Although the funds to be provided to Awardee under this Agreement come from Prime Funder, Awardee acknowledges that Prime Funder is not a Party to this Agreement and shall have no obligations directly to Awardee under this Agreement. Notwithstanding the above, Awardee shall be subject to, and shall comply with the terms and conditions contained in the Prime Award that are applicable to the Awardee, including, but not limited to (1) compliance with OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400; (2) compliance with the regulations found in 2 CFR 200.330 through .332; and (3) ensuring Awardee and its employees do not engage in severe forms of trafficking in persons during the period of time that the award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of its obligations under this Agreement. A copy of the Prime Award Contract is attached as Attachment G. If any terms and conditions of the Prime Award Contract conflict with the terms of this Agreement, the Prime Award Contract shall control.

SECTION 3 - SUBAWARD TERMS

This Subaward shall begin on the date of last signature ("Commencement Date") and shall expire one year after the last signature, ("Expiration Date").

Unless otherwise stated below, reimbursement for costs incurred prior to the start date or after the expiration date will be disallowed.

SECTION 4 - AMOUNT OF SUBAWARD

The Awardee shall be reimbursed for actual expenses not to exceed

In the absence of a formal amendment to this Subaward, COCO shall not be obligated to reimburse the Awardee for costs that are in excess of this amount.

The Awardee will provide a total of in cash or in-kind match for activities implemented as outlined in the scope of work and budget ("Attachment A"). Funds associated with this Subaward may not be used as match to other U.S. Federal financial assistance.

The Approved in-kind hourly match rate for the duration of this grant is the National Volunteer Rate of \$31.80, or the State Volunteer Rate of the State in which the Awardee is located. If the National or State Volunteer Rate should change during the course of the Agreement, the updated Rate may be used. (Source: https://independentsector.org/resource/value-of-volunteer-time/)

COCO's Approved in-kind hourly match rate for Skilled Technical Assistance is: \$50.00, COCO's Approved in-kind hourly match rate for Skilled Labor is: \$31.80, and COCO's Approved in-kind hourly match rate for Teen Labor or Basic Clerical Labor is: \$16.00.

The Awardee is authorized to reallocate funds between cost categories up to 10% per line item on the total approved budget. Revisions in excess of this limit require prior written permission from COCO, using a Change Order form which will be provided to the Awardee upon request. Following submission of the completed Change Order form, COCO reserves the right to either approve or deny the request at their discretion. Any requested changes to the Agreement aside from cost reallocation must be approved in writing by COCO using the Change Order form. All changes are at the sole discretion of COCO.

SECTION 5 - SCOPE OF WORK

The purpose of this Subaward is to fund Awardee's

("Program") as described in the attached scope of work and budget ("Attachment A"). If any of the activities are to be performed on land that is owned by neither the Awardee nor COCO, the Awardee shall be responsible for obtaining the landowner's prior permission before entering upon such land.

SECTION 6 - REPORTING

Awardees are required to submit a brief summary of activities completed under the grant (Outcomes Reports) using the forms supplied each time they submit a reimbursement request.

- Copies of publications or materials developed as part of the scope of work/work plan must be provided to COCO prior to publication or distribution and are subject to COCO's approval, which will not be unreasonably withheld.
- Financial reports must include an accounting of matching funds and in-kind hours documentation.

Outcomes Report Requirements: Outcomes Reports will be submitted no later than the **7**th **day of the month** for activities completed in the previous month (for example, January 1-31 activities are reported by February 7th). Outcomes Reports will be due during any month that Awardee requests reimbursement. Awardee is committed to consistent and frequent update calls with COCO representatives, including a mid-award check in call with COCO staff at the 6 month mark. All financial and narrative reports shall be signed by the Awardee's Project Manager and submitted to COCO'S CCF Subaward Agreement Manager (see Section VII "Project Managers and Administrative Representatives"). Monthly Status Reports shall include a bulleted list of activities related to project scope of work ("Attachment A").

Final Report Requirements: The Final Report is due no later than 30 days after the CCF agreement end date. Final reporting requirements include: The CCF Final Report, Final Outcomes Table, Final Expense Report, and 3-5 pictures of CCF project work.



SECTION 7 - PAYMENT PROVISIONS

The Awardee shall separately account for payments received under this Subaward in its' accounting records. Awardee may submit funding request forms no more often than once per month ("Attachment D") and no less than three (3) times over the lifetime of the Agreement. *Awardees cannot go back and submit for expenses incurred during a month already submitted for reimbursement.* Disbursements shall be made to the Awardee on a reimbursement basis following receipt of the funding request form and supporting documentation, such as receipts.

10% of the total subaward amount, or the final reimbursement request amount, whichever is greater, will be retained until the final report has been received, the contractual obligations are deemed complete, and it is approved by COCO.

Payments will be sent to the Awardee by check payable to the Awardee or by direct deposit if the Awardee elects to choose this payment method.

SECTION 8 - FORFEITURE OF AWARD

Any funds which are not utilized to conduct Activities outlined in the Agreement during the course of the Agreement as specified by the Agreement Start and End Date are automatically forfeited.

I,______ (Initials) certify that I have been made aware that any unused portion of my CCF Award will be forfeited and returned to the COCO Community Navigator Program.

SECTION 9 - PROJECT MANAGERS AND ADMINISTRATIVE REPRESENTATIVES

The COCO representatives for this project are:

Community Navigator Initiative Director: Therese d'Auria Ryley, Community Navigator Program Director, COCO 720-829-7462 <u>therese.ryley@co-co.org</u>

Community Navigator Initiative Grants & Account Director: Michaele Bloodsworth, Grants and Agreements Director, COCO 865-309-9827 michaele.bloodsworth@co-co.org

The Awardee's representatives for this project are:



SECTION 10 - AWARD ADMINISTRATION

The award administration requirements in 2 CFR Part 200 as implemented by USDA at 2 CFR 400 (link: <u>https://https://www.ecfr.gov/current/title-2/subtitle-B/chapter-IV/part-400</u> are incorporated by reference. The cost allowability requirements in 2 CFR Part 230 are incorporated by reference.

SECTION 11 - AIR TRAVEL AND TRANSPORTATION

Air travel is allowable under the terms of this Subaward with prior written approval from the COCO Subaward Agreement Manager and as allowed within the Scope of Work and Budget. Communication regarding travel may be completed by email, preferably at least 3 weeks prior to travel.

- 1. Mileage will be reimbursed at the current federal mileage rate.
- 2. Hotels must be no more expensive than the US government approved per diem rates, based on the city the meeting will take place in, unless the awardee is staying at a conference site at the conference rate for which room rates are less than 125% of the approved government rate.
- 3. Awardees will be reimbursed for food and incidental expenses (at a cost not to exceed the per diem rate established by the US government based on the city where the meeting is taking place.) Expenses for alcoholic beverages will not be reimbursed.
- 4. Other reasonable, actual travel expenses, including parking, airport shuttles, etc. will be reimbursed.

All travel rates must be within current Federal Per Diem rates. Use this link to access the current year's Per Diem rates at U.S. General Services Administration for lodging, meals, incidental expenses

Link: https://www.gsa.gov/travel/plan-book/per-diem-rates

SECTION 12 - TITLE TO AND USE OF EQUIPMENT AND SUPPLIES

No purchase of equipment (defined as non-consumable property with a per-unit cost of US \$5,000 or more and a useful life of one year or more) is allowed under this Subaward without prior written approval of the COCO Community Navigator Program Community Catalyst Fund Subaward Agreement Manager. See Attachment E for more detailed information regarding federal purchasing requirements.

SECTION 13 - TITLE TO AND USE OF WORK PRODUCTS AND DATA

"Materials" may include, but is not limited to: reports, studies, photographs, computer programs, drawings, writings, or other similar works or documents (electronic and physical formats), along with all supporting data and material, produced under this Subaward. Title to any and all Materials developed with funds from this Subaward are the property of the Awardee. Notwithstanding the foregoing, COCO and the United States Forest Service (USFS) shall have a free, irrevocable license to use, publish, or distribute all such Materials. The Awardee shall provide COCO with copies of all Materials produced under this Subaward.

SECTION 14 - ACCOUNTS, AUDITS AND RECORDS

The Awardee agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Subaward (collectively "Records") to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. Unless extended by COCO, these records shall be maintained for a period of three years after the final financial report is submitted and approved by COCO.



The Awardee shall provide timely and unrestricted access to its books and accounts, files and other records for inspection, review and audit by COCO and its authorized representatives. If COCO disallows any costs claimed by the Awardee related to this Subaward, the Awardee shall be responsible for reimbursing COCO for any of those costs related to the work the Awardee has performed within 60 days of COCO's written communication regarding said costs.

If the Awardee expends more than \$750,000 in U.S. Federal funds during its fiscal year, it must have performed a single audit in accordance with 2 CFR 200 Subpart F. A copy of the audit must be provided within six months after the Awardee's fiscal year end to the COCO Grants Specialist.

The provisions of this Section shall survive the expiration of this Subaward.

SECTION 15 - REQUIRED ASSURANCES AND CERTIFICATIONS

By signing this Subaward, the Awardee is providing the following assurances and certifications. In the event that any material misrepresentation in these assurances and certifications is discovered during the term of this Subaward, COCO may elect to declare this Subaward null and void and immediately terminate it. In the case of an intentional material misrepresentation, COCO may, at its option, recover damages resulting from the termination. Notice of termination shall be given to Awardee. The Awardee shall require that the language of these certifications be included in the award documents for all subawards under this Subaward and that all subrecipients shall certify and disclose accordingly.

1. NON-DISCRIMINATION

To the extent that such laws apply to Awardee, Awardee agrees to abide by U.S. laws with regard to non-discrimination of U.S. citizens or legal residents working under this Subaward on the basis of race, color, religion, national origin, handicap or age.

2. DEBARMENT AND SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Awardee certifies to the best of its knowledge and belief that it is not presently and will not be debarred, suspended, or proposed for debarment or declared ineligible for the award of subcontracts, by any U.S. Government agency, in accordance with federal regulations (53 Fed.Reg. 19161-192 | |) or has been so within the preceding three-year period.

The Awardee certifies to the best of its knowledge and belief, that it and its principals

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in



paragraph 2.b. of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Awardee is unable to certify to any of the statements in this certification, the Awardee must provide to COCO a written explanation prior to signing this Subaward.

The Awardee further certifies that it will take every reasonable effort to not become debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency during the term of this Subaward and it will not engage or contract for work under this Subaward with any such debarred or ineligible parties.

3. COMPLIANCE WITH LAWS

The Awardee represents, warrants and agrees that, in connection with the transactions contemplated by this Award: (a) the Awardee can lawfully work in the United States; (b) the Awardee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Award) any permits or licenses required for the Awardee's services under this Award; and (c) the Awardee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Colorado, and any other jurisdiction(s) in which the Awardee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Awardee under this Award (in each case, an "Applicable Law"). The Awardee shall not take any actions that might cause COCO to be in violation of any of such Applicable Laws.

4. CONFLICT OF INTEREST DETERMINATION

The Awardee certifies that the information it has provided on the Attachment C entitled "Conflict of Interest Disclosure Form" is true and correct to the best of the Awardee's knowledge. In the event that any material misrepresentation in the Disclosure Form is discovered during the term of this Award, COCO may elect to declare this Award null and void and immediately terminate it. In the case of an intentional material misrepresentation, COCO may, at its option, recover damages resulting from the termination and shall be entitled to offset any amounts payable to the Awardee for work satisfactorily completed against such damages. The balance of amounts payable to the Awardee for work satisfactorily completed, if any, shall be paid to the Awardee. Notice of termination shall be given to Awardee's address listed.

5. COMPLIANCE WITH ANTI-TERRORISM LAWS

The Awardee agrees that it will use any funds received under this agreement in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to, the USA Patriot Act of 2001 and Executive Order 13224.

6. OTHER CERTIFICATIONS

The Awardee certifies that the Awardee will not:

a) Attempt to influence legislation or support lobbying within the meaning of Section 50l(c)(3)



of the U.S. Internal Revenue Code using any of the funds granted by COCO; or

b) Use any portion of these funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur, or to take any other action inconsistent with Section 501 (c)(3) of the U.S. Internal Revenue Code.

The Awardee also certifies that:

- a) The Awardee complies with the Assurances—Non-Construction Programs (Attachment D)
- b) The Awardee is currently registered in SAM.gov (System for Award Management)
 - i) Grant recipients must have an active SAM registration to receive federal funds.
 - ii) Registrations must be updated every 12 months to remain active
- c) The Awardee is not Debarred, Suspended, or otherwise ineligible from transactions with federal agencies.

SECTION 16 - ASSIGNMENT

This Subaward may not be assigned by the Awardee in whole or in part without the prior written consent of COCO.

SECTION 17 - SUBCONTRACTING AND SUBAWARDS

Unless expressly set forth in the approved scope of work and budget, the Awardee may not subcontract or subaward any work in whole or in part without the prior written consent of COCO.

If subcontracting/subawarding is permitted, please consult with the COCO Grants Specialist to determine what provisions should be included in the subcontract/subaward.

SECTION 18 - TERMINATION

If at any time the Prime Award is terminated, this Subaward shall also be automatically terminated as of the termination date of the Prime award. Additionally, COCO shall have the right to terminate this Subaward by giving 30 calendar days written notice to the Awardee of intent to terminate. Lack of communication from Awardee to COCO CCF Subaward Agreement Manager exceeding 60 days may result in termination of Subaward Agreement. Upon receipt of the termination notice from COCO, the Awardee shall take all necessary action to cancel outstanding commitments relating to the work under this Subaward. In the event of termination prior to the originally agreed upon expiration, COCO shall pay any obligations incurred by the Awardee that could not reasonably be canceled.

SECTION 19 - LIABILITY, INDEMNIFICATION, AND INSURANCE

The Awardee shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this work.

The Awardee agrees to indemnify, defend, and hold COCO, its officers, directors, affiliates, agents, volunteers, and employees, harmless from and against any and all claims, demands, suits, judgments, loss, damages, costs and expenses, including attorney fees through the appellate levels, of any nature whatsoever arising from or relating to (1) the work performed by the Awardee, its agents, subcontractors, officers, directors, volunteers, or employees under this Subaward; (2)any act or

omission of the Awardee, its agents, subcontractors, officers, directors, volunteers, or employees; or (3) Awardee's breach of this Agreement.

Awardee acknowledges it may utilize dangerous equipment in the performance of its obligations under this Agreement and that Awardee is solely responsible for properly training and supervising any person who operates such equipment. Awardee is solely responsible for any loss, personal injury, death, property damage, or otherwise that arises out of its use of such equipment.

Awardee will provide and maintain: (i) Commercial General Liability insurance with minimum limits of \$2,000,000 on a per occurrence basis protecting the Awardee from claims for bodily injury (including death) and property damage that may arise from, or in connection with, the performance by Awardee of its obligations under this Agreement; (ii); Workers' Compensation Insurance as required by applicable law; and (iii) auto insurance with minimum limits of \$1,000,000 and includes Hired and Non-owned Automobile coverage.

SECTION 20 - DISPUTES

The Awardee and COCO recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanisms and procedures to resolve disputes at this level. Failing resolution of conflicts at the organizational level, the Awardee and COCO agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to non-binding mediation using a professional mediator affiliated with the American Arbitration Association, unless the Awardee and COCO mutually agree otherwise.

If the dispute is not resolved through non-binding mediation, then the parties may take appropriate legal action.

SECTION 21 - APPLICABLE LAW

This Subaward shall be interpreted, construed and governed by the laws of the State of Colorado and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Subaward, COCO and Awardee agree that litigation shall be conducted in the United States District Court in Denver, Colorado. The Parties hereby agree that venue in Denver Colorado shall be proper and that the Parties are subject or will make themselves subject to personal jurisdiction in that court.

SECTION 22 - DUE DILIGENCE

COCO may request copies of documents to ensure that Awardee meets appropriate standards of capacity, competence and financial accountability. These documents include but are not limited to the following: a certificate of good standing, a list of the names of all of its board members and principal officers, copies of Awardee's bylaws and articles of incorporation. Awardee agrees to notify COCO immediately of any change in Awardee's corporate or tax status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against Awardee that may affect the commitments and obligations agreed herein.



SECTION 23 - PRECEDENCE

Any inconsistency in this Subaward shall be resolved by giving precedence in the following order:

- 1. 2 CFR 230: https://www.govinfo.gov/content/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1part230.pdf
- 2. 2 CFR 215: https://www.govinfo.gov/content/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part215.pdf
- 3. 2 CFR 200 Subpart F: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F
- 4. The Terms of the Prime Award;
- 5. The Terms of this Subaward, including, if applicable, subsequent Amendments;
- 6. Other attachments to this Subaward.

SECTION 24 - ENTIRE SUBAWARD, WAIVERS AND AMENDMENTS

This Subaward constitutes the entire Subaward between COCO and the Awardee. No waiver, modification, or amendment of any of the terms or conditions stated herein shall be effective unless set forth in writing and duly signed by COCO and the Awardee.

SECTION 25 - INDEPENDENT CONTRACTOR

The Awardee will be considered an independent contractor for purposes of this Agreement. Awardee is not an agent of COCO and does not have authority to enter into contracts on COCO's behalf. Awardee will not enter into any agreement with any third-party vendor to which the Awardee has a direct or beneficial interest unless such agreement is approved in advance by COCO. All vendor agreements will be entered into at fair market value or more favorable terms and in accordance with the approved budget. To the extent Awardee enters into contracts with third-parties to perform its obligations under this Agreement, it shall remain liable to those third parties and shall defend, indemnify and hold harmless COCO against all claims by such third-party vendors. The Awardee may utilize subcontractors to provide services or personnel to fulfill its obligations of this Agreement. The Awardee shall require that all subcontractors maintain Commercial General Liability Insurance, in an amount appropriate for the services or goods to be furnished by such subcontractor. COCO shall have no direct liability to any subcontractors used by the Awardee and the Awardee will defend, indemnify, and hold harmless COCO, and its respective officers, directors, agents and employees, from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever arising from or out of the Awardee's relationships with subcontractors.

SECTION 26 - CONFIDENTIALITY

Each party will use the other's Confidential Information (as defined below) only in connection with activities under this Agreement and will keep it confidential to the fullest extent allowed by law. "Confidential Information" means all information, in any form, relating to one party and furnished to or obtained by the other under this Agreement including, without limitation, client and donor information, attorney-client privileged information, strategies, personnel information and financial information. For clarity, Confidential Information does not include information that is generally available to the public, information already known by the receiving party before receiving such information, or information independently developed. All non-public information furnished under this Agreement is and will remain the property of the furnishing party.



IN WITNESS WHEREOF, the parties have executed this Subaward by their fully authorized officers.

| Subrecipient | Coalitions & Collaboratives, Inc. |
|-------------------------|-----------------------------------|
| | |
| <mark>Signature:</mark> | Signature: |
| | |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |



Attachments and Inclusions:

- A) Scope of Work and Budget
- B) Subaward Recipient Questionnaire
- C) Conflict of Interest Disclosure Form
- D) Assurances-Non-Construction Programs
- E) Purchasing of Goods and Services with U.S. Federal Funds



Attachment A SCOPE OF WORK

Overall Agreement Purpose:

Funds in this agreement will be utilized to support the Awardee's efforts in assisting Coalitions & Collaboratives, Inc. (COCO) with several Activities that encourage and further support climate resiliency needs in frontline communities.



Agreement Budget:

Agreed upon budget for this subaward is as follows.



Attachment B SUBAWARD RECIPIENT QUESTIONNAIRE

| Organization Name: | Telephone #: | | |
|--|---|--|--|
| Administrative Contact: | Administrative Email: | | |
| Project Manager Name: | Project Manager Email: | | |
| UEID Number: | COCO contact: | | |
| Mailing Address: | Type of Organization: | | |
| Name of person completing worksheet: | | | |
| | | | |
| A. Fiscal Sponsor | | | |
| Will you be acting as a fiscal sponsor for another organ | nization that receives funding? | | |
| □ Yes | | | |
| | | | |
| If yes, name of organization: | | | |
| B. Indirect Rate | | | |
| Does your Organization have an overhead/ indirect ra | te or a federally negotiated indirect cost | | |
| rate agreement? If so, please provide a copy? | | | |
| 🗌 Yes | | | |
| 🗌 No | | | |
| Explain as needed. | | | |
| C. Documentation | | | |
| Are you able to supply timesheets and receipts docum | enting the spending of your sub-award at the time | | |
| of a desk review or site audit? | | | |
| Yes | | | |
| 🗆 No | | | |
| D. Policies | | | |
| Do you have the following written policies in place: | | | |
| Procurement policy | | | |
| ☐ Yes | | | |
| □ No | | | |
| Travel policy | | | |
| ☐ Yes | | | |
| | | | |
| Conflict of interest policy? | | | |
| ☐ Yes | | | |
| 🗆 No | | | |
| Is your procurement policy in compliance with the new Uniform Guidance requirements? | | | |
| | | | |
| Yes | | | |
| No (Please submit copies of requested policies) | | | |



| E. Audit or Financial Review |
|--|
| Do you have a 133 Single Audit annually (Expended over \$750,000 per year)? |
| □ Yes |
| □ No |
| Single Audit: |
| Date of last Audit conducted: |
| Were there any findings? |
| ☐ Yes |
| □ No |
| Link to Audit on Federal Audit Clearinghouse site: |
| Financial Review: |
| If no Single Audit, do you have a current financial review? |
| Second Se |
| |
| Date of last Financial Review conducted: |
| Were there any findings? |
| Yes |
| □ No |
| Please submit a copy of the review with your documentation. |
| F. Record Keeping / Financial System |
| What financial system for record keeping are you using? (Quickbooks, etc.): |
| Do you keep separate files and documentation for the spending of each federal award? |
| □ Yes |
| □ No |
| Does your organization have procedures that contain internal controls (safeguarding of assets, reconciliation of accounting records)? |
| Yes |
| |
| G. Subawarding/Subcontracting |
| Are you issuing subawards or subcontracts for goods or services using this funding? |
| ☐ Yes |
| No - If so, do the contracts exceed \$3,500.00? |
| Yes |
| □ No |
| Signature: Date: |
| |



Attachment C CONFLICT OF INTEREST DISCLOSURE FORM

It is the policy of COCO to identify actual, potential or perceived conflicts of interest in any situation in which COCO has a significant business interest. To assist COCO in complying with this policy, we request that all individuals and/or organizations that will be involved in a proposed transaction with COCO complete this form.

TRANSACTION

Describe the type of agreement (e.g. service contract, grant, subaward, etc.): Total dollar value of transaction:

Now or at the time of the proposed transaction, have or will any COCO employee, member of COCO's Board of Directors or Family Members of any of these, individually or collectively, have the ability to control management of the entity?

<mark>Select the appropriate answe</mark>r

Yes
No

The undersigned certifies that the information provided above is true and correct to the best of his/her knowledge.

| Organization: |
|-----------------------|
| Project Manager Name: |
| Title: |
| |

| Signature: | Date: |
|------------|-------|



ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- 1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990: (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE | |
|---|-------|-------------------------------------|
| APPLICANT ORGANIZATION | - | DATE SUBMITTED |
| | | Standard Form 424B (Rev. 7-97) Back |

Attachment E PURCHASING OF GOOD AND SERVICES WITH U.S. FEDERAL FUNDS

(or used as match to a U.S. federal award)

COCO requires that all Subawardees abide by procurement rules set forth within the Code of Federal Regulations. Compliance with these rules and the other provisions within this agreement are paramount. Below we provide a summary of 2 C.F.R. Part 200, however; the requirements are hereby incorporated by reference.

To review the full Code of Federal Regulations please visit: <u>https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-</u> <u>ECFR45dd d4419ad436d</u>

Your Grants Specialist can assist you in understanding the set of regulations your agreement is subject.

§ 200.318 General procurement standards

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in <u>§§ 200.317</u> through <u>200.327</u>.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is



unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also $\frac{§ 200.214}{2}$.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal



entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and clCCFs. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§ 200.313 Equipment (See also § 200.439 Equipment and other capital expenditures.)

(a) Title

Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the



work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in § 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) Management requirements

Procedures for managing equipment(including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition

When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.



(2) Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

§ 200.12 Capital assets

Capital assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

(a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and

(b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).

§ 200.20 Computing devices

Computing devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. See also §§ 200.94 Supplies and 200.58 Information technology systems.

§ 200.48 General purpose equipment

General purpose equipment means equipment which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles. See also Equipment and Special Purpose Equipment.

§ 200.58 Information technology systems

Information technology systems means computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources. See also §§ 200.20 Computing devices and 200.33 Equipment.



§ 200.89 Special purpose equipment

Special purpose equipment means equipment which is used only for research, medical, scientific, or other technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, and spectrometers. See also §§ 200.33 Equipment and 200.48 General purpose equipment.

§ 200.94 Supplies

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment

Initials ______ Awardee has read all the general procurement standards listed from the 2 CFR 200 and agrees to abide by the terms and conditions of this guidance.



Dear Inyo County Office of Emergency Management,

Congratulations! Your CNP-CCF application has been selected for funding. This letter contains the required next-steps for your grant contract. Please complete and submit required paperwork to <u>therese.ryley@co-co.org</u> and <u>michaele.bloodsworth@co-co.org</u> by **Close of Business Thursday, July 25, 2024**.

SAVE THE DATES!

OFFICE HOURS: If you would like support in completing your subaward agreement task items below, please attend our office hours scheduled **Tuesday**, **July 18**, **2024 from 2-4pm Mountain Time**. You will receive a calendar invite shortly.

The CNI Team is hosting your **Awardee Meet-N-Greet on Thursday, August 8, 2024 from 2-4pm, Mountain Time.** The webinar will be a networking opportunity. We will ask for you to introduce yourself, your organization and your CNI-CCF funded program. This is a great chance to meet your fellow mitigation professionals and CNI-CCF team members.

Your Coalitions and Collaboratives assigned community navigator is **Ann Walker**. They are included in this email. They are available to assist you with the subaward agreement review and meeting paperwork requirements.

Contact Info for Navigator Ann Walker annwalkerconsulting@yahoo.com

Please find detailed instructions below on completing the necessary CNP-CCF grant paperwork. **Paperwork is due no later than Close of Business Thursday, July 25, 2024**. If you cannot complete paperwork within the due date please make special arrangements ahead of time by contacting <u>therese.ryley@co-co.org</u> and <u>michaele.bloodsworth@co-co.org</u>. COCO reserves the right to reallocate grant funding if we are not notified of a paperwork extension.

SUBAWARD AGREEMENT REVIEW

- Subaward Agreement: Please read, review, edit (tracking all changes within your Scope of Work), complete, and sign the attached agreement. Items to be completed within your contract are fillable. Please be sure to:
 - Review and Complete Scope of Work, Attachment A. Activities should align with the Scope of Work identified in your application.
 - Complete and Sign Subaward Questionnaire, Attachment B.
 - Complete and Sign Conflict of Interest Disclosure, Attachment C.

BUDGET REVIEW

Budget: Complete the highlighted sections in the Budget Spreadsheet. If you are providing matching funds: matching funds need to be parsed out into the different funding categories.

Budget Narrative: Review and certify that it clearly states how you intend to spend grant funds reflecting any agreed upon scope of work changes necessary.

REQUIRED PAPERWORK

- Complete and Sign SF424b Assurances, Non-Protection Programs.
- Complete and Sign FS 1500 Checklist
- Provide a current W-9
- Provide a current Unique Entity Identification (UEID) number.
- Provide a copy of your Certification of Insurance, including Worker's Compensation (*Coalitions & Collaboratives, Inc. does NOT need to be listed as co-insured*). These certificates must come directly from your insurance agent.
- Provide a high-resolution logo (.jpg or .gif format)
- Provide a short paragraph about your organization (this will be used for COCO's CNP webpage).

Provide a map of the area your organization works in. This information will be used to create our CNI Awardee
 Map. A map can be made with GIS software or Google Earth, outlining the boundary of your work area(s).
 Alternatively, you can provide a scanned map and we can digitize it for you. If you have questions about this, contact cnpinfo@co-co.org

NEXT STEPS:

After receiving the paperwork above, Thérèse and Michaele will finalize and package your contract. You will receive the copy of your final contract, along with links to resource folders in a follow-up email.

Please note that you can not bill to this agreement until the final agreement is signed by COCO; however, we acknowledge that completing this agreement will take time. We expect this process to take a total of 5 hours, and after signature from COCO signatory, you can account for this time in your billing.

Your Community Navigator will assist you during this process. They will contact you via email to schedule a meeting.

We look forward to connecting with you!

The Community Navigator Program Team

Jonathan Bruno, Esther Duke, Thérèse d'Auria Ryley, Michaele Bloodsworth, Maria Brandt, Jedidiah Lomax, Mikayla Pryor



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

September 10, 2024

Reference ID: 2024-642

Diaz Lake Clean California Grant Bid Package for Playground and Recreation Amenities - Diaz Lake Welcoming and Beautification Project Public Works - Parks & Recreation

ACTION REQUIRED

ITEM SUBMITTED BY

Jorge Briceno, Parks & Recreation Manager

ITEM PRESENTED BY

Jorge Briceno, Parks & Recreation Manager

RECOMMENDED ACTION:

Approve the plans and specifications for the Diaz Lake Welcoming and Beautification Project and authorize the Parks and Recreation Manager to advertise the project.

BACKGROUND / SUMMARY / JUSTIFICATION:

On January 16, 2024, your Board accepted a grant of \$1.475 million dollars from Caltrans through the Clean California program to improve recreation facilities at Diaz Lake.

This bid package pertains to the removal of the current playground and installation of a new playground, shade structures, picnic areas, volleyball court, and appurtenances. The new recreation amenities will be compliant with requirements set forth in the American's with Disabilities Act (ADA), and will greatly improve the recreation opportunities that are available to the local community and tourists alike.

This scope of work is expected to consume approximately half of the grant funding.

| FISCAL IMPACT: | | | | | |
|---|---|--|--------|--|--|
| Funding | ing 100% Grant Funded through Caltrans - Clean Budget Unit 670102 | | 670102 | | |
| Source | CA | | | | |
| Budgeted? | ted? Yes Object Code 5700 | | | | |
| Recurrence | Recurrence One-Time Expenditure | | | | |
| Current Fiscal Year Impact | | | | | |
| If the project goes to construction this fiscal year, all or a portion of the grant funds will be expended and reimbursed. | | | | | |
| Future Fiscal Year Impacts | | | | | |
| Construction may run into next fiscal year. The grant funds must be expended by June 30, 2026. Ongoing maintenance costs will be the responsibility of the Parks Division. | | | | | |
| Additional Information | | | | | |

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the project bid package, and direct staff to reconfigure the scope of work. This is not recommended as we have a time limit to use the Clean CA Grant funds by June 30, 2026.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Caltrans

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Community Supporting Infrastructure Improvements Thriving Communities I Quality Parks and Recreation Amenitiies High Quality Services I Improved County Facilities

APPROVALS:

Jorge Briceno Darcy Ellis Jorge Briceno Breanne Nelums Grace Chuchla John Vallejo Amy Shepherd Michael Errante Nate Greenberg Created/Initiated - 8/19/2024 Approved - 8/19/2024 Approved - 8/28/2024 Approved - 8/30/2024 Approved - 9/3/2024 Approved - 9/3/2024 Approved - 9/3/2024 Final Approval - 9/4/2024

ATTACHMENTS:

1. Diaz Lake Playground Bid Package

BID PACKAGE AND SPECIAL PROVISIONS



FOR CONSTRUCTION OF

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT

Project No.

FOR USE IN CONNECTION WITH INYO COUNTY STANDARD SPECIFICATIONS, DATED MAY 2020, GENERAL PREVAILING WAGE RATES IN EFFECT ON THE DATE THE WORK IS ACCOMPLISHED

August 2024

Prepared By: Inyo County Public Works – Parks and Recreation [PAGE INTENTIONALLY LEFT BLANK]

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NOTICE INVITING BIDS FOR

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT Lone Pine, CA

> Diaz Lake Welcoming and Beautification Project Notice Inviting Bids Page 1

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS - PARKS AND RECREATION

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County (County) Public Works Department (Department) at 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$15.00 will be charged for each set of Bid Packages requested. The Bid Packages are available for inspection at the Department during regular business hours. Checks are to be made out to "Inyo County Public Works Department." The Bid Package is also available at no charge at the County of Inyo website at www.inyocounty.us. Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the Department that they are plan holders may not be notified should any Addenda be issued. If the Department issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the State of California Department of Industrial Relations (DIR) prevailing wage labor rates.

Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title:

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on October 1, 2024** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

General Work Description: The County is looking for a unique playground that encourages physical activity and enhances motor skills development for children ages 2-5 & 5-12. This project consists of designing, building, and installing a new playground set, safety surfacing, shade structures, ADA accessible swingset and parking area, concrete pathways to picnic areas, a sand volleyball court, and various other recreation amenities. The project also requires removal and disposal of the current playground.

All project work is more particularly described in the plans and special provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

Technical questions related to project work, site conditions, or other related inquiries should be directed to Daniel Briceño, Parks and Recreation Manager of the Public Works Department at <u>jbriceno@inyocounty.us</u> (phone: 760-614-1326). Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or 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 first occurs.

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 and in the amount of 100% of the Contract amount.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class B Contractor license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

The successful bidder must ensure that equipment design meets the requirements of the Americans with Disabilities Act (ADA) and utilizes International Playground Equipment Manufacturers Association (IPEMA) certified equipment that meets or exceeds all federal and state guidelines, and conforms to the technical standards set forth by the American Society of Testing Materials International (ASTM), and the U.S Consumer Products Safety Commission (CPSC). Contractors must also possess a certification for Certified Playground Safety Inspector (CPSI). Playground equipment and shade structures must meet or exceed the County's building codes such as the Inyo County wind and snow load ordinances. (Inyo County Wind Load Design Criteria. Eighty-five miles per hour sustained winds with one hundred ten mile per hour three-second gusts. Ord. 1255 § 3, 2020)

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated May 2020, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code**, Section 12990, and other applicable law.

The Contract is also subject to and incorporates by reference the provisions of **Public Contract Code, Section 22300,** pursuant to which, the Contractor is permitted to substitute securities for

earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.

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 California Department of Industrial Relations.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage 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 on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request.

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.

The definition and meanings of the words used in this Notice Inviting Bids are the same as set forth in **Section 1070**, "**Abbreviations**, **Symbols**, **and Definitions**," of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo Department of Public Works

Michael Errante hael Errante (Aug 30, 2024 12:02 PDT)

Michael Errante, Director of Public Works

September 2024

BID PROPOSAL FORMS FOR

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT Lone Pine, CA

ENCLOSURES:

Bid Proposal Form Bid Bond Cashier's or Certified Check Form Designation of Subcontractors Certification Regarding Equal Employment Opportunity Labor Code Section 3700 Contractor's Labor Code Certification Labor Code Section 1725.5 Contractor and Subcontractor Registration Public Contract Code Section 7106 (Non-Collusion Affidavit) Public Contract Code Section 10162 Questionnaire Public Contract Code Statement (Section 10232) Inyo County Ordinance No. 1156 (Contracting Preference) Small Business Enterprise Commitment (Construction Contracts) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

BID PROPOSAL FORM

| TO: | COUNTY OF INYO |
|-----|--|
| | Attn.: Inyo County Clerk of Board of Supervisors |
| | 224 North Edwards Street, P.O. Box N |
| | Independence, California 93526 |
| | (Herein called the "County") |

FROM:

(Herein called "Bidder")

FOR: **DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT** (Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on October 1, 2024 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

2. BID AMOUNT TOTAL. The total amount of this Bid for provision of the services and materials for completion of the Project in accordance with the Contract Documents is set forth herein as: \$

PROJECT BID AMOUNT:

LUMP SUM FOR PROJECT (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS):

Please see Special Provisions Section for details on what this lump sum must include, and documents that mush be furnished by the low bidder within 14 days of bid opening. No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. 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 Project.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are 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. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

5. ACCEPTANCE. County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities 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. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates 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.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. 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".) WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED. 8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business: Bidder's Name: Address: Zip Code (The above address will be used to send notices or requests for additional information.) Telephone: (Federal Identification No.: Contractor's License No.: _____ State: _____ Classification: Expiration Date: Type of Business (check one): Individual (), Partnership (), Joint Venture () Corporation (), Other (Specify): _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) _____ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) _____ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) _____ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked "Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only <u>one</u> form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the 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 an appeal request/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 appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials 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 email, 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 Bid Package 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 County's Purchasing Director shall be deemed final.

11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

(1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)

- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070**, "**Abbreviations**, **Symbols and Definitions**," of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT

BID BOND (BID PROPOSAL GUARANTEE)

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

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, an | d 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 **DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT**, 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 Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar 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 | A.D. |
|----------------------------------|--------|------|------|
|----------------------------------|--------|------|------|

Principal

(SEAL)

By: _____

(Title of Authorized Person)

(Address for Notices to be sent)

Surety

(SEAL)

(Title of Authorized Person)

(Address for Notices to be sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) 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 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.

By:

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo (Attn.: Parks and Recreation Manager) 224 North Edwards Street, P.O. Box N Independence, California 93526

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT

CASHIER'S OR CERTIFIED CHECK (BID PROPOSAL GUARANTEE)

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

ATTACH CHECK HERE

1

]

Bidder (print name):

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[

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT

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 which 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, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

| ITEM NO. | DESCRIPTION OF WORK | % OF TOTAL CONTRACT | SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE | NAME, ADDRESS, PHONE NUMBER |
|-------------|------------------------|---------------------------|---|--------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY (Government Code Section 12900 et seq., Sections 11135-11139.7)

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance on the basis of religion, color, ethnic group identification, sex, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), and the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7).

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.

| (Na | me and Title of Signer) |
|------------------|-------------------------|
| Signature | Date |
| Company Name | |
| Business Address | |
| | |

CONTRACTOR'S LABOR CODE CERTIFICATION (Labor Code Section 3700 et seq.)

DIAZ LAKE WELCOMING AND BEAUTFICATION PROJECT

I am aware of the provisions of Section 3700 and following of the Labor Code which requires every employer to be insured against liability for workers' 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

CONTRACTOR AND SUBCONTRACTOR REGISTRATION With CA Department of Industrial Relations (DIR) (CA LABOR CODE SECTION 1725.5)

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

Signed Name

Date

Printed Name

CA DIR Registration No.

NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106) (Code of Civil Procedure Section 2015.5)

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT

The undersigned declares:

I am the of the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

| | , at | • | |
|------------------|---------------------|---------|--|
| (Date) | (City) | (State) | |
| (] | Name and Title of S | igner) | |
| Signature | | Date | |
| Company Name | | | |
| Business Address | | | |
| - | | | |

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT

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 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 10162 are true and correct.

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT

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 which 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 T | itle of Signer) |
|------------------|-----------------|
| Signature | Date |
| Company Name | |
| Business Address | |

LOCAL BUSINESS PREFERENCES INYO COUNTY ORDINANCE NO. 1285

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT

§ 6.06.010. Findings.

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the county. Such businesses provide convenient services within the county and provide employment for county citizens. It is in the public interest to encourage a vibrant business environment in the county. Providing modest purchasing preferences for local businesses furthers the goal of building a healthy economy in the county. Further, providing contracting preferences for all small businesses levels the playing field between small businesses and larger ones, encourages a diverse business economy, and bolsters the health of our local economy given that many local businesses are also small businesses.

(Ord. 1285 § 2, 2022)

§ 6.06.020. Definitions.

"Local business" means a business which: 1. Has its headquarters, distribution point or locally-owned franchise located in the county for at least six months immediately prior to the issuance of the request for competitive bids by the county; and 2. Holds any required business license by a jurisdiction located in Inyo County; and 3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County; and 4. Meets the conditions of subsections 1 through 3, but within Mono or Inyo Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

"Responsive bid" means a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

"Small business" means a business which is certified by the state of California or the Small Business Administration as a small business.

(Ord. 1285 § 2, 2022)

§ 6.06.030. Local business and small business preference.

For all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined. (Ord. 1285 § 2, 2022)

§ 6.06.040. Small business subcontracting preference.

For all contracts awarded by Inyo County, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or local business. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

(Ord. 1285 § 2, 2022)

§ 6.06.050. Limit on contracting preferences.

The contracting preferences outlined in Section 6.06.030 and 6.06.040 shall not apply in the following situations:

1. When, in the determination of county staff, the local or small business would provide a subpar product or service or is determined to not be a responsible bidder.

2. When the purchase is funded in whole or in part by outside funding sources that prohibit the application of a local business or small business preference.

3. When state or federal law prohibits the application of a local business or small business preference

(Ord. 1285 § 2, 2022)

SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

| NOTE: PLF | EASE REFER TO INSTRUCTIO | ONS ON THE REVE | RSE SIDE/NEXT PAGE O | F THIS FORM |
|----------------------|---|---|---|--|
| Department: Inyo Cor | unty Public Works Department – Parks a | and Recreation | LOCATION: Independence, CA | |
| PROJECT DESCRIPT | TION: <u>DIAZ LAKE WELCOMING AN</u> | ND BEAUTIFICATION P | ROJECT | |
| TOTAL CONTRACT. | AMOUNT: \$ | | | |
| BID OPENING DATE | E:October 1, 2024 | | | |
| BIDDER'S COMPAN | IY NAME: | | | |
| BID ITEM NO. | ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED | LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE | NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened) | DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE |
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| | For Inyo County to Comple | te: | Total Claimed Participation | \$ |
| | trans – Clean CA - CA State Grant | | , | 0/ |
| | September 2023 | | 1 | % |
| | | | | |
| Checked by: | | 1 | | <u> </u> |
| Print Name | Signature Date | | Signature of Bidder | |
| | | | Date (Area Code) Tel. | . No. |
| | | | | |
| | | | Person to Contact (Please Ty | ype or Print) |
| | | | | |
| | | | Small Business Enterpri | ise (Rev 5/10) |

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS) (05/10)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable**, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

<u>This form must be submitted with the bid</u> if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

DATE OF FINAL PAYMENT DATE WORK COMPLETE DATE ESTIMATED CONTRACT AMOUNT DATE CONTRACT COMPLETION DATE THE ABOVE INFORMATION IS COMPLETE AND CORRECT SBE CONTRACT PAYMENTS \$ \$ \$ ¢. \$ \$ \$ ¥. COMPLETE AND CORRECT BUSINESS PHONE NUMBER BUSINESS PHONE NUMBER NON-SBE ¥ Ś \$ \$ \$ \$ Ś \$ SBE CERT. NUMBER TOTAL CERTIFY THAT THE ABOVE INFORMATION IS DESCRIPTION OF WORK PERFORMED TO THE BEST OF MY KNOWLEDGE, BUSINESS ADDRESS Commitment Original (i) н **PROJECT: Diaz Lake Welcoming and Beautification** CONTRACTOR REPRESENTATIVES SIGNATURE SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE 4) N RESIDENT ENGINEER'S SIGNATURE PRIME CONTRACTOR ITEM NO BID Project Ś

FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES

(SBE), FIRST-TIER SUBCONTRACTORS

To be completed by the contractor and submitted to the Resident Engineer upon project completion

Diaz Lake Welcoming and Beautification Project Bid Proposal Forms Page 21

INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form.

CONTRACT AND BOND FORMS FOR

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT Lone Pine, CA

ENCLOSURES:

Contract Faithful Performance Bond Labor and Material Payment Bond Insurance Attachment

> Diaz Lake Welcoming and Beautification Project Contract and Bonds

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SPECIAL PROVISIONS

FOR

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT Lone Pine, CA

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COUNTY OF INYO DEPARTMENT OF PUBLIC WORKS – PARKS AND RECREATION

SPECIFICATIONS APPROVAL

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT Lone Pine, CA

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

Michael Errante chael Errante (Aug 30, 2024 12:02 PDT)

Director of Public Works

Aug 30, 2024

Specifications Approval Date

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I. INTRODUCTION / GENERAL:

The Diaz Lake Welcoming and Beautification Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated May 2020 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (as that term is defined in section 1-1.07 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County website: <u>https://www.inyocounty.us/services/county-administrators-office/bid-request-rfp</u>.

Unless indicated otherwise, all references in this document to sections are to those in the Inyo County Standard Specifications May 2020 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications May 2020 referenced herein.

II. PROJECT DESCRIPTION:

This project consists of removal and disposal of the current playground, design, engineer, build and install a new playground and various recreation amenities. The County is looking for a unique playground that encourages physical activity and enhances motor skills development for children ages 2-5 & 5-12. The playground and swingset must have portions that are ADA accessible. The County will prefer a playground that incorporates creative play such as rock climbing walls and balancing objects over redudant slides throughout the playground set. The County will prefer Pour In Place rubber for safety surfacing over rubber tiles due to the extreme temperature differences and high winds that are typical for this region.

The project site is adjacent to Diaz Lake in an area that has a sandy, decomposed granite soil type. Temperatures in the area range an average from 29 degrees Fahrenheit in the winter, to 100 degrees Fahrenheit in the summer time. Diaz Lake Campground is a beautiful campground located in Lone Pine, California and is adjacent to Highway 395. The campground is popular for recreational boating and watercraft use during the summer months and is a hotspot for birders during the winter-spring season. Diaz lake is an 80-acre lake with over 150 campsites with sites that are suitable for tent camping and large RV's/trailers. The campground has amazing views of the Eastern Sierras and large mature trees that attract an array of different wildlife.

Removal of the current playground involves the removal of the current playground structure, woodchips, and rubber border that is in place.

An optional job walk can be scheduled with the Parks and Recreation Manager upon request. Please email Daniel Briceño to schedule a site visit: <u>jbriceno@inyocounty.us</u>.

III. CONTRACT AWARD AND EXECUTION - SECTION 3:

3-1.04 CONTRACT AWARD

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

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

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

The successful bidder must furnish 2 bonds:

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

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

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

For a non-federal-aid contract:

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

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

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

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

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

Section 3-1.08 is amended as follows.

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

The bidder must:

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

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

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

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

SBE CONTRACTING PREFERENCE COMMITMENT SUBMITTAL:

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

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

SUBCONTRACTOR AND SBE RECORDS:

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

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

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

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

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

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

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

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

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

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

7-1.02K (2) WAGES

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

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

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

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

Include in the certified payroll:

1. Each employee's:

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

7-1.05 INDEMNIFICATION

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

7-1.06A INSURANCE

Insurance minimums for the project are described in the Insurance Attachment to the sample contract, which is provided earlier in this Bid Package.

V. PROSECUTION AND PROGRESS – SECTION 8

Amended to read as follows:

8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than <u>Ninety (90) Calendar days</u> from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion."

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 8-107B SS, "Time Adjustments."

8-1.10 LIQUIDATED DAMAGES

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

\$300.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

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

VI. CLAIMS RESOLUTION

PUBLIC CONTRACT CODE SECTION 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

Diaz Lake Welcoming and Beautification Project Special Provisions

Page 7

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

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

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

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

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

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

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

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

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

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

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its

Diaz Lake Welcoming and Beautification Project Special Provisions Page 8 failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

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

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

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

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

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

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

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

VII. PLAYGROUND SPECIFICATIONS

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. Removal and disposal of existing playground and associated woodchips
- B. Design and construct the following:
 - 1. ADA parking spaces appropriate for 1 van and 1 car, to include:
 - a. 25 ft x22 ft 4 inch slab on grade
 - b. 6 inch thick perimeter footing with $\frac{1}{2}$ inch rebar
 - c. 5 sack concrete
 - d. ADA compliant striping and signage
 - e. Parking bollards
 - 2. Concrete sidewalk from ADA parking to playground, to include
 - a. 4 ft wide, ADA accessible design
 - b. 4 inch thick with 6 inch perimeter footing
 - c. 5 sack concrete with broom finish
 - d. Curb along west perimeter of playground
 - i. 8"x12" with two $\frac{1}{2}"$ rebar along the length
 - ii. 5 sack concrete
 - 3. A playground for children from ages 2-5 & 5-12, to include:
 - a. Single colored UV rated fabric shade structure
 - i. Removable
 - ii. 110 mph wind rating
 - b. Play structure, with a preference for climbing walls and other unique play equipment over redundant slides
 - c. A swing set with normal and additional ADA accessible attachments.
 - d. Pour in place rubber safety surfacing (PIP), providing ADA access to swing sets. Color to be
 - 4. Volleyball Court
 - a. 60 ft by 30 ft
 - b. Excavate 2 ft below grade and fill/level with washed sand
 - c. Supply and install volleyball post embedded in concrete 16-inch diameter by 3 ft depth, 5 sack concrete.
 - 5. Three picnic areas adjacent to playground, each to include:
 - a. 6 inch thick 16 ft by 4 ft with ½ inch rebar reinforcement at perimeter, 5 sack concrete, and a broom finish.
 - b. 14 ft by 14 ft shade structure with cantilevered support post embedded in 24inch diameter by 4 ft deep footing outside of picnic table slab, with 5 sack concrete.
 - c. Each picnic slab shall have one ADA picnic table and one standard picnic table.
 - d. Tables to be open metal mesh coated with UV rated colored rubber (colors to be chosen by County after award).
 - e. Barbeque grill.
 - f. Trash receptacle 55-gallon, metal tops with hinged flaps, primed and painted.

- 6. Two seating areas, adjacent to volleyball court and future dog park, each to include
 - a. 6 inch thick 16 ft by 4 ft with ½ inch rebar reinforcement at perimeter, 5 sack concrete, and a broom finish.
 - b. 14 ft by 14 ft shade structure with cantilevered support post embedded in 24inch diameter by 4 ft deep footing outside of picnic table slab, with 5 sack concrete.
 - c. Picnic bench, benches to be open metal mesh coated with UV rated colored rubber (colors to be chosen by County after award).
- 7. Two drinking water station at future dog park and playground, freeze proof with bottle and dog stations.
- 8. Dirt/gravel parking area for 4-5 vehicles adjacent to playground.

1.02 SCOPE OF SERVICES

- 1. Work with Inyo County Staff to review specifications and site conditions.
- 2. Contractor is to provide administrative, management, and related services as required to coordinate the design, manufacture, and delivery of playground equipment to complete the Project in accordance with the County's objectives for cost, time, and quality.
- 3. Ensure all playground systems and structures meet or exceed all federal, state, CPSC, ASTM, IPEMA, CPSI, and ADA guidelines.
- 4. Submit a maximum of two designs per firm for the playground, shade structures, and various amenities.
- 5. Submit drawings of designs in full color.
- 6. Provide playground structures that complement the surroundings of the high desert and backdrop of the Sierra Nevada mountains. Nature inspired colors and equipment are preferred. Designs could also include a Native American component within the design that is culturally appropriate to the area.
- 7. Include a cut sheet of the proposed playground equipment.
- 8. Provide equipment warranty information.
- 9. Provide a company representative to inspect the equipment for damage upon delivery.

1.03 SUMMARY

- A. Provide:
 - 1. Design drawings and plans for the proposed playground, shade structures, and other amenities
 - 2. Build & install all things listed in the Scope of Work
 - 3. Removal and disposal of the current playground, woodchips, and rubber border
 - 4. Delivery of equipment
 - 5. Damage inspection

1.04 **BIDDER QUALIFICATIONS**

All bidders shall be contractors who have specifically performed the design and installation of playgrounds for public agencies. The selected Bidder shall supply the following within 14 days of the bid opening date:

- A. A copy of the proposed warranty from the manufacturer along with the bid.
- B. A brochure from the play structure manufacturer showing examples of the proposed structure.
- C. Verification of insurance in the form of a sample insurance certificate. The contract shall carry a minimum of \$1,000,000 in general liability insurance on a continuing basis.
- D. A current license status printout from the Contractor's State License Board at <u>http://www.cslb.ca.gov</u> to demonstrate that the license is in good standing.
- E. A certification for Certified Playground Safety Inspector (CPSI).
- F. A document showing that playground equipment utilizes equipment from the International Playground Equipment Manufacturers Association (IPEMA).
- G. The contractor shall cooperate as required in performance of the specified inspecting and testing.
- H. Failure of the bidder to submit items A through H in a timely manner may result in the bid being rejected.

1.05 SUBMITTALS

If requested, successful bidder shall submit:

A. Playground design drawings, construction plans, and manufacturer's technical data, installation and maintenance instructions for installing the playground and accessories.

1.06 WARRANTY AND CERTIFICATION

- A. Shade structures: minimum of a 10-year warranty.
- B. Steel posts and structures: minimum 15-year warranty on steel posts and steel structures, including play structure.

1.07 QUALITY ASSURANCE

The contractor/bidder shall be responsible for providing staff for quality assurance.

PART 2 PRODUCTS

2.01 SUMMARY

All equipment, products, and materials shall meet or exceed all federal, state, and local building codes/guidelines such as CPSC, ASTM, IPEMA, CPSI, and ADA.

2.02 SUBSTITUTIONS

Materials substitutions must be submitted to the County a minimum of five (5) working days prior to the bid opening for review to be approved as an "or equal". All substitute material requests shall include all testing agency certifications and independent third-party laboratory testing certifying that all physical properties are equal to or greater than the product specified and certified by an officer of the material manufacturer.

PART 3 COMPENSATION

3.01 **PAYMENT**

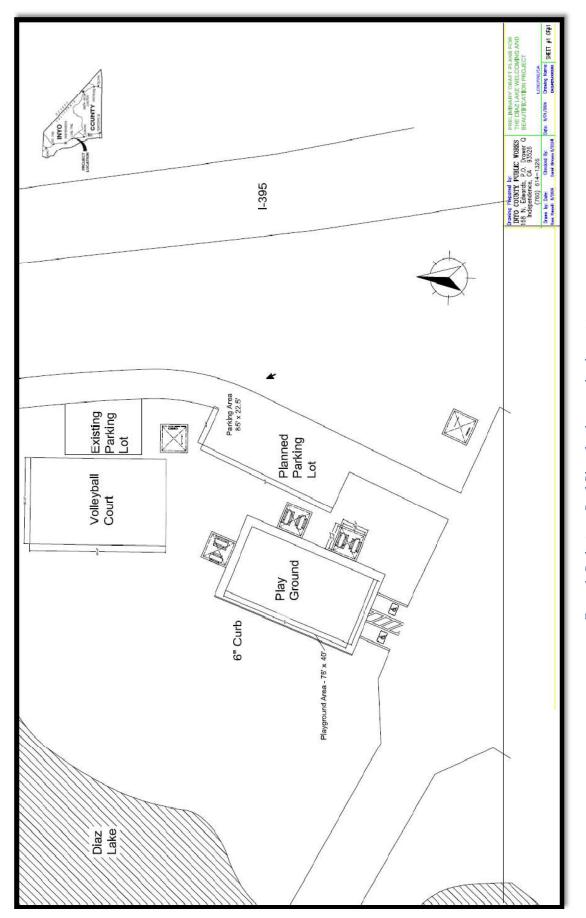
The contract lump sum price paid for the Project shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the Project as shown on the plans, and as specified in the specifications and the special provisions.

END OF SECTION

PRELIMINARY DRAFT PLANS

FOR

DIAZ LAKE WELCOMING AND BEAUTIFICATION PROJECT Lone Pine, California





concrete pad with a shade structure. Please note that the shade structure that is located South-East of the playground, across the road, is for This plan was made to give a basic, general idea of the amenities Inyo County is looking for. Each square with an X represents a a future dog park.

Diaz Lake Welcoming and Beautification Project Plans

Diaz Lake Playground Bid Package

Final Audit Report

2024-08-30

| Created: | 2024-08-30 |
|-----------------|--|
| By: | Michael Errante (merrante@inyocounty.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAFsNakMIaFFfb4KfpvsLaNmu8t-W0hftO |
| | |

"Diaz Lake Playground Bid Package" History

- Document created by Michael Errante (merrante@inyocounty.us) 2024-08-30 - 7:00:24 PM GMT
- Document emailed to Michael Errante (merrante@inyocounty.us) for signature 2024-08-30 - 7:01:59 PM GMT
- Document e-signed by Michael Errante (merrante@inyocounty.us) Signature Date: 2024-08-30 - 7:02:21 PM GMT - Time Source: server
- Agreement completed. 2024-08-30 - 7:02:21 PM GMT





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

September 10, 2024

Reference ID: 2024-637

Big Pine Animal Shelter Project Notice of Completion Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Hasib Rasooli, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve Resolution No. 2024-27, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Big Pine Animal Shelter Project," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County received notification of a successful grant application on July 20, 2020, for the Big Pine Animal Shelter Project. The project involved the construction of a new animal shelter in Big Pine to replace the outdated facility. Rudolph Construction Company was awarded the construction contract following an RFP issued by Inyo County Public Works.

Construction was successfully completed on the Big Pine Animal Shelter on August 8, 2024.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve a resolution directing the Public Works Director to record a Notice of Completion for the Big Pine Animal Shelter Project. This is not recommended as failure to sign a resolution allowing the Public Works Director to record a Notice of Completion would result in the contractor, Rudolph Construction Company, not being paid their retention.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

APPROVALS:

Hasib Rasooli Hasib Rasooli Darcy Ellis Created/Initiated - 8/14/2024 Approved - 8/14/2024 Approved - 8/16/2024 Hasib Rasooli Breanne Nelums Michael Errante Grace Chuchla John Vallejo Amy Shepherd Nate Greenberg Nate Greenberg Approved - 8/16/2024 Approved - 8/16/2024 Approved - 8/16/2024 Approved - 8/16/2024 Approved - 8/19/2024 Approved - 8/19/2024 Final Approval - 8/23/2024

ATTACHMENTS:

- 1. Resolution No. 2024-27
- 2. Notice of Completion Big Pine Animal Shelter Project

RESOLUTION #2024 - 27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION FOR THE BIG PINE ANMIMAL SHELTER PROJECT

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Big Pine Animal Shelter Project has been completed in accordance with the project specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Big Pine Animal Shelter Project.

Passed, approved and adopted this 10th day of September , 2024 by the following vote:

AYES:

NOES: ABSENT: ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

by_

Assistant Clerk of the Board

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Big Pine Animal Shelter Project on the property hereinafter described was completed on August 8th, 2024, and was accepted by the Inyo County Board of Supervisors on September 3th, 2024.

2. The property on which the Animal Shelter Project has been completed is Big Pine Animal Shelter, North-West of Independence, CA

3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the County Roads.

4. The undersigned Michael Errante is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted September 3rd, 2024 by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.

5. The name of the original contractor that conducted the Big Pine Animal Shelter Project pursuant to the construction contract with the owner is Rudolph, Inc. of Bishop, California.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the purchase order.

COUNTY OF INYO

Dated: _____

By:

Michael Errante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)) SS. COUNTY OF INYO)

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Big Pine Animal Shelter Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated:_____

Michael Errante



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

September 10, 2024

Reference ID: 2024-624

Runway 12-30 Surface Treatment Project at the Bishop Airport 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) Award the contract for the Runway 12-30 Surface Treatment Project to American Road Maintenance of Tuscon, AZ as the successful bidder;

B) Approve the construction contract between the County of Inyo and American Road Maintenance of Tuscon, AZ in the amount of \$722,250, contingent upon the Board's approval of the 2024-2025 Budget, and authorize the Chairperson to sign;

C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws; and

D) Approve the revised Plan & Specifications for the project with modifications that arose during bidding.

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.

On July 9, 2024, your Board approved the Plans & Specifications for the Runway 12-30 Surface Treatment Project (also called the Runway 12-30 Grooving Project) and authorized the Public Works Director to advertise the Project for bids. On May 21, 2024, the Board authorized the Public Works Director to sign the forthcoming Federal Aviation Administration Airport Improvement Program Grant Agreement for design and construction of the Project. Minor updates were made to the required federal language in the bid package between Board approval and the start of the bid process. Additionally, an addendum was issued on July 25, 2024, which removed the crack filling scope of work, added additional information, and made other small modifications to the specifications. These documents are included for your Board's approval. The project was advertised on July 11, 2024, and on July 31, 2024 the County opened six bids:

| American Road Maintenance | Tuscon, AZ | \$722,250 |
|---------------------------|--------------------|-------------|
| Maxwell Asphalt, Inc. | Salt Lake City, UT | \$755,510 |
| Q&D Construction | Sparks, NV | \$1,046,000 |
| Hi-Lite Airfield Services | Watertown, NY | \$1,062,907 |
| Pave-Tech, Inc. | Carlsbad, CA | \$1,096,344 |
| C.R. Contracting, LLC | Bend, OR | \$1,119,770 |

The engineer's estimate for this project was \$1,319,240. All bids were reviewed by the County and Tartaglia Engineering to determine responsiveness. American Road Maintenance was found to be the lowest responsive bidder to the Project bid proposal requirements. The grant application was updated to reflect the low bid amount, and the grant was executed on August 12, 2024. The grant will reimburse the County for 90% of project costs, including design, construction administration, and this construction contract. The County must match the remaining 10%.

| FISCAL IMPA | CT: | | | | | | |
|--|------------------------------|-------------|--------|--|--|--|--|
| | 90% Grant Funded - FAA grant | Budget Unit | 630100 | | | | |
| Source | | | | | | | |
| Budgeted? | Yes | Object Code | 5700 | | | | |
| Recurrence | One-Time Expenditure | | | | | | |
| Current Fiscal Year Impact | | | | | | | |
| \$722,250, which are expected to be spent within this Fiscal Year. | | | | | | | |
| Future Fiscal Year Impacts | | | | | | | |
| None. | | | | | | | |
| Additional Information | | | | | | | |

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the construction contract to the low bidder as recommended, and to re-bid the project. This is not recommended, as there was ample competition in the first round of bidding, and it is unlikely that re-bidding the project would result in lower bids. Additionally, doing so would delay the project, which is anticipated to be completed during the fall break in commercial service.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Federal Aviation Administration; County Counsel

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Community Supporting Infrastructure Improvements Thriving Communities I Enhanced Transportation Services High Quality Services I Improved County Facilities

APPROVALS:

Ashley Helms Darcy Ellis Ashley Helms Breanne Nelums Grace Chuchla Created/Initiated - 8/22/2024 Approved - 8/23/2024 Approved - 8/26/2024 Approved - 8/29/2024 Approved - 9/3/2024 John Vallejo Amy Shepherd Michael Errante Nate Greenberg Approved - 9/3/2024 Approved - 9/3/2024 Approved - 9/3/2024 Final Approval - 9/4/2024

ATTACHMENTS:

- 1. Bid Acceptance Recommendation Letter with Bid Tab
- 2. Bishop Runway Surface Treatment Contract
- 3. Runway Surface Treatment Project Bid Package
- 4. RWY 12-30 Surface Treatment Addendum No. 1



P.O. Box 476, Pismo Beach, CA 93448 Phone: (805) 466-5660 • civilengineers@tartaglia-engineering.com

Ashley Helms Deputy Public Works Director - Airports County of Inyo 703 Airport Road Bishop, CA 93514

Project:Runway 12-30 Surface Treatment ProjectSubject:Bid Opening

Dear Ms. Helms:

In accordance with the Notice Inviting Sealed Bids, bids were received for the Runway 12-30 Surface Treatment Project Wednesday afternoon, July 31, 2024. A total of six (6) bids were received and reviewed:

| No | Entity | Bid |
|----|---------------------------------------|------------------|
| 1 | American Road Maintenance, Tucson | \$722,250.00 |
| 2 | Maxwell Asphalt, Inc., Salt Lake City | \$755,510.00 |
| 3 | Q&D Construction, Sparks | \$1,046,000.00 |
| 4 | Hi-Lite Airfield Services, Watertown | **\$1,062,907.00 |
| 5 | Pave-Tech, Inc., Carlsbad | \$1,096,344.00 |
| 6 | C.R. Contracting, LLC, Bend | \$1,119,770.00 |
| | Engineer's Estimate | \$1,319,240.00 |

** Bid total presented on the form. The mathematical total was \$760,756.00.

A review of the bidders, the bids received, and the bidding process revealed the following:

- 1. Some, but not all, of the bidders were present at the non-mandatory Pre-Bid Job Walk.
- 2. In general, bidders appeared to fully grasp the scope of the project.
- 3. Bids were received in advance of the date and time for receipt of bids.
- 4. All bids submitted included:
 - A. Acknowledgement of the one Addendum issued.
 - B. A Bid Bond.
 - C. A completed sub-contractor schedule.

Tartaglia Engineering performed a thorough review of all bid packages received with a focus on the following:

1. Preparation of a detailed, spread-sheet summary of all bid items to confirm bid totals. Math errors, if they exist, were evaluated based on the following two parameters:

A. In the event of discrepancy between unit pricing and total pricing, unit pricing shall prevail.

B. In the event of discrepancy between words and figures, words shall prevail.

With the exception of the bid from Hi-Lite Airfield Services, there were no math errors in the bids. The Hi-Lite bid did not include a unit price for Bid Item 5, Sawcut Grooves.

- 2. Unit pricing review for possible un-balanced bid. All bids are considered proper and well balanced.
- 3. Contractor licensing through the State of California, Department of Consumer Affairs. All bidders are properly licensed and all licenses are current.

August 5, 2024

- 4. Confirmation that all contractors are registered with the State Department of Industrial Relations.
- 5. Confirmation of proper and adequate bid bond.
- 6. Confirmation that the subcontractor schedule was properly and adequately filled out and that all certificates were signed.
- 7. Confirmation of DBE goal or Good Faith Effort requirements for the low bidding contractor.

In general, it is felt bids received accurately reflect the scope of work and the level of difficulty associated with this undertaking. In addition, they reflect current construction pricing for similar work in this area.

Based on this review of the bid process and all bid packages received, Tartaglia Engineering recommends award of the construction contract to American Road Maintenance, Tucson, the apparent low bidder, in the amount of \$722,250.00.

Enclosed for your review you will find the bid result spread sheet that includes all line-item pricing and the listed subcontractors for each bidder. Please call with any questions you may have regarding the project or this correspondence.

Sincerely,

TARTAGLIA ENGINEERING

John A. Smith, PE

John A. Smith, P.E. Project Engineer

Enclosure: Bid Result Spreadsheet

Bishop Airport (BIH)

Bid Results Summary

Reflects Addendum 1

| Bid Opening: 3:30 pm, July 31, 2024 | | | E ENGINEERS ESTIMATE I | | | ad Maintenance, son, AZ | Maxwell Asphalt, Inc., Salt Lake City, UT | | Q&D Construction, Sparks, NV | | |
|-------------------------------------|--|-------|------------------------|--------------|----------------|----------------------------|--|-------------|---------------------------------|-------------|-------------------|
| Bid | Description | Unit | Quantity | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| Item | Description | Ollit | Quantity | (Figures) | (Figures) | (Figures) | (Figures) | (Figures) | (Figures) | (Figures) | (Figures) |
| 1 | Mobilization (8% Max) | LS | 1.0 | \$120,000.00 | \$120,000.00 | \$50,000.00 | \$50,000.00 | \$60,000.00 | \$60,000.00 | \$80,000.00 | \$80,000.00 |
| 2 | Airport Safety and Security (5% Max) | LS | 1.0 | \$60,000.00 | \$60,000.00 | \$10,000.00 | \$10,000.00 | \$15,000.00 | \$15,000.00 | \$42,154.00 | \$42,154.00 |
| 3 | Blank | | - | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 4 | Remove Pavement Markings to 50% | SF | 11,600.0 | \$1.00 | \$11,600.00 | \$1.50 | \$17,400.00 | \$1.50 | \$17,400.00 | \$2.00 | \$23,200.00 |
| 5 | Sawcut Grooves | SY | 66,700.0 | \$6.20 | \$413,540.00 | \$4.25 | \$283,475.00 | \$4.13 | \$275,471.00 | \$4.80 | \$320,160.00 |
| 6 | Emulsified Asphalt Seal Coat | SY | 90,800.0 | \$3.50 | \$317,800.00 | \$2.00 | \$181,600.00 | \$1.58 | \$143,464.00 | \$2.75 | \$249,700.00 |
| 7 | Friction Testing | LS | 1.0 | \$18,000.00 | \$18,000.00 | \$7,500.00 | \$7,500.00 | \$5,000.00 | \$5,000.00 | \$7,545.00 | \$7,545.00 |
| 8 | Pave. Marking: Two-Coat - White & Yellow | SF | 88,800.0 | \$3.50 | \$310,800.00 | \$1.75 | \$155,400.00 | \$2.25 | \$199,800.00 | \$3.07 | \$272,616.00 |
| 9 | Pave. Marking: Two-Coat - Black | SF | 22,500.0 | \$3.00 | \$67,500.00 | \$0.75 | \$16,875.00 | \$1.75 | \$39,375.00 | \$2.25 | \$50,625.00 |
| | Bid Total | | | | \$1,319,240.00 | | \$722,250.00 | | \$755,510.00 | | \$1,046,000.00 |
| | Total Identified on Bid Form | | | | | | \$722,250.00 | | \$755,510.00 | | \$1,046,000.00 |
| | Acknowledge addenda | | | | | Yes | | Yes | | Yes | |
| | Subcontractors | | | 5, Gro | | 5, Grooving | , Grooving Sam Rhodes, Inc | | Inc. 5, Grooving Q&D | | Pavement Coatings |
| | | | | | | | | | | 1, 7, 8, 9 | Cal-Stripe |

| | Bid Opening: 3:30 pm, July 31, 2024 | | ENGINEERS ESTIMATE H | | Hi-Lite Airfield Services, Watertown, NY | | Pave-Tech, Inc., Carlsbad, CA | | C.R. Contracting, LLC, Bend, OR | | |
|-------------|--|------|----------------------|-------------------------|---|------------------------|-------------------------------|------------------------|------------------------------------|------------------------|-------------------------|
| Bid Item | Description | Unit | Quantity | Unit Cost (Figures) | Total Cost (Figures) | Unit Cost (Figures) | Total Cost (Figures) | Unit Cost (Figures) | Total Cost (Figures) | Unit Cost (Figures) | Total Cost (Figures) |
| 1 | Mobilization (8% Max) | LS | 1.0 | \$120,000.00 | \$120,000.00 | \$75,250.00 | \$75,250.00 | \$84,447.00 | \$84,447.00 | \$75,000.00 | \$75,000.00 |
| 2 | Airport Safety and Security (5% Max) | LS | 1.0 | \$60,000.00 | \$60,000.00 | \$47,031.00 | \$47,031.00 | \$54,303.00 | \$54,303.00 | \$15,000.00 | \$15,000.00 |
| 3 | Blank | | - | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 4 | Remove Pavement Markings to 50% | SF | 11,600.0 | \$1.00 | \$11,600.00 | \$2.25 | \$26,100.00 | \$2.40 | \$27,840.00 | \$3.00 | \$34,800.00 |
| 5 | Sawcut Grooves | SY | 66,700.0 | \$6.20 | \$413,540.00 | \$0.00 | \$0.00 | \$5.62 | \$374,854.00 | \$8.00 | \$533,600.00 |
| 6 | Emulsified Asphalt Seal Coat | SY | 90,800.0 | \$3.50 | \$317,800.00 | \$4.25 | \$385,900.00 | \$2.98 | \$270,584.00 | \$2.75 | \$249,700.00 |
| 7 | Friction Testing | LS | 1.0 | \$18,000.00 | \$18,000.00 | \$9,500.00 | \$9,500.00 | \$8,817.00 | \$8,817.00 | \$4,700.00 | \$4,700.00 |
| 8 | Pave. Marking: Two-Coat - White & Yellow | SF | 88,800.0 | \$3.50 | \$310,800.00 | \$2.00 | \$177,600.00 | \$2.73 | \$242,424.00 | \$1.90 | \$168,720.00 |
| 9 | Pave. Marking: Two-Coat - Black | SF | 22,500.0 | \$3.00 | \$67,500.00 | \$1.75 | \$39,375.00 | \$1.47 | \$33,075.00 | \$1.70 | \$38,250.00 |
| | Bid Total | | | | \$1,319,240.00 | | \$760,756.00 | | \$1,096,344.00 | | \$1,119,770.00 |
| | Total Identified on Bid Form | | | | | | \$1,062,907.00 | | \$1,096,344.00 | | \$1,119,770.00 |
| | Acknowledge addenda | | | | | , | Yes | | Yes | | Yes |
| | Subcontractors | | | | | 5, Grooving | Q&D Construct. | 5, Grooving | Q&D Construct. | 4, Rem. Mark | Superior P. Mark. |
| | Succentractors | | | Item 5: Unit price blar | | it price blank | 6, E. Asphalt | American Road M. | 5, Grooving | Sam Rhodes, Inc. | |

AGREEMENT BETWEEN THE COUNTY OF INYO AND <u>AMERICAN ROAD MAINTENANCE</u> for

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT

AIRPORT IMPROVEMENT PROGRAM FAA AIP PROJECT NO. #3-06-0024-030-2024 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", 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 A and incorporated herein by this reference, and complete all work within the time for completion set forth in the CONTRACT DOCUMENTS.
- 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 "A" 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.

- 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. 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 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: | American Road Maintenance Attn: Kyle Paulson 4554 E Eco Industrial Pl |
| | Tuscon, AZ 85756 |

- **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.** Federal Provisions;
 - c. 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

In all its activities within the scope of its airport program, the CONTRACTOR agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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 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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 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 another who fails or refuses to furnish the information, 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 100-259) (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 (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. 74087 (2005)];
- 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 \$29 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 federallyassisted 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 § 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, 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 the 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 records which 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

<u>https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification</u> 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) That 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) That 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) That 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training,

Employer and Labor Services 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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 §§ 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 § 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

\$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

J. 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such 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 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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 (\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 () 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 (O) is not (O) 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.

P. TERMINATION FOR CONVENIENCE

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;
- 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.

Q. 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:" BID SCHEDULE

Attachment "B:" INSURANCE PROVISIONS

----000----

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

COUNTY OF INYO

CONTRACTOR

17 - Carlor - Carlor

Matt Kinsley, Board Chair

Name: Kyle Paulson

APPROVED AS TO FORM AND LEGALITY Title:Officer

County Clerk Board of Supervisors

By:

APPROVED AS TO INSURANCE REQUIREMENTS:

By ____

By Grace Weitz Greet Weit (Aug 79, 1004 12 31 POT) Inyo County Counsel

Inyo County Risk Manager

Attachment "A"

BID SCHEDULE

| ITEM | ITEM | QUANT | UNITS | UNIT | ITEM |
|------|---|----------|-------|------------|-----------------------|
| NO. | DESCRIPTION | ITY | | PRICE | TOTAL |
| 1 | Mobilization (8% Max) | 1.0 | LS | \$ 50,000 | \$ 50,000 |
| 2 | Airport Safety and Security (5% Max) | 1.0 | LS | \$ 10,000 | \$ 10,000 |
| -3 | Crack Fill and Seal | 22,500.0 | LF | \$ | \$ |
| 4 | Remove Pavement Markings to 50% | 11,600.0 | SF | \$ 1.50 | \$ 17,400 |
| 5 | Sawcut Grooves | 66,700.0 | SY | \$ 4.25 | \$ 283,475 |
| 6 | Emulsified Asphalt Seal Coat | 90,800.0 | SY | \$ 2.00 | \$ 181,600 |
| 7 | Friction Test | 1.0 | LS | \$ 7,500 | \$ 7,500 |
| | Pavement Markings: Two Coat – White and Yellow | 88,800.0 | SF | \$ 1.75 | ^{\$} 155,400 |
| 9 | Pavement Markings: Two Coat – Black | 22,500.0 | SF | \$75 | \$ 16,875 |
| | TOTAL BID SCHEDULE | | | | ^{\$} 722,250 |

Runway 12-30 SURFACE TREATMENT PROJECT Bid Schedule

CONTRACTOR'S BID

TOTAL BID (IN NUMBERS)

722,250

TOTAL BID (IN WORDS)

Seven hundred twenty two thousand two hundred fifty dollars and zero cents

REVIEWED AND CHECKED BY:

(For County Use)

TIME OF COMPLETION:

The undersigned further specifically agrees to complete all work for the Project within <u>55 working days</u> 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 Travelers Casualty and Surety Company of America

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.

#1 7/25

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT

Bid Proposal Forms

Page BP-4

Attachment "B"

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.
- 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 pf 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.

Bishop Runway Surface Treatment Contract

Final Audit Report

2024-08-29

| I | | |
|---|-----------------|--|
| | Created: | 2024-08-23 |
| | By: | Ashley Helms (ahelms@inyocounty.us) |
| | Status: | Signed |
| | Transaction ID: | CBJCHBCAABAAuitCzIPz9vSIqO-yfaFCBXMI-jYAVjeo |
| | | |

"Bishop Runway Surface Treatment Contract" History

- Document created by Ashley Helms (ahelms@inyocounty.us) 2024-08-23 - 8:26:11 PM GMT
- Document emailed to Aaron Holmberg (aholmberg@inyocounty.us) for signature 2024-08-23 - 8:28:26 PM GMT
- Email viewed by Aaron Holmberg (aholmberg@inyocounty.us) 2024-08-23 - 8:41:18 PM GMT
- Document e-signed by Aaron Holmberg (aholmberg@inyocounty.us) Signature Date: 2024-08-23 - 8:41:55 PM GMT - Time Source: server
- Document emailed to Grace Weitz (gweitz@inyocounty.us) for signature 2024-08-23 - 8:41:56 PM GMT
- Email viewed by Grace Weitz (gweitz@inyocounty.us) 2024-08-26 - 8:23:20 PM GMT
- Document e-signed by Grace Weitz (gweitz@inyocounty.us) Signature Date: 2024-08-29 - 7:21:56 PM GMT - Time Source: server
- Document emailed to Kyle Paulson (kyle@armwestcoast.com) for signature 2024-08-29 - 7:21:59 PM GMT
- Email viewed by Kyle Paulson (kyle@armwestcoast.com) 2024-08-29 - 7:22:43 PM GMT
- Document e-signed by Kyle Paulson (kyle@armwestcoast.com) Signature Date: 2024-08-29 - 7:23:09 PM GMT - Time Source: server

Agreement completed. 2024-08-29 - 7:23:09 PM GMT



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 Frante

MICHAEL J. ERRANTE, P.E. DIRECTOR OF PUBLIC WORKS

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 FEDERAL 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, please email ahelms@inyocounty.us to be added to the list. 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 <u>BID</u>, 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.

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 <u>ahelms@inyocounty.us</u> 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

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT Notice Inviting Bids Page NIB-1 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.

Inyo County, 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 for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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.

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53. As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (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 listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1).
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) There is no stated DBE contract goal for this contract. The bidder/offeror shall make good faith efforts, as defined in AppendixA, 49 CFR Part 26, to subcontract to DBE firms.

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

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT Notice Inviting Bids Page NIB-2 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 "C-32". 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, included in this bid solicitation, 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

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT Notice Inviting Bids Page NIB-3

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:

- 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

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

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT

Bid Proposal Forms

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 | QUANT ITY | UNITS | UNIT PRICE | ITEM TOTAL |
|-------------|--|--------------|-------|---------------|---------------|
| NU. | | | | FNICE | IUIAL |
| 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 <u>55 working days</u> 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.

(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 | , Туре |
| 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* |
|---------------------------------|------------------------|---------------------------|--|--|------|
| | | | | | |
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| | | | | | |
| *AGR – | Annual Gross Receipts | | Enter 3 for more than \$1, | 000,000 to \$2,000, | 000 |
| Enter 1 for less than \$500,000 | | | Enter 4 for more than \$2,000,000 to \$5,000,000 | | |

Enter 2 for more than \$500,000 to \$1,000,000

Enter 5 for more than \$5,000,000

(Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT

Bid Proposal Forms

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 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

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT Bid Proposal Forms

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 filling 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 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.

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.

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT

Bid Proposal Forms

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY, AND EXPERIENCE

ECHNICAL ADILITT, AND EAFENIENC

(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 similary 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.

| Туре | Name and Phone Number | Amount of Contract |
|------|-----------------------|--------------------|
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SIGN HERE

Signature of Bidder

Date

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT

Bid Proposal Forms

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* |
|---|----------------------------|---|--------|------|
| | | | | |
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*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* |
|---|----------------------------|---|--------|------|
| | | | | |
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*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 (\checkmark) or the letter "X".

□ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) 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
- c) 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:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing U.S. domestic product.
- 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
- 4. 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:
 - 1. To the 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.
 - 2. 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.
 - 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including:

Bid Proposal Forms

i. A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including:
 - i. Listing of all manufactured products 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).
 - ii. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
 - Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from at minimum two comparable equal bids and/or offers;
- b) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- c) Completed waiver applications for each comparable bid and/or offer.

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 Bid Proposal Forms Page BP-22

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, a | 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, ex- | ecutors, 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 of denial of award, provided the following stipulation 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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RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT Bid Proposal Forms Page BP-26

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.

- 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 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.** Federal Provisions;
 - c. 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

In all its activities within the scope of its airport program, the CONTRACTOR agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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 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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 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 another who fails or refuses to furnish the information, 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 100-259) (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 (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. 74087 (2005)];
- 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 \$29 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 federallyassisted 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 § 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, 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 the 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 records which 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

https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification 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) That 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) That 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) That 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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 §§ 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 § 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 \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

J. 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such 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 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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 (\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 () 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 () 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.

P. TERMINATION FOR CONVENIENCE

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;
- 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.

Q. 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:" BID SCHEDULE

Attachment "B:" 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 | |
|---|--|----------|
| Matt Kinsley, Board Chair | [|], Title |
| APPROVED AS TO FORM AND LEGALITY | ATTEST: Nate Greenberg County Clerk Board of Supervisors | |
| By Inyo County Counsel | Ву: | |
| APPROVEE AS TO INSURANCE REQUIREMENTS: | | |

By _____ Inyo County Risk Manager

Attachment "A"

BID SCHEDULE

Attachment "B"

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.
- 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 pf 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)

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 |
|------------------------|---------|----------------------------|
| | | |
| (SEAL) | (Nam | e of Corporate Surety) |
| | By: | |
| | | (Signature) |
| | (Title | of Authorized Person) |
| | (Addres | ss for Notices to be Sent) |
| | (N | lame of Contractor) |
| (SEAL) | By: | |
| | | (Signature) |
| | (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 | |
|------------------------|----------------------------------|--|
| | | |
| | | |
| (SEAL) | (Name of Contractor) | |
| | By: | |
| | (Signature) | |
| | | |
| | (Title of Authorized Person) | |
| | | |
| | (Address for Notices to be Sent) | |
| | | |
| | | |
| | (Name of Corporate Surety) | |
| (SEAL) | By: | |
| | (Signature) | |
| | | |

(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 ACKNOWLEDMENTS 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. #3-06-0024-0XX-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 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.

If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Visit <u>https://www.wdol.gov/wdol/scafiles/davisbacon/ca20.dvb</u> for the complete list of wage determinations.

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

1.1. 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.

1.2. 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 nonfederally 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.

1.3. 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.

1.4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Inyo County, CA.**

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

2.1. 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).

2.2. 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.

2.3. 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 must 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.

2.4. 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 areas 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.

2.5. 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.

2.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

2.7. 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 therefor, 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 woman 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 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 work force.

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 nonsegregated except that separate or singleuser 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.

2.8. 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 group 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.

2.9. 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, the Contractor may be in violation of the Executive Order if a 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).

2.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

2.12. 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.

2.13. 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.

2.14. 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 numbers, 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.

2.15. 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).

3. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

4. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

 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 § 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.

5. DISADVANTAGED BUSINESS ENTERPRISE

5.1 Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

5.2 Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Inyo County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Inyo County. This clause applies to both DBE and non-DBE subcontractors.

5.3 Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the DBE requirements listed on page two of the Notice Inviting Bids (or an approved substitute DBE firm) without prior written consent of Inyo County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Inyo County. Unless Inyo County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Inyo County may provide such written consent only if Inyo County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Inyo County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Inyo County, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Inyo County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Inyo County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Inyo County may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

6. FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

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¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

RUNWAY 12-30 SURFACE TREATMENT PROJECT AT THE BISHOP AIRPORT

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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 | 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. |
| | | 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. |
| 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 | a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees. |
| 10-31 | Intention of Terms | 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. 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. |

| 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/Taxilan e 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) (<u>http://mutcd.fhwa.dot.gov/</u>), 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 ACs; plans shall govern over 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, .xlx

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 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 Ownerfurnished 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 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 wavier 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.

| 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 km) 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. |

Measurement and Payment Terms

| 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 | 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. |
| | 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. |
| | 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%. |
| | 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. |
| | Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. |
| | 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. |
| | 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. |
| Rental Equipment | 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> . |
| Pay Quantities | 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. |

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> Bid Opening: | Date 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, .xlx, .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 Contactor 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 fulltime 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 paragraph100-8.

(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

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)

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.

Lump Sum

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

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:

| 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 |

Aggregate Material Gradation Requirements¹

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:

| 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 |

Concentrated Asphalt Emulsion Properties

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.

| 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 |

Tests on Residue from Distillation or Evaporation

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:

| 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 |

Two-to-One Dilution Emulsion Properties

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 $50^{\circ}F - 160^{\circ}F (10^{\circ}C - 70^{\circ}C)$ and the material shall be protected from freezing, or whenever outside temperature drops below $40^{\circ}F (4^{\circ}C)$ 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:

| 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 |

Polymer Properties

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.

| Dilution | Quantity of Emulsion | Quantity of Aggregate |
|----------|----------------------|-----------------------|
| Rate | gal/yd ² | lb/yd ² |
| 2:1 | 0.17 | 0.40 |

Application Rate

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 ratecontrolled 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-µm (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 |

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.

| | | Paint ¹ | | Glass Beads ² | |
|------|--------|------------------------|---------------------------|--------------------------|-----------------------------|
| Туре | Color | Fed Std. 595 Number | Application Rate (max) | Туре | Application Rate Minimum |
| II | White | 37925 | 115 ft2/gal | III | 10 lb/gal |
| II | Yellow | 33538 or 33655 | 115 ft2/gal | III | 10 lb/gal |
| II | Black | 37038 | 115 ft2/gal | III | No Beads |

Table 1. Marking Materials

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 contaminates 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:

| 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) |

Marking Dimensions and Spacing Tolerance

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 reading 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.

| Material | Retro-r | eflectance mc | d/m²/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 |

Minimum Retro-Reflectance Values

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 ($\pm 1/16$ 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 $\pm 1-1/2$ 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. Cleanup 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

END OF ITEM P-621

ADDENDUM NO. 1 July 25, 2024

| Runway 12-30 Surface Treatment |
|---|
| Wednesday July 31, 2024 at 3:30 PM (unchanged) |
| Ashley Helms, Deputy Director – Airports, Inyo County Public Works |
| |

Receipt of this addendum should be acknowledged by **inserting the number and the date of receipt on page BP-5** of the Bid Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the plans and specifications for the project and form a part of the contract to be executed for this work. It is requested that any contractors or subcontractors that may have been given plans or specifications for this project be advised of these contract revisions.

CHANGES TO CONTRACT DOCUMENTS:

- 1. General Changes
 - Bid Item 3: Crack fill and Seal has been removed.
 - Two (2) Appendices have been added.
 - Construction Safety and Phasing Plan.
 - FAA AC 150-5370-2G, Operational Safety on Airports During Construction.
 - Engineer/Resident Project Representative (RPR) field office is no longer required.

2. Technical Specifications/Project Manual

- Bid Schedule Revisions
 - Bid Item 3: Crack Fill and Seal has been removed.
 - Bid Item 9: The quantity of Pavement Markings: Two Coat Black was revised from 30,000.0 SF to now be 22,500.0 SF. The black boarder on the outer edge of the runway edge stripe is removed from the scope of work. The inner edge will still get a black boarder.

Bidder to remove and replace page BP-4 with the revised page included as an attachment to this addendum.

- o Award of Contract
 - Page TS-12, SECTION 30 AWARD AND EXECUTION OF CONTRACT
 - 30-02 Award of contract is revised: The award of a contract, if it is to be awarded, shall be made within 120 calendar days. The award of a contract, if it is to be awarded, shall be made within 60 calendar days.
 - Page TS-41, Technical Specification Item C-10T GENERAL REQUIREMENTS
 10T 2 During Schedule, Work Schedule and Time Limitations
 - 10T-2 Project Schedule, Work Schedule and Time Limitations.is revised: Within 120 days of bid opening. Within 60 days of bid opening.
- Engineer/RPR field office
 - Page TS-22, SECTION 60 CONTROL OF MATERIALS
 - 60-05 Engineer/ Resident Project Representative (RPR) field office is revised: A field office is required for this project. Contractor to refer to Item C-105 MOBILIZATION for requirements. Not required.
 - Page TS-55, Technical Specification Item C-105 MOBILIZATION

BISHOP AIRPORT – RUNWAY 12-30 SURFACE TREATMENT

- 105-4 Engineer/RPR field office is revised: The Contractor shall provide dedicated space for the use of the engineer... provide weekly cleaning including solid waste disposal. Not required.
- Badging and Airport Security

•

- Page TS-54, Technical Specification Add the following paragraph to Item C-104T AIRPORT SAFETY AND PHASING:
 - 104T-14 Badging and Airport Security:
 - A. Airport will issue badges to contractors. Each badge costs \$60.00.
 - B. Badge requires application and background check.
 - C. There is a manual to read and a quiz to take.
 - D. There will be driver and radio procedure training and review.
 - E. Badged workers can be escorts.
 - F. Escort in vehicle is limited to 2 additional vehicles or equipment in train.
- 3. <u>Appendices</u>
 - Construction Safety and Phasing Plan (33 pages) is included as an attachment to this Addendum. Bidder to insert the Construction Safety and Phasing Plan, in its entirety, into the specification book as Appendix A.
 - FAA AC 150-5370-2G, Operational Safety on Airports During Construction (96 pages) is included as an attachment to this Addendum. Bidder to insert the FAA AC 150-5370-2G, Operational Safety on Airports During Construction, in its entirety, into the specification book as Appendix B.

ANSWERS TO BIDDERS' QUESTIONS

years.

- 1. There is a discrepancy between the notice inviting bids and the specifications on when the contract is to be awarded. When shall the contract be awarded?
 - **Response:** Award of a contract, if it is to be awarded, shall be made within 60 calendar days of the date specified for publicly opening proposals.
- 2. Is there any lead anticipated to be within the pavement markings to be removed?Response: No lead anticipated within pavement markings. They were installed within the past 4
- 3. Is there a DBE goal?

Response: There is no stated DBE goal, but bidders are required to submit DBE participation and good faith effort forms.

- Regarding construction water, could you provide contact information for the water department?
 Response: Contact the City of Bishop Public Works Department (760) 873-8458.
- Regarding waste and disposal, could you provide contact information for the solid waste department?
 Response: Contact Inyo County Waste Management Department (760) 873-5577.

ATTACHMENTS:

- Revised page BP-4. Bidder to remove and replace this page in the contract book.
- Construction Safety and Phasing Plan (33 pages)
- FAA AC 150-5370-2G, Operational Safety on Airports During Construction (96 pages)

BISHOP AIRPORT – RUNWAY 12-30 SURFACE TREATMENT

| ITEM | ITEM | QUANT | UNITS | UNIT | ITEM |
|------|--|----------|-------|-------|-------|
| NO. | DESCRIPTION | ITY | | PRICE | 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 | 22,500.0 | SF | \$ | \$ |
| | TOTAL BID SCHEDULE | | | | \$ |

Runway 12-30 SURFACE TREATMENT PROJECT 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 <u>55 working days</u> 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.

Page BP-4

APPENDIX A CONSTRUCTION SAFETY AND PHASING PLAN



CONSTRUCTION SAFETY and

PHASING PLAN (CSPP)

For

RUNWAY 12-30 SURFACE TREATMENT AIP 3-06-0024-0xx-2024

Bishop Airport

County of Inyo Bishop, CA

June 2024

Prepared by:



P.O. Box 476 Pismo Beach, CA 93448 805-466-5660

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1. Introduction

Aviation safety is the primary consideration at airports, especially during construction. This Construction Safety and Phasing Plan (CSPP) serves as a companion document to the project plans and specifications for the <u>Runway 12-30 Surface Treatment</u> project, at Bishop Airport. The document has been prepared in compliance with FAA AC 150/5370-2G: Operational Safety on Airports During Construction, and with data and information taken from Bishop Airport's <u>Airport Layout Plan</u>.

Phasing developed for this project is intended to minimize the impact the project will have on airport operations while providing a logical sequence of construction activities. The emphasis is safety to airport users and the traveling public, but also to all contractor forces including material delivery personnel, as well as team support members including airport and FAA staff, the engineer, and all quality assurance technicians.

The goal is a high-quality construction improvement completed in a safe manner with minimal impacts to the traveling public. All team members share in responsibilities and obligations toward achieving this goal.

2. Baseline Airport Facility

A. Location

Bishop Airport is located in the unincorporated area of Inyo County, about a mile and half straight east of downtown Bishop, Inyo County, California. The airport occupies about 800 acres of real property, along the north side of East Line Road / Poleta Road east of US Highway 395, in the upper Owens River valley. Access to the airport is from Airport Road, off the north side of Poleta. The Sierra Nevada range is to the west and the White Mountains of the Inyo National Forest are to the east. At an elevation of 4,124 feet, the airport truly experiences all four seasons.

B. Airfield Facilities

Primary features of the airport include three runways, a network of parallel and connecting taxiways, a commercial terminal, on-airfield ARFF station with Index B response vehicles, several FBO's, aprons, and aircraft tie-down areas, aircraft storage hangars, self-serve and service aviation fuel, administration office and maintenance facility, and aviation-related business, all within a secured airport perimeter.

Runway 12-30 (7498' by 100') is the primary runway serving air carrier and large corporate jet operations. It includes non-precision markings and high intensity lighting. The runway is rated for 70,000-pound single-wheel, 110,000-pound double-wheel, and 200,000-pound double-tandem loading. Both ends of the runway are true, without any displacements and with declared distances.

Runway 17-35 (5600' by 100') is the secondary runway. Not available for air carrier operations, it includes non-precision markings and medium intensity edge lighting. The runway is rated at 100,000-pound, single-wheel, 140,000-pound double-wheel, and 240,000-pound double-tandem loading. There are no displaced thresholds on this runway.

Runway 8-26 (5,567' by 100') is the third runway, filling the gap for wind coverage in the 10.5 and 13 knot wind speed categories. It includes non-precision markings and medium intensity edge lighting. The runway is rated at 40,000-pound, single-wheel, 56,000-pound double-wheel, and 98,000-pound double-tandem loading. Similar to the other runways, this facility does not have any runway displacements.

C. Navigation Aids

The airport has a rotating beacon, primary wind cone with segmented circle, an Automated Surface Observing System (ASOS), pilot-controlled runway and taxiway edge lighting circuits, and Precision Approach Path Indicator's (PAPI's) serving all six (6) runway approaches. Runway End Identifier Lights (REIL's) are in service for Runways 12, 17, 30, and 35. A VOR/DME is situated center-field and the airport has an Automatic Dependent Surveillance – Broadcast (ADS-B) signal system. The airport has a localizer but does not have an Instrument Landing System (ILS) or any approach lighting systems.

D. Activity

The facility is open 24-hours a day with no operational restrictions. Within the last five years the airport has transitioned to a 49 CFR, Part 139 certificated facility. In addition to the commercial service, the airport draws a large general aviation group, with recreational flyers using Bishop as a hub for treks over the beautiful mountains surrounding the community. Corporate service includes the regional department of water and power, and several air-freight service providers.

3. Project Description

A. General Scope of the Work

- a. In general, the project is focused on the existing surface conditions of Runway 12-30. Major elements of the work include:
 - Crack fill and seal.
 - Groove the new asphalt pavement surface.
 - Apply an emulsified asphalt seal coat.
 - Apply new pavement markings.
- b. The scope of actual construction work includes:
 - 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% (runway centerline, taxiway lead-on lines).
 - Apply an emulsified asphalt seal coat to the runway, paved shoulder surfaces, 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, one-coat or two-coat as appropriate.
- c. The work is presented in a single Bid Schedule format, with no additive or deductive alternates.
- d. Plans included in the appendix detail the extent and location of all the work of this project.

B. Location

The work of this project occurs entirely within the paved surface of Runway 12-30, its paved shoulders, and short segments of the connecting taxiways:

- a. Within the Runway Object Free Area (ROFA) of Runway 12-30.
- b. Within the Runway Safety Area (RSA) of Runway 12-30.

C. Work to be Phased

The work of this project is to be competed in two distinct phases:

- a. Phase 1 work:
 - Crack fill and seal.
 - Obliterate select markings.
 - Runway grooving.
 - Apply emulsified asphalt seal coat.
 - Apply single coat of markings.
- b. Phase 2 work:
 - Apply second coat of markings.

D. Duration

The work is scheduled to extend for 55 working days, according to the following phase breakdown:

| Phase | Day Shift | Night Shift | Total |
|---------|-----------|-------------|-------|
| Phase 1 | 37 | 12 (max) | 49 |
| Phase 2 | 3 | 3 max) | 6 |
| Total | 40 | 15 (max) | 55 |

The work of this project will be scheduled to take advantage of the September 2 – December 14 period when commercial service is absent from daily operations.

Phase 1 will be scheduled in the September – October, 2024 time period. Runway 12-30 will be closed, 24-hours a day, for the duration of the phase. Phase 1 will include day closure period for Runway 8-26 and night closure periods for Runway 17-35, to facilitate the work within these intersections.

Phase 2 will be scheduled 25-30 calendar-days after Phase 1. Runway closures during Phase 2 will be for each work shift only. Phase 2 day shift will include the closure of Runway 12-30 and Runway 8-26. Phase 2 night shift will include the closure of Runway 12-30 and Runway 17-35. Unlike Phase 1, all runways must be open for weekends and holidays.

Contractor is to understand that a "runway closure" also refers to the taxiways that are closed to facilitate the runway closure. An open runway also means all taxiways to that runway are open.

A Notice to Proceed will be issued after approval of all material submittals has occurred and any longlead availability items have been ordered and received. Emulsified asphalt seal coat is sensitive to weather (precipitation and temperature), therefore the actual Notice to Proceed and scheduling each phase will occur with an eye on time of year. Contract time extensions will be granted for weather events.

4. Project Team

The professional effort is focused on the two general professional service divisions; design, and construction. For design, the team will serve the project in the Preliminary Engineering, Engineering Design, and Bidding Phases. For construction, the professional team will serve the Construction and Completion Phases.

A. Design Team Contacts

Table 1 identifies key team members that have been and continue to be instrumental in the successful progress of this project to-date. These individuals will remain in service to this project through the completion of the public bidding effort, at a minimum.

| Design Team Contacts | | | | | | |
|--------------------------------|--------------------------------|------------------------------------|---------------------------------|--|--|--|
| Table 1 | | | | | | |
| Organization | Point of Contact | Role | Contact Information | | | |
| Bishop Airport | Ashley Helms | Deputy Public Works | (760) 878-0200 | | | |
| | | Director - Airports | ahelms@inyocounty.us | | | |
| | Steve Loven | Airport Operations | (760) 872-2971 | | | |
| | | Supervisor | | | | |
| FAA – Airports District Office | Saba Khan | Program Manager | (424) 405-7274 | | | |
| | | | | | | |
| FAA – Facilities | Doug Podolsky | VOR/DME Specialist FAA Tech/Ops | (775) 423-2663 | | | |
| | | | Douglas.polosky@faa.gov | | | |
| | L3Harris Network Ops. | ADS-B | (888) 461-7277 | | | |
| | | FAA Tech/Ops | e-mail | | | |
| Tartaglia Engineering | John Smith | Project Manager | (805) 391-3665 | | | |
| | | | john@tartaglia-engineering.com | | | |
| | Jason Hargreaves Scott Kope | Specifications Design Manager | (805) 466-5660 | | | |
| | | | jason@tartaglia-engineering.com | | | |
| | | | (805) 466-5660 | | | |
| | | | scott@tartaglia-engineering.com | | | |

B. Construction Team Contacts

Table 2 identifies individuals that will join the team at the start of construction.

| Construction Team | | | | | | |
|-------------------------|-------------------------|------------------|---------------------|--|--|--|
| | Table 2 | | | | | |
| Organization | Role | Point of Contact | Contact Information | | | |
| General Contractor | Project Safety Manager | | Phone | | | |
| | | | e-mail | | | |
| | Project Superintendent | | Phone | | | |
| | | | e-mail | | | |
| | Project Manager | | Phone | | | |
| | | | e-mail | | | |
| | Quality Control Manager | | Phone | | | |
| | | | e-mail | | | |
| Subcontractor A | Project Manager | | Phone | | | |
| | | | e-mail | | | |
| | Foreman | | Phone | | | |
| Subcontractor B | Project Manager | | Phone | | | |
| | | | e-mail | | | |
| | Foreman | | Phone | | | |
| Professional Services | Construction Manager / | | Phone | | | |
| Construction Management | Administrator | | e-mail | | | |
| Construction Inspection | Field Engineering | | Phone | | | |
| RPR | | | e-mail | | | |
| | Inspector / RPR | Name | Phone | | | |
| | | | e-mail | | | |

C. Project Safety Manager

The General Contractor shall designate a Project Safety Manager. The Safety Manager shall be the single point of contact and single point of responsibility for airfield safety.

- a. Shall lead in preparation, submission, and implementation of the Contractor-prepared Safety Plan Compliance Document (SPCD). Implementation shall be by all general contractor representatives and also all sub-contractors and Third-Party Service Providers.
- b. Project Safety Manager shall be trained in all aspects of airport safety and security, including but not necessarily limited to the following:
 - General airfield operations and aircraft movements.
 - Airfield facilities designations: runway, taxiway, taxilane, apron, ramp, etc.
 - Pavement markings.
 - Airfield signage.
 - Runway and taxiway safety areas.
 - Airfield access.
 - Manual and automatic gate access protocol.
 - Pavement markings
 - Airfield signage
 - Radio communications:
 - Direct to aircraft (non-towered airport, or tower closed)
 - Direct to tower (tower open)
- c. Shall be available 24-hours a day to address airfield safety and security items and issues that may be attributed to the project and / or Contractor operations.
- d. Background check / badge:
 - If the airport maintains an authority protocol for airfield access (Part 139 commercial service), the Safety Manager shall proceed through the background check process and receive a badge.
 - As the Safety Manager, responsible for:
 - Establishing and maintaining a list of employees to receive badges.
 - Facilitate securing badges for all necessary individuals.
 - Monitoring all badge distribution.
 - Collecting and returning all issued badges to the Airport.
- e. Responsible for securing all written correspondences back from Sub-Contractors and Third-Party Providers regarding CSPP and SPCD compliance obligations.
- f. Shall participate in all Construction Progress Meetings.
 - Status of safety and security issues since the last meeting.
 - Provide updates and revisions to the CSPP and the SPCD.
- g. Can serve as radio monitor during those work periods when activity is occurring within the active AOA and monitoring the radio is required.
- h. Shall establish and train a back-up Safety Manager.

5. Emergency Response

| Emergency Response | | | | | |
|--|----------------------|-------------|-----------------------|--|--|
| | Table 3 | | | | |
| Organization | Role | Contact | Contact Information | | |
| Er | nergency Respon | se | | | |
| Northern Inyo Hospital, Bishop | Emergency Medical | N/A | 911 or (760) 873-5811 | | |
| Bishop Community Health Center | Urgent Care | N/A | (760) 784-7020 | | |
| Bishop Fire Department | Fire Protection | N/A | 911 or (760) 873-5485 | | |
| Bishop Police Department | Public Safety | N/A | 911 or (760) 873-5866 | | |
| Inyo County Sheriff | Public Safety | N/A | 911 or (760) 878-0383 | | |
| Inyo County Environmental Health | CUPA – ENVE Services | N/A | (760) 878-0238 | | |
| Inyo County Office of Emergency Services (OES) | Emergency Response | N/A | 911 or (760) 878-0120 | | |
| Utility | | | | | |
| No City of Bishop water or sewer at airport | Utilities | Ashly Helms | (760) 878-0200 | | |
| Water and Sewer – Airport owned | Airport Manager | Ashly Helms | (760) 878-0200 | | |
| Southern California Edison | Electrical Power | N/A | (800) 655-4555 | | |
| Frontier Communications | Land-line, Fiber | N/A | (855) 552-9691 | | |
| Hunt Propane | Propane | N/A | (760) 872-1433 | | |
| No other utilities on airfield | | N/A | TBD | | |

6. Coordination

Coordination and communication are key to project success. Coordination between the airport and the design team has been instrumental in facilitating progress on the project to the point of public bidding and award of construction contract. The need for effective coordination and communication is heightened as the work moves out to the field, and the need for an emphasis on public safety becomes more acute.

A. Pre-Construction Contractor Submissions

Prior to the start of construction, the General Contractor's Project Safety Manager shall prepare and provide the following as submittals for review and approval by the RPR.

- a. A Safety Plan Compliance Document (SPCD)
- b. An Access Control Plan
- c. A Work Zone Lighting Plan (projects that include night construction)
- d. Third-Party Provider Letters

Documents can be submitted individually or all together as part of the SPCD.

B. Construction Progress Meetings

Periodic construction progress meetings will be scheduled to help facilitate communication between the Contractor, the RPR, and the Airport. These meetings will be essential for distribution of information regarding phasing and scheduling, issues related to airfield safety and improvement constructability, etc. Minutes taken at each meeting will serve as the agenda for each subsequent meeting.

C. Scope or Schedule Changes

Scope or schedule changes, should they occur, will be well-documented and agreed upon in advance of implementation. The FAA Program Manager will be kept informed as potential changes begin to materialize. All implemented changes will be proceeded with preparation, distribution, and approval of contract Change Orders.

D. FAA ATO / Facilities Coordination

At Bishop Airport, the FAA owns and maintains the VOR/DME and the ADS-B. Typical coordination with FAA during construction includes:

- a. Remove and disposal, removal and replacement, or repair of FAA-facilities.
- b. Installation of new FAA facilities as part of the project, or as a stand-alone effort scheduled to occur simultaneously with the project.
- c. Controlling the operation of FAA facilities during facility shutdowns (turning off the navigation aids at the start of a runway closure shift and turning them back on at the end of the shift).

FAA Facilities will be kept informed as the project progresses into and through the Construction Phase. As the FAA-owned and maintained facilities at Bishop are independent of specific runway operations, there will be no direct coordination with FAA for their involvement in the actual progress of the work.

E. Lines of Communication

- a. Airport staff will serve and provide the following:
 - The Public Information Officer, disseminating information to the public and receiving concerns and communication from the public.
 - Communication with FAA Facilities, regarding construction progress and any potential issues through interaction with FAA facilities.
 - Communication with the engineer regarding concerns and issues, possible changes to the project; scheduling, construction, scope of work, etc.
 - Communication with the contractor when immediate direction is warranted.
- b. Engineer serving as Construction Manager / RPR will serve and provide the following:
 - Communication with the airport regarding progress, issues, challenges, and opportunities, and input on schedule including certification flight tests.
 - Communication with the contractor regarding safety including any safety violations, quality assurance, work progress, periodic pay requests, field engineering including technical input and plan and specification interpretation, compliance with employee compensation, subcontractor issues, etc.
 - Communication with the FAA Facilities regarding project schedule.
- c. Contractor will serve and provide the following, through communication to the engineer:
 - Schedule updates and other impacts to planned work progress.
 - All material submittals and plan submittals.
 - Look-ahead logic, seeking issues and challenges before they occur, providing questions and asking for input in a timely manner to facilitate uninterrupted progress.
 - All required documentation for quality control, materials placed including weight tickets, certified payroll statements including compensation to DBE's, etc.

F. Project Meetings and Representation

Construction Team members are invited and expected to attend and provide active input at the following project meetings:

- a. Pre-Construction Conference.
 - Identify / confirm the extent of award of contract.
 - Present detailed schedule.
 - Phasing and sequencing.

- Review airport safety including the CSPP. Emphasis on:
 - Runway closed not airport.
 - Runway and taxiway safety areas (imaginary areas centered on features).
 - Work window limitations.
 - Closing and re-opening procedures.
- Confirm all points of contact for various team members including back-ups (update Table 2).
- Project submittals.
- Airport tenant and user concerns and issues, FBO's, etc.
- Neighbor / community concerns.
- Construction activities and materials.
- Quality control / quality assurance.
- Project milestones.
- Labor requirements, civil rights requirements, DBE goals and documentation.
- Payroll records.
- Pay requests; periodic and final.
- Issuance of Notice to Proceed Day 1.
- Time for performance based on extent of contract award.
- b. Construction Progress Meetings.
 - Meetings will be weekly until otherwise informed.
 - The primary venue for open discussion regarding all issues.
 - Team member to provide representation capable of providing active input.
 - Subjects at Pre-Construction Conference serve as the basis.
 - Discuss and review Requests for Information (RFI's), RFI Responses, Requests for Proposals (RFP's), Proposal Responses, Change Orders,
 - Meetings to be evening before shift or early morning immediately after shift.
 - Engineer-prepared minutes become living document, serving as agenda for next meeting.
- c. Preliminary Final and Final Inspections.
 - Review progress to-date, including completed work and schedule.
 - Establish final pay quantities, substantiated by field measurement, material weight ticket, or other.
 - Status of all Contractor-provided closeout paperwork:
 - Marked up, as-built plans.
 - O&M Manuals.
 - Final certifications.
 - Permit closeout paperwork and confirmation.
 - All final certified payrolls, benefit statements, etc.
 - Documentation for final compensation to all DBE's including statement regarding compliance / achieving the goal.
 - Identify all compensation deductions:
 - Based on contractor performance, in accordance with technical specifications.
 - Deductions due to waste material.
 - Financial penalties for CSPP violations.
 - Receipt of all spare parts and elements and components to be salvaged to the Airport.

- Documentation of outstanding items and issues through generation of a Preliminary Punch List.
- Schedule for timely completion of all outstanding items, and for Final Inspection.

G. Coordination Procedures for Work Shift: Facility Closure and Re-Opening

- a. Closure Sequence Start of Shift:
 - RPR will confirm NOTAM for closure has been issued.
 - After the time for published closure has passed, RPR will announce the runway closure (and taxiway closure if not already closed) and turn off airfield lighting circuits: runway and taxiway.
 - Contractor to install closure crosses and taxiway closure delineation (if not already in-place), and go to work.
- b. Re-Open Sequence End of Shift:
 - Prior to the identified end of shift, contractor to vacate airfield pavements (men, equipment, materials, work area lights), clean airfield pavements including haul routes, and seek inspection of same.
 - RPR perform FOD inspection.
 - Contractor re-clean if necessary and assist in re-inspection.
 - RPR turn on airfield lighting circuits: runway and taxiway.
 - RPR perform one final inspection with lighting powered up and functioning.
 - Contractor remove runway closure crosses and taxiway closure delineation.
 - RPR announce runway (and taxiway if appropriate) open.
- c. The following is essential for successful Closure and Re-Opening Sequencing:
 - Contractor forces to remain on-site until FOD check and electrical inspection is complete.
 - Contractor limiting areas of disturbance and haul routes will help minimize end of shift inspections.
 - Scheduled or anticipated short-shifts need to be communicated to the team.
- d. Portions of the work area may be experiencing extended closures beyond the work period. This procedure to be modified accordingly. Re-opening a facility that has experienced an extended closure requires additional cleaning and inspection efforts.

7. Phasing and Sequencing, Accomplishment

A. Phasing and Sequencing

The project is to be phased in a total of two (2) phases with each phase including both Day Shift and Night Shift Operations. The work area of each phase is identical. Phasing for this project focuses more on "when" and not "where".

- Runway 12-30 can be closed 24 hours a day for an extended period of time, to support day and night work.
- Runway 8-26 can be closed for <u>day</u> shift work only. During these closure periods, the contractor will focus his work on the intersection of Runways 12-30 and 8-26, along with the Runway 30 threshold area: total maximum closure periods in Phase 1 and 2 10 shifts.
- Runway 17-35 can be closed for <u>night</u> shift work only. During these closure periods, the contractor will focus his work on the intersection of Runways 12-30 and 17-35, along with the Runway 12 threshold area: total maximum closure periods in Phase 1 and 2 10 shifts.

The general scope of work, and airfield impacts beyond each work shift for each phase are identified in Table 4 below.

| Work Phase Summary | | | | | | | |
|----------------------------|---|---|--|--|--|--|--|
| | Table 4 | | | | | | |
| Phase | Work Areas | Items of Work | Impacts Beyond Work Shift | | | | |
| 1 (DAY) 1 (NIGHT) | Rwy 12-30, including intersection with Rwy 8-26, remaining clear of intersection with Rwy 17-35. Connecting taxiways to Rwy 12-30 & Rwy 8-26. Rwy 12-30 including intersection with Rwy 17-35, remaining clear of intersection with Rwy 8-26. Connecting taxiways to Rwy 12-30 & Rwy 17-35. Rwy 17-35 & Rwy 8-26 cannot be closed | Crackfill & seal. Obliterate some markings 50%. Groove surface. Apply seal coat. Apply first coat markings. | Rwy 12-30 closed and connecting taxiways to this runway. | | | | |
| | concurrently. Open one before closing other. 25-30 calendar-day break for | cure All facilities open | | | | | |
| 2 (DAY) 2 | Rwy 12-30, including intersection with Rwy 8-26, remaining clear of intersection with Rwy 17-35. Connecting taxiways to Rwy 12-30 & Rwy 8-26. Rwy 12-30 including intersection with Rwy 17-35, remaining clear of intersection with Rwy 8-26. Connecting taxiways to Rwy 12-30 & Rwy 17-35. | Second coat of markings. | None. All runways & taxiways to be open after each shift. | | | | |
| (NIGHT) | Rwy 17-35 & Rwy 8-26 cannot be closed concurrently. Open one before closing other. | | | | | | |

B. Accomplishment

- a. Airport to remain open for the duration of the project. Closing the Runway during the construction work window does not mean the Airport if closed.
- b. At all times throughout the duration of this project, Runway 17-35 or Runway 8-26 will be open.
- c. All the work of this project falls within a Runway Object-Free Area (ROFA) of Runway 12-30, and the majority of this work falls within the Runway Safety Area (RSA) of this same runway. For this project, all work within the RSA requires runway closure.
- d. For Phase 1 DAY and NIGHT, Runway 12-30 will be closed 24 hours a day, seven days a week, from start to finish of the phase. In addition, Runway 8-26 will be periodically closed during the day to allow work within the Runway 12-30, Runway 8-26 intersection. Runway 17-35 will be periodically closed during the night to allow work within the Runway 12-30, Runway 17-35 intersection. Runway 17-35 to remain open during all day shift operations and Runway 8-26 to remain open during all night shift operations.
- e. For Phase 2 DAY and NIGHT, runways will be closed for each shift and re-opened at the end of each shift. During day shift, Runway 12-30 will be closed. In addition, Runway 8-26 will be periodically closed to facilitate the work within the intersection of these two runways. During night shift work, Runway 12-30 will be closed. In addition, Runway 17-35 will be periodically closed to facilitate the work within the intersection of these two runways.
- f. Individual night closure periods: Sunday night through Friday morning, 2100 0600, local time. Time constraint also applies to closed taxiways outside the work area limits.
- g. No weekend or holiday construction allowed.
- h. Runway 17-35 and Runway 8-26 are to be re-opened at the end of each closure shift, day or night as appropriate, in a safe, compliant condition, in addition to the taxiways that were closed in support of runway closure.

- i. Closure delineation falls within two categories:
 - Delineation installed at the start of Phase 1, maintained in-place 24 hours a day, 7 days a week, for the duration of the phase, removed when the work of the phase is complete.
 - Delineation installed at the start of the work shift (DAY or NIGHT), maintained for the duration of the work shift, and removed before the end of the work shift.
- j. Runway closure includes the installation, maintenance, and removal of runway closure crosses, lighted or non-lighted, along with taxiway closure delineation at all connecting taxiways.
- k. Airport Staff to issue Notice to Airman (NOTAM) in advance of each phase or each change in work period / closure, detailing the status of airfield facilities and duration of each runway closure period.
- I. Contractor to freshen up diesel-powered closure crosses and runway and taxiway closed delineation every week, with battery replacement at intervals not to exceed 2-weeks.
- m. At the end of each shift, pavements shall be cleaned and accepted by the RPR before opening.
- n. No impacts to airport perimeter security / fencing.

C. Construction Safety Drawings

The Project Layout Plans / Phasing Plans of the construction plan set provide clear indication of the individual work areas of each phase including:

- Extent of areas of work.
- Contractor point of access to the airfield.
- Contractor yards.
- Haul routes / paths of travel for materials and equipment.
- Borrow / disposal area (N/A).
- Airfield closure delineation (low-profile lighted delineators).
- Runway closure delineation (lighted runway closure crosses).

They are included as an appendix to this CSPP.

8. Areas and Operations Affected by the Construction Activity

A. Areas Affected by Construction Activity

Work areas and corresponding active / open airfield features are depicted on three individual Closure Plans, included in the Appendix of this CSPP.

<u>Closure Plan 1:</u> Intended to facilitate contractor efforts on the majority of Runway 12-30 with minimal impact airfield operations. This closure configuration can extend for a prolonged period of time, 24 hours a day, including weekends and holidays.

<u>Closure Plan 2</u>: Expands the work area of Runway 12-30 to include the intersection with Runway 8-26, along with work on Runway 12-30 at the threshold end of Runway 30. Runway 8-26 is closed.

<u>Closure Plan 3:</u> Expands the work area of Runway 12-30 to include the intersection with Runway 17-35, along with the work on Runway 12-30 at the threshold end of Runway 12. Runway 17-35 is closed.

Table 4.1 and Table 4.2 summarizes the anticipated areas affected during the course of the project, either during work window, or during the duration of the Phase:

| Areas Affected During Shift | | | | | |
|---|--------------------------------------|---------------------------------|--------------------------------------|--|--|
| Table 4.1 | | | | | |
| Closure Plan 1 Closure Plan 2 Closure P | | | | | |
| Runways Closed | Runway 12-30 | Runway's 12-30 & 8-26 | Runway's 12-30 & 17-35 | | |
| Runways Open | Runway's 17-35 & 8-26 | Runway 17-35 | Runway 8-26 | | |
| Shift | Day or Night | Day Shift Only | Night Shift Only | | |
| Airfield Entity | | Status | | | |
| Runway 12-30 | Closed | Closed | Closed | | |
| Runway 17-35** | Open | Open | Closed | | |
| Runway 8-26** | Open | Closed | Open | | |
| Taxiway A (parallel): | Open | Open to serve Rwy 17-35 & apron | Open to serve Rwy 8-26 & apron | | |
| Taxiway A2, F, A3 | Closed | Closed | Closed | | |
| Taxiway A1 | Open | Closed | Open | | |
| Taxiway A4 | Open | Open | Closed | | |
| Taxiway B: | Open | Open | Open | | |
| Taxiway C: | Closed between Rwy 8-26 and Twy A | Closed | Closed between Rwy 8-26 and Twy A | | |
| Taxiway D: | Open | Open | Closed | | |
| Taxiway E: | Open | Closed | Open | | |
| Taxiway H (north): | Closed at Rwy 12 | Closed at Rwy 12 | Closed at Rwy 12 | | |
| Taxiway H (south): | Open | Open | Closed | | |
| Taxiway J: | Open | Open | Closed | | |
| Terminal, Hangar, Fuel Access | Open | Open | Open | | |

| Areas Affected <u>Beyond</u> Shift | | | | | | |
|---|--------------------------------------|--------------------------------------|--------------------------------------|--|--|--|
| Table 4.2 | | | | | | |
| Closure Plan 1 Closure Plan 2 Closure Pla | | | | | | |
| Runways Closed | Runway 12-30 | Runway's 12-30 & 8-26 | Runway's 12-30 & 17-35 | | | |
| Runways Open | Runway's 17-35 & 8-26 | Runway 17-35 | Runway 8-26 | | | |
| Shift | Day or Night | Day Shift Only | Night Shift Only | | | |
| Airfield Entity | | Status | | | | |
| Runway 12-30 | Closed | Closed | Closed | | | |
| Runway 17-35** | Open | Open | Open | | | |
| Runway 8-26** | Open | Open | Open | | | |
| Taxiway A (parallel): | Open | Open | Open | | | |
| Taxiway A2, F, A3 | Closed | Closed | Closed | | | |
| Taxiway A1 | Open | Open | Open | | | |
| Taxiway A4 | Open | Open | Open | | | |
| Taxiway B: | Open | Open | Open | | | |
| Taxiway C: | Closed between Rwy 8-26 and Twy A | Closed between Rwy 8-26 and Twy A | Closed between Rwy 8-26 and Twy A | | | |
| Taxiway D: | Open | Open | Open | | | |
| Taxiway E: | Open | Open | Open | | | |
| Taxiway H (north): | Closed at Rwy 12 | Closed at Rwy 12 | Closed at Rwy 12 | | | |
| Taxiway H (south): | Open | Open | Open | | | |
| Taxiway J: | Open | Open | Open | | | |
| Terminal, Hangar, Fuel Access | Open | Open | Open | | | |

| Airfield Safety Areas | | | | | |
|---|--------------|---------------------------------|---------------------|--|--|
| | Т | able 5 | | | |
| Design Standards – General | Entity | Parameter | Dimension | | |
| Design Aircraft: B-II | Runway 12-30 | Runway Object Free Area (ROFA) | 800 feet – centered | | |
| | | Runway Safety Area (RSA) | 500 feet – centered | | |
| Example Aircraft: Lockheed P-3 Orion | | | | | |
| | Runway 17-35 | Runway Object Free Area (ROFA) | 500 feet – centered | | |
| | | Runway Safety Area (RSA) | 150 feet – centered | | |
| | | | | | |
| | Runway 8-26 | Runway Object Free Area (ROFA) | 500 feet – centered | | |
| | | Runway Safety Area (RSA) | 150 feet – centered | | |
| Bishop ALP: 12/1/2020 | | | | | |
| ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | Taxiways | Taxiway Object Free Area (TOFA) | 186 feet – centered | | |
| | | Taxiway Safety Area (TSA) | 118 feet – centered | | |

B. Operations Affected by Construction Activity

The airport will remain open at all times. The Contractor will shift closure configurations based on his schedule and operations. Runway and taxiway closed or opened status will be presented weekly on the project bulletin board and will be documented through NOTAM.

Runway 12-30 will experience a sustained closure, extending beyond individual work shifts. Runways 8-26 and 17-35 will experience periodic closures, day or night periods respectively.

Numerous taxiways will be closed in support of runway closures. Aircraft circulation around the airport will be restricted due to contractor construction operations and contractor haul / access routes.

All facilities will be open for full use during a 25-30 calendar-day contract suspension period between Phases 1 and 2.

9. Protection of Navigation Aids (NAVAIDs)

The Contractors attention is directed to the project plans that identify the following Navigation Aids:

- Standard elevated runway and taxiway edge lights and guidance signs throughout the work area.
- Precision Approach Path Indicators (PAPI's).
- Runway End Identifier Lights (REIL's).
- Wind cone(s).
- Automated Surface Observation System (ASOS).

Protection of all NAVAID's, that are not intended to be removed, is essential to the success of the project. The Contractor shall notify the RPR immediately should facilities be impacted or damaged during the course of the work. There are no NAVAID's designated for removal on this project.

10. Contractor Access

Contractor access to and from the airport shall in accordance with the provisions cited in this Construction Safety and Phasing Plan (CSPP), the project plans and specifications, and the contents of FAA Circular AC150/5370-2G, included in its entirety within the construction contract specification book. In the field, contractor access shall be through one automatic and one manual gate, designated on the Project Layout Plan.

- A. Airport Security Requirements
 - a. All contractor forces shall wear / employ OSHA-standard Personal Protective Equipment (PPE), appropriate for their individual tasks and for the environmental condition anticipated for this project (dark), including safety wear and high-visibility outerwear.
 - b. All gates shall be unlocked and locked with each passage. No piggy-backing allowed, unless by escort.
 - c. All vehicles inside the fence shall be equipped with flashing beacons and/or orange checked flags at all times.
 - d. Personal vehicles not allowed within the AOA.
 - e. In the event of material delivery inside the fence, Contractor shall designate an escort to accompany delivery vehicles to / from the gate and work site at all times.
- B. Vehicle Safety Requirements
 - a. All vehicles will be equipped with either standard FAA orange and white checkered flags (day only) or amber rotating beacons (day or night), to be installed at the highest point on the equipment.
 - b. The company name or logo shall be displayed on both sides of the vehicles. Vehicle marking requirements are shown in the project specifications.
 - c. Employee parking shall be as designated by the Project Manager, outside the AOA. All private vehicles shall be parked outside the AOA.
 - d. Access to the job site shall be via specified Haul Routes as shown on the plans designated by the engineer and approved by the Project Engineer.
- C. Access and Driving on the Airport
 - a. Contractor shall attend and participate in safety training / workshops organized and presented by the Airport in advance of driving within the AOA. Material delivery or occasional drivers need not receive training provided they have a trained escort while on airport property.
 - b. All vehicles and persons shall enter and exit the AOA (Airport Operations Area) through designated gates only.
 - c. Maximum vehicle speed shall be 15 MPH while on airport property.
 - d. No deviation from designated vehicle haul routes shall be allowed, unless previously approved by the Airport Project Manager. While in the AOA, all vehicles and persons shall remain within designated areas.
 - e. No vehicle shall be parked on or operated across any aircraft apron or transient aircraft tiedown row, whether they are vacant or occupied.
- D. Airfield Incursions
 - a. An airfield incursion is an unauthorized entry into controlled space within the AOA. An incursion can be on foot or in a vehicle.

- b. Unauthorized movement or entry into any Runway Object Free Area or Taxiway Object Free Area of a runway or taxiway that is open without adequate and proper announcement of your intent and confirmation of a safe condition, is considered an incursion.
- c. There are four (4) categories of incursion, based on the level of risk or exposure, from most to least significant:
 - Category A: A serious incident in which a collision was narrowly avoided.
 - Category B: An incident in which separation decreases and there is a significant potential for collision, which may result in a time critical corrective / evasive response to avoid a collision.
 - Category C: An incident characterized by ample time and/or distance to avoid a collision.
 - Category D: An incident that meets the definition of airfield incursion such as incorrect presence of a single vehicle / person / aircraft on the protected area of a surface designated for the landing, take off, or taxiing of aircraft but with no immediate safety consequences.
- E. Fencing and Gates
 - a. Throughout the duration of the project, security of the airport provided by the perimeter fence and access gates shall remain equal to or greater than pre-project condition. The integrity of the perimeter fence shall remain intact during construction. The work of this project does not modify the perimeter fence in any way.
 - b. Manual access gates normally closed will remain closed. After entering or exiting the airport through an automatic gate, the Contractor shall remain in proximity until the gate is fully closed, prohibiting airport access to any other individual.
 - c. After entering the airport through a manual gate, the Contractor must lock himself in. All manual gates shall be locked after leaving the airport as well. The gate shall be locked during all sentry breaks such as lunch.
 - d. Gate sentries are required at both manual and automatic gates during material import / export operations. Gate sentries shall be prepared to deny access to any unauthorized individuals. Sentries shall be on a rotational / break schedule, to allow for personal relief. Manual gates to be closed and locked and automatic gates to be placed back into automatic mode, when sentries are on break, lunch, or during any other sentry service interruption.
- F. Contractor Access and Haul Route Provisions
 - a. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers while on airport property.
 - b. The Contractor's men and equipment shall be limited to the Construction areas shown on the project plans and in the specifications. Contractor agrees to implement such security measures as are necessary to assure compliance with Federal Aviation Administration, State and local airport regulations. The Contractor shall be responsible for clearly delineating the limits of his operation. Delineation shall be installed in accordance with the typical delineation details shown on the plans. Delineation left overnight, if allowed, shall be clearly and adequately lighted. Batteries shall be replaced every two weeks at a minimum or more frequently as needed.
 - c. Haul routes shown shall be used to bring in material or remove material at the worksite. Absolutely no deviations from designated routes will be allowed without prior written authorization of Airport Staff or the Project Engineer.

- d. The Contractor's attention is directed to the plans, which show the fence, access gate, haul routes and areas available for the storage of materials and equipment as required. The restriction and control of persons and vehicles allowed on the Airport is of prime importance. Therefore, the Contractor will be responsible for the persons and vehicles coming through the access gates during the time that he/she has it in his/her control. When the gates are unlocked, he/she shall have them in the "closed" position and guarded by a person on his/her staff who will allow only those persons known to him to be a part of the construction team. Additionally, only vehicles properly flagged or equipped with a rotating beacon will be allowed. At all times when the gates are not guarded by a person, they will be kept closed and locked.
- e. It shall be the Contractor's responsibility to inform any and all delivery personnel of these requirements.
- f. To avoid confusion with aircraft during the construction and to avoid damage to the existing pavement and to the adjacent property, the Contractor's equipment shall be restricted to haul routes shown on the plans and in this document. The routes will be open to the Contractor depending on work area actively under construction. A portion of the proposed routes are coincident with or across existing ramps or taxiways. It shall be the responsibility of the Contractor to provide adequate safeguards, including flagmen, so that the operation of the Airport will not be hindered.
- g. All equipment storage areas shall be delineated as called out in the project specifications.
- h. At the end of each work day, the active haul route shall be swept and cleared of any debris.
- i. At the completion of work, all haul routes in paved or unpaved areas shall be restored to the conditions existing prior to the start of the work.
- G. Radio Communications
 - a. Radio communications described in this section pertain to communication on radio frequencies employed by / at the airport for the purposes of informing and controlling the flying public regarding aircraft operations and airfield activities that could include maintenance and construction activities.
 - b. Air-band radio communication is not for contractor-contractor communication, or contractorengineer communication.
 - c. There is no Air Traffic Control Tower (ATCT) at Bishop Airport.
 - d. All air-band radio communication shall be between the contractor and individual aircraft pilots, on radio frequency 123.0. (Bishop)
 - e. Radio communications are required:
 - To broadcast contractor intent for the movement of men and equipment into or through active airport operations areas.
 - To hear, learn, comprehend, and disseminate to others on the crew, information regarding active or near-term aircraft movements that can adversely impact contractor operations or pending contractor operations.
 - To identify airfield conditions to pilots that will impact identified pilot intent.
 - f. Airband radio frequencies can be busy. Respectful radio protocol is essential. Prior to initiating radio communications, the Contractors Radio Monitor shall listen for active communication, and delay initiating communication until confident all previous communications are complete.
 - g. The Contractor shall have a designated, authorized, radio monitor on site the entire time work crews are present within the AOA. The monitor shall have in his possession a working air-band

radio tuned to the appropriate frequency, shall be in a physical position capable of hearing radio broadcasts (away from background noise), and shall be capable of initiating or responding to radio communications that are essential to the safety of the flying public and contractor forces.

- h. Radio communication is essential for entering or crossing active airfield operations areas. The Contractor's radio monitor shall be capable of providing clear and concise direction regarding intent, and / or shall be capable of complete understanding of the location and intent of aircraft maneuvering on the airport.
- i. Radio Monitor shall use cell phone, CB-radio, or other means to communicate by and between contractor forces including material delivery trucks, and not the airband radio.

H. Aircraft and Pedestrian Operations

Throughout the construction project, the following safety and operational practices shall be observed:

- a. Airport runways and taxiways should remain in use by aircraft to the maximum extent possible.
- b. Aircraft shall *always* have the right of way.
- c. Aircraft use of areas near the contractor's work shall be controlled to minimize disturbance to the contractor's operation.
- d. Contractor, subcontractor, and supplier employees are restricted from entering the airport area inside the fence except through the designated gates and along the routes shown on the Project Layout Plan.
- e. Construction within the safety area of an active runway, taxiway, or apron and performed under normal operational conditions must be accomplished when the runway, taxiway, or apron is closed or use-restricted and initiated only with prior permission from the Airport Project Manager or Inspector.
- f. Airport Project Manager, Engineer, RPR (Inspector), or other designated airport representative may order the contractor to suspend operations; move personnel, equipment, and materials to a safe location at any time the situation requires it.
- I. Specific Safety Requirements
 - a. Aircraft, emergency vehicles, maintenance vehicles, operational vehicles and enplaning and deplaning passengers have right of way over all traffic. This includes passengers for general aviation aircraft as well as fire-fighting and emergency response aircraft.
 - b. No vehicles shall be left unattended within the AOA.
 - c. No spilling or littering of any substance onto any paved surface. Vehicle operators shall make sure that no loose object falls onto a paved surface or is allowed to become dispersed or scattered by either the wind or propeller or jet blast.
 - d. All hazardous conditions necessitated by construction or maintenance activities (trenches, excavations, stockpiles) shall be marked so as to render them readily visible, day and night.
 - e. Pollution by any substance, under any form, shall be properly controlled by means and methods acceptable to Airport Project Manager or RPR (Inspector).
 - f. No metal track vehicle shall be operated on any paved surface, unless prior approval has been secured from the Airport Project Manager or RPR (Inspector).
 - g. All accidents, incidents involving bodily injury or property damages, regardless of severity or property ownership, which occur on the airport, shall be immediately reported to the Airport Project Manager or RPR (Inspector).

11. Wildlife Management

Throughout the duration of the project, Contractor and all subcontractors shall concern themselves with activities and site conditions that could, inadvertently, attract wildlife. To avoid such conditions, team members shall:

- Monitor construction water applications such that free water cannot stand for more than 30 hours.
- Monitor storm water such that free water cannot stand for more than 48 hours after the conclusion of a rain event.
- Implement pumps and other de-watering devices and techniques as necessary to eliminate standing water and the sheen associated with a wet surface.
- Maintain an effective solid waste program that keeps site trash including food waste to a minimum. Containers shall be conveniently placed, shall be securely closed or otherwise inaccessible to wildlife, and shall be serviced at a frequency that preserves their functionality.
- All airport access points shall be kept securely closed when not in use to prevent wildlife access to the airport through an open gate.
- Contractor shall maintain vegetation including grass to an acceptable level / condition within all contractor yards and material storage areas, to reduce wildlife attraction. Projects of long duration may demand a shift or temporary relocation of material stockpiles to facilitate vegetation control.
- Gates shall be kept shut when not in use to prevent domestic and wildlife access to the airport.
- Contractor wildlife management responsibilities including monitoring and addressing standing water extend over weekends, holidays, and extended non-work periods.
- The Contractor shall contact Airport Operations immediately in the event of a wildlife encounter, or at the time of recognition or identification of a condition that could be deemed an attraction to wildlife.

12. Foreign Object Debris (FOD) Management

It is the responsibility of the Contractor to maintain a clean project site free from FOD or the threat of FOD. The project site includes actual work areas, but also includes all haul routes, staging areas, all locations where delineation is placed, and any other airfield area occupied or affected by contractor operations.

FOD management also includes inspection of all vehicles before entering the AOA, looking for and addressing rock, loose construction materials, hand tools, hardware, etc., not stored securely within holding compartments (tool boxes, truck beds, etc.). In addition, vehicles shall be re-inspected when leaving the work area, heading out of the airport.

The Contractor and its employees will be held responsible for maintaining the project area and keeping it free from FOD whether it is generated from the project site or other airfield areas. This obligation also applies to all material suppliers, equipment delivery and equipment servicing staff, quality control and quality assurance staff, etc. Everyone inside the AOA is responsible for the removal of FOD regardless of its origin. All parties associated and affiliated with this project are included in this obligation.

The Contractor is encouraged to limit his path of travel to narrow lanes, following the routes identified on the plans. in so doing, he narrows his area of focus when performing all cleaning and inspecting activities as the work shift comes to a close.

The Contractor shall use water, brooms, blowers, sweepers (no metal bristles), vacuum trucks, or any other industry-standard, effective means to clean airfield pavements within the project site prior to opening closed areas to air traffic. Airport Staff will have the final word on the acceptance of cleaned project areas for aircraft operations. The Contractor shall allow ample time for inspection of cleaned areas and re-cleaning if necessary, in advance of the end of any closure period.

13. Hazardous Materials (HAZMAT) Management

Hazardous Material Management applies to any material that is considered hazardous by the USEPA, either in character, quantity, condition, or any combination thereof. Hazardous materials can include construction materials, fuels, lubricants, coolants, binders, and coatings, but also can include waste products and blended products. The Contractor shall:

- Prepare, submit, and gain approval of a Hazardous Materials Management Plan (HMMP). The plan shall outline all anticipated hazardous materials to be used, employed, encountered, or generated by and at the necessity of this project, and shall include a complete library of Material Safety Data Sheets (MSDS). The document shall identify the Contractors Hazardous Materials Manager with 24-hour contact information. In addition, the plan shall address fuel and other material deliveries, material storage, and use. Lastly, the plan shall address spill prevention and control for all anticipated activities.
- Perform all maintenance, serving, and refueling of vehicles and equipment within the designated contractor yard(s).
- Keep all materials in original containers, labeled, to the extent possible, until use.
- Provide adequate and appropriate labeling of all waste product containers.
 - Report any hazardous materials spills or related hazardous materials incidences to the following:
 - Call 911 immediately, for local emergency response.
 - Call Airport Operations.
 - Call 1-800-424-8802, the Environmental Protection Agency's (EPA), National Response Center.
 - Identify the caller, location, nearest point of access into airport (gate number), nature of the spill, current site condition, and specific hazardous substance and quantity if known, and how the spill or incident occurred.
 - For spills and incidences of potential significant impacts to the environment, identify date and time of spill, location of threatened waterway.
- Contractor's employees shall not attempt to clean the spill until it has been evaluated by the local emergency response agency. Only those employees with a Hazardous Material Certification shall be involved in the cleanup and then only under the direction of the local emergency response agency.

14. Notification of Construction Activity

A. The project contact list (Construction Team) will be made current at the conclusion of the Pre-Construction Conference when all key team players have been identified. The contact list will be reviewed periodically at weekly construction progress meetings and updated as necessary throughout the duration of the project.

- B. The Notice to Airman (NOTAM) system will be employed to provide project information including closure periods, out of service items, and scheduling updates, etc. The Airport Project Manager will provide active NOTAM management, uploading, and distribution of these to team members. NOTAM's must be issued and in-place before any airfield closures (and work) can occur. The Airport requires a minimum of 72 hours advance notice to publish a NOTAM. In the event a work period is canceled, the Airport can cancel a NOTAM immediately.
- C. Local emergency responders including fire protection and law enforcement will be invited to attend the Pre-Construction Conference, to gain full knowledge of the extent and duration of the project. The Project Engineer will reach back out to these entities quarterly to remind them of the ongoing project, and to update any key members on the Construction team contact list.
- D. Emergency Landing Procedures

The most frequent event that can challenge airport work sites when runways are closed is the unplanned need for landing an aircraft. In the event the contractor's radio monitor is contacted by an aircraft requesting to land during construction hours, the contractor's radio monitor must engage the identifying aircraft and describe conditions on the ground at the airport (i.e. Runway 12-30 closed for construction). He/she shall first confirm if an alternate runway is available and acceptable. If no, then encourage the pilot to go elsewhere stating that "requested runway is closed" and identifying the closest airports:

- KMMH Mammoth Yosemite Airport (27 nm NW)
- O32 Reedley Municipal Airport (67 nm SW)
- KHTH Hawthorne Industrial Airport (71 nm N)
- KTPH Tonopah Airport (73 nm NE)
- KFAT Fresno Yosemite International Airport (74 nm SW)

Should the pilot insist on landing, the radio monitor shall ask the following questions:

- "Are you declaring an emergency?"
- "What is the nature of your emergency?"
- "How much runway do you need?"
- Followed by, "We will attempt to accommodate" and advising the pilot of any drop offs, loose debris, open trenches or other possible hazards.

The contractor shall temporarily cease construction activities and clear the runway as quickly as possible. Time permitting, he shall turn on runway lights, following up to the aircraft specific characteristics about conditions on the ground and instructions for a preferred operation (ie: "first 2500 feet clear", "land early", "last 3,000 feet occupied with equipment", "equipment off right shoulder", etc. In all cases, radio monitor to conclude each radio transmission to the pilot with **"Pilot Discretion"**.

15. Inspection Requirements

The project RPR (Inspector) will be on-site full time, during all construction activities. Airport personnel will make periodic site visits to the project during construction to provide oversight and ensure the CSPP is being followed. The Project Engineer is responsible for ensuring the project is constructed in

conformance with the contract, plans, and specifications. Should any deviations from the plans and specifications be observed, the Contractor will be required to immediately correct the deviations as instructed by the Engineer and/or Airport. Final acceptance of constructed improvements will be determined in accordance with the contract documents.

The Contractor shall identify a Construction Safety Officer in its Safety Plan Compliance Document (SPCD) as well as a single point of contact for each subcontractor involved on the project. These contacts will be incorporated into Table 2, Construction Team, in order to provide a comprehensive list of project contacts. The Contractor shall also outline in the SPCD its safety policy and internal inspection requirements to ensure airfield safety compliance.

During the re-opening of temporarily closed airfield pavements and facilities, Airport Personnel will have the final word on the acceptance of cleaned construction areas for aircraft operations. Refer to Section 7 for additional guidance on cleaning procedures prior to opening pavement.

Airport Personnel, Project Engineer, and Project RPR (Inspector) are not responsible for any escort, gate guard, placement of runway closure crosses and delineation, or other Contractor-required safety and security measures, duties, and responsibilities.

16. Underground Utilities

The design team performed research into available records and as-built plans. All known underground utilities within the project footprint have been included / identified on the project plans and are shown to the best of our knowledge and ability. Facilities within the area of work are limited to Airport-Owned electrical infrastructure (conduits, conductors, junction boxes, edge lights, and guidance signs). FAA-Owned infrastructure are beyond the scope and physical limits of the work.

The contractor is required to investigate the site and become familiar with existing facilities. Such investigation includes pot-holing as necessary to confirm horizontal and vertical locations, especially at locations of potential conflict with designed underground facilities (electrical or storm drain).

17. Penalties

Table 6 identifies various CSPP and contract violations and associated consequences. Penalties apply to all team members on the field; Engineer, Inspector and Quality Assurance technicians included.

| Penalties for Noncompliance | | | | | |
|--|---|--|--|--|--|
| | Table 6 | | | | |
| Violation | Consequence | | | | |
| Exceed work-day allocation for construction: Overall contract | \$1,000.00 per calendar day | | | | |
| Exceed work-day allocation for construction: Individual phases | None | | | | |
| Failure to facilitate and accomplish runway opening at end of shift (and associated taxiways): | \$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). | | | | |
| Access gate violation: Unattended gate, vehicle depart before fully closed, unauthorized third-party access. Manual gate left open, unlocked, or unattended | \$2,000.00 per event | | | | |
| General airport perimeter security violation | \$2,000.00 per event or per 24-hour period, as appropriate | | | | |

| Badge / escort violation: | 1 st occurrence: \$500.00 fine & written warning | | | | | |
|--|--|--|--|--|--|--|
| employees not under direct control of escort | 2 nd occurrence: \$1,000.00 fine & permanent removal from project | | | | | |
| Category A & B airfield incursion | Construction Stand Down. All contractor (general and all sub's) activities stop immediately for the balance of the shift and the complete next shift. Time extension <u>not</u> granted for Stand Down. Mandatory Safety Meeting to review incident, CSPP and SPCD. Formulate plan to address issues. Revise SPCD. | | | | | |
| Category A & B airfield incursion | 1 st occurrence: \$10,000.00 fine & permanent removal from project | | | | | |
| | 2 nd occurrence: \$20,000.00 fine, permanent removal from project of the offender and supervisor | | | | | |
| Category C & D airfield incursion | 1 st occurrence: \$2,000.00 fine & written warning | | | | | |
| | 2 nd occurrence: \$5,000.00 fine & permanent removal from project | | | | | |
| Abnormal behavior deemed a risk to public safety | Permanent removal from project | | | | | |
| General Safety Plan Violation | 1 st occurrence: \$500.00 fine & written warning | | | | | |
| • | 2 nd occurrence: \$1,000.00 fine & permanent removal from project | | | | | |

The determination of "General Safety Plan Violation" is 100% at the discretion of the RPR. Financial penalties or safety violation fees and assessments from third-party entities (TSA, etc.) to the airport that are directly related to contractor team action and/or performance will be passed dollar for dollar to the General Contractor. Financial penalties to be deducted from periodic pay requests when and if they occur, as appropriate.

18. Special Conditions

Airport operations take precedence over all work, especially if a question of safety is involved. Special conditions such as low visibility, aircraft in distress, aircraft accident, security breach, or work being completed by others may require the rescheduling of Project Work to accomplish and preserve air safety. Full compensation for all costs involved in rescheduling and moving from one work area to another, including work stoppage caused by airport operations shall be considered as included in the contract prices paid for contract items of work and not additional compensation.

19. Runway and Taxiway Visual Aids

- Contractor to employ temporary jumpers as necessary to preserve and restore airfield lighting circuits including runway and taxiway edge lighting at the end of each shift. If above ground, jumpers shall be in PVC conduit, secured to the ground.
- All runway edge lighting circuits to be functioning at the end of each shift. Within individual work areas where the scope of the effort requires temporary removal of runway edge light, Contractor to fabricate a temporary light base and anchorage, and reinstall each runway edge light in this temporary configuration at the end of each shift.
- All taxiway edge lighting circuits to be functioning at the end of each shift. Within individual work areas where the scope of the effort requires temporary removal of taxiway edge light, Contractor to fabricate a temporary light base and anchorage, and reinstall every other taxiway edge light, at a minimum, in this temporary configuration at the end of each shift.

20. Marking and Signs for Access Routes

Contractor forces to recognize and acknowledge the airport will remain open during construction. Where access routes are on airfield pavements (runways, taxiways, aprons), Contractor to install low-profile barricades and / or delineators at periodic intervals along both sides of haul routes, from and between

point of access (gate), yard, and work area. Emphasis shall be at all changes of direction where confusion regarding direction may exist. Delineators shall be installed at the start of each shift, maintained for the duration of each shift, and removed at the conclusion of each work period.

Delineators will be used as a means of traffic control, providing direction to contractor forces including material delivery vehicles, but also as an indication to pilots regarding active work areas and haul routes. At some closure locations, safety may be enhanced through the installation of two sets of closure delineators; one for aircraft that will help prevent aircraft from entering a taxiway that is closed at the other end, and one for contractor forces that will help prevent trucks and equipment from moving beyond the limits of the work or haul routes.

Delineators are not required along those portions of access routes that are on airport perimeter roads outside active airport pavement areas. Contractor shall, however, install delineation at locations where these routes enter airfield pavements and their respective object free areas. Signs shall also be installed and maintained at these locations stating "Entering Active Airfield Area", providing emphasis of the change of environment. All access route delineation shall be removed from the site at the end of each shift unless placed outside object free areas or within object free areas of temporarily closed airfield facilities.

Contractor to prepare and submit an Access Control Plan with their SPCD, highlighting and identifying proposed control signage and delineation. This must be approved by the RPR before start of field work.

21. Hazard Marking and Lighting

Low profile barricades and Runway Closure Markers (lighted closure crosses) will be used as a method of traffic control. Barricades will be used to keep contractor forces including material delivery trucks within designated haul routes and within specific project work areas. In addition, these barricades will keep aircraft out of work zones. The lighted closure crosses are very effective hazard markers, providing visual indication to approaching aircraft that runways are closed.

Within the Safety Plan Compliance Document (SPCD), the Contractor shall identify additional means proposed to address those locations where haul / access routes cross open taxiways, including the establishment of contractor way points and radio-monitoring access / crossing guards.

22. Work Zone Lighting for Nighttime Construction

Contractor forces shall install and maintain night shift area lighting for each night work period. Lights activated prior to closure shall be kept pointed down, below the horizontal plane, until after the runway is closed. During night shift operations that do not include runway closure, all work area lights shall remain pointed down below the horizontal plane for the duration of the shift. Balloon style lighting is acceptable (paving) when the runway(s) is/are closed. All work area lighting shall remain in the yard or outside the fence until after closure, then mobilized into position. Area lights to be removed from the work site back to the yard before any runway is re-opened.

Contractor shall comply with levels of illumination identified in Table 7 for the specific type and areas of work. Levels are considered minimums. Specific task or work areas may dictate enhanced night lighting for effective construction activities or increased safety.

| Minimum Levels of Illumination | | | | | | | |
|---|--------------|------------------------|--|--|--|--|--|
| Table | e 7 | | | | | | |
| Work Location or Type of Work | Illumination | Average Minimum | | | | | |
| | Level | Maintained Illuminance | | | | | |
| Contractor yard. | Level 1 | 2 foot-candles | | | | | |
| Contractor employee parking area. | | | | | | | |
| Contractor point of access to airport (gate). | | | | | | | |
| Within airport, haul route change of direction. | | | | | | | |
| Haul route point of entry into specific work area. | Level 2 | 5 foot-candles | | | | | |
| Earthwork, grading, aggregate base. | | | | | | | |
| Paving, chip seal, and slurry seal operations. | | | | | | | |
| Pavement marking. | | | | | | | |
| Electrical. | Level 3 | 10 foot-candles | | | | | |
| Drainage excavations, pipe placement, backfill. | | | | | | | |
| Drainage structure placement / construction. | | | | | | | |

Contractor to submit a Work Zone Lighting Plan as a project submittal. The document shall identify how proposed minimum levels of illumination are to be met.

23. Protection of Specific and Individual Airport Safety Areas

A significant portion of the work of this project is within either the Runway Object Free Area (ROFA) or the Taxiway Object Free Area (TOFA). In addition, a significant portion of the work of this project is within the Runway Safety Area (RSA) or the Taxiway Safety Area (TSA). The contractor will be allowed to work within RSA's and TSA's during designated runway and taxiway closure periods.

24. Other Limitations on Construction

- A. Prohibitions
 - a. No person (other than personnel so authorized) shall approach the scene of any emergency unless requested to do so by Airport personnel or as immediate lifesaving requires.
 - b. No torch-welding, open flame, material/equipment storage, or disposal of any waste material shall be authorized anywhere on the airport, except at designated locations and unless prior approval from Airport Staff/Engineer has been secured.
- B. Restrictions
 - a. Construction inspection shall be full time anytime construction is taking place. All inspection and materials testing requirements are identified in the specifications and FAA advisory circulars.
 - b. All contractor forces shall comply with Cal-OSHA standards regarding protective headwear, footwear, and eyewear.
 - c. Appropriate markers acceptable to the Engineer shall be used to define the work area and hazardous condition within the "safety areas" of the "aircraft maneuvering area."
 - d. Trench and excavation cover requirements are included in the specifications for this project. All open trenches, excavations, and stockpiled materials shall be prominently marked and lighted during the hours of restricted visibility and darkness. (Due to the nature of this project and tight physical relationship between areas of work, the runway, and taxiways, no open trenches allowed beyond each work window.)
 - e. All closed, deceptive and hazardous areas resulting from construction activities shall be marked and lighted as appropriate.

C. Equipment Height: Prior to the start of construction the Contractor shall provide a schedule of equipment anticipated to be serving this project to include specific heights. The Engineer shall review for confirmation that the equipment height identified in the Air-Space Analysis (FAA 7460-1) appropriately characterized the equipment to be used.

25. Third-Party Provider Obligations

In addition to general contractor forces, compliance with the requirements and obligations of the CSPP fall to all subcontractors, vendors, and service providers, collectively referred to as Third-Party Providers. Third Party Providers include, but are not necessarily limited to:

- Subcontractors
- Bulk material delivery entities (aggregate base, asphalt, concrete, pipe, pre-cast structures)
- Common carrier delivery entities (airfield electrical, signs, minor parts)
- Field mechanics
- Fuel delivery
- Equipment delivery
- Solid waste
- Sanitary service providers
- Field office housekeeping providers
- Field surveyors
- Quality Control and Quality Assurance materials testing entities
- Union representatives and sales forces

The general contractor is responsible for and shall manage 100% of all individuals and entities that enter the secured Airport Operations Area (AOA). This is an active management task, from initiation of project through final completion.

To facilitate and support general contractor management obligations, the contractor shall have on file and shall include in the Safety Plan Compliance Document (SPCD), the letter below, signed by at least two representatives of each Third-Party Provider, before each provider is allowed within the secured airport (electronic file to be provided for general contractor use). Additional, signed letters shall be forwarded to the RPR by third party providers as the need for them develops.

| ABC General Cont | ractor | Date |
|---|---|--------------------------------|
| Xxx Street | | |
| City, State, Zip | | |
| Durationate | Durante 12 20 Surface Tractoret | |
| Project: | Runway 12-30 Surface Treatment | |
| Airport: | Bishop Airport, County of Inyo | |
| Subject: | Construction Safety Phasing Plan Compliance | |
| Dear Project Mana | ger: | |
| the Airport Operati airport perimeter se | ctor, vendor, service provider), will be working with and serving your firm of ons Area (AOA) of a general aviation airport. The airport will be open and acti ecurity and performing our tasks within the AOA in a safe manner is paramour rent safe, ongoing airport operations. | ve during our work. Preserving |
| | Tety Phasing Plan (CSPP) has been prepared specifically for this project. We intend to comply with its contents and requirements. We recognize the variou | |

with failure to comply and acknowledge these obligations will be assessed to the general contractor, to be passed down to our firm in the event it is determined we were partially or fully responsible for an incident, accident, incursion, or breach of security.

| Airfield | eld Safety: | | | | | | |
|----------|--|---|--|--|--|--|--|
| 1. | 1. Private vehicles to remain outside the fence. | | | | | | |
| 2. | 2. All vehicles to have a functioning amber beacon at night and a safety | flag or beacon during the day. | | | | | |
| 3. | | | | | | | |
| 4. | We are to remain clear of all runway and taxiway object free areas unlanindividual maintaining radio contact with active aircraft. | less they are closed or unless we are escorted by | | | | | |
| 5. | Imaginary safety areas are larger than the pavements they serve and p considered an incursion, subject to financial penalty. | rotect. Unauthorized access into a safety area is | | | | | |
| 6. | | er debris after passing. | | | | | |
| 7. | | | | | | | |
| Nationa | onal Security: | | | | | | |
| 1. | • | tv. | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | When entering / exiting through an automatic / electric gate, we are required to remain in proximity until the gate | | | | | |
| 5. | | Illy lock the gate behind us. | | | | | |
| 6. | | | | | | | |
| 7. | | | | | | | |
| | e summary requirements, along with the overall safety and security requir nderstood and acknowledged. | ements of this project, as detailed in the CSPP, | | | | | |
| | | | | | | | |
| Manag | nager Staff | | | | | | |
| wianag | | | | | | | |
| Cell P | l Phone Cell Phone | <u>,</u> | | | | | |

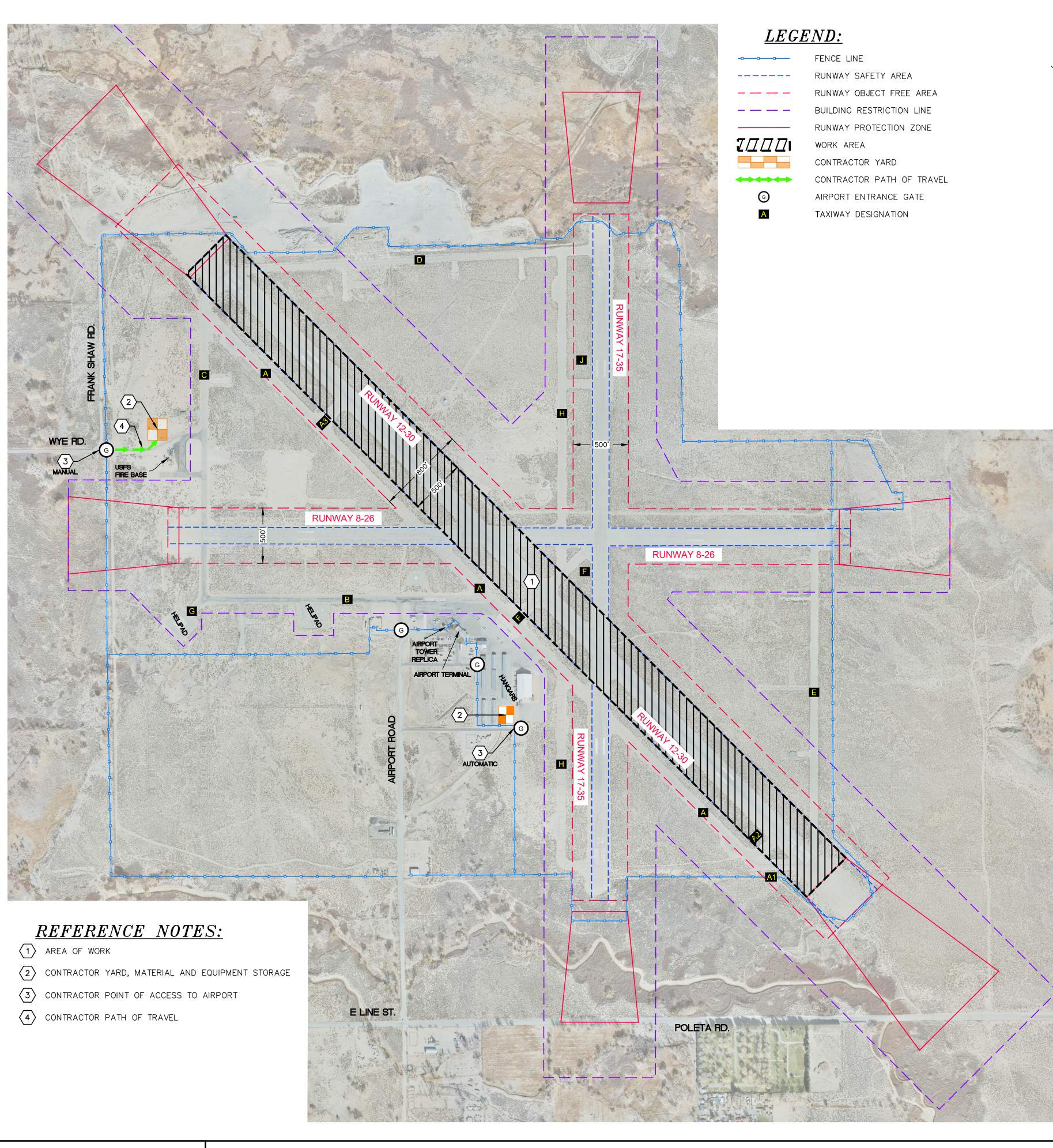
No third-party provider shall be allowed within the secured airport area without first providing the signed letter to the general contractor. The general contractor shall create and maintain a list of Third-Party Providers that are current and authorized to access the airport.

26. Appendix

The appendix includes four (4) Figures, depicting existing airport conditions including all safety areas, the extend of construction activity, and the location of all support facilities including haul routes, points of access, contractor yards, material borrow / disposal areas, and sources of construction water.

- Figure 1: Project Layout Plan
- Figure 2: Closure Plan 1: Runway 12-30 Closed
- Figure 3: Closure Plan 2: Runway's 12-30 and 8-26 Closed
- Figure 4: Closure Plan 3: Runway's 12-30 and 17-35 Closed

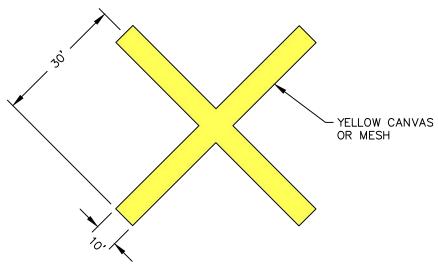
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UNDERGROUND SERVICE ALERT DIAL 811

> WO WORKING DAYS BEFORE YOU DIG

PROJECT LAYOUT PLAN **OVERALL VIEW**



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.

NON-LIGHTED

GENERAL NOTES:

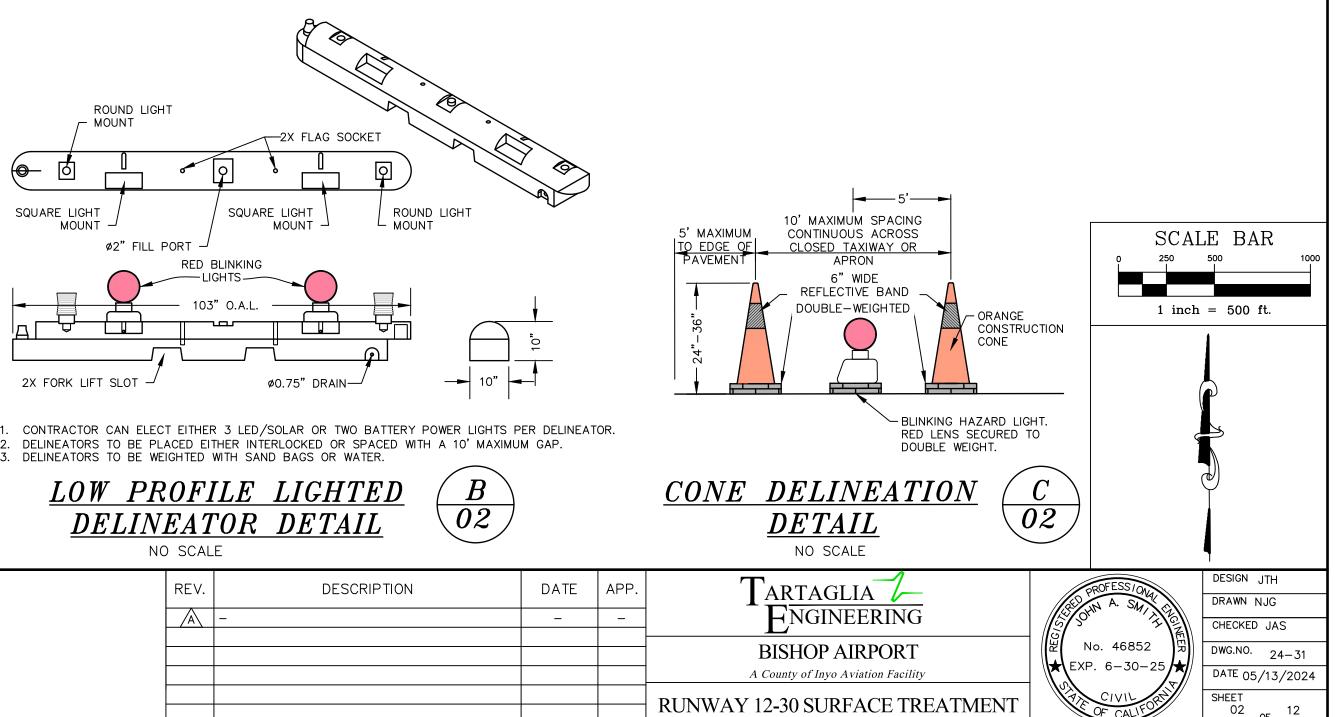
- 1. UNLESS STATED ELSEWHERE, BISHOP AIRPORT WILL REMAIN OPEN AT ALL TIMES DURING CONSTRUCTION. 2. RUNWAY CLOSED DOES NOT MEAN AIRPORT CLOSED. HEAR AND RESPOND TO RADIO COMMUNICATIONS.
- 4. BISHOP AIRPORT HAS THREE RUNWAYS: RUNWAY 12-30, RUNWAY 8-26, AND RUNWAY 17-35.
- 5. EACH RUNWAY INCLUDES ITS OWN RUNWAY SAFETY AREA (RSA). CONTRACTOR FORCES TO REMAIN CLEAR OF THE RSA FOR EVERY RUNWAY UNLESS THAT SPECIFIC RUNWAY IS CLOSED. NON-LIGHTED PANELS, AND RETURN ALL TO THE AIRPORT.
- NO EQUIPMENT OR MATERIALS PARKED OR STORED OUTSIDE THE DEFINED LIMITS OF THE CONTRACTOR YARD. 10. 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. BADGED INDIVIDUALS CAN SERVE AS ESCORTS TO NON-BADGED INDIVIDUALS. ALLOW 2-WEEKS MINIMUM TO SECURE A BADGE.

AIRPORT ACCESS CONTROL PROGRAM:

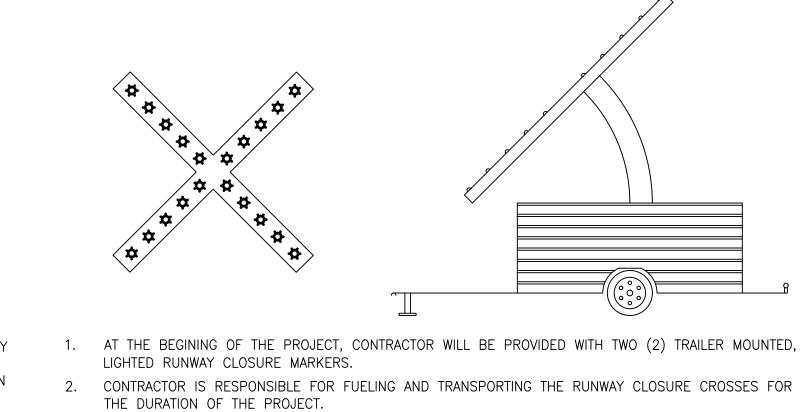
- CONTRACTOR TO BE PREPARED TO DENY ACCESS TO THE AIRPORT TO ANYONE NOT UNDER THEIR CONTROL.
- OR NIGHT) ON THE TOP OF THE VEHICLE, AT OR NEAR THE HIGHEST POINT. 4. MANUAL GATE ACCESS: A. GATE TO BE CLOSED AND LOCKED AT ALL TIMES UNLESS WORKING IN PROXIMITY TO OR ON THE GATE.
- B. LOCK YOURSELF IN, LOCK YOURSELF OUT. 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.
- USE YOUR VEHICLE IF NECESSARY TO PROHIBIT UNAUTHORIZED AIRPORT ENTRY.
- G. REPORT GATE ISSUES TO THE AIRPORT IMMEDIATELY.

RUNWAY CLOSURE NOTES:

- 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 RUNWAY 8-26: 0700 - 1600, LOCAL TIME, MONDAY - FRIDAY.
- RUNWAY 17-35: 2100 0600, LOCAL TIME, SUNDAY NIGHT FRIDAY MORNING. NO HOLIDAY CLOSURES OF RUNWAY 8-26 AND RUNWAY 17-35.
- CONTRACTOR TO INSTALL AND MAINTAIN RUNWAY CLOSURE CROSSES (LIGHTED AND / OR NON-LIGHTED, AS SHOWN) FOR THE DURATION OF EACH CLOSURE.
- THE DURATION OF EACH CLOSURE. BEFORE RE-OPENING.



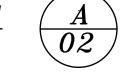
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3. AT THE END OF THE PROJECT, CONTRACTOR SHALL RETURN THE CLOSURE CROSSES TO THE AIRPORT IN GOOD WORKING CONDITION.

LIGHTED TRAILER MOUNTED

TYPICAL RUNWAY CLOSURE MARKERS NO SCALE



3. 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

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

9. WATER FOR CONSTRUCTION IS NOT AVAILABLE AT BISHOP AIRPORT. CONTRACTOR TO SECURE THEIR OWN SOURCE OF WATER, OFF THE AIRPORT.

NON-BADGED INDIVIDUALS MUST REMAIN IN CLOSE RANGE (EAR-SHOT) OF THE BADGED ESCORT, AT ALL TIMES.

THROUGHOUT THE DURATION OF THIS PROJECT, THE INTEGRITY OF THE AIRPORT PERIMETER SECURITY ELEMENT SHALL REMAIN EQUAL TO OR GREATER THAN PRE-PROJECT CONDITIONS.

3. 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

CLEAR THE GATE WHEN MOVING IN EITHER DIRECTION AND REMAIN IN PROXIMITY UNTIL THE GATE COMES TO A COMPLETE CLOSE.

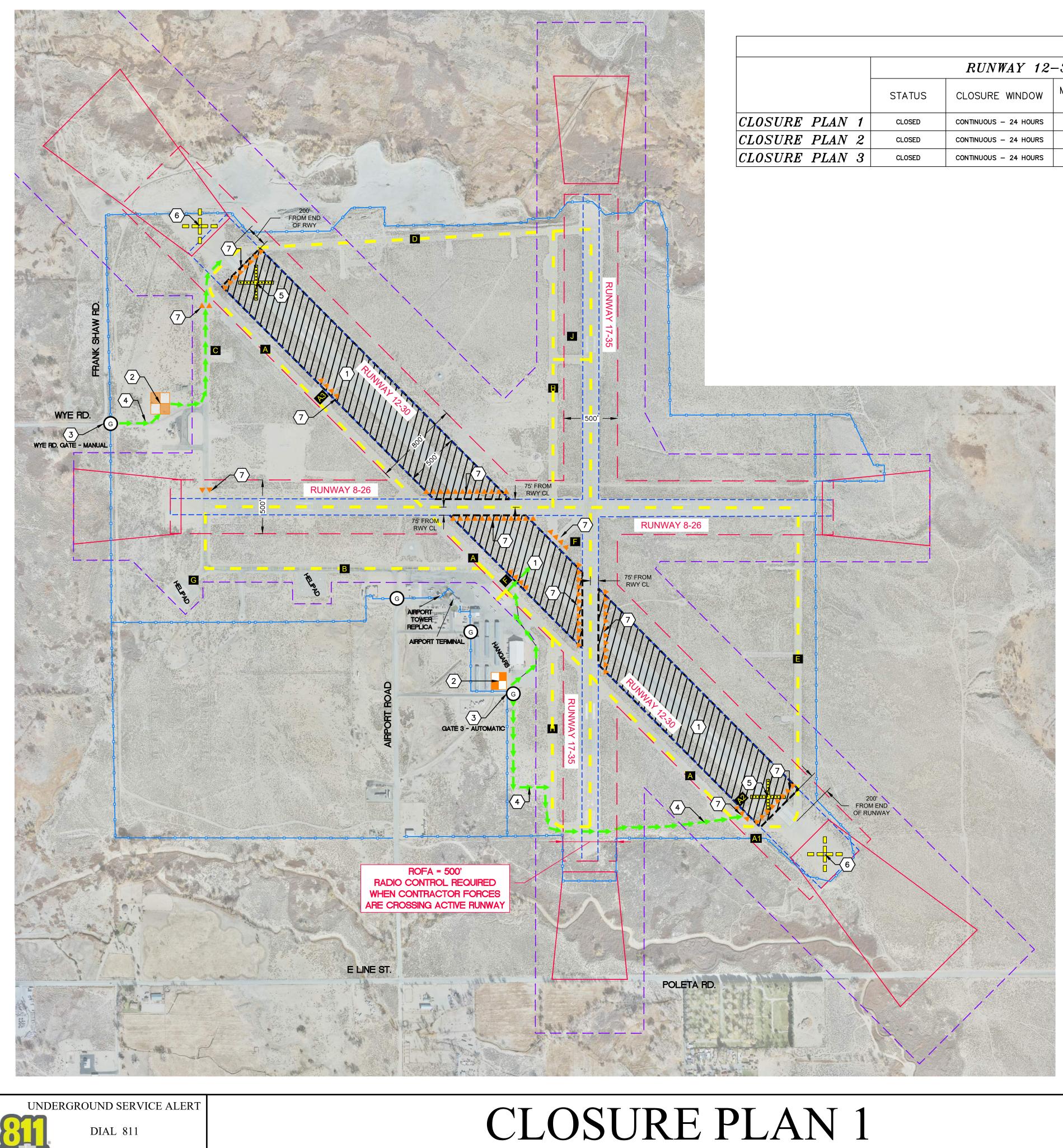
CONTRACTOR IS FULLY RESPONSIBLE FOR INDIVIDUALS, VEHICLES, AND EQUIPMENT THAT ENTER THE GATE BEHIND HIM.

ON MATERIAL IMPORT DAYS THE GATE WILL BE PARKED IN THE OPEN POSITION. PROVIDE A CONTINUOUSLY PRESENT SENTRY TO MONITOR AND CONTROL ACCESS 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.

CONTRACTOR FORCES TO REMAIN CLEAR (OUTSIDE) OF THE RUNWAY SAFETY AREA (RSA) UNLESS THE RUNWAY IS CLOSED.

- CONTRACTOR TO SCHEDULE RUNWAY CLOSURES A MINIMUM OF SEVEN (7) DAYS IN ADVANCE AND CONFIRM A NOTAM HAS BEEN ISSUED BEFORE PROCEEDING.
- 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 8. 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



WO WORKING DAYS BEFORE YOU DIG

| 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.

<u>REFERENCE NOTES (SHEETS 3-5):</u>

- $\langle 1 \rangle$ area of work
- $\langle 2 \rangle$ contractor yard, material and equipment storage
- $\overline{3}$ contractor point of access to airport
- $\langle 4 \rangle$ contractor path of travel
- $\langle 5 \rangle$ LIGHTED CLOSURE CROSSES
- $\langle 6 \rangle$ LIGHTED CLOSURE CROSSES ALTERNATE LOCATION
- TAXIWAY CLOSURE DELINEATION, IN ACCORDANCE WITH DETAIL B OR C, SHEET 2.
- $\langle 8 \rangle$ NON-LIGHTED CLOSURE CROSSES

| | LEGEND | (SHEETS |
|--|--------|---------|
|--|--------|---------|

| -00 | FENCE LINE |
|-------------|----------------------|
| | RUNWAY SAFETY AREA |
| | RUNWAY OBJECT FREE |
| | BUILDING RESTRICTION |
| | RUNWAY PROTECTION |
| ℤℤℤℤ | WORK AREA |
| | CONTRACTOR YARD |
| ++++ | CONTRACTOR PATH OF |
| G | AIRPORT ENTRANCE G |
| | LIGHTED CLOSURE CRO |
| | LIGHTED CLOSURE CRO |
| \times | NON-LIGHTED CLOSUR |
| Α | TAXIWAY DESIGNATION |
| | PAVEMENT CLOSED DE |
| | AIRCRAFT PATH OF TH |

RUNWAY 12-30 CLOSED

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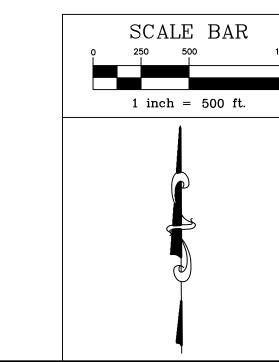
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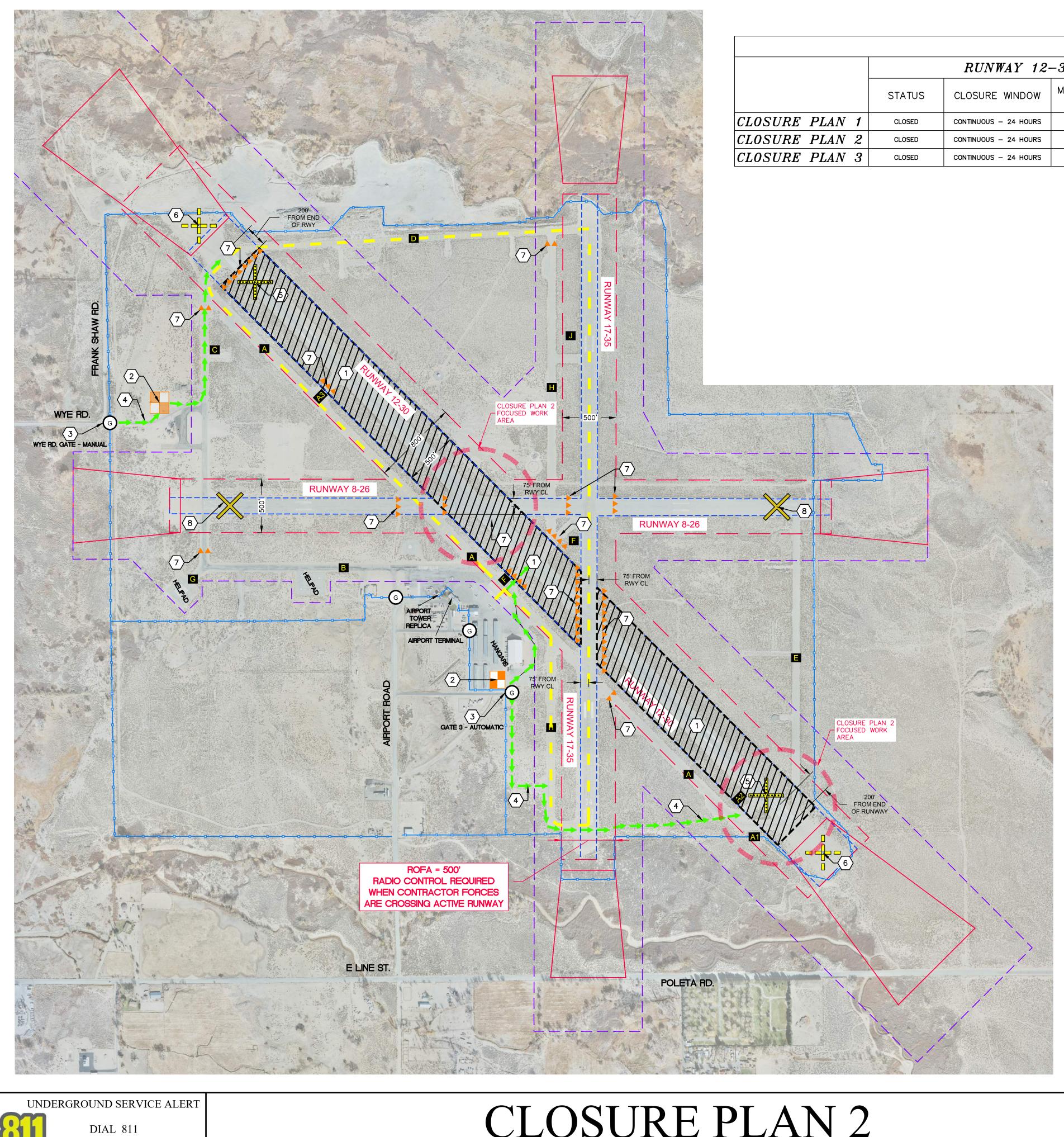
ROSS-SECONDARY LOCATION

JRE CROSS

DELINEATION TRAVEL



| | | | | | | 1 | |
|-------|------|------|------------------------------------|------|-----------------------------|-------------------------|---------|
| PTION | DATE | APP. | TARTAGLIA / | | ROFESS/ONLY N A. SALL CO | DESIGN JTH DRAWN NJG | |
| | _ | - | ENGINEERING | 1515 | | CHECKED JAS | 74 |
| | | | BISHOP AIRPORT | | No. 46852 P. 6−30−25 | DWG.NO. 24-31 | .00/90/ |
| | | | A County of Inyo Aviation Facility | | 6-30-23 X | DATE 05/13/2024 | A TR-6 |
| | | | RUNWAY 12-30 SURFACE TREATMENT | | OF CALIFORN | SHEET 030F12 | U TO IO |



TWO WORKING DAYS BEFORE YOU DIG

CLOSURE PLAN 2 RUNWAY 12-30 & RUNWAY 8-26 CLOSED

| RUNWAY CLOSURE PLAN OVERVIEW | | | | | | | | | | |
|------------------------------|--------|-----------------------|-------------------------------|--------|----------------|-------------------------------|--------------|----------------|-------------------------------|--|
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| | 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.

<u>REFERENCE NOTES (SHEETS 3-5):</u>

- $\langle 1 \rangle$ area of work
- $\langle 2 \rangle$ contractor yard, material and equipment storage
- $\overline{3}$ contractor point of access to airport
- $\langle 4 \rangle$ contractor path of travel
- $\langle 5 \rangle$ LIGHTED CLOSURE CROSSES
- $\langle 6 \rangle$ LIGHTED CLOSURE CROSSES ALTERNATE LOCATION
- TAXIWAY CLOSURE DELINEATION, IN ACCORDANCE WITH DETAIL B OR C, SHEET 2.
- $\langle 8 \rangle$ NON-LIGHTED CLOSURE CROSSES

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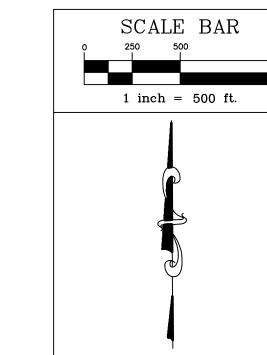
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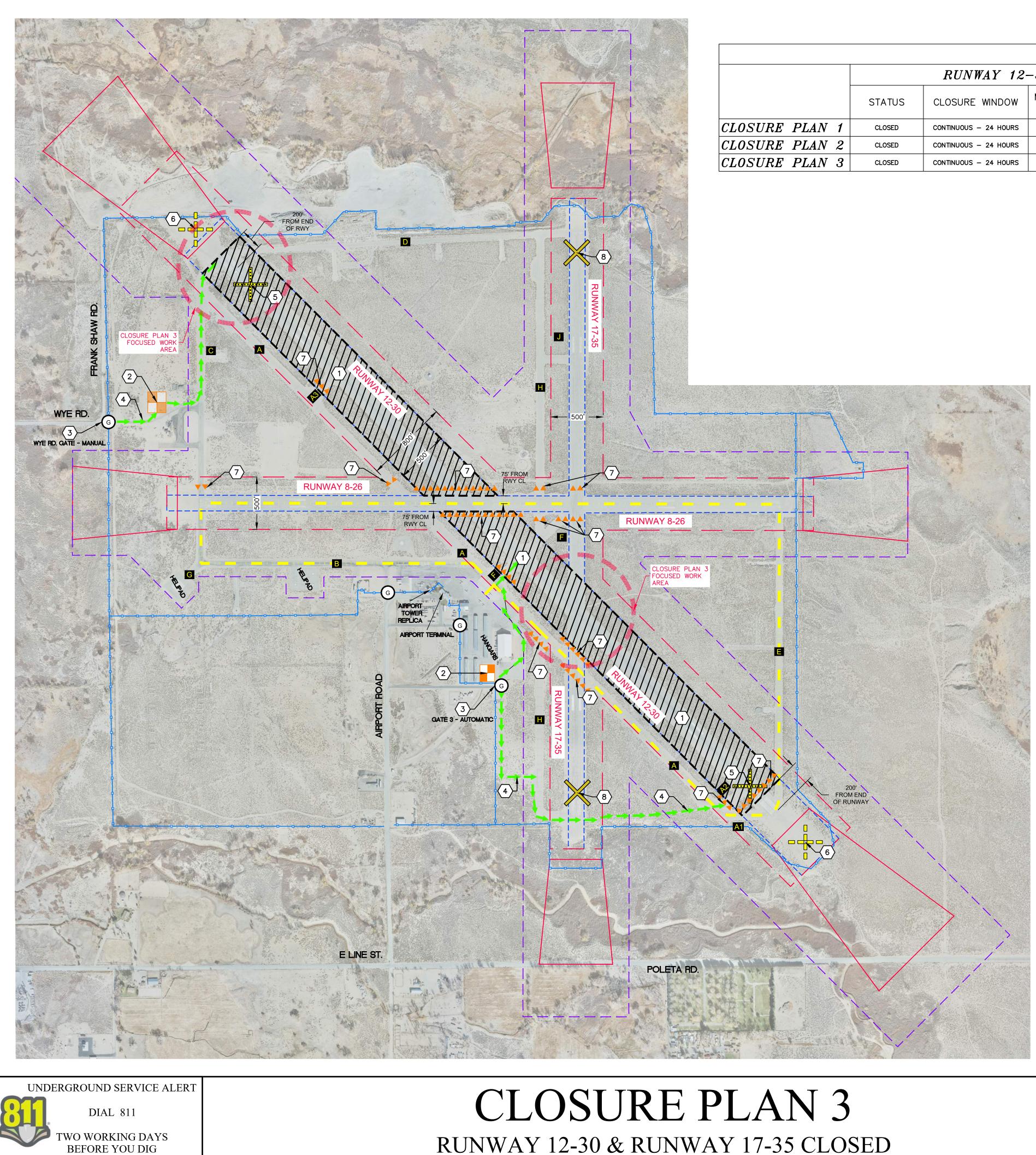
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| | RUNWAY 12-30 | | | RUNWAY 8-26 | | | RUNWAY 17-35 | | |
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| CLOSURE PLAN 1 | CLOSED | CONTINUOUS - 24 HOURS | NO RESTRICTIONS | OPEN | N/A | N/A | OPEN | N/A | N/A |
| CLOSURE PLAN 2 | CLOSED | 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.

RUNWAY 12-30 & RUNWAY 17-35 CLOSED

<u>REFERENCE NOTES (SHEETS 3-5):</u>

- (1) AREA OF WORK
- $\left< 2 \right>$ contractor yard, material and equipment storage
- $\overline{3}$ contractor point of access to airport
- $\langle 4 \rangle$ contractor path of travel
- $\langle 5 \rangle$ LIGHTED CLOSURE CROSSES
- $\langle 6 \rangle$ LIGHTED CLOSURE CROSSES ALTERNATE LOCATION
- TAXIWAY CLOSURE DELINEATION, IN ACCORDANCE WITH DETAIL B OR C, SHEET 2.
- $\langle 8 \rangle$ NON-LIGHTED CLOSURE CROSSES

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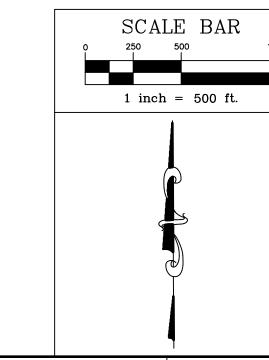
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APPENDIX B FAA AC - OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION



Advisory Circular

Subject: Operational Safety on Airports During Construction

Date: 12/13/2017 **Initiated By:** AAS-100 AC No: 150/5370-2G Change:

1 **Purpose.**

This AC sets forth guidelines for operational safety on airports during construction.

2 **Cancellation.**

This AC cancels AC 150/5370-2F, *Operational Safety on Airports during Construction*, dated September 29, 2011.

3 Application.

This AC assists airport operators in complying with Title 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*. For those certificated airports, this AC provides one way, but not the only way, of meeting those requirements. The use of this AC is mandatory for those airport construction projects receiving funds under the Airport Improvement Program (AIP). See Grant Assurance No. 34, *Policies, Standards, and Specifications*. While we do not require non-certificated airports without grant agreements or airports using Passenger Facility Charge (PFC) Program funds for construction projects to adhere to these guidelines, we recommend that they do so to help these airports maintain operational safety during construction.

4 **Related Documents.**

ACs and Orders referenced in the text of this AC do not include a revision letter, as they refer to the latest version. <u>Appendix A</u> contains a list of reading material on airport construction, design, and potential safety hazards during construction, as well as instructions for obtaining these documents.

5 **Principal Changes.**

The AC incorporates the following principal changes:

1. Notification about impacts to both airport owned and FAA-owned NAVAIDs was added. See paragraph <u>2.13.5.3</u>, NAVAIDs.

- 2. Guidance for the use of orange construction signs was added. See paragraph <u>2.18.4.2</u>, Temporary Signs.
- 3. Open trenches or excavations may be permitted in the taxiway safety area while the taxiway is open to aircraft operations, subject to restrictions. See paragraph <u>2.22.3.4</u>, Excavations.
- 4. Guidance for temporary shortened runways and displaced thresholds has been enhanced. See <u>Figure 2-1</u> and <u>Figure 2-2</u>.
- 5. Figures have been improved and a new <u>Appendix F</u> on the placement of orange construction signs has been added.

Hyperlinks (allowing the reader to access documents located on the internet and to maneuver within this document) are provided throughout this document and are identified with underlined text. When navigating within this document, return to the previously viewed page by pressing the "ALT" and " \leftarrow " keys simultaneously.

Figures in this document are schematic representations and are not to scale.

6 Use of Metrics.

Throughout this AC, U.S. customary units are used followed with "soft" (rounded) conversion to metric units. The U.S. customary units govern.

7 Where to Find this AC.

You can view a list of all ACs at <u>http://www.faa.gov/regulations_policies/advisory_circulars/</u>. You can view the Federal Aviation Regulations at <u>http://www.faa.gov/regulations_policies/faa_regulations/</u>.

8 **Feedback on this AC.**

If you have suggestions for improving this AC, you may use the <u>Advisory Circular</u> <u>Feedback</u> form at the end of this AC.

ohn R. Dermody

Director of Airport Safety and Standards

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CHAPTER 1. PLANNING AN AIRFIELD CONSTRUCTION PROJECT

1.1 **Overview.**

Airports are complex environments, and procedures and conditions associated with construction activities often affect aircraft operations and can jeopardize operational safety. Safety considerations are paramount and may make operational impacts unavoidable. However, careful planning, scheduling, and coordination of construction activities can minimize disruption of normal aircraft operations and avoid situations that compromise the airport's operational safety. The airport operator must understand how construction activities and aircraft operations affect one another to be able to develop an effective plan to complete the project. While the guidance in this AC is primarily used for construction operations, the concepts, methods and procedures described may also enhance the day-to-day airport maintenance operations, such as lighting maintenance and snow removal operations.

1.2 **Plan for Safety.**

Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the airport operator must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities, and associated costs will be identified and their impact to airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project, and/or to airport operations to maintain operational safety. This planning effort will ultimately result in a project Construction Safety and Phasing Plan (CSPP). The development of the CSPP takes place through the following five steps:

1.2.1 Identify Affected Areas.

The airport operator must determine the geographic areas on the airport affected by the construction project. Some, such as a runway extension, will be defined by the project. Others may be variable, such as the location of haul routes and material stockpiles.

1.2.2 Describe Current Operations.

Identify the normal airport operations in each affected area for each phase of the project. This becomes the baseline from which the impact on operations by construction activities can be measured. This should include a narrative of the typical users and aircraft operating within the affected areas. It should also include information related to airport operations: the Aircraft Approach Category (AAC) and Airplane Design Group (ADG) of the airplanes that operate on each runway; the ADG and Taxiway Design Group (TDG)¹ for each affected taxiway; designated approach visibility minimums;

¹ Find Taxiway Design Group information in <u>AC 150/5300-13</u>, Airport Design.

available approach and departure procedures; most demanding aircraft; declared distances; available air traffic control services; airport Surface Movement Guidance and Control System (SMGCS) plan; and others. The applicable seasons, days and times for certain operations should also be identified as applicable.

1.2.3 <u>Allow for Temporary Changes to Operations.</u>

To the extent practical, current airport operations should be maintained during the construction. In consultation with airport users, Aircraft Rescue and Fire Fighting (ARFF) personnel, and FAA Air Traffic Organization (ATO) personnel, the airport operator should identify and prioritize the airport's most important operations. The construction activities should be planned, through project phasing if necessary, to safely accommodate these operations. When the construction activities cannot be adjusted to safely maintain current operations, regardless of their importance, then the operations must be revised accordingly. Allowable changes include temporary revisions to approach procedures, restricting certain aircraft to specific runways and taxiways, suspension of certain operations, decreased weights for some aircraft due to shortened runways, and other changes. An example of a table showing temporary operations versus current operations is shown in <u>Appendix E</u>.

1.2.4 <u>Take Required Measures to Revise Operations.</u>

Once the level and type of aircraft operations to be maintained are identified, the airport operator must determine the measures required to safely conduct the planned operations during the construction. These measures will result in associated costs, which can be broadly interpreted to include not only direct construction costs, but also loss of revenue from impacted operations. Analysis of costs may indicate a need to reevaluate allowable changes to operations. As aircraft operations and allowable changes will vary widely among airports, this AC presents general guidance on those subjects.

1.2.5 <u>Manage Safety Risk.</u>

The FAA is committed to incorporating proactive safety risk management (SRM) tools into its decision-making processes. FAA Order 5200.11, *FAA Airports (ARP) Safety Management System (SMS)*, requires the FAA to conduct a Safety Assessment for certain triggering actions. Certain airport projects may require the airport operator to provide a Project Proposal Summary to help the FAA determine whether a Safety Assessment is required prior to FAA approval of the CSPP. The airport operator must coordinate with the appropriate FAA Airports Regional or District Office early in the development of the CSPP to determine the need for a Safety Risk Assessment. If the FAA requires an assessment, the airport operator must at a minimum:

- 1. Notify the appropriate FAA Airports Regional or District Office during the project "scope development" phase of any project requiring a CSPP.
- 2. Provide documents identified by the FAA as necessary to conduct SRM.
- 3. Participate in the SRM process for airport projects.
- 4. Provide a representative to participate on the SRM panel.

5. Ensure that all applicable SRM identified risks elements are recorded and mitigated within the CSPP.

1.3 **Develop a Construction Safety and Phasing Plan (CSPP).**

Development of an effective CSPP will require familiarity with many other documents referenced throughout this AC. See <u>Appendix A</u> for a list of related reading material.

1.3.1 List Requirements.

A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP) or located on an airport certificated under Part 139. For on-airfield construction projects at Part 139 airports funded without AIP funds, the preparation of a CSPP represents an acceptable method the certificate holder may use to meet Part 139 requirements during airfield construction activity. As per FAA Order 5200.11, projects that require Safety Assessments do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight. Such facilities may include passenger terminals and parking or other structures. However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA's Safety Risk Management procedures (see paragraph <u>1.2.5</u>).

1.3.2 Prepare a Safety Plan Compliance Document (SPCD).

The Safety Plan Compliance Document (SPCD) details how the contractor will comply with the CSPP. Also, it will not be possible to determine all safety plan details (for example specific hazard equipment and lighting, contractor's points of contact, construction equipment heights) during the development of the CSPP. The successful contractor must define such details by preparing an SPCD that the airport operator reviews for approval prior to issuance of a notice-to-proceed. The SPCD is a subset of the CSPP, similar to how a shop drawing review is a subset to the technical specifications.

1.3.3 Assume Responsibility for the CSPP.

The airport operator is responsible for establishing and enforcing the CSPP. The airport operator may use the services of an engineering consultant to help develop the CSPP. However, writing the CSPP cannot be delegated to the construction contractor. Only those details the airport operator determines cannot be addressed before contract award are developed by the contractor and submitted for approval as the SPCD. The SPCD does not restate nor propose differences to provisions already addressed in the CSPP.

1.4 Who Is Responsible for Safety During Construction?

1.4.1 <u>Establish a Safety Culture.</u>

Everyone has a role in operational safety on airports during construction: the airport operator, the airport's consultants, the construction contractor and subcontractors, airport users, airport tenants, ARFF personnel, Air Traffic personnel, including Technical Operations personnel, FAA Airports Division personnel, and others, such as military personnel at any airport supporting military operations (e.g. national guard or a joint use facility). Close communication and coordination between all affected parties is the key to maintaining safe operations. Such communication and coordination should start at the project scoping meeting and continue through the completion of the project. The airport operator and contractor should conduct onsite safety inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

1.4.2 <u>Assess Airport Operator's Responsibilities.</u>

An airport operator has overall responsibility for all activities on an airport, including construction. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on the responsibilities listed below can be found throughout this AC. The airport operator must:

| Develop a CSPP that complies with the safety guidelines of <u>Chapter 2</u> , |
|---|
| Construction Safety and Phasing Plans, and Chapter 3, Guidelines for |
| Writing a CSPP. The airport operator may develop the CSPP internally or |
| have a consultant develop the CSPP for approval by the airport operator. |
| For tenant sponsored projects, approve a CSPP developed by the tenant or |
| its consultant. |
| |

- 1.4.2.2 Require, review and approve the SPCD by the contractor that indicates how it will comply with the CSPP and provides details that cannot be determined before contract award.
- 1.4.2.3 Convene a preconstruction meeting with the construction contractor, consultant, airport employees and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity. The appropriate FAA representatives should be invited to attend the meeting. See <u>AC 150/5370-12</u>, *Quality Management for Federally Funded Airport Construction Projects*. (Note "FAA" refers to the Airports Regional or District Office, the Air Traffic Organization, Flight Standards Service, and other offices that support airport operations, flight regulations, and construction/environmental policies.)
- 1.4.2.4 Ensure contact information is accurate for each representative/point of contact identified in the CSPP and SPCD.
- 1.4.2.5 Hold weekly or, if necessary, daily safety meetings with all affected parties to coordinate activities.
- 1.4.2.6 Notify users, ARFF personnel, and FAA ATO personnel of construction and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAM) and other methods, as appropriate. Convene a meeting for review and discussion if necessary.
- 1.4.2.7 Ensure construction personnel know applicable airport procedures and changes to those procedures that may affect their work.
- 1.4.2.8 Ensure that all temporary construction signs are located per the scheduled list for each phase of the project.
- 1.4.2.9 Ensure construction contractors and subcontractors undergo training required by the CSPP and SPCD.
- 1.4.2.10 Ensure vehicle and pedestrian operations addressed in the CSPP and SPCD are coordinated with airport tenants, the airport traffic control tower (ATCT), and construction contractors.
- 1.4.2.11 At certificated airports, ensure each CSPP and SPCD is consistent with Part 139.

- 1.4.2.12 Conduct inspections sufficiently frequently to ensure construction contractors and tenants comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
- 1.4.2.13 Take immediate action to resolve safety deficiencies.
- 1.4.2.14 At airports subject to 49 CFR Part 1542, *Airport Security*, ensure construction access complies with the security requirements of that regulation.
- 1.4.2.15 Notify appropriate parties when conditions exist that invoke provisions of the CSPP and SPCD (for example, implementation of low-visibility operations).
- 1.4.2.16 Ensure prompt submittal of a Notice of Proposed Construction or Alteration (Form 7460-1) for conducting an aeronautical study of potential obstructions such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. A separate form may be filed for each potential obstruction, or one form may be filed describing the entire construction area and maximum equipment height. In the latter case, a separate form must be filed for any object beyond or higher than the originally evaluated area/height. The FAA encourages online submittal of forms for expediency at <u>https://oeaaa.faa.gov/oeaaa/external/portal.jsp</u>. The appropriate FAA Airports Regional or District Office can provide assistance in determining which objects require an aeronautical study.
- 1.4.2.17 Ensure prompt transmission of the Airport Sponsor Strategic Event Submission, FAA Form 6000-26, located at <u>https://oeaaa.faa.gov/oeaaa/external/content/AIRPORT_SPONSOR_STR</u> <u>ATEGIC_EVENT_SUBMISSION_FORM.pdf</u>, to assure proper coordination for NAS Strategic Interruption per Service Level Agreement with ATO.
- 1.4.2.18 Promptly notify the FAA Airports Regional or District Office of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the airport operator and the FAA. The FAA Airports Regional or District office will determine if further coordination within the FAA is needed. Coordinate with appropriate local and other federal government agencies, such as Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Transportation Security Administration (TSA), and the state environmental agency.
- 1.4.3 <u>Define Construction Contractor's Responsibilities.</u> The contractor is responsible for complying with the CSPP and SPCD. The contractor must:

- 1.4.3.1 Submit a Safety Plan Compliance Document (SPCD) to the airport operator describing how it will comply with the requirements of the CSPP and supply any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor, indicating an understanding of the operational safety requirements of the CSPP and the assertion of compliance with the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.
- 1.4.3.2 Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.
- 1.4.3.3 Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.
- 1.4.3.4 Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
- 1.4.3.5 Conduct sufficient inspections to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
- 1.4.3.6 Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate, and as specified in the CSPP and SPCD.
- 1.4.3.7 Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.
- 1.4.3.8 Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency at <u>https://oeaaa.faa.gov/oeaaa/external/portal.jsp</u>.

- 1.4.3.9 Ensure that all necessary safety mitigations are understood by all parties involved, and any special requirements of each construction phase will be fulfilled per the approved timeframe.
- 1.4.3.10 Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.
- 1.4.4 Define Tenant's Responsibilities.

If planning construction activities on leased property, Airport tenants, such as airline operators, fixed base operators, and FAA ATO/Technical Operations sponsoring construction are strongly encouraged to:

- 1. Develop, or have a consultant develop, a project specific CSPP and submit it to the airport operator. The airport operator may forgo a complete CSPP submittal and instead incorporate appropriate operational safety principles and measures addressed in the advisory circular within their tenant lease agreements.
- 2. In coordination with its contractor, develop an SPCD and submit it to the airport operator for approval issued prior to issuance of a Notice to Proceed.
- 3. Ensure that construction personnel are familiar with safety procedures and regulations on the airport during all phases of the construction.
- 4. Provide a point of contact of who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.
- 5. Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
- 6. Ensure that no tenant or contractor employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.
- 7. Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate, as specified in the CSPP and SPCD.
- 8. Ensure prompt submittal through the airport operator of Form 7460-1 for conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. The FAA encourages online submittal of forms for expediency at https://oeaaa.faa.gov/oeaaa/external/portal.jsp.
- 9. Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

CHAPTER 2. CONSTRUCTION SAFETY AND PHASING PLANS

2.1 **Overview.**

Aviation safety is the primary consideration at airports, especially during construction. The airport operator's CSPP and the contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. They must provide information necessary for the Airport Operations department to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. All aviation safety provisions included within the project drawings, contract specifications, and other related documents must also be reflected in the CSPP and SPCD.

2.2 Assume Responsibility.

Operational safety on the airport remains the airport operator's responsibility at all times. The airport operator must develop, certify, and submit for FAA approval each CSPP. It is the airport operator's responsibility to apply the requirements of the FAA approved CSPP. The airport operator must revise the CSPP when conditions warrant changes and must submit the revised CSPP to the FAA for approval. The airport operator must also require and approve a SPCD from the project contractor.

2.3 **Submit the CSPP.**

Construction Safety and Phasing Plans should be developed concurrently with the project design. Milestone versions of the CSPP should be submitted for review and approval as follows. While these milestones are not mandatory, early submission will help to avoid delays. Submittals are preferred in 8.5×11 inch or 11×17 inch format for compatibility with the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE / AAA) process.

2.3.1 <u>Submit an Outline/Draft.</u>

By the time approximately 25% to 30% of the project design is completed, the principal elements of the CSPP should be established. Airport operators are encouraged to submit an outline or draft, detailing all CSPP provisions developed to date, to the FAA for review at this stage of the project design.

2.3.2 <u>Submit a CSPP.</u>

The CSPP should be formally submitted for FAA approval when the project design is 80 percent to 90 percent complete. Since provisions in the CSPP will influence contract costs, it is important to obtain FAA approval in time to include all such provisions in the procurement contract.

2.3.3 <u>Submit an SPCD.</u>

The contractor should submit the SPCD to the airport operator for approval to be issued prior to the Notice to Proceed.

2.3.4 <u>Submit CSPP Revisions.</u>

All revisions to a previously approved CSPP must be re-submitted to the FAA for review and approval/disapproval action.

2.4 **Meet CSPP Requirements.**

- 2.4.1 To the extent possible, the CSPP should address the following as outlined in <u>Chapter 3</u>, <u>Guidelines for Writing a CSPP</u>. Details that cannot be determined at this stage are to be included in the SPCD.
 - 1. Coordination.
 - a. Contractor progress meetings.
 - b. Scope or schedule changes.
 - c. FAA ATO coordination.
 - 2. Phasing.
 - a. Phase elements.
 - b. Construction safety drawings.
 - 3. Areas and operations affected by the construction activity.
 - a. Identification of affected areas.
 - b. Mitigation of effects.
 - 4. Protection of navigation aids (NAVAIDs).
 - 5. Contractor access.
 - a. Location of stockpiled construction materials.
 - b. Vehicle and pedestrian operations.
 - 6. Wildlife management.
 - a. Trash.
 - b. Standing water.
 - c. Tall grass and seeds.
 - d. Poorly maintained fencing and gates.
 - e. Disruption of existing wildlife habitat.
 - 7. Foreign Object Debris (FOD) management.
 - 8. Hazardous materials (HAZMAT) management.
 - 9. Notification of construction activities.

- a. Maintenance of a list of responsible representatives/ points of contact.
- b. NOTAM.
- c. Emergency notification procedures.
- d. Coordination with ARFF Personnel.
- e. Notification to the FAA.
- 10. Inspection requirements.
 - a. Daily (or more frequent) inspections.
 - b. Final inspections.
- 11. Underground utilities.
- 12. Penalties.
- 13. Special conditions.
- 14. Runway and taxiway visual aids. Marking, lighting, signs, and visual NAVAIDs.
 - a. General.
 - b. Markings.
 - c. Lighting and visual NAVAIDs.
 - d. Signs, temporary, including orange construction signs, and permanent signs.
- 15. Marking and signs for access routes.
- 16. Hazard marking and lighting.
 - a. Purpose.
 - b. Equipment.
- 17. Work zone lighting for nighttime construction (if applicable).
- 18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces.
 - a. Runway Safety Area (RSA).
 - b. Runway Object Free Area (ROFA).
 - c. Taxiway Safety Area (TSA). Provide details for any adjustments to Taxiway Safety Area width to allow continued operation of smaller aircraft. See paragraph <u>2.22.3</u>.
 - d. Taxiway Object Free Area (TOFA). Provide details for any continued aircraft operations while construction occurs within the TOFA. See paragraph <u>2.22.4</u>.
 - e. Obstacle Free Zone (OFZ).
 - f. Runway approach/departure surfaces.
- 19. Other limitations on construction.
 - a. Prohibitions.

b. Restrictions.

- 2.4.2 The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, (Name of Contractor), have read the (Title of Project) CSPP, approved on (Date), and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:
 - 1. Coordination. Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
 - 2. Phasing. Discuss proposed construction schedule elements, including:
 - a. Duration of each phase.
 - b. Daily start and finish of construction, including "night only" construction.
 - c. Duration of construction activities during:
 - i. Normal runway operations.
 - ii. Closed runway operations.
 - iii. Modified runway "Aircraft Reference Code" usage.
 - 3. Areas and operations affected by the construction activity. These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
 - 4. Protection of NAVAIDs. Discuss specific methods proposed to protect operating NAVAIDs.
 - 5. Contractor access. Provide the following:
 - a. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
 - b. Listing of individuals requiring driver training (for certificated airports and as requested).
 - c. Radio communications.
 - i. Types of radios and backup capabilities.
 - ii. Who will be monitoring radios.
 - iii. Who to contact if the ATCT cannot reach the contractor's designated person by radio.

- d. Details on how the contractor will escort material delivery vehicles.
- 6. Wildlife management. Discuss the following:
 - a. Methods and procedures to prevent wildlife attraction.
 - b. Wildlife reporting procedures.
- 7. Foreign Object Debris (FOD) management. Discuss equipment and methods for control of FOD, including construction debris and dust.
- 8. Hazardous Materials (HAZMAT) management. Discuss equipment and methods for responding to hazardous spills.
- 9. Notification of construction activities. Provide the following:
 - a. Contractor points of contact.
 - b. Contractor emergency contact.
 - c. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
 - d. Batch plant details, including 7460-1 submittal.
- 10. Inspection requirements. Discuss daily (or more frequent) inspections and special inspection procedures.
- 11. Underground utilities. Discuss proposed methods of identifying and protecting underground utilities.
- 12. Penalties. Penalties should be identified in the CSPP and should not require an entry in the SPCD.
- 13. Special conditions. Discuss proposed actions for each special condition identified in the CSPP.
- 14. Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
 - a. Equipment and methods for covering signage and airfield lights.
 - b. Equipment and methods for temporary closure markings (paint, fabric, other).
 - c. Temporary orange construction signs.
 - d. Types of temporary Visual Guidance Slope Indicators (VGSI).
- 15. Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.
- 16. Hazard marking and lighting. Discuss proposed equipment and methods for identifying excavation areas.
- 17. Work zone lighting for nighttime construction (if applicable). Discuss proposed equipment, locations, aiming, and shielding to prevent interference with air traffic control and aircraft operations.

- 18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
 - a. Equipment and methods for maintaining Taxiway Safety Area standards.
 - b. Equipment and methods to ensure the safe passage of aircraft where Taxiway Safety Area or Taxiway Object Free Area standards cannot be maintained.
 - c. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
- 19. Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

2.5 **Coordination.**

Airport operators, or tenants responsible for design, bidding and conducting construction on their leased properties, should ensure at all project developmental stages, such as predesign, prebid, and preconstruction conferences, they capture the subject of airport operational safety during construction (see <u>AC 150/5370-12</u>, *Quality Management for Federally Funded Airport Construction Projects*). In addition, the following should be coordinated as required:

2.5.1 Progress Meetings.

Operational safety should be a standing agenda item for discussion during progress meetings throughout the project developmental stages.

2.5.2 <u>Scope or Schedule Changes.</u>

Changes in the scope or duration at any of the project stages may require revisions to the CSPP and review and approval by the airport operator and the FAA (see paragraph 1.4.2.17).

2.5.3 FAA ATO Coordination.

Early coordination with FAA ATO is highly recommended during the design phase and is required for scheduling Technical Operations shutdowns prior to construction. Coordination is critical to restarts of NAVAID services and to the establishment of any special procedures for the movement of aircraft. Formal agreements between the airport operator and appropriate FAA offices are recommended. All relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, should be coordinated with FAA ATO and may require an FAA flight inspection prior to restarting the facility. Flight inspections must be coordinated and scheduled well in advance of the intended facility restart. Flight inspections may require a reimbursable agreement between the airport operator and FAA ATO. Reimbursable agreements should be coordinated a minimum of 12 months prior to the start of construction. (See paragraph <u>2.13.5.3.2</u> for required FAA notification regarding FAA-owned NAVAIDs.)

2.6 **Phasing.**

Once it has been determined what types and levels of airport operations will be maintained, the most efficient sequence of construction may not be feasible. In this case, the sequence of construction may be phased to gain maximum efficiency while allowing for the required operations. The development of the resulting construction phases should be coordinated with local Air Traffic personnel and airport users. The sequenced construction phases established in the CSPP must be incorporated into the project design and must be reflected in the contract drawings and specifications.

2.6.1 <u>Phase Elements.</u>

For each phase the CSPP should detail:

- Areas closed to aircraft operations.
- Duration of closures.
- Taxi routes and/or areas of reduced TSA and TOFA to reflect reduced ADG use.
- ARFF access routes.
- Construction staging, disposal, and cleanout areas.
- Construction access and haul routes.
- Impacts to NAVAIDs.
- Lighting, marking, and signing changes.
- Available runway length and/or reduced RSA and ROFA to reflect reduced ADG use.
- Declared distances (if applicable).
- Required hazard marking, lighting, and signing.
- Work zone lighting for nighttime construction (if applicable).
- Lead times for required notifications.

2.6.2 <u>Construction Safety Drawings.</u>

Drawings specifically indicating operational safety procedures and methods in affected areas (i.e., construction safety drawings) should be developed for each construction phase. Such drawings should be included in the CSPP as referenced attachments and should also be included in the contract drawing package.

2.7 Areas and Operations Affected by Construction Activity.

Runways and taxiways should remain in use by aircraft to the maximum extent possible without compromising safety. Pre-meetings with the FAA ATO will support operational simulations. See <u>Appendix E</u> for an example of a table showing temporary operations versus current operations. The tables in <u>Appendix E</u> can be useful for coordination among all interested parties, including FAA Lines of Business.

2.7.1 Identification of Affected Areas.

Identifying areas and operations affected by the construction helps to determine possible safety problems. The affected areas should be identified in the construction safety drawings for each construction phase. (See paragraph 2.6.2.) Of particular concern are:

2.7.1.1 Closing, or Partial Closing, of Runways, Taxiways and Aprons, and Displaced Thresholds.

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing, landing, or takeoff in either direction on that pavement is prohibited. A displaced threshold, by contrast, is established to ensure obstacle clearance and adequate safety area for landing aircraft. The pavement prior to the displaced threshold is normally available for take-off in the direction of the displacement and for landing and takeoff in the opposite direction. Misunderstanding this difference, may result in issuance of an inaccurate NOTAM, and can lead to a hazardous condition.

2.7.1.1.1 <u>Partially Closed Runways.</u>

The temporarily closed portion of a partially closed runway will generally extend from the threshold to a taxiway that may be used for entering and exiting the runway. If the closed portion extends to a point between taxiways, pilots will have to back-taxi on the runway, which is an undesirable operation. See <u>Figure 2-1</u> for a desirable configuration.

2.7.1.1.2 <u>Displaced Thresholds.</u>

Since the portion of the runway pavement between the permanent threshold and a standard displaced threshold is available for takeoff and for landing in the opposite direction, the temporary displaced threshold need not be located at an entrance/exit taxiway. See <u>Figure 2-2</u>.

- 2.7.1.2 Closing of aircraft rescue and fire fighting access routes.
- 2.7.1.3 Closing of access routes used by airport and airline support vehicles.
- 2.7.1.4 Interruption of utilities, including water supplies for fire fighting.
- 2.7.1.5 Approach/departure surfaces affected by heights of objects.
- 2.7.1.6 Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads.

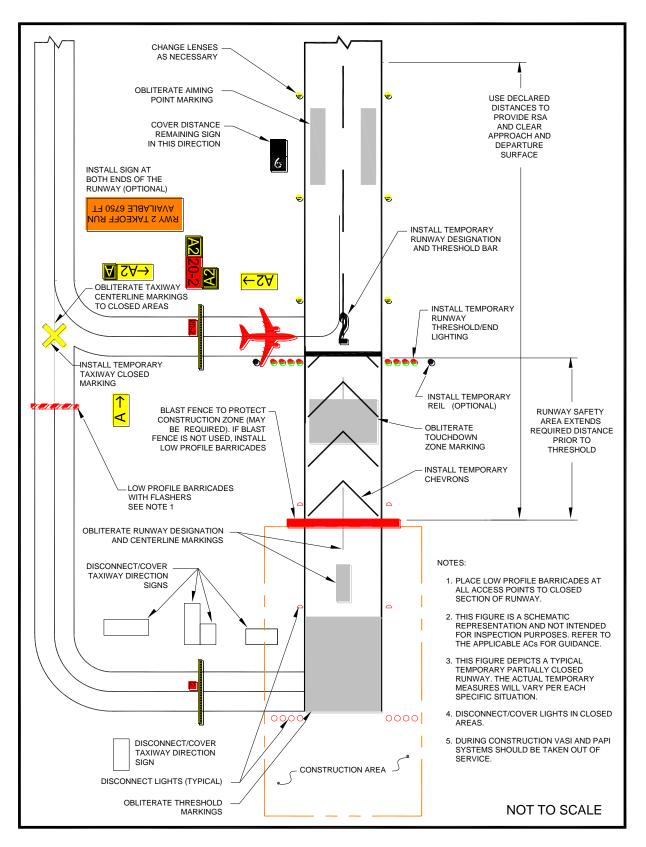


Figure 2-1. Temporary Partially Closed Runway

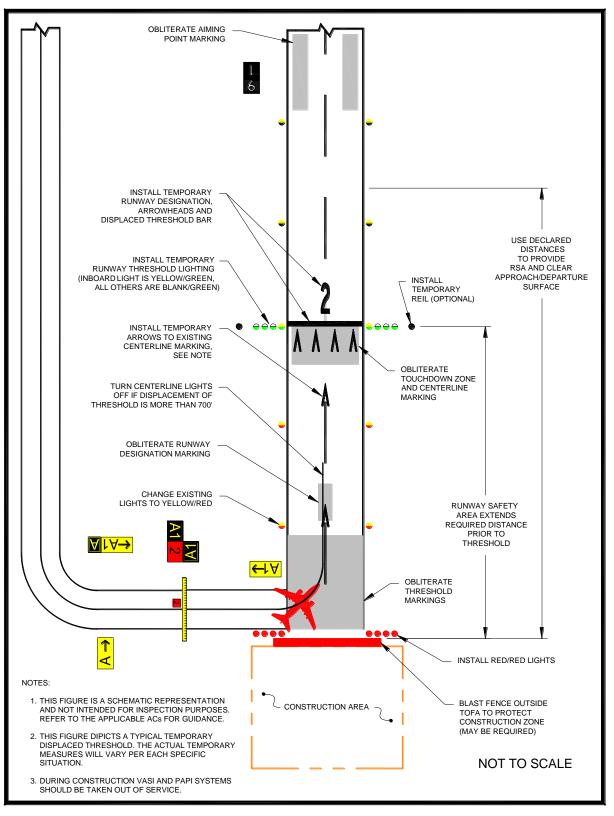


Figure 2-2. Temporary Displaced Threshold

Note: See paragraph 2.18.2.5.

2.7.2 <u>Mitigation of Effects.</u>

Establishment of specific procedures is necessary to maintain the safety and efficiency of airport operations. The CSPP must address:

- 2.7.2.1 Temporary changes to runway and/or taxi operations.
- 2.7.2.2 Detours for ARFF and other airport vehicles.
- 2.7.2.3 Maintenance of essential utilities.
- 2.7.2.4 Temporary changes to air traffic control procedures. Such changes must be coordinated with the ATO.

2.8 Navigation Aid (NAVAID) Protection.

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordinate with the appropriate FAA ATO/Technical Operations office to evaluate the effect of construction activity and the required distance and direction from the NAVAID. (See paragraph 2.13.5.3.) Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with signals essential to air navigation. If any NAVAID may be affected, the CSPP and SPCD must show an understanding of the "critical area" associated with each NAVAID and describe how it will be protected. Where applicable, the operational critical areas of NAVAIDs should be graphically delineated on the project drawings. Pay particular attention to stockpiling material, as well as to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction equipment and activities may require NAVAID shutdown or adjustment of instrument approach minimums for low visibility operations. This condition requires that a NOTAM be filed (see paragraph 2.13.2). Construction activities and materials/equipment storage near a NAVAID must not obstruct access to the equipment and instruments for maintenance. Submittal of a 7460-1 form is required for construction vehicles operating near FAA NAVAIDs. (See paragraph 2.13.5.3.)

2.9 **Contractor Access.**

The CSPP must detail the areas to which the contractor must have access, and explain how contractor personnel will access those areas. Specifically address:

2.9.1 Location of Stockpiled Construction Materials.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ, and if possible should not be permitted within the Object Free Area (OFA) of an operational runway. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. (See paragraph <u>2.18.2</u>.) This includes determining and

verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage from blowing or tracked material. See paragraphs 2.10 and 2.11.

2.9.2 <u>Vehicle and Pedestrian Operations.</u>

The CSPP should include specific vehicle and pedestrian requirements. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The airport operator should coordinate requirements for vehicle operations with airport tenants, contractors, and the FAA air traffic manager. In regard to vehicle and pedestrian operations, the CSPP should include the following, with associated training requirements:

2.9.2.1 **Construction Site Parking.**

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the AOA. These areas should provide reasonable contractor employee access to the job site.

2.9.2.2 Construction Equipment Parking.

Contractor employees must park and service all construction vehicles in an area designated by the airport operator outside the OFZ and never in the safety area of an active runway or taxiway. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment must not be parked on a closed taxiway or runway. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP). See paragraph 2.13.1 for further information.

2.9.2.3 Access and Haul Roads.

Determine the construction contractor's access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any ARFF routes that ARFF right of way is not impeded at any time, and that construction traffic on haul roads does not interfere with NAVAIDs or approach surfaces of operational runways. Address whether access gates will be blocked or inoperative or if a rally point will be blocked or inaccessible.

- 2.9.2.4 Marking and lighting of vehicles in accordance with <u>AC 150/5210-5</u>, *Painting, Marking, and Lighting of Vehicles Used on an Airport.*
- 2.9.2.5 Description of proper vehicle operations on various areas under normal, lost communications, and emergency conditions.
- 2.9.2.6 Required escorts.
- 2.9.2.7 **Training Requirements for Vehicle Drivers to Ensure Compliance** with the Airport Operator's Vehicle Rules and Regulations.

Specific training should be provided to vehicle operators, including those providing escorts. See <u>AC 150/5210-20</u>, *Ground Vehicle Operations on Airports*, for information on training and records maintenance requirements.

2.9.2.8 Situational Awareness.

Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time. At non-towered airports, all aircraft movements and flight operations rely on aircraft operators to self-report their positions and intentions. However, there is no requirement for an aircraft to have radio communications. Because aircraft do not always broadcast their positions or intentions, visual checking, radio monitoring, and situational awareness of the surroundings is critical to safety.

2.9.2.9 **Two-Way Radio Communication Procedures.**

2.9.2.9.1 <u>General.</u>

The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCT. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact, as directed by the airport operator, with:

- 1. Airport operations
- 2. ATCT

- 3. Common Traffic Advisory Frequency (CTAF), which may include UNICOM, MULTICOM.
- 4. Automatic Terminal Information Service (ATIS). This frequency is useful for monitoring conditions on the airport. Local air traffic will broadcast information regarding construction related runway closures and "shortened" runways on the ATIS frequency.
- 2.9.2.9.2 <u>Areas Requiring Two-Way Radio Communication with the ATCT.</u> Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport.
- 2.9.2.9.3 Frequencies to be Used.

The airport operator will specify the frequencies to be used by the contractor, which may include the CTAF for monitoring of aircraft operations. Frequencies may also be assigned by the airport operator for other communications, including any radio frequency in compliance with Federal Communications Commission requirements. At airports with an ATCT, the airport operator will specify the frequency assigned by the ATCT to be used between contractor vehicles and the ATCT.

- 2.9.2.9.4 Proper radio usage, including read back requirements.
- 2.9.2.9.5 Proper phraseology, including the International Phonetic Alphabet.
- 2.9.2.9.6 Light Gun Signals.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure. See the FAA safety placard "Ground Vehicle Guide to Airport Signs and Markings." This safety placard may be downloaded through the Runway Safety Program Web site at <u>http://www.faa.gov/airports/runway_safety/publications/</u> (see "Signs & Markings Vehicle Dashboard Sticker") or obtained from the FAA Airports Regional Office.

2.9.2.10 Maintenance of the secured area of the airport, including:

2.9.2.10.1 Fencing and Gates.

Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR- 00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

2.9.2.10.2 <u>Badging Requirements.</u>

Airports subject to 49 CFR Part 1542, *Airport Security*, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

2.10 Wildlife Management.

The CSPP and SPCD must be in accordance with the airport operator's wildlife hazard management plan, if applicable. See <u>AC 150/5200-33</u>, *Hazardous Wildlife Attractants On or Near Airports*, and CertAlert 98-05, *Grasses Attractive to Hazardous Wildlife*. Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as:

2.10.1 <u>Trash.</u>

Food scraps must be collected from construction personnel activity.

2.10.2 Standing Water.

2.10.3 <u>Tall Grass and Seeds.</u>

Requirements for turf establishment can be at odds with requirements for wildlife control. Grass seed is attractive to birds. Lower quality seed mixtures can contain seeds of plants (such as clover) that attract larger wildlife. Seeding should comply with the guidance in <u>AC 150/5370-10</u>, *Standards for Specifying Construction of Airports*, Item T-901, Seeding. Contact the local office of the United Sates Department of Agriculture Soil Conservation Service or the State University Agricultural Extension Service (County Agent or equivalent) for assistance and recommendations. These agencies can also provide liming and fertilizer recommendations.

2.10.4 <u>Poorly Maintained Fencing and Gates.</u> See paragraph 2.9.2.10.1.

2.10.5 Disruption of Existing Wildlife Habitat.

While this will frequently be unavoidable due to the nature of the project, the CSPP should specify under what circumstances (location, wildlife type) contractor personnel should immediately notify the airport operator of wildlife sightings.

2.11 Foreign Object Debris (FOD) Management.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. Fencing (other than security fencing) or covers may be necessary to contain material that can be carried by wind into areas where aircraft operate. See <u>AC 150/5210-24</u>, *Foreign Object Debris (FOD) Management*.

2.12 Hazardous Materials (HAZMAT) Management.

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. See <u>AC 150/5320-15</u>, *Management of Airport Industrial Waste*.

2.13 Notification of Construction Activities.

The CSPP and SPCD must detail procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport. It must address the notification actions described below, as applicable.

2.13.1 List of Responsible Representatives/points of contact for all involved parties, and procedures for contacting each of them, including after hours.

2.13.2 <u>NOTAMs.</u>

Only the airport operator may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must either enter the NOTAM into NOTAM Manager, or provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. Refer to <u>AC 150/5200-28</u>, *Notices to Airmen (NOTAMs) for Airport Operators*, for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator. See paragraph <u>2.7.1.1</u> about issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

2.13.3 Emergency notification procedures for medical, fire fighting, and police response.

2.13.4 Coordination with ARFF.

The CSPP must detail procedures for coordinating through the airport sponsor with ARFF personnel, mutual aid providers, and other emergency services if construction requires:

- 1. The deactivation and subsequent reactivation of water lines or fire hydrants, or
- 2. The rerouting, blocking and restoration of emergency access routes, or
- 3. The use of hazardous materials on the airfield.

2.13.5 Notification to the FAA.

2.13.5.1 **Part 77.**

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, other equipment) on airports. FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, can be used for this purpose and submitted to the appropriate FAA Airports Regional or District Office. See <u>Appendix A</u> to download the form. Further guidance is available on the FAA web site at <u>oeaaa.faa.gov</u>.

2.13.5.2 **Part 157.**

With some exceptions, Title 14 CFR Part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airports*, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, Notice of Landing Area Proposal, to the nearest FAA Airports Regional or District Office. See <u>Appendix A</u> to download the form.

2.13.5.3 NAVAIDs.

For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDs, contact: 866-432-2622.

2.13.5.3.1 Airport Owned/FAA Maintained.

If construction operations require a shutdown of 24 hours or greater in duration, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown, using Strategic Event Coordination (SEC) Form 6000.26 contained within FAA Order 6000.15, *General Maintenance Handbook for National Airspace System (NAS) Facilities*.

2.13.5.3.2 <u>FAA Owned.</u>

- 1. The airport operator must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs, using SEC Form 6000.26.
- 2. Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. Refer to active Service Level Agreement with ATO for specifics.

2.14 **Inspection Requirements.**

2.14.1 Daily Inspections.

Inspections should be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. A sample checklist is provided in <u>Appendix D</u>, <u>Construction Project Daily Safety Inspection Checklist</u>. See also <u>AC 150/5200-18</u>, *Airport Safety Self-Inspection*. Airport operators holding a Part 139 certificate are required to conduct self-inspections during unusual conditions, such as construction activities, that may affect safe air carrier operations.

2.14.2 Interim Inspections.

Inspections should be conducted of all areas to be (re)opened to aircraft traffic to ensure the proper operation of lights and signs, for correct markings, and absence of FOD. The contractor should conduct an inspection of the work area with airport operations personnel. The contractor should ensure that all construction materials have been secured, all pavement surfaces have been swept clean, all transition ramps have been properly constructed, and that surfaces have been appropriately marked for aircraft to operate safely. Only if all items on the list meet with the airport operator's approval should the air traffic control tower be notified to open the area to aircraft operations. The contractor should be required to retain a suitable workforce and the necessary equipment at the work area for any last minute cleanup that may be requested by the airport operator prior to opening the area.

2.14.3 Final Inspections.

New runways and extended runway closures may require safety inspections at certificated airports prior to allowing air carrier service. Coordinate with the FAA Airport Certification Safety Inspector (ACSI) to determine if a final inspection will be necessary.

2.15 Underground Utilities.

The CSPP and/or SPCD must include procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This may involve coordinating with public utilities and FAA ATO/Technical Operations. Note that "One Call" or "Miss Utility" services do not include FAA ATO/Technical Operations.

2.16 **Penalties.**

The CSPP should detail penalty provisions for noncompliance with airport rules and regulations and the safety plans (for example, if a vehicle is involved in a runway incursion). Such penalties typically include rescission of driving privileges or access to the AOA.

2.17 **Special Conditions.**

The CSPP must detail any special conditions that affect the operation of the airport and will require the activation of any special procedures (for example, low-visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle / Pedestrian Deviation (VPD) and other activities requiring construction suspension/resumption).

2.18 **Runway and Taxiway Visual Aids.**

This includes marking, lighting, signs, and visual NAVAIDs. The CSPP must ensure that areas where aircraft will be operating are clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs, and visual NAVAIDs that are to continue to perform their functions during construction remain in place and operational. Visual NAVAIDs that are not serving their intended function during construction must be temporarily disabled, covered, or modified as necessary. The CSPP must address the following, as appropriate:

2.18.1 General.

Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, and other wind currents and constructed of materials that will minimize damage to an aircraft in the event of inadvertent contact. Items used to secure such markings must be of a color similar to the marking.

2.18.2 Markings.

During the course of construction projects, temporary pavement markings are often required to allow for aircraft operations during or between work periods. During the design phase of the project, the designer should coordinate with the project manager, airport operations, airport users, the FAA Airports project manager, and Airport Certification Safety Inspector for Part 139 airports to determine minimum temporary markings. The FAA Airports project manager will, wherever a runway is closed, coordinate with the appropriate FAA Flight Standards Office and disseminate findings to all parties. Where possible, the temporary markings on finish grade pavements should be placed to mirror the dimensions of the final markings. Markings must be in compliance with the standards of <u>AC 150/5340-1</u>, *Standards for Airport Markings*, except as noted herein. Runways and runway exit taxiways closed to aircraft operations are marked with a yellow X. The preferred visual aid to depict temporary runway closure is the lighted X signal placed on or near the runway designation numbers. (See paragraph <u>2.18.2.1.2</u>.)

2.18.2.1 **Closed Runways and Taxiways.**

2.18.2.1.1 <u>Permanently Closed Runways.</u>

For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place an X at each end and at 1,000-foot (300 m) intervals. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X.

2.18.2.1.2 <u>Temporarily Closed Runways.</u>

For runways that have been temporarily closed, place an X at each end of the runway directly on or as near as practicable to the runway designation numbers. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X. See <u>Figure 2-3</u>. See also paragraph 2.18.3.3.

2.18.2.1.3 Partially Closed Runways and Displaced Thresholds.

When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, the markings must comply with <u>AC 150/5340-1</u>. An X is not used on a partially closed runway or a runway with a displaced threshold. See paragraph <u>2.7.1.1</u> for the difference between partially closed runways and runways with displaced thresholds. Because of the temporary nature of threshold displacement due to construction, it is not necessary to re-adjust the existing runway centerline markings to meet standard spacing for a runway with a visual approach. Some of the requirements below may be waived in the cases of low-activity airports and/or short duration changes that are measured in days rather than weeks. Consider whether the presence of an airport traffic

control tower allows for the development of special procedures. Contact the appropriate FAA Airports Regional or District Office for assistance.



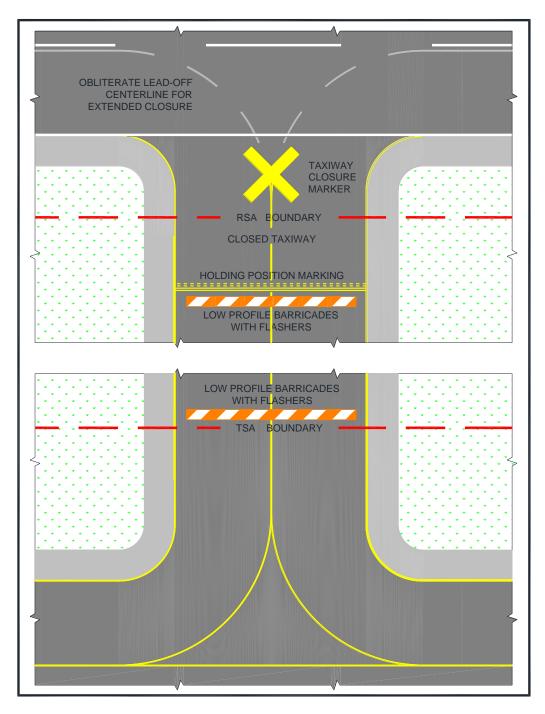
Figure 2-3. Markings for a Temporarily Closed Runway

- 1. **Partially Closed Runways.** Pavement markings for temporary closed portions of the runway consist of a runway threshold bar, runway designation, and yellow chevrons to identify pavement areas that are unsuitable for takeoff or landing (see <u>AC 150/5340-1</u>). Obliterate or cover markings prior to the moved threshold. Existing touchdown zone markings beyond the moved threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See Figure 2-4.
- Displaced Thresholds. Pavement markings for a displaced threshold consist of a runway threshold bar, runway designation, and white arrowheads with and without arrow shafts. These markings are required to identify the portion of the runway before the displaced threshold to provide centerline guidance for pilots during approaches, takeoffs, and landing rollouts from the opposite direction. See <u>AC 150/5340-1</u>. Obliterate markings prior to the displaced threshold. Existing touchdown zone markings beyond the displaced threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See Figure 2-2.

2.18.2.1.4 <u>Taxiways.</u>

1. **Permanently Closed Taxiways.** <u>AC 150/5300-13</u> *Airport Design,* notes that it is preferable to remove the pavement, but for pavement that is to remain, place an X at the entrance to both ends of the closed section. Obliterate taxiway centerline markings, including runway leadoff lines, leading to the closed taxiway. See <u>Figure 2-4</u>.

Figure 2-4. Temporary Taxiway Closure



2. **Temporarily Closed Taxiways.** Place barricades outside the safety area of intersecting taxiways. For runway/taxiway intersections, place an X at the entrance to the closed taxiway from the runway. If the taxiway will be closed for an extended period, obliterate taxiway centerline markings, including runway leadoff lines and taxiway to taxiway turns, leading to the closed section. Always obliterate runway lead-off lines for high speed exits, regardless of the duration of the closure. If the centerline markings will be reused upon reopening the taxiway, it is preferable to paint over the marking. This will result in less damage to the pavement when the upper layer of paint is ultimately removed. See Figure 2-4.

2.18.2.1.5 <u>Temporarily Closed Airport.</u> When the airport is closed temporarily, mark all the runways as closed.

- 2.18.2.2 If unable to paint temporary markings on the pavement, construct them from any of the following materials: fabric, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and appropriately secured to prevent movement by prop wash, jet blast, or other wind currents. Items used to secure such markings must be of a color similar to the marking.
- 2.18.2.3 It may be necessary to remove or cover runway markings, including but not limited to, runway designation markings, threshold markings, centerline markings, edge stripes, touchdown zone markings and aiming point markings, depending on the length of construction and type of activity at the airport. When removing runway markings, apply the same treatment to areas between stripes or numbers, as the cleaned area will appear to pilots as a marking in the shape of the treated area.
- 2.18.2.4 If it is not possible to install threshold bars, chevrons, and arrows on the pavement, "temporary outboard white threshold bars and yellow arrowheads", see <u>Figure 2-5</u>, may be used. Locate them outside of the runway pavement surface on both sides of the runway. The dimensions must be as shown in <u>Figure 2-5</u>. If the markings are not discernible on grass or snow, apply a black background with appropriate material over the ground to ensure they are clearly visible.
- 2.18.2.5 The application rate of paint to mark a short-term temporary runway and taxiway markings may deviate from the standard (see Item P-620, "Runway and Taxiway Painting," in <u>AC 150/5370-10</u>), but the dimensions must meet the existing standards. When applying temporary markings at night, it is recommended that the fast curing, Type II paint be used to help offset the higher humidity and cooler temperatures often experienced at night. Diluting the paint will substantially increase cure time and is not recommended. Glass beads are not recommended for temporary markings. Striated markings may also be used for certain temporary markings. <u>AC</u>

<u>150/5340-1</u>, *Standards for Airport Markings*, has additional guidance on temporary markings.

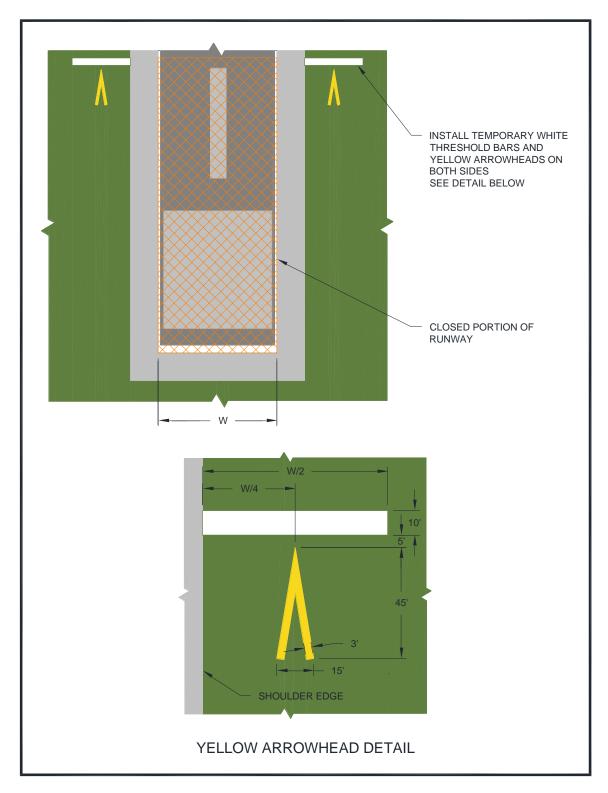


Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads

2.18.3 Lighting and Visual NAVAIDs.

This paragraph refers to standard runway and taxiway lighting systems. See below for hazard lighting. Lighting installation must be in conformance with AC 150/5340-30, Design and Installation Details for Airport Visual Aids, and fixture design in conformance with AC 150/5345-50, Specification for Portable Runway and Taxiway Lights. When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. See AC 150/5340-26, Maintenance of Airport Visual Aid Facilities, for disconnect procedures and safety precautions. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources. Maintain mandatory hold signs to operate normally in any situation where pilots or vehicle drivers could mistakenly be in that location. At towered airports certificated under Part 139, holding position signs are required to be illuminated on open taxiways crossing to closed or inactive runways. If the holding position sign is installed on the runway circuit for the closed runway, install a jumper to the taxiway circuit to provide power to the holding position sign for nighttime operations. Where it is not possible to maintain power to signs that would normally be operational, install barricades to exclude aircraft. Figure 2-1, Figure 2-2, Figure 2-3, and Figure 2-4 illustrate temporary changes to lighting and visual NAVAIDs.

2.18.3.1 **Permanently Closed Runways and Taxiways.**

For runways and taxiways that have been permanently closed, disconnect the lighting circuits.

2.18.3.2 Temporarily Closed Runways and New Runways Not Yet Open to Air Traffic.

If available, use a lighted X, both at night and during the day, placed at each end of the runway on or near the runway designation numbers facing the approach. (Note that the lighted X must be illuminated at all times that it is on a runway.) The use of a lighted X is required if night work requires runway lighting to be on. See <u>AC 150/5345-55</u>, *Specification for L-893*, *Lighted Visual Aid to Indicate Temporary Runway Closure*. For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, disconnect the lighting circuits or secure switches to prevent inadvertent activation. For runways that will be opened periodically, coordinate procedures with the FAA air traffic manager or, at airports without an ATCT, the airport operator. Activate stop bars if available. <u>Figure 2-6</u> shows a lighted X by day. <u>Figure 2-7</u> shows a lighted X at night.





Figure 2-7. Lighted X at Night



2.18.3.3 **Partially Closed Runways and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing and landing or taking off in either direction. A displaced threshold, by contrast, is put in place to ensure obstacle clearance by landing aircraft. The pavement prior to the displaced threshold is available for takeoff in the direction of the displacement, and for landing and takeoff in the opposite direction. Misunderstanding this difference and issuance of a subsequently inaccurate NOTAM can result in a hazardous situation. For both partially closed runways and displaced thresholds, approach lighting systems at the affected end must be placed out of service.

2.18.3.3.1 <u>Partially Closed Runways.</u>

Disconnect edge and threshold lights on that part of the runway at and behind the threshold (that is, the portion of the runway that is closed). Alternately, cover the light fixtures in such a way as to prevent light leakage. See Figure 2-1.

2.18.3.3.2 <u>Temporary Displaced Thresholds.</u>

Edge lighting in the area of the displacement emits red light in the direction of approach and yellow light (white for visual runways) in the opposite direction. If the displacement is 700 feet or less, blank out centerline lights in the direction of approach or place the centerline lights out of service. If the displacement is over 700 feet, place the centerline lights out of service. See <u>AC 150/5340-30</u> for details on lighting displaced thresholds. See <u>Figure 2-2</u>.

- 2.18.3.3.3 Temporary runway thresholds and runway ends must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions.
- 2.18.3.3.4 A temporary threshold on an unlighted runway may be marked by retroreflective, elevated markers in addition to markings noted in paragraph <u>2.18.2.1.3</u>. Markers seen by aircraft on approach are green. Markers at the rollout end of the runway are red. At certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR Part 139.309). At non-certificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See <u>AC 150/5345-39</u>, *Specification for L-853*, *Runway and Taxiway Retroreflective Markers*.
- 2.18.3.3.5 Temporary threshold lights and runway end lights and related visual NAVAIDs are installed outboard of the edges of the full-strength pavement only when they cannot be installed on the pavement. They are installed with bases at grade level or as low as possible, but not more than 3 inch (7.6 cm) above ground. (The standard above ground height for airport lighting fixtures is 14 inches (35 cm)). When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage. See <u>AC 150/5370-10</u>.
- 2.18.3.3.6 Maintain threshold and edge lighting color and spacing standards as described in <u>AC 150/5340-30</u>. Battery powered, solar, or portable lights that meet the criteria in <u>AC 150/5345-50</u> may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operations but may

be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

- 2.18.3.3.7 When runway thresholds are temporarily displaced, reconfigure yellow lenses (caution zone), as necessary, and place the centerline lights out of service.
- 2.18.3.3.8 Relocate the Visual Glide Slope Indicator (VGSI), such as Visual Approach Slope Indicator (VASI) and Precision Approach Path Indicator (PAPI); other airport lights, such as Runway End Identifier Lights (REIL); and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI, coordinate its installation or disabling with the local ATO/Technical Operations Office. Relocation of such visual aids will depend on the duration of the project and the benefits gained from the relocation, as this can result in great expense. See FAA JO 6850.2, *Visual Guidance Lighting Systems*, for installation criteria for FAA owned and operated NAVAIDs.
- 2.18.3.3.9 Issue a NOTAM to inform pilots of temporary lighting conditions.

2.18.3.4 **Temporarily Closed Taxiways.**

If possible, deactivate the taxiway lighting circuits. When deactivation is not possible (for example other taxiways on the same circuit are to remain open), cover the light fixture in a way as to prevent light leakage.

2.18.4 Signs.

To the extent possible, signs must be in conformance with <u>AC 150/5345-44</u>, *Specification for Runway and Taxiway Signs*, and <u>AC 150/5340-18</u>, *Standard for Airport Sign Systems*.

2.18.4.1 **Existing Signs.**

Runway exit signs are to be covered for closed runway exits. Outbound destination signs are to be covered for closed runways. Any time a sign does not serve its normal function or would provide conflicting information, it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.

2.18.4.2 **Temporary Signs.**

Orange construction signs comprise a message in black on an orange background. Orange construction signs may help pilots be aware of changed conditions. The airport operator may choose to introduce these signs as part of a movement area construction project to increase situational awareness when needed. Locate signs outside the taxiway safety limits and ahead of construction areas so pilots can take timely action. Use temporary signs judiciously, striking a balance between the need for information and the increase in pilot workload. When there is a concern of pilot "information overload," the applicability of mandatory hold signs must take precedence over orange construction signs recommended during construction. Temporary signs must meet the standards for such signs in Engineering Brief 93, Guidance for the Assembly and Installation of Temporary Orange Construction Signs. Many criteria in AC 150/5345-44, Specification for Runway and Taxiway Signs, are referenced in the Engineering Brief. Permissible sign legends are:

- 1. CONSTRUCTION AHEAD,
- 2. CONSTRUCTION ON RAMP, and
- 3. RWY XX TAKEOFF RUN AVAILABLE XXX FT.

Phasing, supported by drawings and sign schedule, for the installation of orange construction signs must be included in the CSPP or SPCD.

2.18.4.2.1 <u>Takeoff Run Available (TORA) signs.</u>

Recommended: Where a runway has been shortened for takeoff, install orange TORA signs well before the hold lines, such as on a parallel taxiway prior to a turn to a runway hold position. See EB 93 for sign size and location.

2.18.4.2.2 Sign legends are shown in <u>Figure F-1</u>.

Note: See Figure E-1, Figure E-2, Figure E-3, Figure F-2, and Figure F-3 for examples of orange construction sign locations.

2.19 Marking and Signs for Access Routes.

The CSPP should indicate that pavement markings and signs for construction personnel will conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of <u>AC 150/5220-23</u>, *Frangible Connections*, which may require modification to size and height guidance in the MUTCD.

2.20 Hazard Marking, Lighting and Signing.

2.20.1 Hazard marking, lighting, and signing prevent pilots from entering areas closed to aircraft, and prevent construction personnel from entering areas open to aircraft. The CSPP must specify prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

2.20.2 Equipment.

2.20.2.1 Barricades.

Low profile barricades, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. For example, if barricades are intended to exclude aircraft, gaps between barricades must be smaller than the wingspan of the smallest aircraft to be excluded; if barricades are intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet (1.2 meters). Provision must be made for ARFF access if necessary. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished through the use of ropes, securely attached to prevent FOD.

2.20.2.2 Lights.

Lights must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet (3 meters). Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.

2.20.2.3 **Supplement Barricades with Signs (for example) As Necessary.** Examples are "No Entry" and "No Vehicles." Be aware of the increased effects of wind and jet blast on barricades with attached signs.

2.20.2.4 Air Operations Area – General.

Barricades are not permitted in any active safety area or on the runway side of a runway hold line. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, highly reflective collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 inch (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway / taxilane safety area, or apron must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, and other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inch (7.6 cm) above the ground. Figure 2-8 and Figure 2-9 show sample barricades with proper coloring and flags.

Figure 2-8. Interlocking Barricades



Figure 2-9. Low Profile Barricades



2.20.2.5 Air Operations Area – Runway/Taxiway Intersections.

Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, even for closures of relatively short duration, close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.

2.20.2.6 Air Operations Area – Other.

Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.

2.20.2.7 Maintenance.

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

2.21 Work Zone Lighting for Nighttime Construction.

Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. Refer to <u>AC 150/5370-10</u> for minimum illumination levels for nighttime paving projects. Additionally, it is recommended that all support equipment, except haul trucks, be equipped with artificial illumination to safely

illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from ATCT cabs and active runways to prevent blinding effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. Construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways.

2.22 **Protection of Runway and Taxiway Safety Areas.**

Runway and taxiway safety areas, OFZs, OFAs, and approach surfaces are described in <u>AC 150/5300-13</u>. Protection of these areas includes limitations on the location and height of equipment and stockpiled material. An FAA airspace study may be required. Coordinate with the appropriate FAA Airports Regional or District Office if there is any doubt as to requirements or dimensions (see paragraph <u>2.13.5</u>) as soon as the location and height of materials or equipment are known. The CSPP should include drawings showing all safety areas, object free areas, obstacle free zones and approach departure surfaces affected by construction.

2.22.1 Runway Safety Area (RSA).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see <u>AC 150/5300-13</u>). Construction activities within the existing RSA are subject to the following conditions:

- 2.22.1.1 No construction may occur within the existing RSA while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction. (See <u>AC 150/5300-13</u>). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published, and appropriate NOTAMs issued. See <u>AC 150/5300-13</u> for guidance on the use of declared distances.
- 2.22.1.2 The airport operator must coordinate the adjustment of RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.
- 2.22.1.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations.

2.22.1.4 Excavations.

- 2.22.1.4.1 Open trenches or excavations are not permitted within the RSA while the runway is open. Backfill trenches before the runway is opened. If backfilling excavations before the runway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the runway across the trench without damage to the aircraft.
- 2.22.1.4.2 Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.1.5 **Erosion Control.**

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and fire fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.2 Runway Object Free Area (ROFA).

Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

2.22.3 <u>Taxiway Safety Area (TSA).</u>

- 2.22.3.1 A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. (See <u>AC 150/5300-13</u>.) Since the width of the TSA is equal to the wingspan of the design aircraft, no construction may occur within the TSA while the taxiway is open for aircraft operations. The TSA dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a TSA that is equal to the TSA width available during construction. Give special consideration to TSA dimensions at taxiway turns and intersections. (see <u>AC 150/5300-13</u>).
- 2.22.3.2 The airport operator must coordinate the adjustment of the TSA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.

2.22.3.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations.

2.22.3.4 Excavations.

- 1. Curves. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.
- 2. Straight Sections. Open trenches or excavations are not permitted within the TSA while the taxiway is open for unrestricted aircraft operations. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations to allow the safe passage of ARFF equipment and of the heaviest aircraft operating on the taxiway across the trench without causing damage to the equipment or aircraft. In rare circumstances where the section of taxiway is indispensable for aircraft movement, open trenches or excavations may be permitted in the TSA while the taxiway is open to aircraft operations, subject to the following restrictions:
 - a. Taxiing speed is limited to 10 mph.
 - b. Appropriate NOTAMs are issued.
 - c. Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
 - d. Low mass, low-profile lighted barricades are installed.
 - e. Appropriate temporary orange construction signs are installed.
- 3. Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.3.5 **Erosion control.**

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.4 Taxiway Object Free Area (TOFA).

Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent. Except as provided below, no construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

- 2.22.4.1 The taxiway object free area dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a taxiway object free area that is equal to the taxiway object free area width available. Give special consideration to TOFA dimensions at taxiway turns and intersections.
- 2.22.4.2 Offset taxiway centerline and edge pavement markings (do not use glass beads) may be used as a temporary measure to provide the required taxiway object free area. Where offset taxiway pavement markings are provided, centerline lighting, centerline reflectors, or taxiway edge reflectors are required. Existing lighting that does not coincide with the temporary markings must be taken out of service.
- 2.22.4.3 Construction activity, including open excavations, may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:
- 2.22.4.3.1 Taxiing speed is limited to 10 mph.
- 2.22.4.3.2 NOTAMs issued advising taxiing pilots of hazard and recommending reduced taxiing speeds on the taxiway.
- 2.22.4.3.3 Marking and lighting meeting the provisions of paragraphs <u>2.18</u> and <u>2.20</u> are implemented.
- 2.22.4.3.4 If desired, appropriate orange construction signs are installed. See paragraph <u>2.18.4.2</u> and <u>Appendix F</u>.
- 2.22.4.3.5 Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the usable pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.
- 2.22.4.3.6 Flaggers furnished by the contractor must be used to direct and control construction equipment and personnel to a pre-established setback distance for safe passage of aircraft, and airline and/or airport personnel. Flaggers must also be used to direct taxiing aircraft. Due to liability issues, the airport operator should require airlines to provide flaggers for directing taxiing aircraft.

2.22.5 Obstacle Free Zone (OFZ).

In general, personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6 <u>Runway Approach/Departure Areas and Clearways.</u>

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in <u>AC 150/5300-13</u>. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6.1 Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport operator with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

2.22.6.2 Caution About Partial Runway Closures.

When filing a NOTAM for a partial runway closure, clearly state that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold). There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition).

2.22.6.3 **Caution About Displaced Thresholds.**

Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA), such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, or other work within the existing RSA of any usable runway end, do not implement a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

2.23 **Other Limitations on Construction.**

The CSPP must specify any other limitations on construction, including but not limited to:

2.23.1 Prohibitions.

| 2.23.1.1 | No use of tall equipment (cranes, concrete pumps, and so on) unless a |
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| | 7460-1 determination letter is issued for such equipment. |

- 2.23.1.2 No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
- 2.23.1.3 No use of electrical blasting caps on or within 1,000 feet (300 meters) of the airport property. See <u>AC 150/5370-10</u>.

2.23.2 <u>Restrictions.</u>

- 2.23.2.1 Construction suspension required during specific airport operations.
- 2.23.2.2 Areas that cannot be worked on simultaneously.
- 2.23.2.3 Day or night construction restrictions.
- 2.23.2.4 Seasonal construction restrictions.
- 2.23.2.5 Temporary signs not approved by the airport operator.
- 2.23.2.6 Grades changes that could result in unplanned effects on NAVAIDs.

CHAPTER 3. GUIDELINES FOR WRITING A CSPP

3.1 General Requirements.

The CSPP is a standalone document written to correspond with the subjects outlined in paragraph 2.4. The CSPP is organized by numbered sections corresponding to each subject listed in paragraph 2.4, and described in detail in paragraphs 2.5 - 2.23. Each section number and title in the CSPP matches the corresponding subject outlined in paragraph 2.4 (for example, 1. Coordination, 2. Phasing, 3. Areas and Operations Affected by the Construction Activity, and so on). With the exception of the project scope of work outlined in Section 2. Phasing, only subjects specific to operational safety during construction should be addressed.

3.2 **Applicability of Subjects.**

Each section should, to the extent practical, focus on the specific subject. Where an overlapping requirement spans several sections, the requirement should be explained in detail in the most applicable section. A reference to that section should be included in all other sections where the requirement may apply. For example, the requirement to protect existing underground FAA ILS cables during trenching operations could be considered FAA ATO coordination (Coordination, paragraph 2.5.3), an area and operation affected by the construction activity (Areas and Operations Affected by the Construction Activity, paragraph 2.7.1.4), a protection of a NAVAID (Protection of Navigational Aids (NAVAIDs), paragraph 2.8), or a notification to the FAA of construction activities (Notification of Construction Activities, paragraph 2.13.5.3.2). However, it is more specifically an underground utility requirement (Underground Utilities, paragraph 2.15). The procedure for protecting underground ILS cables during trenching operations should therefore be described in 2.4.2.11: "The contractor must coordinate with the local FAA System Support Center (SSC) to mark existing ILS cable routes along Runway 17-35. The ILS cables will be located by hand digging whenever the trenching operation moves within 10 feet of the cable markings." All other applicable sections should include a reference to 2.4.2.11: "ILS cables shall be identified and protected as described in 2.4.2.11" or "See 2.4.2.11 for ILS cable identification and protection requirements." Thus, the CSPP should be considered as a whole, with no need to duplicate responses to related issues.

3.3 Graphical Representations.

Construction safety drawings should be included in the CSPP as attachments. When other graphical representations will aid in supporting written statements, the drawings, diagrams, and/or photographs should also be attached to the CSPP. References should be made in the CSPP to each graphical attachment and may be made in multiple sections.

3.4 **Reference Documents.**

The CSPP must not incorporate a document by reference unless reproduction of the material in that document is prohibited. In that case, either copies of or a source for the referenced document must be provided to the contractor. Where this AC recommends references (e.g. as in paragraph <u>3.9</u>) the intent is to include a reference to the corresponding section in the CSPP, not to this Advisory Circular.

3.5 **Restrictions.**

The CSPP should not be considered as a project design review document. The CSPP should also avoid mention of permanent ("as-built") features such as pavements, markings, signs, and lighting, except when such features are intended to aid in maintaining operational safety during the construction.

3.6 **Coordination.**

Include in this section a detailed description of conferences and meetings to be held both before and during the project. Include appropriate information from <u>AC 150/5370-12</u>. Discuss coordination procedures and schedules for each required FAA ATO Technical Operations shutdown and restart and all required flight inspections.

3.7 Phasing.

Include in this section a detailed scope of work description for the project as a whole and each phase of work covered by the CSPP. This includes all locations and durations of the work proposed. Attach drawings to graphically support the written scope of work. Detail in this section the sequenced phases of the proposed construction. Include a reference to paragraph <u>3.8</u>, as appropriate.

3.8 Areas and Operations Affected by Construction.

Focus in this section on identifying the areas and operations affected by the construction. Describe corresponding mitigation that is not covered in detail elsewhere in the CSPP. Include references to paragraphs below as appropriate. Attach drawings as necessary to graphically describe affected areas and mechanisms proposed. See <u>Appendix F</u> for sample operational effects tables and figures.

3.9 NAVAID Protection.

List in this section all NAVAID facilities that will be affected by the construction. Identify NAVAID facilities that will be placed out of service at any time prior to or during construction activities. Identify individuals responsible for coordinating each shutdown and when each facility will be out of service. Include a reference to paragraph <u>3.6 for FAA ATO NAVAID shutdown, restart, and flight inspection coordination.</u> Outline in detail procedures to protect each NAVAID facility remaining in service from interference by construction activities. Include a reference to paragraph <u>3.14 for the</u> issuance of NOTAMs as required. Include a reference to paragraph 3.16 for the protection of underground cables and piping serving NAVAIDs. If temporary visual aids are proposed to replace or supplement existing facilities, include a reference to paragraph 3.19. Attach drawings to graphically indicate the affected NAVAIDS and the corresponding critical areas.

3.10 Contractor Access.

This will necessarily be the most extensive section of the CSPP. Provide sufficient detail so that a contractor not experienced in working on airports will understand the unique restrictions such work will require. Due to this extent, it should be broken down into subsections as described below:

3.10.1 Location of Stockpiled Construction Materials.

Describe in this section specific locations for stockpiling material. Note any height restrictions on stockpiles. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify stockpiles. Include a reference to paragraph 3.11 for provisions to prevent stockpile material from becoming wildlife attractants. Include a reference to paragraph 3.12 for provisions to prevent stockpile material from becoming FOD. Attach drawings to graphically indicate the stockpile locations.

3.10.2 Vehicle and Pedestrian Operations.

While there are many items to be addressed in this major subsection of the CSPP, all are concerned with one main issue: keeping people and vehicles from areas of the airport where they don't belong. This includes preventing unauthorized entry to the AOA and preventing the improper movement of pedestrians or vehicles on the airport. In this section, focus on mechanisms to prevent construction vehicles and workers traveling to and from the worksite from unauthorized entry into movement areas. Specify locations of parking for both employee vehicles and construction equipment, and routes for access and haul roads. In most cases, this will best be accomplished by attaching a drawing. Quote from AC 150/5210-5 specific requirements for contractor vehicles rather than referring to the AC as a whole, and include special requirements for identifying HAZMAT vehicles. Quote from, rather than incorporate by reference, AC 150/5210-20 as appropriate to address the airport's rules for ground vehicle operations, including its training program. Discuss the airport's recordkeeping system listing authorized vehicle operators.

3.10.3 <u>Two-Way Radio Communications.</u>

Include a special section to identify all individuals who are required to maintain communications with Air Traffic (AT) at airports with active towers, or monitor CTAF at airports without or with closed ATCT. Include training requirements for all individuals required to communicate with AT. Individuals required to monitor AT frequencies should also be identified. If construction employees are also required to communicate by radio with Airport Operations, this procedure should be described in detail. Usage of vehicle mounted radios and/or portable radios should be addressed. Communication procedures for the event of disabled radio communication (that is, light signals, telephone numbers, others) must be included. All radio frequencies should by identified (Tower, Ground Control, CTAF, UNICOM, ATIS, and so on).

3.10.4 <u>Airport Security.</u>

Address security as it applies to vehicle and pedestrian operations. Discuss TSA requirements, security badging requirements, perimeter fence integrity, gate security, and other needs. Attach drawings to graphically indicate secured and/or Security Identification Display Areas (SIDA), perimeter fencing, and available access points.

3.11 Wildlife Management.

Discuss in this section wildlife management procedures. Describe the maintenance of existing wildlife mitigation devices, such as perimeter fences, and procedures to limit wildlife attractants. Include procedures to notify Airport Operations of wildlife encounters. Include a reference to paragraph <u>3.10</u> for security (wildlife) fence integrity maintenance as required.

3.12 FOD Management.

In this section, discuss methods to control and monitor FOD: worksite housekeeping, ground vehicle tire inspections, runway sweeps, and so on. Include a reference to paragraph 3.15 for inspection requirements as required.

3.13 HAZMAT Management.

Describe in this section HAZMAT management procedures: fuel deliveries, spill recovery procedures, Safety Data Sheet (SDS), Material Safety Data Sheet (MSDS) or Product Safety Data Sheet (PSDS) availability, and other considerations. Any specific airport HAZMAT restrictions should also be identified. Include a reference to paragraph <u>3.10</u> for HAZMAT vehicle identification requirements. Quote from, rather than incorporate by reference, <u>AC 150/5320-15</u>.

3.14 Notification of Construction Activities.

List in this section the names and telephone numbers of points of contact for all parties affected by the construction project. We recommend a single list that includes all telephone numbers required under this section. Include emergency notification procedures for all representatives of all parties potentially impacted by the construction. Identify individual representatives – and at least one alternate – for each party. List both on-duty and off-duty contact information for each individual, including individuals responsible for emergency maintenance of airport construction hazard lighting and barricades. Describe procedures to coordinate immediate response to events that might adversely affect the operational safety of the airport (such as interrupted NAVAID service). Explain requirements for and the procedures for the issuance of Notices to Airmen (NOTAMs), notification to FAA required by 14 CFR Part 77 and Part 157 and in the event of affected NAVAIDs. For NOTAMs, identify an individual, and at least one alternate, responsible for issuing and cancelling each specific type of Notice to

Airmen (NOTAM) required. Detail notification methods for police, fire fighting, and medical emergencies. This may include 911, but should also include direct phone numbers of local police departments and nearby hospitals. Identify the E911 address of the airport and the emergency access route via haul roads to the construction site. Require the contractor to have this information available to all workers. The local Poison Control number should be listed. Procedures regarding notification of Airport Operations and/or the ARFF Department of such emergencies should be identified, as applicable. If airport radio communications are identified as a means of emergency notification of ARFF personnel, the latter including activities that affect ARFF water supplies and access roads. Identify the primary ARFF contact person and at least one alternate. If notification is to be made through Airport Operations, then detail this procedure. Include a method of confirmation from the ARFF department.

3.15 **Inspection Requirements.**

Describe in this section inspection requirements to ensure airfield safety compliance. Include a requirement for routine inspections by the resident engineer (RE) or other airport operator's representative and the construction contractors. If the engineering consultants and/or contractors have a Safety Officer who will conduct such inspections, identify this individual. Describe procedures for special inspections, such as those required to reopen areas for aircraft operations. Part 139 requires daily airfield inspections at certificated airports, but these may need to be more frequent when construction is in progress. Discuss the role of such inspections on areas under construction. Include a requirement to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

3.16 Underground Utilities.

Explain how existing underground utilities will be located and protected. Identify each utility owner and include contact information for each company/agency in the master list. Address emergency response procedures for damaged or disrupted utilities. Include a reference to paragraph <u>3.14</u> for notification of utility owners of accidental utility disruption as required.

3.17 **Penalties.**

Describe in this section specific penalties imposed for noncompliance with airport rules and regulations, including the CSPP: SIDA violations, VPD, and others.

3.18 **Special Conditions.**

Identify any special conditions that may trigger specific safety mitigation actions outlined in this CSPP: low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, VPD, and other activities requiring construction suspension/resumption. Include a reference to paragraph <u>3.10</u> for compliance with airport safety and security measures and for radio communications as required. Include

a reference to paragraph <u>3.14</u> for emergency notification of all involved parties, including police/security, ARFF, and medical services.

3.19 Runway and Taxiway Visual Aids.

Include marking, lighting, signs, and visual NAVAIDS. Detail temporary runway and taxiway marking, lighting, signs, and visual NAVAIDs required for the construction. Discuss existing marking, lighting, signs, and visual NAVAIDs that are temporarily, altered, obliterated, or shut down. Consider non-federal facilities and address requirements for reimbursable agreements necessary for alteration of FAA facilities and for necessary flight checks. Identify temporary TORA signs or runway distance remaining signs if appropriate. Identify required temporary visual NAVAIDs such as REIL or PAPI. Quote from, rather than incorporate by reference, <u>AC 150/5340-1</u>, *Standards for Airport Markings; <u>AC 150/5340-18</u>, <i>Standards for Airport Sign Systems;* and <u>AC 150/5340-30</u>, as required. Attach drawings to graphically indicate proposed marking, lighting, signs, and visual NAVAIDs.

3.20 Marking and Signs for Access Routes.

Detail plans for marking and signs for vehicle access routes. To the extent possible, signs should be in conformance with the Federal Highway Administration MUTCD and/or State highway specifications, not hand lettered. Detail any modifications to the guidance in the MUTCD necessary to meet frangibility/height requirements.

3.21 Hazard Marking and Lighting.

Specify all marking and lighting equipment, including when and where each type of device is to be used. Specify maximum gaps between barricades and the maximum spacing of hazard lighting. Identify one individual and at least one alternate responsible for maintenance of hazard marking and lighting equipment in the master telephone list. Include a reference to paragraph <u>3.14</u>. Attach drawings to graphically indicate the placement of hazard marking and lighting equipment.

3.22 Work Zone Lighting for Nighttime Construction.

If work is to be conducted at night, specify all lighting equipment, including when and where each type of device is to be used. Indicate the direction lights are to be aimed and any directions that aiming of lights is prohibited. Specify any shielding necessary in instances where aiming is not sufficient to prevent interference with air traffic control and aircraft operations. Attach drawings to graphically indicate the placement and aiming of lighting equipment. Where the plan only indicates directions that aiming of lights is prohibited, the placement and positioning of portable lights must be proposed by the Contractor and approved by the airport operator's representative each time lights are relocated or repositioned.

3.23 **Protection of Runway and Taxiway Safety Areas.**

This section should focus exclusively on procedures for protecting all safety areas, including those altered by the construction: methods of demarcation, limit of access, movement within safety areas, stockpiling and trenching restrictions, and so on. Reference AC 150/5300-13, as required. Include a reference to paragraph 3.10 for procedures regarding vehicle and personnel movement within safety areas. Include a reference to paragraph 3.10 for material stockpile restrictions as required. Detail requirements for trenching, excavations, and backfill. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify open excavations as required. If runway and taxiway closures are proposed to protect safety areas, or if temporary displaced thresholds and/or revised declared distances are used to provide the required Runway Safety Area, include a reference to paragraphs 3.14 and 3.19. Detail procedures for protecting the runway OFZ, runway OFA, taxiway OFA and runway approach surfaces including those altered by the construction: methods of demarcation, limit of cranes, storage of equipment, and so on. Quote from, rather than incorporate by reference, AC 150/5300-13, as required. Include a reference to paragraph 3.24 for height (i.e., crane) restrictions as required. One way to address the height of equipment that will move during the project is to establish a three-dimensional "box" within which equipment will be confined that can be studied as a single object. Attach drawings to graphically indicate the safety area, OFZ, and OFA boundaries.

3.24 **Other Limitations on Construction.**

This section should describe what limitations must be applied to each area of work and when each limitation will be applied: limitations due to airport operations, height (i.e., crane) restrictions, areas which cannot be worked at simultaneously, day/night work restrictions, winter construction, and other limitations. Include a reference to paragraph 3.7 for project phasing requirements based on construction limitations as required.

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APPENDIX A. RELATED READING MATERIAL

Obtain the latest version of the following free publications from the FAA on its Web site at <u>http://www.faa.gov/airports/</u>.

| Number | Title and Description |
|-----------------------|---|
| AC 150/5200-28 | Notices to Airmen (NOTAMs) for Airport Operators |
| | Guidance for using the NOTAM System in airport reporting. |
| <u>AC 150/5200-30</u> | Airport Field Condition Assessments and Winter Operations Safety |
| | Guidance for airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures. |
| <u>AC 150/5200-33</u> | Hazardous Wildlife Attractants On or Near Airports |
| | Guidance on locating certain land uses that might attract hazardous wildlife to public-use airports. |
| <u>AC 150/5210-5</u> | Painting, Marking, and Lighting of Vehicles Used on an Airport |
| | Guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas. |
| <u>AC 150/5210-20</u> | <i>Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports</i> |
| | Guidance to airport operators on developing ground vehicle operation training programs. |
| <u>AC 150/5300-13</u> | Airport Design |
| | FAA standards and recommendations for airport design. Establishes approach visibility minimums as an airport design parameter, and contains the Object Free area and the obstacle free-zone criteria. |
| <u>AC 150/5210-24</u> | Airport Foreign Object Debris (FOD) Management |
| | Guidance for developing and managing an airport foreign object debris (FOD) program |

Table A-1. FAA Publications

| Number | Title and Description |
|-----------------------|---|
| <u>AC 150/5320-15</u> | Management of Airport Industrial Waste |
| | Basic information on the characteristics, management, and regulations of industrial wastes generated at airports. Guidance for developing a Storm Water Pollution Prevention Plan (SWPPP) that applies best management practices to eliminate, prevent, or reduce pollutants in storm water runoff with particular airport industrial activities. |
| <u>AC 150/5340-1</u> | Standards for Airport Markings |
| | FAA standards for the siting and installation of signs on airport runways and taxiways. |
| <u>AC 150/5340-18</u> | Standards for Airport Sign Systems |
| | FAA standards for the siting and installation of signs on airport runways and taxiways. |
| AC 150/5345-28 | Precision Approach Path Indicator (PAPI) Systems |
| | FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing. |
| <u>AC 150/5340-30</u> | Design and Installation Details for Airport Visual Aids |
| | Guidance and recommendations on the installation of airport visual aids. |
| <u>AC 150/5345-39</u> | Specification for L-853, Runway and Taxiway Retroreflective Markers |
| <u>AC 150/5345-44</u> | Specification for Runway and Taxiway Signs |
| | FAA specifications for unlighted and lighted signs for taxiways and runways. |
| AC 150/5345-53 | Airport Lighting Equipment Certification Program |
| | Details on the Airport Lighting Equipment Certification Program (ALECP). |
| <u>AC 150/5345-50</u> | Specification for Portable Runway and Taxiway Lights |
| | FAA standards for portable runway and taxiway lights and runway end identifier lights for temporary use to permit continued aircraft operations while all or part of a runway lighting system is inoperative. |
| <u>AC 150/5345-55</u> | Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure |

| Number | Title and Description |
|-----------------------|--|
| <u>AC 150/5370-10</u> | Standards for Specifying Construction of Airports |
| | Standards for construction of airports, including earthwork, drainage, paving, turfing, lighting, and incidental construction. |
| <u>AC 150/5370-12</u> | Quality Management for Federally Funded Airport Construction Projects |
| EB 93 | <i>Guidance for the Assembly and Installation of Temporary Orange</i> <i>Construction Signs</i> |
| FAA Order 5200.11 | FAA Airports (ARP) Safety Management System (SMS) |
| | Basics for implementing SMS within ARP. Includes roles and responsibilities of ARP management and staff as well as other FAA lines of business that contribute to the ARP SMS. |
| FAA Certalert 98-05 | Grasses Attractive to Hazardous Wildlife |
| | Guidance on grass management and seed selection. |
| FAA Form 7460-1 | Notice of Proposed Construction or Alteration |
| FAA Form 7480-1 | Notice of Landing Area Proposal |
| FAA Form 6000.26 | National NAS Strategic Interruption Service Level Agreement, Strategic Events Coordination, Airport Sponsor Form |

Obtain the latest version of the following free publications from the Electronic Code of Federal Regulations at <u>http://www.ecfr.gov/</u>.

Table A-2. Code of Federal Regulation

| Number | Title |
|------------------------|--|
| Title 14 CFR Part 77 | Safe, Efficient Use and Preservation of the Navigable Airspace |
| Title 14 CFR Part 139 | Certification of Airports |
| Title 49 CFR Part 1542 | Airport Security |

Obtain the latest version of the Manual on Uniform Traffic Control Devices from the Federal Highway Administration at <u>http://mutcd.fhwa.dot.gov/</u>.

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APPENDIX B. TERMS AND ACRONYMS

Table B-1. Terms and Acronyms

| Term | Definition |
|----------------------|---|
| Form 7460-1 | Notice of Proposed Construction or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, <i>Safe, Efficient Use, and Preservation of the Navigable Airspace</i> . (See guidance available on the FAA web site at https://oeaaa.faa.gov .) The form may be downloaded at https://www.faa.gov/airports/resources/forms/ , or filed electronically at: https://www.faa.gov . |
| Form 7480-1 | Notice of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport The form may be downloaded at <u>http://www.faa.gov/airports/resources/forms/</u> . |
| Form 6000-26 | Airport Sponsor Strategic Event Submission Form |
| AC | Advisory Circular |
| ACSI | Airport Certification Safety Inspector |
| ADG | Airplane Design Group |
| AIP | Airport Improvement Program |
| ALECP | Airport Lighting Equipment Certification Program |
| ANG | Air National Guard |
| AOA | Air Operations Area, as defined in 14 CFR Part 107. Means a portion of an airport, specified in the airport security program, in which security measures are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area of the airport terminal building. |
| ARFF | Aircraft Rescue and Fire Fighting |
| ARP | FAA Office of Airports |
| ASDA | Accelerate-Stop Distance Available |
| AT | Air Traffic |
| ATCT | Airport Traffic Control Tower |
| ATIS | Automatic Terminal Information Service |
| АТО | Air Traffic Organization |
| Certificated Airport | An airport that has been issued an Airport Operating Certificate by the FAA under |

| Term | Definition | | | | | |
|-------------------------|--|--|--|--|--|--|
| | the authority of 14 CFR Part 139, Certification of Airports. | | | | | |
| CFR | Code of Federal Regulations | | | | | |
| Construction | The presence of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft. | | | | | |
| CSPP | Construction Safety and Phasing Plan. 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. | | | | | |
| CTAF | Common Traffic Advisory Frequency | | | | | |
| Displaced Threshold | A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction. | | | | | |
| DOT | Department of Transportation | | | | | |
| EPA | Environmental Protection Agency | | | | | |
| FAA | Federal Aviation Administration | | | | | |
| FOD | Foreign Object Debris/Damage | | | | | |
| FSS | Flight Service Station | | | | | |
| GA | General Aviation | | | | | |
| HAZMAT | Hazardous Materials | | | | | |
| HMA | Hot Mix Asphalt | | | | | |
| IAP | Instrument Approach Procedures | | | | | |
| IFR | Instrument Flight Rules | | | | | |
| ILS | Instrument Landing System | | | | | |
| LDA | Landing Distance Available | | | | | |
| LOC | Localizer antenna array | | | | | |
| Movement Area | The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139). | | | | | |
| MSDS | Material Safety Data Sheet | | | | | |
| MUTCD | Manual on Uniform Traffic Control Devices | | | | | |
| NAVAID | Navigation Aid | | | | | |
| NAVAID Critical Area | An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal. | | | | | |
| Non-Movement Area | The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft. | | | | | |

| Term | Definition |
|-----------------------------|---|
| NOTAM | Notices to Airmen |
| Obstruction | Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C. |
| OCC | Operations Control Center |
| OE / AAA | Obstruction Evaluation / Airport Airspace Analysis |
| OFA | Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See <u>AC 150/5300-13</u> for additional guidance on OFA standards and wingtip clearance criteria.) |
| OFZ | Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to <u>AC 150/5300-13</u> for guidance on OFZ. |
| OSHA | Occupational Safety and Health Administration |
| OTS | Out of Service |
| P&R | Planning and Requirements Group |
| NPI | NAS Planning & Integration |
| PAPI | Precision Approach Path Indicator |
| PFC | Passenger Facility Charge |
| PLASI | Pulse Light Approach Slope Indicator |
| Project Proposal Summary | A clear and concise description of the proposed project or change that is the object of Safety Risk Management. |
| RA | Reimbursable Agreement |
| RE | Resident Engineer |
| REIL | Runway End Identifier Lights |
| RNAV | Area Navigation |
| ROFA | Runway Object Free Area |
| RSA | Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with <u>AC 150/5300-13</u> . |
| SDS | Safety Data Sheet |
| SIDA | Security Identification Display Area |
| SMS | Safety Management System |

| Term | Definition |
|-------------------------|--|
| SPCD | Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP. |
| SRM | Safety Risk Management |
| SSC | System Support Center |
| Taxiway Safety Area | A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with <u>AC 150/5300-13</u> . |
| TDG | Taxiway Design Group |
| Temporary | Any condition that is not intended to be permanent. |
| Temporary Runway End | The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold. |
| Threshold | The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced. |
| TODA | Takeoff Distance Available |
| TOFA | Taxiway Object Free Area |
| TORA | Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See <u>AC 150/5300-13</u> for guidance on declared distances. |
| TSA | Taxiway Safety Area, or Transportation Security Administration |
| UNICOM | A radio communications system of a type used at small airports. |
| VASI | Visual Approach Slope Indicator |
| VGSI | Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicator (PAPI), visual approach slope indicator (VASI), and pulse light approach slope indicator (PLASI). |
| VFR | Visual Flight Rules |
| VOR | Very High Frequency Omnidirectional Radio Range |
| VPD | Vehicle / Pedestrian Deviation |

APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to <u>Chapter 2</u>. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

| Coordination | Reference | Addressed? | | Remarks | | | | |
|---|-------------------|--------------|----------|---------|--|--|--|--|
| | | Yes | No | NA | | | | |
| General Considerations | | | | | | | | |
| Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified. | <u>2.5</u> | | | | | | | |
| Operational safety is a standing agenda item for construction progress meetings. | <u>2.5</u> | | | | | | | |
| Scheduling of the construction phases is properly addressed. | <u>2.6</u> | | | | | | | |
| Any formal agreements are established. | <u>2.5.3</u> | | | | | | | |
| Areas and Operation | ons Affected by C | Construction | Activity | | | | | |
| Drawings showing affected areas are included. | <u>2.7.1</u> | | | | | | | |
| Closed or partially closed runways, taxiways, and aprons are depicted on drawings. | <u>2.7.1.1</u> | | | | | | | |
| Access routes used by ARFF vehicles affected by the project are addressed. | <u>2.7.1.2</u> | | | | | | | |
| Access routes used by airport and airline support vehicles affected by the project are addressed. | <u>2.7.1.3</u> | | | | | | | |
| Underground utilities, including water supplies for firefighting and drainage. | <u>2.7.1.4</u> | | | | | | | |

Table C-1. CSPP Checklist

| Coordination | ordination Reference Addressed? | | Remarks | | |
|--|--|-----|---------|----|--|
| | | Yes | No | NA | |
| Approach/departure surfaces affected by heights of temporary objects are addressed. | <u>2.7.1.5</u> | | | | |
| Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings. | <u>2.7.1</u> | | | | |
| Temporary changes to taxi operations are addressed. | <u>2.7.2.1</u> | | | | |
| Detours for ARFF and other airport vehicles are identified. | <u>2.7.2.2</u> | | | | |
| Maintenance of essential utilities and underground infrastructure is addressed. | <u>2.7.2.3</u> | | | | |
| Temporary changes to air traffic control procedures are addressed. | 2.7.2.4 | | | | |
| | NAVAIDs | | • | | |
| Critical areas for NAVAIDs are depicted on drawings. | <u>2.8</u> | | | | |
| Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed. | <u>2.8</u> | | | | |
| Protection of NAVAID facilities is addressed. | <u>2.8</u> | | | | |
| The required distance and direction from each NAVAID to any construction activity is depicted on drawings. | <u>2.8</u> | | | | |
| Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included. | <u>2.8, 2.13.1,</u> <u>2.13.5.3.1,</u> <u>2.18.1</u> | | | | |
| Contractor Access | | | | | |
| The CSPP addresses areas to which contractor will have access and how | <u>2.9</u> | | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|-------------------------|------------|----|----|---------|
| | | Yes | No | NA | |
| the areas will be accessed. | | | | | |
| The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed. | <u>2.9</u> | | | | |
| The location of stockpiled construction materials is depicted on drawings. | <u>2.9.1</u> | | | | |
| The requirement for stockpiles in the ROFA to be approved by FAA is included. | <u>2.9.1</u> | | | | |
| Requirements for proper stockpiling of materials are included. | <u>2.9.1</u> | | | | |
| Construction site parking is addressed. | <u>2.9.2.1</u> | | | | |
| Construction equipment parking is addressed. | <u>2.9.2.2</u> | | | | |
| Access and haul roads are addressed. | <u>2.9.2.3</u> | | | | |
| A requirement for marking and lighting of vehicles to comply with <u>AC 150/5210-5</u> , <i>Painting, Marking</i> <i>and Lighting of Vehicles Used on an</i> <i>Airport,</i> is included. | <u>2.9.2.4</u> | | | | |
| Proper vehicle operations, including requirements for escorts, are described. | <u>2.9.2.5, 2.9.2.6</u> | | | | |
| Training requirements for vehicle drivers are addressed. | 2.9.2.7 | | | | |
| Two-way radio communications procedures are described. | <u>2.9.2.9</u> | | | | |
| Maintenance of the secured area of the airport is addressed. | 2.9.2.10 | | | | |
| W | vildlife Managemo | ent | | | - |
| The airport operator's wildlife management procedures are addressed. | 2.10 | | | | |

| Coordination | Reference | Addressed? | | | Remarks | | |
|---|--|--------------|----|----|---------|--|--|
| | | Yes | No | NA | | | |
| Foreign Object Debris Management | | | | | | | |
| The airport operator's FOD management procedures are addressed. | <u>2.11</u> | | | | | | |
| Hazardous Materials Management | | | | | | | |
| The airport operator's hazardous materials management procedures are addressed. | <u>2.12</u> | | | | | | |
| Notificatio | on of Construction | n Activities | | | | | |
| Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed. | <u>2.13</u> | | | | | | |
| Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified. | <u>2.13.1</u> | | | | | | |
| A list of local ATO/Technical Operations personnel is included. | <u>2.13.1</u> | | | | | | |
| A list of ATCT managers on duty is included. | <u>2.13.1</u> | | | | | | |
| A list of authorized representatives to the OCC is included. | <u>2.13.2</u> | | | | | | |
| Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included. | <u>2.8, 2.13.2,</u> <u>2.18.3.3.9</u> | | | | | | |
| Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified. | <u>2.13.2</u> | | | | | | |
| Emergency notification procedures for medical, fire fighting, and police | <u>2.13.3</u> | | | | | | |

| Coordination | Reference | Addressed? | | Remarks | | |
|--|--|------------|----|---------|---|--|
| | | Yes | No | NA | - | |
| response are addressed. | | | | | | |
| Coordination with ARFF personnel for non-emergency issues is addressed. | <u>2.13.4</u> | | | | | |
| Notification to the FAA under 14 CFR parts 77 and 157 is addressed. | <u>2.13.5</u> | | | | | |
| Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed. | <u>2.13.5.3.2</u> | | | | | |
| Ins | pection Requirem | ients | | | | |
| Daily and interim inspections by both the airport operator and contractor are specified. | <u>2.14.1, 2.14.2</u> | | | | | |
| Final inspections at certificated airports are specified when required. | <u>2.14.3</u> | | | | | |
| U | nderground Utilit | ties | | | | |
| Procedures for protecting existing underground facilities in excavation areas are described. | <u>2.15</u> | | | | | |
| | Penalties | I | | | | |
| Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed. | <u>2.16</u> | | | | | |
| | Special Condition | IS | · | | | |
| Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed. | 2.17 | | | | | |
| Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs | | | | | | |
| The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed. | <u>2.18.1</u> | | | | | |
| Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified. | $ \underbrace{\frac{2.18.1}{2.18.3}, \frac{2.18.3}{2.20.2.4}}_{\underline{2.20.2.4}} $ | | | | | |

| Coordination | Reference | Addressed? | | Remarks | | | |
|---|---------------------------------------|-------------|----|---------|--|--|--|
| | | Yes | No | NA | | | |
| The requirement for markings to be in compliance with <u>AC 150/5340-1</u> , <i>Standards for Airport Markings</i> , is specified. | <u>2.18.2</u> | | | | | | |
| Detailed specifications for materials and methods for temporary markings are provided. | <u>2.18.2</u> | | | | | | |
| The requirement for lighting to conform to <u>AC 150/5340-30</u> , Design and Installation Details for Airport Visual Aids; <u>AC 150/5345-50</u> , Specification for Portable Runway and Taxiway Lights; and <u>AC</u> <u>150/5345-53</u> , Airport Lighting Certification Program, is specified. | <u>2.18.3</u> | | | | | | |
| The use of a lighted X is specified where appropriate. | <u>2.18.2.1.2,</u> <u>2.18.3.2</u> | | | | | | |
| The requirement for signs to conform to <u>AC 150/5345-44</u> , Specification for Runway and Taxiway Signs; AC 50/5340-18, Standards for Airport Sign Systems; and <u>AC 150/5345-53</u> , Airport Lighting Certification Program, is specified. | <u>2.18.4</u> | | | | | | |
| Marking a | and Signs For Ac | cess Routes | | | | | |
| The CSPP specifies that pavement markings and signs intended for construction personnel should conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the MUTCD and/or State highway specifications. | <u>2.18.4.2</u> | | | | | | |
| Hazar | Hazard Marking and Lighting | | | | | | |
| Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified. | <u>2.20.1</u> | | | | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|--|-----------------|------------|----|----|---------|
| | | Yes | No | NA | |
| Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas. | <u>2.20.1</u> | | | | |
| The CSPP considers less obvious construction-related hazards. | <u>2.20.1</u> | | | | |
| Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified. | <u>2.20.2.1</u> | | | | |
| The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act. | <u>2.20.2.1</u> | | | | |
| Red lights meeting the luminance requirements of the State Highway Department are specified. | <u>2.20.2.2</u> | | | | |
| Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high. | <u>2.20.2.3</u> | | | | |
| Barricades are specified to indicate construction locations in which no part of an aircraft may enter. | <u>2.20.2.3</u> | | | | |
| Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways. | <u>2.20.2.5</u> | | | | |
| Markings for temporary closures are specified. | <u>2.20.2.5</u> | | | | |
| The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified. | <u>2.20.2.7</u> | | | | |

| Coordination | Reference | Addressed? | | Remarks | |
|--|--------------------------------------|---------------|------|---------|--|
| | | Yes | No | NA | |
| Work Zone Lig | hting for Nighttin | me Construct | tion | 1 | |
| If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways. | 2.21 | | | | |
| Protection of R | unway and Taxiv | vay Safety Aı | eas | | |
| The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations. | <u>2.22.1.1</u> , <u>2.22.3.1</u> | | | | |
| The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM. | <u>2.22.1.2,</u> <u>2.22.3.2</u> | | | | |
| Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed. | <u>2.22.3.3</u> | | | | |
| The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions. | <u>2.22.1.4</u> | | | | |
| Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed. | <u>2.22.1.4</u> | | | | |
| The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site. | <u>2.22.1.4</u> | | | | |
| Grading and soil erosion control to maintain RSA/TSA standards are | <u>2.22.3.5</u> | | | | |

| Coordination | Reference | Addressed? | | Remarks | |
|--|-------------------|------------|----|---------|---|
| | | Yes | No | NA | - |
| addressed. | | | | | |
| The CSPP specifies that equipment is to be removed from the ROFA when not in use. | <u>2.22.2</u> | | | | |
| The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations. | 2.22.3 | | | | |
| Appropriate details are specified for any construction work to be accomplished in a taxiway object free area. | <u>2.22.4</u> | | | | |
| Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included. | <u>2.22.4.3.6</u> | | | | |
| Provisions for protection of runway approach/departure areas and clearways are included. | <u>2.22.6</u> | | | | |
| Other Li | imitations on Cor | struction | | - | |
| The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use. | <u>2.23.1.2</u> | | | | |
| The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property. | <u>2.23.1.3</u> | | | | |

APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

| Item | Action Required (Describe) | No Action Required (Check) |
|--|----------------------------|----------------------------------|
| Excavation adjacent to runways, taxiways, and aprons improperly backfilled. | | |
| Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking. | | |
| Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends. | | |
| Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ. | | |
| Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown. | | |
| Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and | | |

Table D-1. Potentially Hazardous Conditions

| Item | Action Required (Describe) | No Action Required (Check) |
|---|----------------------------|----------------------------------|
| approach zones. | | |
| Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area. | | |
| Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage. | | |
| Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards. | | |
| Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards. | | |
| Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports. | | |
| Obliterated or faded temporary markings on active operational areas. | | |
| Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards. | | |

| Item | Action Required (Describe) | No Action Required (Check) |
|--|----------------------------|----------------------------------|
| Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions. | | |
| Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications. | | |
| Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings. | | |
| Lack of radio communications with construction vehicles in airport movement areas. | | |
| Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations. | | |
| Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction. | | |
| Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways. | | |
| Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system). | | |

| Item | Action Required (Describe) | No Action Required (Check) |
|---|----------------------------|----------------------------------|
| Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits. | | |
| Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf. | | |
| Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it. | | |
| Site burning, which can cause possible obscuration. | | |
| Construction work taking place outside of designated work areas and out of phase. | | |

APPENDIX E. SAMPLE OPERATIONAL EFFECTS TABLE

E.1 **Project Description.**

Runway 15-33 is currently 7820 feet long, with a 500 foot stopway on the north end. This project will remove the stopway and extend the runway 1000 feet to the north and 500 feet to the south. Finally, the existing portion of the runway will be repaved. The runway 33 glide slope will be relocated. The new runway 33 localizer has already been installed by FAA Technical Operations and only needs to be switched on. Runway 15 is currently served only by a localizer, which will remain in operation as it will be beyond the future RSA. Appropriate NOTAMS will be issued throughout the project.

E.1.1 During Phase I, the runway 15 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 15 takeoff and the departure end of runway 33 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 33 will be adjusted to provide the required RSA and applicable departure surface. Excavation near Taxiway G will require its ADG to be reduced from IV to III. See Figure E-1.

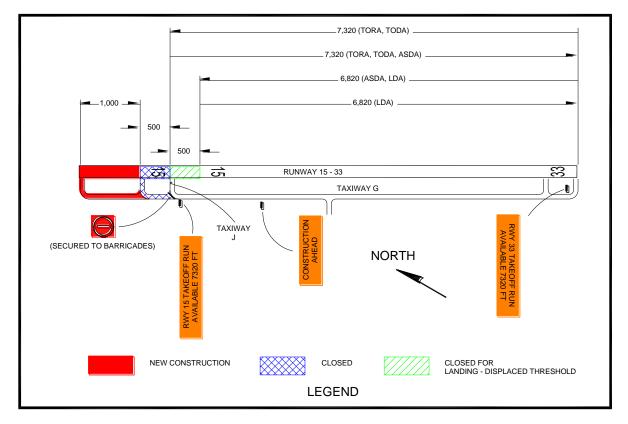


Figure E-1. Phase I Example

- **Note 1:** Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.
- Note 2: Based on the declared distances for Runway 33 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

E.2 During Phase II, the runway 33 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 33 takeoff and the departure end of runway 15 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 15 will be adjusted to provide the required RSA and applicable departure surface. See Figure E-2.

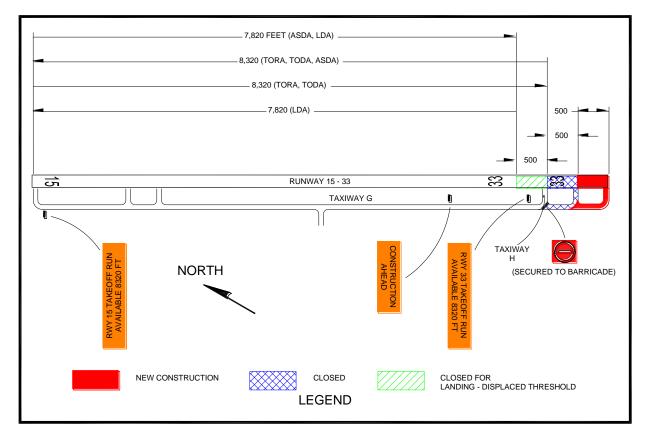


Figure E-2. Phase II Example

- **Note 1:** Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.
- Note 2: Based on the declared distances for Runway 15 departures, the maximum equipment height in the construction area is 12.5 feet (500/40 = 12.5).

E.3 During Phase III, the existing portion of the runway will be repaved with Hot Mix Asphalt (HMA) and the runway 33 glide slope will be relocated. Construction will be accomplished between the hours of 8:00 pm and 5:00 am, during which the runway will be closed to operations.

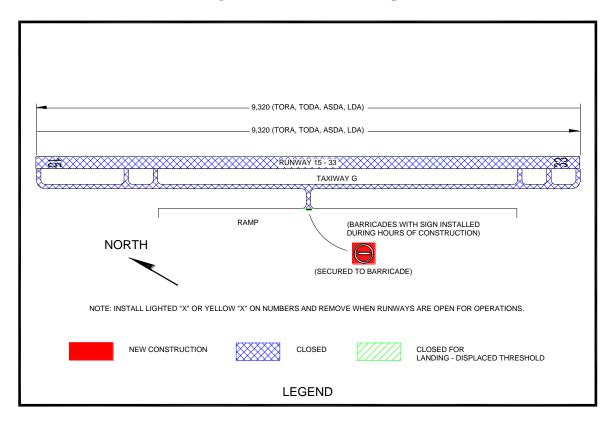


Figure E-3. Phase III Example

| Project | Runway 15-33 Extension and Repaving | | | | |
|--|---|--|--|--|--|
| Phase | Normal (Existing) | Phase I: Extend Runway 15 End | Phase II: Extend Runway 33 End | Phase III: Repave Runway | |
| Scope of Work | N/A | Extend Runway 15-33 1,000 ft on north end with Hot Mix Asphaltic Concrete (HMA). | Extend Runway 15-33 500 ft on south end with Hot Mix Asphaltic Concrete (HMA). | Repave existing runway with HMA Relocate Runway 33 Glide Slope | |
| Effects of Construction Operations | N/A | Existing North 500 ft closed | Existing South 500 ft closed | Runway closed between 8:00 pm and 5:00 am Edge lighting out of service | |
| Construction Phase | N/A | Phase I (Anticipated) | Phase II (Anticipated) | Phase III (Anticipated) | |
| Runway 15 Average Aircraft Operations | Carrier: 52 /day GA: 26 /day Military: 11 /day | Carrier: 40 /day GA: 26 /day Military: 0 /day | Carrier: 45 /day GA: 26 /day Military: 5 /day | Carrier: 45 / day GA: 20 / day Military: 0 /day | |
| Runway 33 Average Aircraft Operations | Carrier: 40 /day GA: 18 /day Military: 10 /day | Carrier: 30 /day GA: 18 /day Military: 0 /day | Carrier: 25 /day GA: 18 /day Military: 5 /day | Carrier: 20 /day GA: 5 /day Military: 0 /day | |
| Runway 15-33 Aircraft Category | C-IV | C-IV | C-IV | C-IV | |
| Runway 15 Approach Visibility Minimums | 1 mile | 1 mile | 1 mile | 1 mile | |
| Runway 33 Approach Visibility Minimums | ³ ⁄4 mile | ³∕4 mile | ³⁄4 mile | 1 mile | |

Table E-1. Operational Effects Table

Note: Proper coordination with Flight Procedures group is necessary to maintain instrument approach procedures during construction.

| Proje | ct | Runway 15-33 Extension and Repaving | | | |
|-----------------------|------------|-------------------------------------|----------------------------------|-----------------------------------|-----------------------------|
| Phas | e | Normal (Existing) | Phase I: Extend Runway 15 End | Phase II: Extend Runway 33 End | Phase III: Repave Runway |
| Runway 15 | TORA | 7,820 | 7,320 | 8,320 | 9,320 |
| Declared Distances | TODA | 7,820 | 7,320 | 8,320 | 9,320 |
| | ASDA | 7,820 | 7,320 | 7,820 | 9,320 |
| | LDA | 7,820 | 6,820 | 7,820 | 9,320 |
| Runway 33 | TORA | 7,820 | 7,320 | 8,320 | 9,320 |
| Declared Distances | TODA | 7,820 | 7,320 | 8,320 | 9,320 |
| | ASDA | 8,320 | 6,820 | 8,320 | 9,320 |
| | LDA | 7,820 | 6,820 | 7,820 | 9,320 |
| Runway 15 Approach | | LOC only | LOC only | LOC only | LOC only |
| | | RNAV | RNAV | RNAV | RNAV |
| Proceau | Procedures | | VOR | VOR | VOR |
| Runwa | y 33 | ILS | ILS | ILS | LOC only |
| Appro | | RNAV | RNAV | RNAV | RNAV |
| Procedu | ures | VOR | VOR | VOR | VOR |
| Runwa NAVA | | LOC | LOC | LOC | LOC |
| Runwa NAVA | | ILS, MALSR | ILS, MALSR | ILS, MALSR | LOC, MALSR |
| Taxiway (| G ADG | IV | III | IV | IV |
| Taxiway (| G TDG | 4 | 4 | 4 | 4 |
| ATCT (hou | rs open) | 24 hours | 24 hours | 24 hours | 0500 - 2000 |
| ARFF I | ndex | D | D | D | D |

| Project | Runway 15-33 Extension and Repaving | | | | |
|---------------------------|---|--|--|---|--|
| Phase | Normal (Existing) | Phase I: Extend Runway 15 End | Phase II: Extend Runway 33 End | Phase III: Repave Runway | |
| Special Conditions | Air National Guard (ANG) military operations | All military aircraft relocated to alternate ANG Base | Some large military aircraft relocated to alternate ANG Base | All military aircraft relocated to alternate ANG Base | |
| Information for NOTAMs | | Refer above for applicable declared distances. Taxiway G limited to 118 ft wingspan | Refer above for applicable declared distances. | Refer above for applicable declared distances. Airport closed 2000 – 0500. Runway 15 glide | |
| | | | | slope OTS. | |

Note: This table is one example. It may be advantageous to develop a separate table for each project phase and/or to address the operational status of the associated NAVAIDs per construction phase.

Complete the following chart for each phase to determine the area that must be protected along the runway and taxiway edges:

| Runway/Taxiway | Aircraft Approach Category* A, B, C, or D | Airplane Design Group* I, II, III, or IV | Safety Area Width in Feet Divided by 2* |
|----------------|---|--|--|
| | | | |
| | | | |
| | | | |
| | | | |

*See <u>AC 150/5300-13</u> to complete the chart for a specific runway/taxiway.

Complete the following chart for each phase to determine the area that must be protected before the runway threshold:

| Runway End Number | Airplane Design Group* I, II, III, or IV | Aircraft Approach Category* A, B, C, or D | Minimum Safety Area Prior to the Threshold* | Minimum Distance to Threshold Based on Required Approach Slope* | |
|----------------------|--|--|--|---|-----|
| | | | ft | ft | : 1 |
| | | | ft | ft | : 1 |
| | | | ft | ft | : 1 |
| | | | ft | ft | : 1 |

Table E-3. Protection Prior to Runway Threshold

*See <u>AC 150/5300-13</u> to complete the chart for a specific runway.

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APPENDIX F. ORANGE CONSTRUCTION SIGNS

Figure F-1. Approved Sign Legends

CONSTRUCTION AHEAD

CONSTRUCTION ON RAMP

RWY 4L TAKEOFF RUN AVAILABLE 9,780 FT

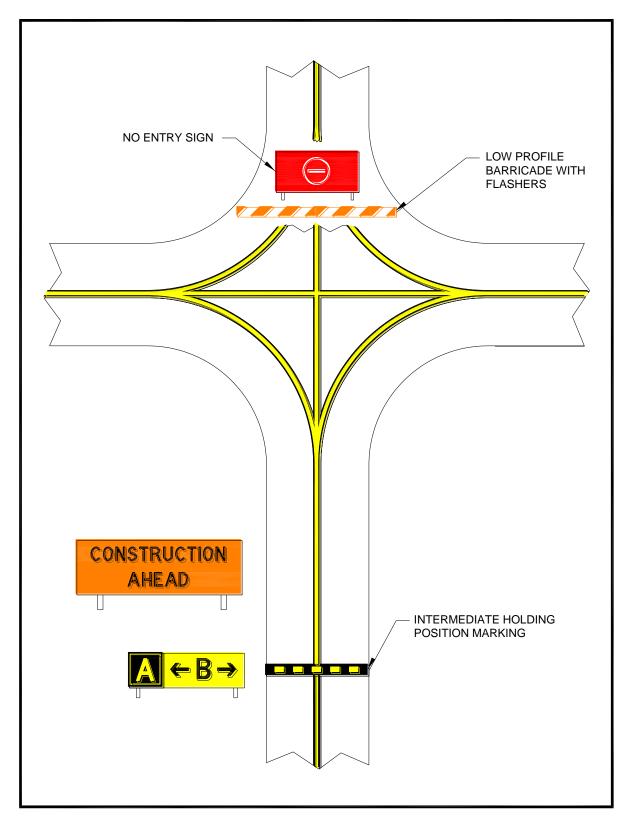


Figure F-2. Orange Construction Sign Example 1

Note: For proper placement of signs, refer to EB 93.

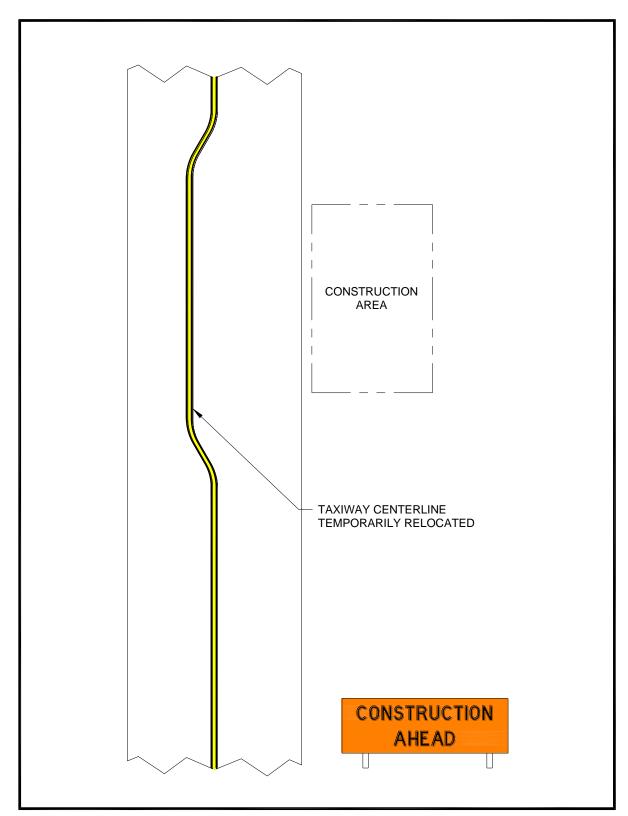


Figure F-3. Orange Construction Sign Example 2

Note: For proper placement of signs, refer to EB 93.

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Advisory Circular Feedback

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) mailing this form to Manager, Airport Engineering Division, Federal Aviation Administration ATTN: AAS-100, 800 Independence Avenue SW, Washington DC 20591 or (2) faxing it to the attention of the Office of Airport Safety and Standards at (202) 267-5383.

| Subj | ect: AC 150/5370-2G | Date: | |
|------|--|---|--------------------------|
| Plea | ese check all appropriate line | items: | |
| | An error (procedural or type | ographical) has been noted in paragraph | n on page |
| | Recommend paragraph | on page | _ be changed as follows: |
| | In a future change to this A (Briefly describe what you way | C, please cover the following subject: <i>int added.)</i> | |
| | Other comments: | | |
| | I would like to discuss the a | above. Please contact me at (phone nun | nber, email address). |
| Subr | mitted by: | Date: | |

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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

September 10, 2024

Reference ID: 2024-623

Purchase of Runway Snow Plow for the Bishop Airport **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) Ratify and approve Amendment No. 3 to the agreement between the County of Inyo and Armstrong Consultants, whose name has changed to Lochner, of Grand Junction, CO, increasing the contract to an amount not to exceed \$222,372, contingent upon the Board's approval of the 2024-2025 Budget, and authorize the Chairperson to sign;

B) Declare Wausau Equipment of New Berlin, WI the successful bidder for the procurement of an airport snow plow vehicle per the bids received on July 17, 2024; and

C) Authorize the purchase of one airport snow removal vehicle from Wausau Equipment of New Berlin, WI, at an amount not to exceed \$396,775.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Bishop Airport currently owns two older plow vehicles that previously belonged to the Road Department. The new plow will be much more reliable, with a considerably wider plow blade, improving the ability of Bishop Airport Operations to clear the airfield of snow in a timely manner after. The plow blade on the new vehicle is specifically designed for high speed runway snow plowing, with a non-metal blade that will not damage the runway surface.

On June 22, 2024, the Public Works Department sought bids for a 16-foot runway snow plow and carrier vehicle and a tractor carrier vehicle with multiple snow removal attachments. On July 17, 2024, one bid was received for the runway plow and no bids were received for the tractor with attachments.

In August, the Federal Aviation Administration issued an Airport Improvement Program grant for \$384,300 to fund 90% of the costs associated with procuring the snow plow vehicle, which includes the cost of the vehicle, consultant cost, and staff time expended during the procurement process. On August 20, 2024, your Board authorized the Public Works Director to sign the grant on behalf of the County.

This item would award the purchase order for the vehicle and ratify the amendment to Armstrong Consultant's (now Lochner) contract for their services in the procurement process. The 10% County match for this procurement has been budgeted as an Operating Transfer from one of the Bishop Airport budget fund balances.

FISCAL IMPACT:

| Funding Source | Non-General Fund / Grant Funded - FAA Airport Improvement Program Grant | Budget Unit | 150100 | |
|---|--|-------------|--------|--|
| Budgeted? | Yes | Object Code | 5650 | |
| Recurrence | One-Time Expenditure | | | |
| Current Fiscal Year Impact | | | | |
| \$396,774.30 - the full amount of which will be due upon delivery of the snow plow, which is anticipated to be within this Fiscal Year. A portion of the Armstrong amendment will be paid out of the prior year's budget. | | | | |
| Future Fiscal Year Impacts | | | | |
| None. | | | | |
| Additional Information | | | | |

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the purchase order for the airport snow plow, or the amendment to the consultant contract, and direct staff to re-bid. This is not recommended, as the Federal Aviation Administration grant has already been issued and accepted by the County. Though there was only one bid received for the vehicle, the County did receive a response from another potential bidder that they would be unable to bid due to the lack of availability of commercial truck chassis. Rebidding is unlikely to result in additional bids, and could result in no bids.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Federal Aviation Administration

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Enhanced Transportation Services **High Quality Services** I High-Quality County Government Services

APPROVALS:

Ashley Helms Darcy Ellis Ashley Helms Breanne Nelums Grace Chuchla John Vallejo Amy Shepherd Michael Errante Nate Greenberg Created/Initiated - 8/7/2024 Approved - 8/8/2024 Approved - 8/26/2024 Approved - 9/3/2024 Approved - 9/3/2024 Approved - 9/4/2024 Approved - 9/4/2024 Final Approval - 9/4/2024

ATTACHMENTS:

- 1. FAA Grant
- 2. Letter of Recommendation for Procurement
- 3. Bids Received
- 4. Armstrong Amendment 3



U.S. Department of Transportation Federal Aviation Administration Airports Division Western-Pacific Region California Los Angeles Airports District Office: 777 S Aviation Blvd, Ste 150 El Segundo, CA 90245

August 8, 2024

Michael Errante Director of Public Works 168 N. Edwards Street PO Drawer Q Independence, CA 93526-0121

Dear Michael Errante:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0024-029-2024 at Bishop Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

- The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
- 2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
- 3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
- On the <u>same day or after</u> the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
- 5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 30, 2024**.
- 6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi elnvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

<u>consistent with project progress.</u> Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- > For all grants, you must submit by December 31st of each year this grant is open:
 - A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 - 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit <u>FAA Form 5100-140, Performance Report</u> within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend <u>\$750,000 or more in Federal awards</u> to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Saba Khan, (424) 405-7274, saba.khan@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Cathryn G. Cason Cathryn G. Joson (Jug 8, 2024 08:26 PDT)

Cathryn G. Cason Manager Los Angeles Airports District Office



U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

| FY | 2024 | AIP |
|----|------|-----|
|----|------|-----|

GRANT AGREEMENT

| Part | 1 - | Offer |
|------|-----|-------|
| | | |

| Federal Award Offer Date | August 8, 2024 |
|--|--------------------|
| Airport/Planning Area | Bishop Airport |
| Airport Infrastructure Grant Number | 3-06-0024-029-2024 |
| Unique Entity Identifier | EU9KBPLKZ5K5 |
| TO: County of Inyo | |

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 22, 2024, for a grant of Federal funds for a project at or associated with the Bishop Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bishop Airport (herein called the "Project") consisting of the following:

Acquire Snow Removal Equipment

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$384,300.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b): \$0 for planning

\$384,300 for airport development or noise program implementation; and, \$0 for land acquisition.

- 2. Grant Performance. This Grant Agreement is subject to the following Federal award requirements:
 - a. Period of Performance:
 - Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 - 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).
 - b. Budget Period:
 - For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 - 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. Close Out and Termination

- Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
- 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
- 3. <u>Ineligible or Unallowable Costs</u>. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- Indirect Costs Sponsor. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
- 5. Determining the Final Federal Share of Costs. The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. <u>Completing the Project Without Delay and in Conformance with Requirements</u>. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
- 7. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 22, 2024, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Informal Letter Amendment of AIP Projects</u>. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. <u>Environmental Standards</u>. The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

- 17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
- Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

- 20. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. Posting of contact information.
 - The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. Provisions applicable to a recipient that is a private entity.
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either
 - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity
 - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. Provisions applicable to any recipient.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
- ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. <u>AIP Funded Work Included in a PFC Application</u>. Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed FFC application by amendment.
- 24. <u>Exhibit "A" Property Map</u>. The Exhibit "A" Property Map dated April 30, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal.

- a. Prohibition of Reprisals.
 - In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

- vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. <u>Critical Infrastructure Security and Resilience</u>. The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act. As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements

will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. FAA Reauthorization Act of 2024. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

SPECIAL CONDITIONS

30. ARFF and SRE Equipment and Vehicles. The Sponsor agrees that it will:

- House and maintain the equipment in a state of operational readiness on and for the airport;
- b. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
- c. Restrict the vehicle to on-airport use only;
- d. Restrict the vehicle to the use for which it was intended; and
- e. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.
- 31. <u>Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business</u> <u>Enterprise (ACDBE) Program</u>. The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
- 32. <u>Equipment Acquisition</u>. The Sponsor understands and agrees that any equipment acquired through this Grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
- 33. <u>Consultant Contract and Cost Analysis</u>. The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
- 34. <u>Buy American Executive Orders</u>. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

athrun A. ason Cathryn G. (ason (aug 8, 2024 08:26 PDT)

(Signature)

Cathryn G. Cason

(Typed Name)

Manager, Los Angeles Airports District Offi

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 20, 2024

County of Inyo

(Name of Sponsor) l Erran Errante (Aug 20, 2024 14:38 PDT)

(Signature of Sponsor's Authorized Official)

Bv: Michael Errante

(Typed Name of Sponsor's Authorized Official) Title: Public Works Director

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Grace Weitz

, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of <u>California</u>. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at August 20, 2024

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- 1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- 2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- 3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act 29 U.S.C. § 201, et seq.
- d. Hatch Act 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 Section 106 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. § 4012a.¹
- I. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 Section 403 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 Equal Employment Opportunity¹
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 Environmental Justice
- Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 New Restrictions on Lobbying.
- n. 49 CFR Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (County of Inyo), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.
 - It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 - 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of July 22, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



July 18, 2024

Ms. Ashley Helms Assistant Public Works Director - Airports County of Inyo, California P.O. Drawer Q Independence, CA 93526

RE: Snow Removal Equipment Acquisition Letter Schedule I – Airport Snow Plow Vehicle Schedule II – Airport Snow Removal Carrier Vehicle with Attachments Bishop Airport – Bishop, California AIP No. 3-06-0024-029-2024 | ACI No. 23162

Dear Ms. Helms,

As part of our responsibilities for the effort to procure snow removal equipment for the County of Inyo's Bishop Airport, we identified the appropriate size and type of equipment recommended in FAA AC 150/5220-20A and AC150/3200-30D. Based on the guidance provided in both documents and the airport's size, configuration and weather, specifications were developed for a high speed runway snow plow and a multi-purpose, all-wheel drive snow removal carrier vehicle with a snow blower, rotary broom and multi-function ramp plow.

Market research identified three primary American manufacturers of airport specific runway plow equipment. These companies are Alamo Group – Snow and Ice (Wausau and Henke plows), MB Companies and Oshkosh Truck Airports Division. In addition to these companies, several municipal plow truck upfitting companies were identified that may have the ability to provide the specified truck.

The multi-function carrier vehicle was specified to incorporate a properly-sized all-wheel drive industrial tractor with additional snow removal attachments. The attachments sized for the airport's typical snow events included a rotary snow blower, rotary broom and multi-function ramp plow.

Public notice of the bid documents for the plow truck and carrier vehicle with attachments were published in the Inyo Register newspaper on June 22, 2024 as well as on the County of Inyo website on June 20, 2024. In addition to these public notices, we sent the bid packages to the following vendors:

Plow truck:

Alamo Group – Wausau Plows 6/20/24 MB Companies / Oshkosh Truck dba AEBI-Schmidt 6/24/2024 Carrier vehicle and attachments: John Deere 6/20/24 Massey Ferguson 6/20/24 Case IH 6/24/2024

> Reno | Albuquerque | Denver | Grand Junction | Las Vegas | Phoenix 1575 Delucchi Lane, Suite 219 Reno, NV 89502 775.346.3010 | armstrongconsultants.com

Bids were opened on July 17 at 3:30 PM in the office of the Assistant Clerk of the County of Inyo Board of Supervisors. One bid was received for the plow truck and no bids were received for the carrier vehicle and attachments. In addition to the bid received from Wausau Equipment (Alamo Group) we did receive written notice from MB Companies (AEBI-Schmidt) on June 24 that they were unable to bid due to commercial truck chassis availability (see attachment 1).

Wausau Equipment will submit the required Buy American type 3 waiver within the required fifteen days. With FAA approval of the type 3 waiver, Wausau Equipment will be deemed the low responsive bidder with a bid of three hundred ninety six thousand seven hundred seventy four dollars and thirty cents (\$396,774.30) for Schedule 1 and Bid Additives 1 and 2.

| COMPANY | Schedule I | Bid Additive 1 - Training | Bid Additive 2 – Spare Parts | TOTAL |
|----------------------|--------------|------------------------------|---------------------------------|--------------|
| Wausau Equipment * | \$390,896.60 | Included | \$5 <i>,</i> 904.70 | \$396,774.30 |
| MB Companies * | No Bid | No Bid | No Bid | |
| Henderson Products * | No Bid | No Bid | No Bid | |
| * direct bid contact | | | | |

As previously stated, no bids were received for the snow removal carrier vehicle and attachments. The following table identifies companies identified as potential bidders.

| COMPANY | Schedule II | Bid Additive 1 – Snow Blower | Bid Additive 2 – Rotary Broom | Bid Additive 3 – Multi-function Ramp plow | TOTAL |
|----------------------|-------------|------------------------------------|----------------------------------|---|-------|
| John Deere * | No Bid | No Bid | No Bid | No Bid | |
| Massey-Ferguson* | No Bid | No Bid | No Bid | No Bid | |
| Case IH* | No Bid | No Bid | No Bid | No Bid | |
| * direct bid contact | | | | | |

Based on the results of the formal bid process for the procurement of Snow Removal Equipment for the County of Inyo – Bishop Airport, it is our recommendation to proceed with the required Purchase Order with Wausau Equipment for the Airport Snow Plow Vehicle.

- Airport Snow Plow Vehicle and Bid Additive 1:
- Bid Additive 2: Spare Parts:
- TOTAL:

\$390,896.60 \$5,904.70

\$396,744.30

Our recommendation is to issue a P.O. to Wausau Equipment Co. for a total contract amount of \$396,774.30, upon receiving concurrence from the FAA Program Manager.



The final project cost is provided in the following table.

| | Total |
|--|----------------------|
| Project Development and Administration | \$4110.00 |
| Bid Document Development | \$14,020.00 |
| Bidding Services | \$4,610.00 |
| Contract Administration Services | \$3,030.00 |
| Project Closeout | \$1,470.00 |
| County Administrative Expenses | \$2985.70 |
| Equipment Cost | \$396,774.30 |
| TOTAL PROJECT COST | \$ 427,000.00 |
| FAA Funding (90%) | \$384,300.00 |



ATTACHMENT 1

From: "Carr, Jessie" <<u>Jessie.Carr@aebi-schmidt.com</u>> Date: June 24, 2024 at 1:29:48 PM PDT To: <u>mdav8@rtci.net</u> Cc: "Mueller, Steve" <<u>Steve.Mueller@aebi-schmidt.com</u>>, "Abler, Josh" <<u>Josh.Abler@aebi-schmidt.com</u>>, "Hecker, Bill" <<u>Bill.Hecker@aebi-schmidt.com</u>>, "Luke, Alan" <<u>Alan.Luke@aebi-schmidt.com</u>> Subject: 2024 plow truck bid

Unfortunately, at this time we are unable to source commercial chassis in a timely and cost effective manner. We will not be bidding on this opportunity. We really appreciate you reaching out and hope you do again in the future. Jessie Carr Sales MB Airport

<u>Jessie.Carr@aebi-schmidt.com</u> Direct Phone: Mobile: +1 920 242 4134

M-B Companies 201 M-B Lane | Chilton, WI 53014 | USA Phone: +1 800 558 5800 | <u>www.aebi-schmidt.com</u> <u>Corporate Blog | YouTube | Aebi</u> and <u>Schmidt</u> on Facebook | <u>LinkedIn</u>

Disclaimer: Based on previous e-mail correspondence or an arrangement we have reached with you, any of the companies of the Aebi Schmidt Group considers itself to be entitled to communicate with you via e-mail. We assume that you know the risks associated with e-mails and that you accept them (in particular, the lack of confidentiality, manipulation or misuse by third parties, misdirection, delayed transmission or processing, viruses, etc.). We accept no liability whatsoever for damage caused in connection with the use of e-mail, provided that we have not failed to exercise customary due care. If you have received this e-mail in error, please respond to us and then delete this e-mail and your response together with all attachments from your system. The use of the information contained in the e-mail is prohibited.

BUY AMERICAN PREFERENCE

The Bidder agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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 (\checkmark) or the letter "X".

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States;
- b) 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
- c) 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:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing U.S. domestic product.
- 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
- 4. 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:

- 1. To the 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.
- 2. 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.
- 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

ACQUIRE AIRPORT SRE - SNOWPLOW VEHICLE FOR THE BISHOP AIRPORT Bid Proposal Form P a g e | 6

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) 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 Gode.

<u>10 July 2024</u> Date

Wausau Equipment Company Name

Signatufe

<u>Product Manager</u> Title

ACQUIRE AIRPORT SRE - SNOWPLOW VEHICLE FOR THE BISHOP AIRPORT Bid Proposal Form P a g e | 7



Buy American Project/Product Content Percentage Calculation – Worksheet

| Applicant Information | | | | | |
|---|--|-----------|-------------|------|--|
| Date of Application: 07/22/2024 | | | | | |
| Applicant Name: WA | USAU EQUIPMENT | | | | |
| · · · · · · · · · · · · · · · · · · · | Applicant Type (choose one): X Prime Contractor Manufacturer Supplier | | | | |
| Point of Contact (First | and Last Name): Greg Murr | ay | | | |
| Applicant Business Ac | ldress: | | | | |
| Email address: 1905 | Email address: 1905 So Moorland Road New Berlin, WI 53151 | | | | |
| Telephone: (802) 735 | -3588 Extension: | | | | |
| Project/Product Information | | | | | |
| FAA Eligible Project: | 3-06-0024-029-2024 | | | | |
| Airport Sponsor: | County of Inyo , California | | | | |
| Airport LOCID: | BIH | | | | |
| FAA Award Number: 3-06-0024-029-2024 | | | | | |
| FAA Item Number (FAA Advisory Circular reference, if applicable): | | | | | |
| Total Material Cost: | \$ 247,822 | | | | |
| Total U.S. Material Content Cost: \$150,322 Percentage: 61 % | | | | | |
| Total Non-U.S. Ma | terial Content Cost: | \$ 97,500 | Percentage: | 39 % | |

FAA Buy American Preference (including Buy American Build American) Compliance

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

X Yes No

If "Yes," indicate the cost and percentage of the project below.

| Steel (e.g., structural steel, rebar) | Cost: | \$ 97,500 | Percentage: | 65.0 | % |
|---------------------------------------|-------|-----------|-------------|------|---|
| Iron | Cost: | | Percentage: | | % |
| Non-ferrous metals | Cost: | | Percentage: | | % |
| Plastic and polymer-based products | Cost: | | Percentage: | | % |
| Glass (including optic glass) | Cost: | | Percentage: | | % |
| Lumber | Cost: | | Percentage: | | % |
| Drywall | Cost: | | Percentage: | | % |

Use of Non-Domestic Construction Materials Justification

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

- CONFIDENTIAL -

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Project Material Structure Worksheet

| Level (0, 1, 2) | Part Number | Item Description | Quantity | Unit of Measure | Price/Unit of Measure | U.S. Origin Price/Unit of Measure | U.S. Origin Cost (Each) | Non-U.S. Price/Unit of Measure | Non-U.S. Cost (Each) | Country of Non-U.S. Materials |
|--------------------|----------------|---|----------|--------------------|--------------------------|---|----------------------------|--------------------------------------|-------------------------|-------------------------------------|
| 0 | | 2024 Freightliner 114 SD Single Axle AWD Plow Truck | 1 | Each | \$ 247,822 | \$ 150,322 | \$ 150,322 | \$ 97,500 | \$ 97,500 | China, Mexico |
| 1 | 114SD | 2024 Freightliner 114 SD Single Axle AWD | 1 | Ea | \$ 150,000 | \$ 52,500 | \$ 52,500 | \$ 97,500 | \$ 97,500 | China, Mexico, |
| 1 | BMP1655 | 16' Blue Max High Speed Airport plow with flared ends with Flat Plate hitch | 1 | Ea | \$ 42,347 | \$ 42,347 | \$ 42,347 | \$ O | \$ O | |
| 1 | Duraclass | Duraclass 10' Hi-Tensile Steel dump body | 1 | Ea | \$ 20,500 | \$ 20,500 | \$ 20,500 | \$ O | \$0 | |
| 1 | Force | Force Hydraulic System and controls for plow and dump body and spreader | 1 | Ea | \$ 19,975 | \$ 19,975 | \$ 19,975 | \$ 0 | \$ O | |
| 1 | `Lighting | Whelen lighting package | 1 | Ea | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ O | \$ O | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

- CONFIDENTIAL -

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Certification

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

| | and the first of the second second framework in the second s | | |
|--------|--|------------------|--|
| Signat | Greg Murray Digitally signed by Greg Murray Date: 2024.07.22 15:22:17 -04'00' | Date: 07/23/2024 | |
| Name: | Greg Murray | | |
| Title: | Product Manager Tyler Ice | | |
| | Submit by Email | | |
| | FOR FAA USE ONLY | | |
| (Mark | the appropriate Waiver Type & Scope) | | |
| | | | |

Applicable FAA Waiver Type

Type I Public Interest (HQ Only)

Type II Nonavailability (HQ Only)

Type III More than 60% and Final Assembly within the U.S.

Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)

BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

Applicable FAA Waiver Scope

Project Specific

Nationwide - (General Applicability) (For HQ Only)

Justifications

Manufacturing Extension Partnership (MEP) Coordinated

FAA Official's Signature:

End of FAA-Use Only Section

Additional information provided by the supplier for the "Use of Non-Domestic Construction Materials Justification" on page 2 of the Waiver request:

The only materials we are using that are not 100% US steel and made in the US is the truck chassis, which is calculated to be 35% made in the US. There are no Class VIII truck chassis currently marketed in the US that are 100% made in the US.



-- CONFIDENTIAL – NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Buy American Preferences – Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

Company Name: Wausau Equipment Co.

Date: 07/30/2024

FAA Eligible Item: Runway Plow and Carrier Vehicle FAA Item Number (if applicable):

Address of Final Assembly Location: N6425 Stanchfield Drive, Fond Du Lac, WI. 54937

- 1. Provide a description of the assembly process occurring at the specified final location in the United States.
 - a. Describe the final assembly process and its various operations.

We begin by bringing the chassis in and we begin to prep the chassis for the installation of the dump body and the front hitch, mount the hydraulic pump and run the required hydraulic lines. We would mount the plow hitch on the front of the truck and mount the hydraulic cylinder for the body hoist. Lastly we would mount the plow and body controls in the cab of the truck.

- b. How long does the final assembly process take to complete? Five to six weeks, or approximately 400 man hours.
- 2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.
 - a. How many employees are involved in the final assembly process and what is the general skill level of those employees?

There are approximately 8 to 10 people involved in the final assembly process. The employees range from the engineer/project manager, to the shop foreman, welders, fabricators, material handling specialists to laborers.

b. What type of equipment is used during the final assembly process?

Overhead cranes, welders, forklifts, grinders, assorted pneumatic and hand tools.

c. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

\$40,000.00

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Greg Murray Digitally signed by Greg Murray Date: 2024.07.30 14:23:42

Signature: _

Name: Greg Murray

Airport Snow Removal Equipment for the Bishop Airport

Bid Opening: July 17, 2024 at 3:30PM

Location: County Administration Building, Independence, CA

Bid: Airport Snow Plow Vehicle

| | Bidder's Name | Base Bid |
|---|-----------------------------------|--------------|
| 1 | Wausau Equipment (Alamo Group) | \$396,774.30 |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

Opened by: Darcy Ellis Present: Ashley Helms

Bid: Airport Snow Removal Carrier Vehicle with Attachments

| | Bidder's Name | Base Bid | Bid Additive #1 | Bid Additive #2 | Bid Additive #3 |
|---|---------------|----------|-----------------|-----------------|-----------------|
| | | | | 1 | |
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
| | | | | | |
| 3 | | | | | |
| | | | | | |
| 4 | | | | | |

| ITEM DESCRIPTION | BID |
|---|----------------------|
| | PRICE |
| BASE BID | |
| All-wheel drive Class 7/8 dump chassis with 16' high speed runway plow | \$ 362,756.00 |
| Delivery to 907 Airport Road, Bishop CA | \$ 19,500.00 |
| CA Sales Tax (7.75% excluding delivery) | \$ 28,113.60 |
| TOTAL BASE BID | \$ 390,896.60 |
| ADDITIVE 1 Spare Parts | |
| One (1) spare front wheel mounted with specified front tire (SRE-16.1) | \$ 2,500.00 |
| One (1) spare rear wheel mounted with specified rear tire (SRE-16.1) | \$ 2,150.00 |
| Three (3) complete sets of matching polyurethane cutting edges (SRE-22.1) | ≶ N/C |
| One (1) spare plow caster wheel assembly (SRE-22.1) | \$ 830.00 |
| Delivery to 907 Airport Road, Bishop CA Shipped with truck | \$ N/C |
| CA Sales Tax (7.75% excluding delivery) | \$ 424.70 |
| TOTAL ADDITIVE #1 | \$ 5904.70 |
| TOTAL BASE BID PLUS ADDITIVE | \$ 396,774,30 |

DELIVERY TIME:

| The vehicle(s) will be delivered to 703 Airport Road, Bishop CA 93514 within | Six (6) | _months following |
|--|---------|-------------------|
| award notification. | | - * |

BIDDER'S BID

TOTAL BID (IN NUMBERS)

\$396,774.30

TOTAL BID (IN WORDS) Three Hundred Ninety-Six Thousand, Seven Hundred Seventy-Four Dollars and Thirty cents

REVIEWED AND CHECKED BY:

(For County Use)

This bid was received on

Assistant

ADDENDA:

| ADDENDA: | July 12, 20 24 @ 2pm. |
|---|--|
| The undersigned acknowledges receipt of the f | ollowing addenda and has Atteste Matradraderebergs in this |
| bid. Addendum #1 | Administrative Officer and Clerk of |
| | the Board, Inyo County, CA. |

(Fill in addendum numbers and dates addenda were received. If none have been received,

WARNING:

IF ADDENDA WERE ISSUED BY THE COUNTY AND ARE NOT NOTED ABO **RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.**

ACQUIRE SRE - AIRPORT SNOWPLOW VEHICLE FOR THE BISHOP AIRPORT **Bid Proposal Form** Page 3

AMENDMENT NO. 3 To Agreement Between COUNTY OF INYO and <u>H.W. LOCHNER, INC (FORMERLY ARMSTRONG CONSULTANTS)</u>

For

On-Call Airport Engineering, Architecture and Planning Services

AQUIRE SNOW REMOVAL EQUIPMENT

WHEREAS, the County of Inyo (hereinafter referred to as "County") and <u>Armstrong Consultants</u> (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated <u>November 1, 2022</u>, on County of Inyo Standard Contract No. 161, for the term from <u>November 1, 2022</u> to <u>October 31, 2027</u>;

WHEREAS, effective September 3, 2024, Armstrong Consultants, assigned County of Inyo Standard Contract No. 161 to H.W. Lochner, Inc. (hereinafter referred to as "Consultant");

WHEREAS, County and Consultant 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 Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

"The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed <u>two hundred twenty two thousand, three hundred and seventy</u> <u>two dollars (\$222,372.00)</u> (hereinafter referred to as "Contract limit").

- 2. Attachment A to the Contract, <u>Scope of Work</u>, shall be revised to include the additional tasks required for the Passenger Enplanement Forecast and Terminal Study as described Attachment A-3 to the Contract.
- 3. The Consultant's fee for the scope of work described in Attachment A-3 to the Contract shall be the lump-sum, fixed-price fee of \$27,240.
- 4. Per paragraph 27 of the Contract, Inyo County hereby consents to the assignment of all of Contractor's right, responsibilities, and liabilities under the Contract to H.W. Lochner, Inc..

The effective date of this amendment to the Agreement is 3/1/2024.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

County of Inyo Standard Contract – No. 161 Amendment No. 3

AMENDMENT NO. 3 To Agreement Between COUNTY OF INYO and <u>H.W. LOCHNER, INC (FORMERLY ARMSTRONG CONSULTANTS)</u> For

On-Call Airport Engineering, Architecture and Planning Services

AQUIRE SNOW REMOVAL EQUIPMENT

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF ______, 2024.

COUNTY OF INYO

CONSULTANT: ARMSTRONG CONSULTANTS

By: Che Vale

Dated:

Dated: Sep 3, 2024

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz Grace Weitz (Sep 3, 2024 09-25 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

County of Inyo Standard Contract – No. 161 Amendment No. 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND <u>H.W. LOCHNER, INC (FORMERLY ARMSTRONG CONSULTANTS)</u> FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND PLANNING SERVICES

TERM: FROM: <u>November 1, 2022</u> TO: <u>October 31, 2027</u>

SCOPE OF WORK

The scope of work described in the original Contract, dated November 1, 2022, is revised to include additional tasks required for the acquisition of airport snow removal equipment, as further described in the attached *Task Order D*, dated July 22, 2024 from Armstrong Consultants.

TASK ORDER D ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN SPONSOR AND ENGINEER, DATED JULY 22, 2024

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

- 1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on November 1, 2022, between **COUNTY OF INYO, CALIFORNIA (Sponsor)** and **ARMSTRONG CONSULTANTS, INC.**, **(Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.
- 2. LOCATION Bishop Airport, Bishop, California
- 3. WORK PROGRAM Attached

Element 1 – Acquire Snow Removal Equipment

4. FEES - The fees will be as noted below. (All lump sums)

| Element 1 – Project Development and Administration | \$4,110.00 |
|--|-------------|
| Element 1 – Bid Document Development | \$14,020.00 |
| Element 1 – Bidding Services | \$4,610.00 |
| Element 1 – Contract Administration Services | \$3,030.00 |
| Element 1 – Project Closeout | \$1,470.00 |
| Engineering Total | \$27,240.00 |

5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program, issued May 24, 2023, is incorporated by reference.

SPONSOR: COUNTY OF INYO, CALIFORNIA

ENGINEER: ARMSTRONG CONSULTANTS, INC.

Erik Vlisk

Erik Vliek, Business Manager



SCOPE OF WORK BISHOP AIRPORT COUNTY OF INYO, CALIFORNIA

ELEMENT #1 ACQUIRE SNOW REMOVAL EQUIPMENT

- 1. This project element includes the acquisition of an all-wheel drive airport runway plow truck, and an industrial 4X4 tractor with snow removal attachments to be used on the Airport.
 - 1.1. The vehicles specified are an all-wheel drive truck with a 14-foot high-speed runway plow and an industrial 4X4 tractor with snow removal attachments. The attachments will include a front mounted rotary broom, a multi-function ramp plow and a rotary snow blower. The vehicles will also include an aviation band radio (ICOM IC-A120) installed in the cab.
 - 1.2. The airport currently utilizes County-owned and operated equipment for snow removal activities. This project will acquire snow removal equipment that will be used only on Airport property and airfield pavement. The snow removal equipment storage building is pending construction; once completed this equipment will be stored within the building.

Estimated Equipment Cost is:

| Plow Truck | \$300,000 |
|----------------------------|-----------|
| Industrial 4X4 tractor | \$200,000 |
| - Loader/4-in-1 bucket | \$27,000 |
| - Rotary broom | \$20,000 |
| - Multi-function ramp plow | \$15,000 |
| - Rotary snow blower | \$25,000 |



I. PROJECT DEVELOPMENT AND ADMINISTRATION

The project development and administration phase is intended to complete the necessary preliminary actions required to initiate and manage the project in accordance with established Federal, State and Local policies and procedures.

- 1. Conduct a scoping conference with the Sponsor and FAA to establish parameters for the project definition, budget, schedule, and equipment availability.
- 2. Develop preliminary cost estimates for the proposed equipment based on supplier quotes.
- 3. Develop and submit a detailed Scope of Work for review and approval. Upon submittal, the Engineer will solicit feedback from the Sponsor and FAA and refine the detailed Scope of Work based on feedback received. This task assumes one round of edits based on Sponsor input and a separate round of edits based on FAA input.
- 4. Following approval of the detailed Scope of Work, the Engineer will prepare a detailed fee estimate showing an hourly breakdown of staff resources required for each task, including incidental expenses related to travel, printing, and/or shipping.
- 5. Incorporate final detailed Scope of Work and negotiated fees into a final Agreement for Professional Services and coordinate final approval and signature with the Sponsor.
- 6. Project Management and Administration. Project management and administration includes coordination between Engineer staff, Sponsor, and FAA that is not related to a specific task but is essential to the project process. This work includes:
 - a. Drafting project correspondence for Sponsor's use in coordination with FAA.
 - b. Perform the business aspects of the project.
 - c. Perform the grant administration for the project.



II. BID DOCUMENTS DEVELOPMENT

The bid documents development phase is intended to identify and evaluate cost effective and practical solutions for the equipment identified. The designer will complete its evaluation of alternatives through contacts with local authorities, equipment vendors, and a practical design approach. A formal set of bidding documents, including technical specifications, will be developed.

- 1. Evaluate local conditions:
 - a. Evaluate airfield needs for snow removal equipment.
 - b. Evaluate existing airfield equipment to determine compatibility constraints.
 - c. Evaluate existing storage facility to determine size compatibility constraints.
 - d. Research available snow removal equipment options
 - e. Solicit input from various equipment dealers and manufacturers.
- 2. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the desired equipment. Specifications will include sufficient details to ensure that the equipment being acquired meets the needs of the airport. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.
- 3. Conduct preliminary review of equipment specifications with the FAA and Sponsor and solicit preliminary design review comments.
- 4. Incorporate preliminary design comments and respond as necessary to requests for additional information.
- 5. Prepare preliminary contract documents. The Engineer will prepare the contract documents including the agreement between the Sponsor and equipment Supplier. Preparation will include establishing the location for delivery and commissioning. Contract documents will be prepared and submitted to the FAA and Sponsor for review prior to finalizing the purchase. The Sponsor is ultimately responsible for reviewing and ensuring contract terms comply with local law and requirements.
- 6. Prepare final Estimate of Probable Equipment Cost for each Element. The estimate will be based on information obtained from previous projects, equipment dealers, manufacturers, and other databases available.
- 7. Prepare and submit FAA design Modifications to Standards, if necessary.



III. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in obtaining proposals for the desired equipment. It is anticipated that this will be accomplished by a competitive bid process. Engineer will assist in dialogue with potential bidders to quantify bidder questions and assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on page 1 cover one iteration of the bidding process.

- 1. Assist the Sponsor with advertising and interpretation of the project requirements. Equipment specifications will be available via the web site of Armstrong Consultants. The Sponsor, State, and FAA will be given a digital copy of the specifications and contract documents.
- 2. Evaluate bids received for qualifications according to Federal Procurement requirements.
- 3. Prepare an abstract of bids received and prepare an award recommendation letter.
- 4. Assist in award notification to chosen vendor(s).



IV. CONTRACT ADMINISTRATION SERVICES

During the construction phase of the project, the Engineer will assist the Sponsor with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

- 1. Coordinate delivery of equipment and required user training.
- 2. Conduct final project inspection with the Sponsor, FAA, and the Contractor. Any punch list items will be noted and coordinated with the Contractor for necessary action.



V. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

- 1. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271, draft grant closeout request letter.
- 2. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance.



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TERM: FROM: <u>November 1, 2022</u> TO: <u>October 31, 2027</u>

SCHEDULE OF FEES

The County agrees to pay the Consultant for services performed under the conditions of this agreement the lump sum fixed price amount of \$27,240 for the services detailed in Attachment A-3.

Armstrong Amendment 3_v2

Final Audit Report

2024-09-03

| Created: | 2024-08-30 |
|-----------------|--|
| By: | Ashley Helms (ahelms@inyocounty.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAZIbQ8HCB9C-WqGuf5xUwc8E9b3_E9jNG |

"Armstrong Amendment 3_v2" History

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CALIFORNIA

- Document e-signed by Christie Martindale (cmartindale@inyocounty.us) Signature Date: 2024-09-03 - 9:14:26 PM GMT - Time Source: server
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Agreement completed. 2024-09-03 - 9:49:03 PM GMT





INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

September 10, 2024

Reference ID: 2024-638

Road Closure Accommodating California Indian Day Parade Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Kevin Rainbolt, Engineering Assistant

Approve road closures on North See Vee, Diaz, and North Barlow Lanes with detours between the hours 7 a.m. and 12 p.m. on Friday, September 27, 2024 for the purpose of the annual Bishop Paiute Tribe and Toiyabe Indian Health Project California Indian Day Parade/Run.

BACKGROUND / SUMMARY / JUSTIFICATION:

On Friday, September 27th, 2024, between the hours of 7:00 a.m. and 12:00 p.m., the Bishop Paiute Tribe & Toiyabe Indian Health Project plan to hold their annual Parade/Run celebrating California Indian Day. Both agencies have submitted special event permits requesting permission to close portions of See Vee Lane, Diaz Lane, and North Barlow Lane for these events. These agencies are timing their events to follow in succession, limiting the impact on the traveling public that utilize these roads on a regular basis. The 1.1 mile parade/run will begin at the Bishop Paiute Tribal Office at 50 Tu-Su Lane and will travel north on See Vee Lane before turning west onto Diaz Lane. The route will then turn south onto Barlow Lane and will end at the Bishop Indian Educational Center.

The area of the proposed road closures, See Vee Lane, Diaz Lane, and Barlow Lane provide access for residents of the Bishop Paiute Tribe. The Inyo County Road Department will include provisions in the permit to enable people within the road closure to access their homes, and will provide signs to assist with the closure of these roads. There will be minimal impact on people trying to cross the reservation, as there are many alternate routes around the proposed road closures. The permittees will be required to arrange for staging and placement of traffic control devices needed for these road closures.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the closing of these roads for these events. This is not recommended, as the parade/run impact will be minimal and closure of the roadways will greatly increase the safety of the participants.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Enhanced Health, Social, & Senior Services High Quality Services I High-Quality County Government Services High Quality Services I Public Safety and Emergency Response

APPROVALS:

Kevin Rainbolt Darcy Ellis Kevin Rainbolt Keri Oney John Vallejo Amy Shepherd Nate Greenberg Created/Initiated - 8/19/2024 Approved - 8/19/2024 Approved - 8/19/2024 Approved - 8/20/2024 Approved - 8/20/2024 Approved - 8/20/2024 Final Approval - 9/4/2024

ATTACHMENTS:

1. Special Event Permit No. 24-12



ROAD DEPARTMENT

168 N. EDWARDS ST. - P.O. DRAWER Q INDEPENDENCE, CA 93526 PHONE: (760) 878-0201 FAX: (760) 878-2001 COUNTY

OF

INYO

SPECIAL EVENT PERMIT

| To: Bishop Paiute Tribe | PERMIT NO: | SE 24-12 |
|-------------------------|--------------------|----------|
| 50 N. Tu Su Lane | FEE: | N/A |
| Bishop, CA 93514 | DATE: | 8/19/24 |
| | RECEIPT NO: | N/A |

Attn: Meryl Picard / Charlene Keller

In compliance with your request of **August 15th**, **2024** and subject to all terms, conditions and restrictions written below or printed as general or special provisions or part of this form, **PERMISSION IS HEREBY GRANTED TO**:

Bishop Paiute Tribe or their representative to use roadways within the Inyo County right-of-way for the purposes of a special event, the 2024 California Indian Day Parade. This event shall take place on September 27th, 2024 in accordance with the provided map. For the purposes of the event, road closures are permitted on portions of See Vee Lane, Diaz Lane and North Barlow Lane in Bishop.

SPECIAL PROVISIONS

Traffic Control

The event may not be held in the Inyo County right-of-way until adequate signage is in place to notify traffic regarding the event and respective road closures. The permittee shall be responsible for facilitating passage through the road closures for residents affected by event. The event and related work is permitted between the hours of 7:00 A.M and 12:00 P.M. on September 27th, 2024.

Signs, barricades, and/or cones for special event may be obtained from the Inyo County Road Department. If County equipment is requested, the Permittee or their representative must, as a responsible party, sign a COUNTY LOAN AGREEMENT. Please contact Dale Renfro at (760) 878-5132 to make arrangements to pick up equipment and sign the loan agreement. If Dale cannot be reached, call the Road Department at 760-878-0212.

Insurance Requirements for Special Event Permit

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors. Insurance shall meet the minimum requirements stipulated.

GENERAL PROVISIONS

The Permittee shall indemnify and save harmless the County of Inyo and all officers, employees and agents thereof, including but not limited to the Director of Public Works and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the Permittee, persons employed by the Permittee, persons acting on behalf of the Permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the Permittee's part to perform his obligations, or resulting from defects or obstructions, or from any cause whatsoever arising during the progress of work, or other activity at any subsequent time being performed under the rights and obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Permittee waives any and all rights to any type of implied indemnity against the County, its officers, employees or agents. It is the intent of the parties that the Permittee will indemnify and hold harmless the County, its officers, employees and agents from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County, the Permittee, persons employed by the Permittee, or persons acting in behalf of the Permittee.

Acceptance of this permit constitutes an agreement by the Permittee to observe and comply with all of the general and special provisions on the face of the permit and its accompaniments.

This permit is null and void and hereby declared non-existent if the Permittee fails to adhere to all provisions stipulated herein.

This permit shall be void unless the work herein contemplated shall have been completed on or before **September 27th, 2024.**

Inyo County Road Dept. County of Inyo

By <u>K. Rainbolt</u>

Kevin Rainbolt Engineering Assistant II

CC: Road District 1



ROAD DEPARTMENT

P.O. DRAWER Q – 168 N. EDWARDS STREET INDEPENDENCE, CA 93526 PHONE: (760) 878-0201 FAX: (760) 878-2001



Michael Errante, Public Works Director Shannon Platt, Road Superintendent

APPLICATION FOR A SPECIAL EVENT PERMIT

Bishop Paiute Tribe

Applicant/Permittee

Address 50 Tu Su Lane

Bishop, California 93514 City/State/Zip Code

PARADE (×) DANCE ()

8-15-2024 Date Meryl Picard or Charlene Keller Contact Person 760-873-3584 Phone charlene.keller@bishoppaiute.org E-Mail

OTHER ()

(For County Use Only) Permit #: SE 24-12

Fee: NA

Receipt: NA

Issue Date: 8/19/24

Expires: 9/27/24

By: K. Rainbolt

DESCRIBE THE EVENT IN DETAIL. INCLUDE MAP OR DRAWING.

2024 California Indian Days Parade

NAME OF ROAD (S) OR INYO COUNTY PROPERTY: Starting point - 270 See Vee Lane to (left) Diaz

RACE ()

Lane (left) on No. Barlow Lane and ending at the No. Barlow Lane Gym (road closure)

REQUESTED DATE (S) OF PERMIT: Friday, September 27, 2024

| ROAD CLOSURE: YES (×) NO () HOURS: 7:00 | pm to <u>12:00</u> am/pm on <u>9</u> / <u>27</u> / <u>24</u> |
|--|--|
|--|--|

TRAFFIC CONTROL NEEDED: YES () NO (×)

(TRAFFIC CONTROL SHALL BE PROVIDED BY CHP OR INYO COUNTY SHERIFF)

SPECIAL CONDITIONS:

LIMITATION OF INYO COUNTY'S LIABILITY

The County of Inyo, its officers, agents and employees, including but not limited to the Director of Public Works, shall not be answerable, accountable or liable in any manner for injury to, or death of, any person resulting from activities conducted pursuant to this Permit, including but not limited to injuries to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or any other person, or for damage to property from any cause.

Permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the use of the facilities or the activities of Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission including negligence, gross negligence, recklessness or willful misconduct of the Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, except such loss or damage which is caused by the sole active negligence or willful misconduct of the County.

Permittee'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 Agreement for Permittee to procure and maintain a policy of insurance. Insurance Requirements are attached as Attachment 1.

ACKNOWLEDGMENT AND AGREEMENT OF PERMITTEE

Permittee has read and understands this permit application form and the terms and conditions herein and, as a condition of receiving the permit, agrees to the same.

| PERMITTEE SIGNATURE: K. The | DATE: 8-15-2024 |
|--|------------------------|
| County use only below this li | ne |
| INSURANCE APPROVED: YES (X) NO | |
| () ATTACHMEN <u>TS:</u> | |
| COPIES TO: THIS PERMIT IS TO BE STRICTLY ENFORCED AND NO THAT SPECIFICALLY MENTIONED ABOVE IS AUTHOR | |
| APPROVED BY: <u>K. Rainbolt</u> | DATE:8/19/24 |
| PERMIT NUMBER: SE 24-12 | |

Special Event Permit Application - Updated 03/25/2023

PROCEDURE FOR OBTAINING A PERMIT TO HOLD PUBLIC EVENT ON COUNTY ROADS OR PROPERTIES UNDER COUNTY JURISDICTION

Obtain an "**Application for Special Event Permit**" form from the Inyo County Department of Public Works.

Return the permit application, properly filled out, with event location and limits clearly defined. A sketch map, of a quality that is reproducible and showing all of the facilities, roads and/or properties to be involved in the event is required, if applicable. Event duration and time of start and finish must be stated, as well as, date of event.

A parade permit shall be obtained from the State (Caltrans) permit engineer if applicable.

The permit application should be returned to the County Department of Public Works, Independence at least thirty (30) days prior to the event date. The Department of Public Works must have time to prepare the permit and get it into the hands of the Permittee, the Highway Patrol, Inyo County Sheriff's Office, the Fire Department and all other agencies concerned.

Your permit when received has instructions that must be followed. The County is in no way obligated to take part in the preparations or clean-up of the event. An assist may be procured from the County or State for providing signs and barricades.

<u>Notification of request for County signs, barricades, and/or cones for special event</u> <u>must be 10 days in advance. If County equipment is requested there must be an</u> <u>event responsible party that can sign a COUNTY LOAN AGREEMENT. Please contact</u> <u>Travis Dean at 760-878-0203 to make arrangements to pick up/deliver equipment and</u> <u>sign the loan agreement. If you cannot reach Travis Dean please contact the Road</u> <u>Superintendent Shannon Platt at 760-873-4733 or 760-937-5136.</u>

Your local California Highway Patrol, Sheriff's Department, County and State road maintenance foremen and Fire Department must all be notified of your permit and the event program. Their cooperation in advising you of all requirements and assists can be expected and should be asked.

The County provides copies of the permit to the departments concerned as a courtesy. This does not relieve the Permittee of notifying the agencies listed.

Insurance Requirements for Special Event Permit

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Form CG 00 01, covering **Commercial General Liability** (CGL) on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the use includes athletic activities, Permittee shall provide evidence that the CGL includes coverage for injuries to athletic participants and/or provide evidence of Participant Accident Insurance. Athletic participant waivers should specifically include "Inyo County, its officials, officers, agents, employees, and volunteers" and the location name.

If the Permittee 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 Permittee. Any available 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 officials, officers, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of liability arising out of the use of the facility, work or operations performed by or on behalf of the Permittee including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

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

Umbrella or Excess Policy

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

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

Permittee hereby grants Inyo County a waiver of any right to subrogation which any insurer of said Permittee may acquire against Inyo County by virtue of the payment of any loss under said insurance. Permittee 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 from the insurer.

Acceptability of Insurers

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

Verification of Coverage

Permittee 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. All certificates and endorsements are to be received and approved by Inyo County *at least five days* before Permittee commences activities.

Liquor Liability

If Permittee will be supplying alcoholic beverages, or if the event is "bring your own alcohol", the general liability insurance shall include host liquor liability coverage. If Permittee is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Permittee intends to sell alcohol either the Permittee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Homeowners Insurance

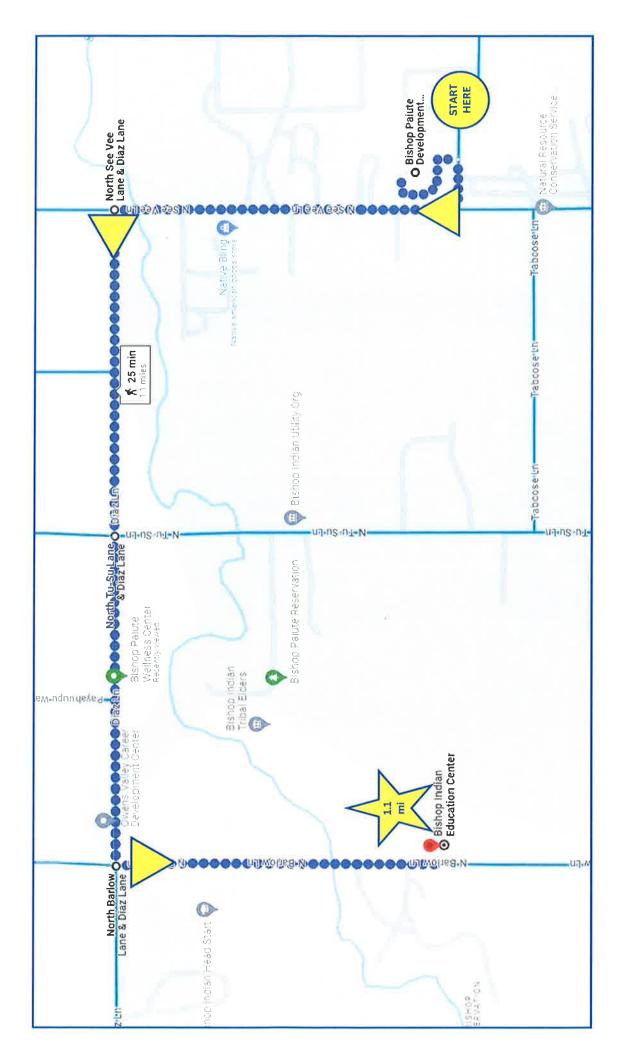
In some cases, the Permittee's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Permittee should provide these requirements to his or her agent to confirm and provide verification to Inyo County.

Special Events Coverage

Special events coverage is available from local insurance brokers and online insurance retailers for an additional fee to provide the liability insurance required by this agreement. Inyo County does not sell insurance.

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.





CERTIFICATE OF LIABILITY INSURANCE

DAYALA DATE (MM/DD/YYYY) 8/16/2024

BISHPAI-01

| C B | HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF IN | IVEL SURA | Y OI | R NEGATIVELY AMEND, E DOES NOT CONSTITU | EXTE | ND OR ALT | FER THE CO | OVERAGE AFFORDED | вү тн | E POLICIES |
|-------------------|--|----------------|----------------|--|--------------------------------------|----------------------------|---------------------------------|---|----------|-----------------------|
| IN If | EPRESENTATIVE OR PRODUCER, AI IPORTANT: If the certificate holde SUBROGATION IS WAIVED, subje | risa ctto | n AD the | DITIONAL INSURED, the terms and conditions of | the po | licy, certain | policies may | | | |
| PRO Pac 132 | his certificate does not confer rights t DUCER ific Ag Insurance Agency Inc.) Whitley Ave | o the | cert | ificate holder in lieu of su | CONTAC NAME: PHONE (A/C, No | CT , Ext): (559) 9 | 992-1245 | | (559) | 992-8185 |
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| A | X COMMERCIAL GENERAL LIABILITY | | | NACL00574-15 | | 2/1/2024 | 2/1/2025 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ \$ | 10,000,000 300,000 |
| | | | | | | | | MED EXP (Any one person) | \$ | |
| | | | | | | | | PERSONAL & ADV INJURY | \$ | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE | \$ | 10,000,000 |
| | | | | | | | | PRODUCTS - COMP/OP AGG | \$ | 10,000,000 |
| | OTHER: | | | | | | | Emp Ben. | \$ | 10,000,000 |
| Α | | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | 10,000,000 |
| | X ANY AUTO | | | NACL00574-15 | | 2/1/2024 | 2/1/2025 | BODILY INJURY (Per person) | \$ | |
| | OWNED AUTOS ONLY SCHEDULED | | | | | | | BODILY INJURY (Per accident) | \$ | |
| | HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | | \$ | |
| | UMBRELLA LIAB OCCUR | | | | | | | EACH OCCURRENCE | \$ | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE | \$ | |
| | DED RETENTION \$ | | | | | | | | \$ | |
| Α | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | PER OTH- STATUTE ER | | |
| | | | | OBHP273683545 | | 2/1/2024 | 2/1/2025 | E.L. EACH ACCIDENT | \$ | 1,000,000 |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ | 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | 1,000,000 |
| В | Property | | | TPIP2023(DEC37)9219 | | 7/1/2024 | 7/1/2025 | | | |
| DES Evid | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC ence of Insurance for upcoming Indian | LES (/ Para | ACORI de to | D 101, Additional Remarks Schedu be held on Spetember29th | le, may b 1 2024. | e attached if mo | re space is requir | ed) | | |
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| | County of Inyo 1360 N Main St Bishop, CA 93514 | | | | THE | EXPIRATIO | N DATE TH | ESCRIBED POLICIES BE CA IEREOF, NOTICE WILL I Y PROVISIONS. | | |
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INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

September 10, 2024

Reference ID: 2024-702

Public Hearing for and Approval of Fiscal Year 2024-2025 County Administrative Officer's Recommended Budget County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer, Amy Shepherd, Auditor/Controller, Denelle Carrington, Assistant Director of Budget and General Services

RECOMMENDED ACTION:

A) Hold a Public Hearing on the Fiscal Year 2024-2025 CAO Recommended Budget;

B) Discuss and/or solicit feedback on the proposed individual department budgets (in the order prescribed in attached list);

C) Adopt the Fiscal Year 2024-2025 Budget as Recommended by the County Administrator, including the recommendations presented herein;

D) Provide direction with regard to the use of Fund Balance the Auditor-Controller may certify below or in excess of \$4,200,000; and

E) Set adoption of the Final Budget for September 24, 2024 or schedule a special meeting of the Board of Supervisors, depending on when Budget Hearings conclude.

BACKGROUND / SUMMARY / JUSTIFICATION:

This item will allow for the presentation of the Fiscal Year 2024-2025 County Administrative Officer's (CAO's) Recommended Budget. As a part of this item, the Board will conduct a Public Hearing during which staff will answer questions, gather feedback, and respond as appropriate.

The budget can be accessed online and interacted with at <u>https://bit.ly/Inyo2425CAORecBudget</u>. This year's Budget Book is online and fully interactive and broken into sections. Hard copies are available for public review at the Clerk of the Board of Supervisors office, 224 N. Edwards St., Independence.

The Executive Summary for this year's budget is attached to this agenda item, or may be accessed online.

FISCAL IMPACT:

The Fiscal Year 2024-2025 CAO Recommended Budget is fully balanced, with a total of \$169,434,568 in expenditures and \$152,473,972 in revenues, which represents a 4% increase (or \$6.4 million) over the Fiscal Year 2023-2024 Budget.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request at this time any changes it desires to the CAO Recommended Budget, which will be brought forth as part of the Final Budget on September 24, 2024. Your Board may continue the budget hearings for up to 14 days, but must approve a final budget no later than October 2, 2024.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

All County departments contributed to the development of the CAO Recommended Budget.

STRATEGIC PLAN ALIGNMENT:

The FY 2024-2025 CAO Recommended Budget aligns with the Strategic Plan in the following areas:

Thriving Communities | Community Revitalization Through Effective Planning Thriving Communities | Community Supporting Infrastructure Improvements Thriving Communities | Highest and Best use of Property Thriving Communities | Improve Housing Opportunities Thriving Communities | Enhanced Health, Social, & Senior Services **Thriving Communities** I Quality Parks and Recreation Amenitiies Thriving Communities | Enhanced Transportation Services Thriving Communities | Climate Resilience and Natural Resource Protection Economic Enhancement I Local Businesses, Organizations, and Workforce **Economic Enhancement** | Sustainable Recreation Initiatives **Economic Enhancement** I Collaborative Regional Economic Development High Quality Services I Quality County Employees High Quality Services I High-Quality County Government Services High Quality Services I Improved Access to Government High Quality Services | Improved County Facilities High Quality Services I Public Safety and Emergency Response

APPROVALS:

Darcy Ellis Darcy Ellis Keri Oney John Vallejo Amy Shepherd Nate Greenberg Created/Initiated - 9/4/2024 Approved - 9/5/2024 Approved - 9/5/2024 Approved - 9/5/2024 Approved - 9/5/2024 Final Approval - 9/5/2024

ATTACHMENTS:

- 1. 2024-2025 CAO Recommended Budget Executive Summary
- 2. List of Budgets by Department



Inyo County, California Inyo County 2024-2025 Budget



CAO Recommended Version - 8/30/2024

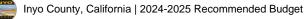




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BUDGET OVERVIEW

Executive Summary

The Fiscal Year 2024-2025 Inyo County Recommended Budget takes a realistic approach toward delivering Core Services and County operations, allocating funds toward a number of significant projects and organizational priorities, all while balancing the realities of limited revenue streams. Despite the complexities and uncertainties of the state's budget, Inyo County remains in a stable financial position going into the fiscal year. This is largely attributable to careful planning and thoughtful budget practices over the years, which balance the use of recurring and one-time revenues from federal, state, and local sources, while simultaneously building reserves that allow us to weather periods of financial challenge.

This year's budget is fully balanced, with a total of \$169,434,568 in expenditures and \$152,473,972 in revenues, which represents a 4% increase (or \$6.4 million) over the Fiscal Year 2023-2024 Budget. The General Fund makes up roughly 55% for a total of \$93,368,170 in expenditures and \$89,168,170 in revenues and is projected to use \$4,200,000 in Fund Balance. The County continues to see modest growth in discretionary revenues through local taxes. This year, increases were seen in Property Tax revenue (5.83%), Transient Occupancy Tax (2.43%), and Sales Tax (7.14%). Despite these increases, we are subject to the pressures of inflation and other associated cost increases which require the organization to remain conservative in our budgeting.

Like all other public agencies in California, the County is reacting to the realities of rising labor and associated "uncontrollable costs" for medical insurance (expected to increase by 15% in FY 2024-2025), Worker's Compensation, and Public Liability. Despite these factors, adding 5½ Full-Time Equivalent positions, and providing a 4% Cost of Living Adjustment for the workforce in July 2024, labor costs only rose by 7.3% over the prior fiscal year. It is worth noting that the organization is in the midst of a generational shift. Roughly one-fourth of our workforce could retire today and 30% in the next 15 years. In order to ensure stability within the organization for the long-term, it is imperative that we effectively recruit, retain, and develop staff. In support of this, the County is investing a significant amount of money in the implementation of a comprehensive Classification and Compensation Study, as well as continued support of leadership development programs.

This year's budget continues to emphasize the need to support our communities and residents with a wide range of critical services. These services and associated supplies are delivered through a combination of General and Non-General Fund dollars, which for the first year in some time, have remained flat with the previous year – indicating a thoughtful approach by departments to leverage resources effectively and work to control costs. Departments continue to track and evolve with the changing landscape in Health and Human Services, criminal justice, and other state and federal programs, where they are constantly required to find ways to integrate new expectations while continuing long-standing programs. This budget also recognizes the County's need to continue recovery from significant infrastructure impacts caused by multiple past natural disasters, while also addressing several long-standing deferred maintenance priorities. Additionally, this budget prioritizes an array of forward-leaning investments in staff, programs, and services throughout the organization which aim to take further advantage of historic and unique opportunities such as California Jobs First and recently secured Congressionally Directed Spending appropriations.

County leadership continues to express the importance of fiscal resiliency, realized through diverting unspent contingencies into reserves at the end of each fiscal year, and otherwise contributing funds whenever available to unfunded liabilities for future benefit. Through these practices and this budget, Inyo County has nearly \$11.6 million in Reserves (12.96% of this year's projected General Fund revenues), which further places us on stable footing should an economic downturn occur.

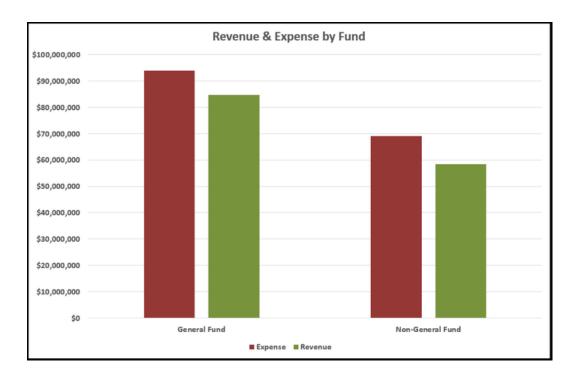
With the multitude of large and complex endeavors underway and on the horizon countywide, a new Project Management Office (PMO) was established within Administration last fiscal year. This team is working closely with departments, the Budget Team, and Board of Supervisors to more effectively align priorities and help execute projects. While the countywide project portfolio consists of several hundred items, some of the key areas of focus and investment in this year's budget are called out below:

- Bargaining and implementation of Class & Compensation Study aimed at competitively adjusting salaries to the market while also reconciling internal equity, placement, and modernizing position descriptions across the organization.
- Completion of Independence Jail security upgrade project.
- Completion and opening of the Small Business Resource Center in downtown Bishop.
- Countywide HVAC infrastructure and power resiliency to support warming and cooling centers in each community, in addition to improvements at several County Campus facilities.
- Finalization of improvements to the Sheriff Administration offices in Independence.
- Completion of Public Safety Radio System upgrades and radio replacements.
- Replacement of 11 Sheriff vehicles.

- Cost-sharing investment in partnership with Federal Highways Administration toward the reconstruction and betterment of Whitney Portal Road which was destroyed during Tropical Storm Hillary.
- Additional investments in park improvements, including picnic tables, playground equipment, bridge replacements, and athletic field improvements.
- Partial utilization of the \$2M Congressionally Directed Spending (earmark) to support the construction of a new terminal building at the Bishop Airport, along with General Fund investments to replace equipment and support commercial air service operations.
- Award of a \$1.5M Congressionally Directed Spending (earmark) to construct two new fire stations in Tecopa and Charleston View for the Southern Inyo Fire Protection District.

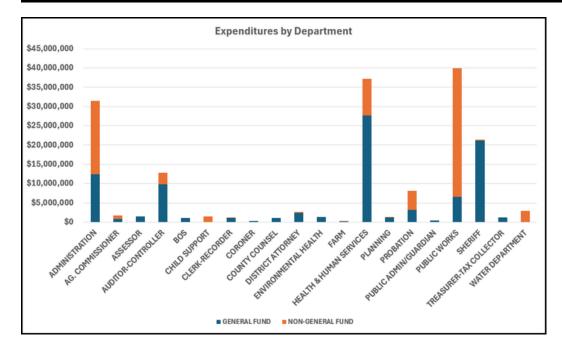
Budget Summary

| | Depa | artment Requested E | Budget | CAO | Recommended E | Budget |
|------------------|---------------|---------------------|-----------------|---------------|---------------|-----------------|
| | Expense | Revenue | Shortfall | Expense | Revenue | Shortfall |
| General Fund | \$93,966,479 | \$84,641,542 | \$ (9,324,937) | \$93,368,170 | \$89,168,170 | \$ (4,200,000) |
| Non-General Fund | \$ 69,064,361 | \$ 58,351,208 | \$ (10,713,153) | \$ 76,066,398 | \$ 63,305,802 | \$ (12,760,596) |
| All Funds | \$163,030,840 | \$142,992,750 | \$ (20,038,090) | \$169,434,568 | \$152,473,972 | \$ (16,960,596) |



Department Expenditure Summary

| DEPARTMENT | GENERAL FUND | NON-GENERAL FUND | TOTAL |
|-------------------------|--------------|------------------|---------------|
| ADMINISTRATION | \$12,467,643 | \$19,029,838 | \$31,497,481 |
| AG. COMMISSIONER | \$811,178 | \$988,868 | \$1,800,046 |
| ASSESSOR | \$1,442,674 | | \$1,442,674 |
| AUDITOR-CONTROLLER | \$9,791,601 | \$3,047,015 | \$12,838,616 |
| BOS | \$1,094,402 | | \$1,094,402 |
| CHILD SUPPORT | | \$1,428,485 | \$1,428,485 |
| CLERK-RECORDER | \$1,062,209 | \$179,715 | \$1,241,924 |
| CORONER | \$265,224 | | \$265,224 |
| COUNTY COUNSEL | \$1,043,290 | | \$1,043,290 |
| DISTRICT ATTORNEY | \$2,340,060 | \$314,510 | \$2,654,570 |
| ENVIRONMENTAL HEALTH | \$1,420,092 | | \$1,420,092 |
| FARM | \$155,300 | \$12,000 | \$167,300 |
| HEALTH & HUMAN SERVICES | \$27,730,915 | \$9,418,841 | \$37,149,756 |
| PLANNING | \$1,178,534 | \$135,459 | \$1,313,993 |
| PROBATION | \$3,193,624 | \$4,966,725 | \$8,160,349 |
| PUBLIC ADMIN/GUARDIAN | \$379,206 | | \$379,206 |
| PUBLIC WORKS | \$6,594,585 | \$33,340,677 | \$39,935,262 |
| SHERIFF | \$21,178,337 | \$257,286 | \$21,435,623 |
| TREASURER-TAX COLLECTOR | \$1,219,296 | | \$1,219,296 |
| WATER DEPARTMENT | | \$2,946,979 | \$2,946,979 |
| TOTALS | \$93,368,170 | \$76,066,398 | \$169,434,568 |

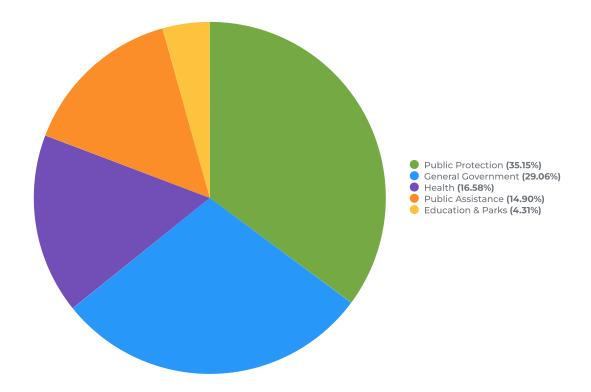


PREVIOUS (https://county-inyo-ca-budgetbook.cleargov.com/18127/introduction/abbreviations) NEXT (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/general-fund-budget-analysis)

General Fund: Expense by Function

| Expense by Function | Recommended Budget | Percent |
|---------------------|--------------------|---------|
| General Government | \$ 27,136,057 | 29.06% |
| Public Protection | \$ 32,815,525 | 35.15% |
| Public Assistance | \$ 13,912,314 | 14.90% |
| Health | \$ 15,476,893 | 16.58% |
| Education & Parks | \$ 4,027,381 | 4.31% |
| TOTAL | \$ 93,368,170 | 100.00% |

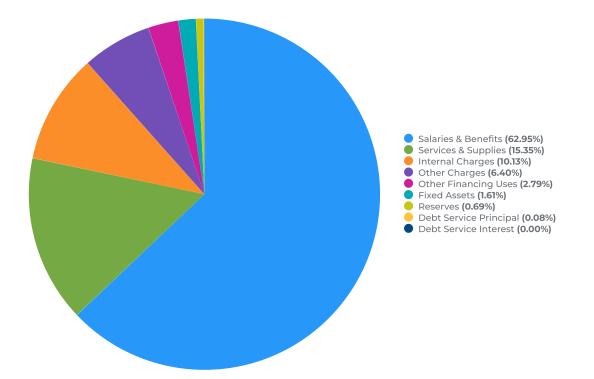
General Fund Expenditures By Function



General Fund: Expense by Category

| Expense by Category | CAO Recommended | Percent |
|------------------------|-----------------|---------|
| Salaries & Benefits | \$ 58,773,629 | 62.95% |
| Services & Supplies | \$ 14,329,694 | 15.35% |
| Internal Charges | \$ 9,457,733 | 10.13% |
| Other Charges | \$ 5,979,717 | 6.40% |
| Debt Service Principal | \$ 71,025 | 0.08% |
| Debt Service Interest | \$ 3,076 | 0.00% |
| Fixed Assets | \$ 1,504,073 | 1.61% |
| Other Financing Uses | \$ 2,609,223 | 2.79% |
| Reserves | \$ 640,000 | 0.69% |
| TOTAL | \$ 93,368,170 | 100.00% |

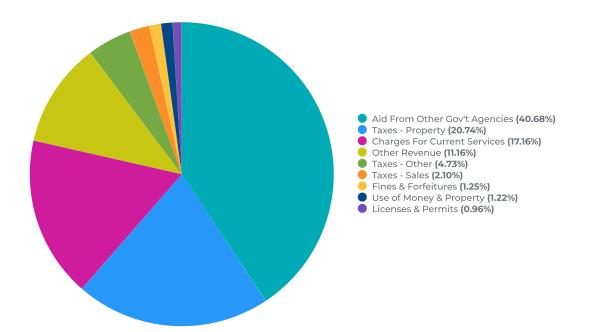
General Fund Expenditures by Category



General Fund: Revenue by Category

| Revenue Category | CAO Recommended | Percent |
|------------------------------|-----------------|---------|
| Taxes - Property | \$ 18,494,000 | 20.74% |
| Taxes - Other | \$ 4,215,000 | 4.73% |
| Taxes - Sales | \$ 1,875,000 | 2.10% |
| Licenses & Permits | \$ 854,123 | 0.96% |
| Fines & Forfeitures | \$ 1,118,839 | 1.25% |
| Use of Money & Property | \$ 1,091,768 | 1.22% |
| Aid From Other Govt Agencies | \$ 36,271,872 | 40.68% |
| Charges For Current Services | \$ 15,297,281 | 17.16% |
| Other Revenue | \$ 9,950,287 | 11.16% |
| TOTAL | \$ 89,168,170 | 100.00% |

General Fund Revenues by Category



General Fund Budget Analysis

The General Fund budget is the largest portion of the Inyo County budget, and is generally seen as more *discretionary* in nature. This section provides an overview of revenue and spending based on function and department.

| GENERAL FUND | FY 2023-2024 BOARD APPROVED BUDGET | FY 2024-2025 CAO RECOMMENDED BUDGET | INCREASE (DECREASE) | % CHANGE |
|------------------------------|---------------------------------------|---|---------------------|----------|
| | REVENUE | | | |
| Taxes - Property | \$ 17,475,000 | \$ 18,494,000 | \$ 1,019,000 | 5.83% |
| Taxes - Other | 4,115,000 | 4,215,000 | 100,000 | 2.43% |
| Taxes - Sales | 1,750,000 | 1,875,000 | 125,000 | 7.14% |
| Licenses & Permits | 819,961 | 854,123 | 34,162 | 4.17% |
| Fines & Forfeitures | 1,057,750 | 1,118,839 | 61,089 | 5.78% |
| Rents & Leases | 26,000 | 28,000 | 2,000 | 7.69% |
| Use of Money & Property | 702,750 | 1,063,768 | 361,018 | 51.37% |
| Aid From Other Gov. Agencies | 37,263,811 | 36,271,872 | (991,939) | -2.66% |
| Charges for Current Services | 14,425,927 | 15,297,281 | 871,354 | 6.04% |
| Transfers In | 5,992,171 | 9,833,887 | 3,841,716 | 64.11% |
| Other Revenue | 112,980 | 116,400 | 3,420 | 3.03% |
| TOTAL REVENUE | \$ 83,741,350 | \$ 89,168,170 | \$ 5,426,820 | 154.93% |
| | EXPENDITUR | ES | | |
| Salaries & Benefits | \$ 54,765,097 | \$ 58,773,629 | \$ 4,008,532 | 7.32% |
| Services & Supplies | 14,395,089 | 14,329,694 | (65,395) | -0.45% |
| Internal Charges | 8,089,953 | 9,457,733 | 1,367,780 | 16.91% |
| Other Charges | 5,599,444 | 5,979,717 | 380,273 | 6.79% |
| Debt Service | 74,101 | 74,101 | - | 0.00% |
| Capital Outlay | 2,083,717 | 1,504,073 | (579,644) | -27.82% |
| Operating Transfers - Out | 2,913,949 | 2,609,223 | (304,726) | -10.46% |
| Contingencies | 1,050,003 | 640,000 | (410,003) | -39.05% |
| TOTAL EXPENDITURES | \$ 88,971,353 | \$ 93,368,170 | \$ 4,396,817 | -46.76% |
| OPERATING DEFICIT | \$ (5,230,003) | \$ (4,200,000) | \$ 1,030,003 | |

Significant Budget Changes

| SIGNIFICANT REVENUE ITEM | BUDGETARY IMPACT |
|--|---|
| Taxes - Property: Current year secured, unsecured, unitary, supplemental, prior year secured & unsecured, and penalties on delinquent taxes | The current year secured tax roll accounts for the majority of the \$1,019,000 or 5.83% increase in this category. The amount of growth in the County's secured property tax roll can be attributed to LADWP ownership of an estimated 48% of the secured tax roll, of which the majority of the property is allocated with the annual Phillips Factor Formula 2. For FY 2024-2025, the growth factor was 7.49%. |
| Taxes - Other: Real Property Transfer Tax & Transient Occupance Tax (TOT) | For FY 2023-2024, the actual receipts for TOT have significantly exceeded the budgeted projections by \$626,801, reaching a new record high of \$4,626,801 by the end of the fourth quarter. Given this exceptional performance, the budget for this year recommends a modest increase of \$100,000 over the previous year's Board-approved budget. This recommendation advocates for a continued conservative approach with this revenue stream due to the volatility the County may encounter from weather challenges and economic shifts that can greatly impact tourism. This volatility was notably observed last year during the first and second quarters due to road closures. |
| Taxes - Sales | Sales taxes are projected to increase by \$125,000, or 7.14%. Inyo County is receiving a large majority of its sales taxes from gas stations, which creates uncertainty in projecting future revenue considering the economic factors that surround gas prices. Sales tax revenue continues to be volatile, so a five-year smoothing method is being used to project the revenue. |
| Licenses & Permits | Licenses and permits are projected to increase by \$34,162, or 4.17%. |
| Fines & Forfeitures: Court Fines | Based on recent collections, court fines are projected to increase by \$61,089, or 5.78%. |
| Rents & Leases: Campground Concessions | Based on recent collections, rents and leases are projected to increase by \$2,000, or 7.69%. |
| Use of Money & Property: Interest from the Treasury, Rents & Leases | In FY 2023-2024, in Interest From the Treasury, the County earned approximately 30% of the total interest from the Treasury interest pool, with actual interest earnings reaching \$1,492,149. This represents a significant increase compared to previous periods. To reflect this, the budget for the upcoming year has been adjusted to include an additional \$350,000 in revenue, a 51.37% increase in this category. This adjustment is based on investments scheduled to settle in FY 2024-2025, which are anticipated to drive higher interest earnings. However, it is important to note that a decrease in interest earnings is expected in the following fiscal year due to potential changes in interest rates. |
| Aid From Other Government Agencies: State and Federal grants | Aid from other government agencies, such as state and federal grants, account for over 40.7% of the General Fund's revenue. The CAO recommends the budget reflect a \$991,939 or 2.66% decrease in revenue. These revenues are not generally discretionary and have corresponding expenditures. |
| Charges for Current Services | Charges for Current Services (CCS) are projected to increase by \$871,354, or 6.04%. The increase in CCS is related to increases in Workers Compensation, Public Liability and Cost Plan allocation charges. |
| Transfers In | Operating Transfers to the General Fund increased by \$3,841,716, or 64.11%. This includes increased Operating Transfers to parks in the amount of \$552,700, Social Services for a one-time project totaling \$541,615, and an additional \$1.9 million for Community Mental Health to provide operational gap coverage for delayed state billings. |
| Other Revenue | Based on recent collections, revenue is projected to increase by \$3,420, or 3.03%. |
| SIGNIFICANT EXPENSE ITEM | BUDGETARY IMPACT |
| Salaries & Benefits | Salaries and benefits are higher by \$4,008,532, or 7.32%. Increases in salaries and benefits are a combination of a 4% annual COLA for all bargaining units, and a 15% projected increase in health insurance premiums. In addition, there are 5.5 new positions being recommended to be added to General Fund budgets and 3 deleted positions. |
| Services & Supplies | Services & Supplies costs are down by \$65,395, or 0.45%. |

| Internal Charges | Internal Charges are increasing by \$1,367,780, or 16.91%. This marks the second consecutive year of rising internal charges, although the increase for FY 24-25 is half of the previous year's rate of 36.03%. The current increase is primarily due to higher costs in Workers Compensation, Public Liability, and Cost Plan Charges. |
|---------------------------|---|
| Other Charges | Other Charges are increasing by \$380,273, or 6.79%. This increase is directly related to the anticipated rise in costs associated with support and care for individuals in Health & Human Services. |
| Debt Service | No Changes |
| Captial Outlay | Capital Outlay is decreased by \$579,644, or 141.82%. The decrease in Capital Outlay is primarily due to the reclassification of the County scanning project to a Non-General Fund budget and the one-time cost association with the Jail Security project. |
| Operating Transfers - Out | Operating Transfers - Out have decreased by \$304,726, or 10.46%. |
| Contingenceies | Contingencies have decreased by \$410,003, or 39.05%. Last fiscal year, additional Fund Balance was certified and added to contingencies during the adoption of the budget. |

PREVIOUS (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/executive-overview) NEXT (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/operating-transfers)



Significant Operating Transfers

| GENERAL FUND OPERATING TRANSFERS | | | | | |
|----------------------------------|--------------|----------------------------|-----------------|--|--|
| OPERATING TRANSFERS IN | | OPERATING TRANSFERS OUT | | | |
| ASSESSOR | \$ 15,000 | GENERAL REV & EXP | \$ 1,302,822 | | |
| GENERAL REV & EXP | \$ 2,661,714 | OFFICE OF DISASTER SERVICE | \$ 146,482 | | |
| CAO-GENERAL | \$ 227,000 | HEALTH - GENERAL | \$ 30,000 | | |
| LAW LIBRARY | \$ 3,000 | COMMUNITY MENTAL HEALTH | \$ 231,192 | | |
| LIBRARY | \$ 45,593 | SOCIAL SERVICES - GENERAL | \$ 898,727 | | |
| MUSEUM | \$ 35,000 | | | | |
| OFFICE OF DISASTER SERVICE | \$ 500 | | | | |
| DISTRICT ATTORNEY | \$ 17,010 | | | | |
| BEHAVIORAL HEALTH SERVICES ACT | \$ 1,005,616 | | | | |
| COMMUNITY MENTAL HEALTH | \$ 2,784,305 | | | | |
| GENERAL RELIEF | \$ 522 | | | | |
| HEALTH | \$ 1,443,247 | | | | |
| OPIOD SETTLEMENT | \$ 100,000 | | | | |
| SOCIAL SERVICES | \$ 541,615 | | | | |
| BUILDING & SAFETY | \$ 5,000 | | | | |
| PARKS | \$ 552,700 | | | | |
| ANIMAL CONTROL | \$ 3,000 | | | | |
| JAIL - KITCHEN SERVICES | \$ 12,000 | | | | |
| JAIL - CAD RMS PROJECT | \$ 34,600 | | | | |
| JAIL SECURITY PROJECT | \$ 264,600 | | | | |
| SHERIFF | \$ 49,275 | | | | |
| SHERIFF-SAFETY PERSONNEL | \$ 32,590 | | | | |
| TOTAL | \$ 9,833,887 | TOTA | AL \$ 2,609,223 | | |

Use of Local Assistance and Tribal Consistency Funds (LATCF)

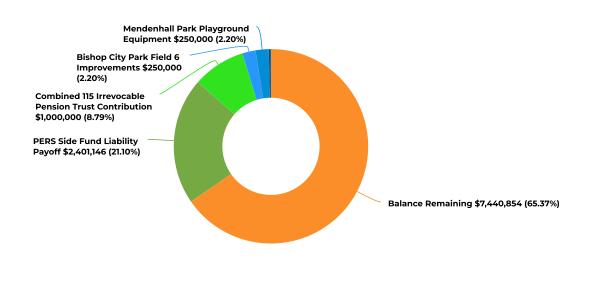
The Local Assistance and Tribal Consistency Fund (LATCF) is a general revenue enhancement program that provides additional assistance to eligible Tribal governments, eligible revenue-sharing counties, and eligible revenue-sharing consolidated governments.

In Fiscal Years 2022-2023 and 2023-2024, Inyo County was awarded two separate tranches of \$5.691 million, for a total of \$11,382,000.

The Inyo County Board of Supervisors supported a recommendation from County Administration to divide this historic allocation of funds into thirds, with one going toward long-term liabilities, a second toward community-facing infrastructure, and the third toward County infrastructure and facilities.

The chart below shows the utilization to date of the funds.

Use of LATCF Funds



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PREVIOUS (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/general-fund-budget-analysis) NEXT (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/things-not-in-this-budget)

Items Not Included in This Budget

While the Budget Team worked hard to accommodate all Department Requests within the CAO Recommended Budget, some items were not able to be included at this time. This section of the budget is designed to capture those larger items for the sake of transparency, and to allow for discussion to take place about their inclusion in future budget efforts.

| PARKS EQUIPMENT & INVESTMENTS | | | | | |
|---|------------------|---|--|--|--|
| Item | Amount Requested | Justification | | | |
| 2nd Mower | \$45,000 | One new mower purchased this year. Staff will evaluate and request next year if needed. | | | |
| Millpond Playing Field Improvements (+ ADA improvements) | Unknown | Project needs to be better defined. Opportunity may exist to partner with City of Bishop, in which case separate request will be brought forward. | | | |
| Dump Station at Diaz Lake | \$75,000 | Public Works will carry out design & engineering to get better cost before requesting | | | |
| Resurface Tennis Courts | \$250,000 | More comprehensive plan needs to be developed | | | |
| Natural playgrounds and pump tracks | Variable | More comprehensive plan needs to be developed | | | |
| Potable Water Installation at campgrounds | Unknown | More comprehensive plan needs to be developed | | | |

| FACILITY MAINTENANCE PROJECTS | | |
|---|------------------|---|
| Item | Amount Requested | Justification |
| Jail Laundry Facility Improvements | \$30,000 + | Operational plan needs to be created + more comprehensive analysis of power, water, and sewer needs |
| Clean-up Cottonwood Kilns Roof Debris | \$10,000 | More comprehensive plan needs to be developed |
| Lone Pine COB Flooring | Unknown | More detailed project analysis needs to be performed |
| Museum Exterior Paint | \$30,000 | Looking at as part of a comprehensive painting program |
| Child Support Connection Door | \$5,000 | Revisit at Mid-Year Budget |
| Museum Electrical/Internet Repair | \$2,500 | Revisit at Mid-Year Budget |
| Museum ADA Entrance | \$15,000 | Revisit at Mid-Year Budget |
| Tecopa ADA Ramp/Parking Arrests | \$6,000 | Revisit at Mid-Year Budget |
| Courthouse Roof | \$100,000 | Revisit at Mid-Year Budget |
| Indoor Heat Illness Prevention | \$100,000 | Revisit at Mid-Year Budget |
| Bishop COB Admin Office Reconfiguration | \$9,000 | Revisit at Mid-Year Budget |

| OTHER ITEMS | | |
|-------------------------------------|------------------|---|
| Item | Amount Requested | Justification |
| Search & Rescue Snowcat + Structure | \$350,000 | Look for outside funding sources first, then revisit |
| Search & Rescue Suburban Vehicle | \$80,000 | Look for outside funding sources first, then revisit |
| Additional Marketing Efforts | Unknown | Additional work is needed to develop a thoughtful strategy before identifying a budgetary number |

In addition to the above-mentioned items, there are a number of requested positions and position changes which are not included in the CAO Recommended Budget. For more information on those, please see the 2024 Workforce Details 🗗 section.

PREVIOUS (https://county-inyo-ca-budget-book.cleargov.com/18127/budget-overview/operating-transfers)



Budget Adoption Recommendations

- 1. Adopt the Fiscal Year 2024-2025 Budget as Recommended by the County Administrator, including the recommendations presented herein.
- 2. Provide direction with regard to the use of Fund Balance the Auditor-Controller may certify below or in excess of \$4,200,000.
- 3. Set adoption of the Final Budget for September 24, 2024 or schedule a special meeting of the Board of Supervisors, depending on when Budget Hearings conclude.

Submitted, August 30, 2024 by:

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Nate Greenberg Budget Officer

PREVIOUS (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/things-not-in-this-budget) NEXT (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/2023-2024-year-in-review)

2023-2024 Year in Review

The 2023-2024 Fiscal Year was primarily marked by efforts to refocus within the organization – both on our critical mission of providing ongoing service to the public, and on future and impending projects. The prior years' natural disasters, major structural changes, and other unforeseen events greatly strained our financial and staffing resources (and in some cases impacted the mental health of our workforce). Through these, it was critical that we restore organizational stability by reinforcing support for our employees, helping to re-establish a sense of normalcy, and re-emphasizing our mission-driven responsibilities. At the same time – and with an aging infrastructure and more than 500 current and future projects in the hopper – it was vital that we revisit and improve antiquated systems and procedures, as well as introduce new systems and technologies, to help streamline efforts Countywide, thereby ensuring consistency throughout the organization and laying the groundwork for the future.

One significant change which occurred early in the fiscal year was the retirement of Assistant County Administrative Officer (ACAO) Sue Dishion. Sue dedicated 35 years of service to Inyo County, nearly all of which was in Personnel, before stepping into the ACAO role for her last few years. Sue left a lasting mark on the organization, including its many employees over the years, and was a source of tremendous institutional knowledge. In addition, the mentoring and support that she provided to the new County Administrative Officer, Nate Greenberg (who stepped into the role in September 2022), was invaluable.

In the wake of Sue's departure, the Administration team underwent a restructure to create greater balance and add capacity to the team by redistributing workload and responsibility. As a part of this change, a new Project Management Office (PMO) was created with a net-zero increase in staffing and cost. This new division of Administration is responsible for overseeing the several hundred items in the County's work program and supporting departments in executing projects, while also working on legislation, seeking out and securing grants and appropriations, and providing regular updates to the Board and organization on progress.

Despite only recently filling the ACAO position, the organization was able to advance a number of significant initiatives. Chief among these was the creation and adoption of a new Strategic Plan 🗹 – the first of its kind for the organization. Developed over nearly twelve months, we solicited feedback and ideas from the public, staff, and the Board and received roughly 500 responses, which were then used to refine the draft document through a series of public workshops. The result is a framework which aligns Board priorities with County needs as influenced by our communities and constituents and serves as the foundation for budget and work program alignment.

After receiving the second tranche of the Local Assistance and Tribal Consistency Funds (LATCF) – for a total of \$11.3 million over two years – the Board of Supervisors supported a broad-brush recommendation from Administration for use of the funds. Conceptually, 1/3 would go toward debt reduction, 1/3 toward community-facing projects, and 1/3 toward County infrastructure (campus and office) improvement needs. Following this, the Budget Team received support to utilize \$3.2 million in LATCF dollars to pay off a long-standing PERS Side Fund liability. This saved the County several hundred thousand dollars in interest payments, and further diverted the regular payments from that debt toward a newly established Other Post-Employment Benefits (OPEB) Combined Trust. These actions improve the County's overall financial position dramatically – not only by paying off old debt, but further preemptively saving money for the benefit of future liabilities.

Significant effort was also placed around land tenure over this past year, with a good deal of progress made with respect to renewing leases for campgrounds, parks, and airports with the City of Los Angeles Department of Water & Power (LADWP). Additionally, agreements were reached for the acquisition of the Bishop, Independence, and Lone Pine landfills, after nearly a decade of effort.

While natural disasters were less prevalent last year, the County did have two significant fires which separately threatened the communities of Olancha and Lone Pine and required a significant amount of resources to support. Luckily, in neither case were there losses of life or property. The County Office of Emergency Management also made significant progress in implementing a new evacuation and alerting system that will provide for better coordination between response agencies and ensure more effective communication with the public. In support of first responders, Information Services worked closely with the Sheriff's Office to make significant investments and improvements in the County's legacy Public Safety Radio System, improving the coverage and reliability of that system. Additionally, the Sheriff Administrative Offices in Independence received an upgrade, following some long-standing water damage issues.

The Sheriff's Office had a busy year, working and making arrests in two separate murder investigations. Unfortunately, one of these involved Inyo County Agricultural Department employee David Miller who was tragically killed on February 12, 2024. While the agency and community mourned the loss of Dave, the collective efforts of the Sheriff's Office, District Attorney's Office, City of Bishop, Mono County Sheriff, and other allied agencies showed the value of collaboration and strength of these teams in investigating both cases.

A number of other internal staff development and process improvement efforts also ensued this year. A leadership development cohort consisting of 40 Department Heads, managers, and future leaders kicked off in January, in partnership with the California State Association of Counties (CSAC) Institute. This year-long program is designed to increase knowledge and skill among current and future leaders while simultaneously expanding the capacity of Inyo County's resources and workforce, as well as the community, by enabling and encouraging participants to do ordinary things extraordinarily well.

Another exciting project includes the development of a comprehensive Intranet that can be accessed by the Board of Supervisors and entire County workforce. The Intranet will conveniently house in one spot a variety of critical information – including contract templates, policies, insurance guidelines, schedules, calendars, and even Best Practices for creating agenda items. This digital "warehousing" approach will help streamline work flow, ensure

adherence to policy and guidelines, improve transparency, and create greater consistency in the development of work products. This is especially important given the generational shift in County personnel noted in the Executive Summary and the corresponding loss of institutional knowledge of policies and procedures that comes with retirements.

In tandem with this effort is the creation of a contract work flow and tracking system – allowing employees to expeditiously and correctly route agreements for signature and for staff to keep a watchful eye on impending contract end dates.

The Project Management Office, in coordination with the Inyo County Film Commission and its support staff, has worked for the past several months to set various rates for commercial filming and photography on Inyo County property. Once those rates are approved later this year, they will be incorporating into a new, comprehensive Film Permit that has been in the works for almost a year. Simultaneous to these actions and under contract with Inyo County, Julie Faber of Alpen Arete will continue to post content on www.inyocountyvisitor.com C – including the creation of a story map of filming locations – with an eye toward migrating all the film-related content to its own website, which will be the first of its kind for the Inyo County Film Commission.

Overall, Fiscal Year 2023-2024 was one of organizational restoration, learning and brainstorming, reflection and improvement – all made possible by our stellar leaders and staff who embrace solutions and principles to excel in their mission of serving the public.

PREVIOUS (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/recommendations) NEXT (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/strategic-plan)

Strategic Plan

Strategic planning allows an organization to clearly articulate a vision for its future, and ultimately allocate the resources necessary to execute that plan.

Inyo County adopted its first official strategic plan on July 23, 2024. Given the large number of significant projects being undertaken by Inyo County, and a limited set of resources, developing and adopting this multi-year plan will greatly help staff and the Board ensure that the right priorities are being focused on, and the appropriate resources are assigned to make sure that initiatives can be effectively executed.

The plan consists of a printable document \mathbf{C} , as well as a **Strategic Planning Portal** (accessible via https://bit.ly/InyoStrategicPlan \mathbf{C}) where the public can more easily access and interface with the elements of the plan, as well as see details and projects being worked on within each area.

Thriving Communities

| Highest & Best | t Use of Prope | rty | | # Improved Housing | g Opportunities | |
|---|--|-------------------------------------|--|---|---|--|
| County owned proper analysis, visioning, ar plans | nd & focused | perty leases acquisition orts | Manage and maintain County property effectively | Effectively regulated Short Term Rentals | Comprehensive Workforce Housing Strategy | Continuum of Care fo vulnerable residents |
| Enhanced Hea | lth, Social, & S | Senior Serv | rices | a Quality Parks & R | ecreation Amenities | |
| Behavioral Health Service Strategy | Effective Public Assistance & Aging Services | Accessible & Placen Service | nent focused Public | Playing field improvements to support community use | Park & campground infrastructure improvements | Improved ADA recreation opportunities |
| Community Su | pporting Infra | astructure | Improvements | # Enhanced Transpo | ortation Services | |
| Water and wastewater treatment systems | Broadband expansion efforts | Community center facilities | Ongoing road and related infrastructure improvements | Commercial air service infrastructure & governance | Effective ground transportation service | General Aviation use and associated airpo infrastructure |
| | | | | | | |
| Community Re | evitalization T | hrough Effe | ective Planning | Elimate Resilience | e & Natural Resource | Protection |



Economic Enhancement

| Local Business, Org | ganizations, & Work | force | Sustainable Recre | ation Initiatives | |
|--|--|---|---|---|--------------------------------|
| orkforce and business development efforts | Land-based business venture support | County marketing and community support programs | Sustainable recreation strategy | Regional multiple use trails planning and stewardship | Visitor Education 8 Support |
| Collaborative Regional Economic Development | | R Arts, Culture, & Placemaking | | | |
| Regional promotion and film permitting efforts | California Jobs First engagement | Review and update economic impact studies | Music, art, culture, & heritage education | Community animation and events | Agri and Eco Touris |
| YAN | 1 F | SAT | | N | |
| | | | | | |
| | | | | | |

High Quality Services

| Quality County E | mployees | | # High-Quality Gov | ernment Services | |
|--|---|---|---|---|--|
| Staff recruitment trategies and efforts | Collaborative approaches to staff retention | Appropriately recognized staff and associated needs | Thoughtfully focused County government | Improved internal systems which support County operations | Additional County programs that addres service gaps |
| Improved Access | to Government | | ន Improved County | Facilities | |
| Effective Public information and dissemination | Improved community facing services | Improved online services and resources | County campus improvements | Comprehensive facilities maintenance plan | Reimagine and repurpose the juvenil detention center |
| Public Safety & E | mergency Response | | | 1 X | |
| Emergency management and planning efforts | Public safety communications | Supported emergency response systems (Fire, EMS, Law, CERT) | | | |
| | | | | | |

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PREVIOUS (https://county-inyo-ca-budget-book.cleargov.com/18127/budget-overview/2023-2024-year-in-review)

NEXT (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/personnel-changes)

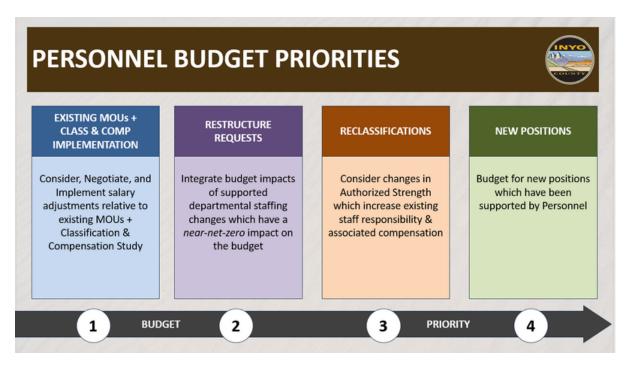
Workforce Budget Summary

The cost of employee salaries and benefits represents approximately 45% of the Fiscal Year 2024-2025 Recommended Budget. Of \$169,434,568 in proposed expenses, \$75,995,403 is being spent on employee compensation. In the Recommended General Fund Budget, which does not usually include large capital outlays such as Road projects among its expenses, employee costs are 63% or \$58,773,629 of the \$93,368,170 Recommended General Fund Budget.

In addition to providing for a 7.25%, or \$881,312 increase in higher pension costs and a 15% increase, or \$1,157,845, in health insurance costs, the Recommended Budget includes an increase of 5%, or \$278,484, in retiree healthcare costs.

In balancing the budget each year, the Budget Team is forced to make a number of challenging decisions. These typically include reacting to requests from departments for changes in Authorized Staffing (adding new positions, re-classifying existing employees, and occasionally restructuring departments or divisions within). In FY 2024-2025, the County will also be finalizing negotiations with four of our most significant bargaining units: Inyo County Employee Association (ICEA – for miscellaneous employees), Inyo County Probational Peace Officers Association (ICPPOA), Inyo County Correctional Officers Association (ICCOA), and Management + Non-Represented employees. In support of all of these negotiations, the County invested in a comprehensive Classification & Compensation Study 🗹 which aims to understand positions across the organization through a job analysis process, make necessary internal equity adjustments, and align compensation to the competitive marketplace across peer organizations.

Considering all of this, Administration made it a fundamental priority to not balance the budget on the back of current employees. Meaning, a conscious decision was made to ensure that funding was being used to support wage increases and other important adjustments within our current workforce before responding to other financially-rooted personnel change requests. To do so consistently, the Budget Team utilized the following priorities and approach in evaluating each request.



The information and tables that follow outline the changes requested by departments through the budget process, and the Budget Team's reaction to each.

Authorized Staffing Changes

The table below outlines requested personnel changes by department, with the *Status* of that request, relative to inclusion in the FY 2024-2025 budget. Statuses are defined as follows:

- **Included:** The requested change has been integrated into the CAO Recommended budget based on the justifications provided and ability to fund the associated request.
- **Deferred:** The requested change is being put off until more information can be gathered. In most cases, this is tied to the final delivery and negotiated implementation of the comprehensive Classification & Compensation Study expected in fall of 2024.
- Not Included: The requested change could not be accommodated in this year's budget due to funding availability or other considerations in making such a personnel change. These requests may be revisited during Mid-Year Budget, or in future budget years.

| Department | Request | Status |
|---------------------|--|--------------|
| Administration | Adjust Authorized Strength to eliminate the Assistant Director of Budget and General Services (Range 92) and replace with Budget Analyst (Range 84) | Included |
| Assessor | Delete 1 Appraiser Position | Included |
| Assessor | Add 1 Assessment Analyst I/II/III (New Classification - Range 68/70/72) | Included |
| Auditor/Controller | Add 1 Administrative Analyst I (Range 68) | Included |
| Auditor/Controller | Reclassify 1 Office Tech III (Range 63) to Admin Analyst I (Range 68) | Deferred |
| Clerk-Recorder | Delete 1 Clerk-Recorder Administrative Assistant (Range 70) | Included |
| Coronar | Not Included | |
| Coroner | Increase Coroner pay by \$300 a month | Not Included |
| District Attorney | Delete the Vacant Victim Witness Assistant (Range 54) | Included |
| District Attorney | 1 Office Clerk II (50) to a Legal Secretary (Range 56) | Included |
| nvironmental Health | | Included |
| | Delete Vacant Environmental Health Tech | Included |
| | Add 1 Administrative Secretary I/II/III (Range 56/60/64) | Included |
| | Add 1 Social Worker I-IV - APS (Range 65/67/70/73) | Included |
| | Behavioral Health Social Worker IV/Psychotherapist positions (Range 73/81) to Behavioral Health Clinician Trainee (Range 73) and Behavioral Health Clinician (Range 81) | Included |
| | 1 Integrated Caseworker Supervisor (Range 70) to a Program Manager (Range 80) | Included |
| | Create a career ladder series for the Employment and Eligibility Worker (Range 67) by making it Employment and Eligibility Worker I/II/III (Range 60/64/67) | Included |
| | Change the Tobacco Intern from (Range 42) to (Range 46) | Included |
| | Delete several COVID positions (unbudgeted) | Included |
| | Delete 1 Vacant APAR Addictions Counselor | Included |
| | Delete 1 Vacant Office Clerk | Included |
| HHS | Delete 1 Vacant Prevention Specialist | Included |
| | Reclassify all Social Services Aides (Range 60) to (Range 63) | Deferred |
| | APAR HHS Specialist I-IV (Range 50PT/53PT/57PT/60PT) to an APAR Peer Support Specialist (Range 50PT) | Deferred |
| | Reclassify all HHS Specialist II (Range 53) to HHS Specialist (New Classification - Range 53) | Deferred |
| | Reclassify all HHS Specialist III/IV (Range 57/60) to Case Manager I/II (New Classification - Range 60/63) | Deferred |
| | Reclassify all Office Clerk I/II/III (Range 48/50/52) to Office Technician I/II/III (Range 55/59/63) | Deferred |
| | Reclassify the Office Clerk Supervisor (Range 66) to Office Manager (New Classification - Range 66) if the Office Clerk reclassifications are approved | Deferred |
| | Reclassify 1 Office Technician III (Range 63) in the Fiscal Oversight and Special Operations Division to an Office Manager (New Classification – Range 66) | Not Included |
| Library | Add 1 Seasonal Librarian III (63) (Season of October through April) | Included |

| | Add 1 Librarian III (63) | Not Included |
|--------------|--|--------------|
| Planning | Reclassify 1 Project Coordinator (66) to an Administrative Analyst I (68) | Deferred |
| Probation | Reclassify 1 Probation Officer III (73) to Supervising Probation Officer (76) | Deferred |
| | Add 1 Senior Engineer (Range 85) | Included |
| | Add 1 Road Superintendent (Range 78) | Included |
| Public Works | Add 1 LTC Transportation Technician (New Classification - Range 61) | Included |
| | 1 Gate Attendant II (Range 52) to a Solid Waste Maintenance Worker II (New Classification – Range 52) | Included |
| | Add 1 Permit Technician (New Classification – Range 61) | Not Included |
| | Budget Frozen Deputy Position | Included |
| | Add 1 Administrative Analyst I/II/III (Range 68/70/72) | Included |
| Sheriff | Expand Reserve Program by including a level 1 and a level 2 reserve position. | Included |
| | Reclassify 1 Animal Control Supervisor (Range 64) to Animal Services Supervisor (Range 70) | Deferred |
| | Add 1 Animal Officer (Range 56) | Not Included |
| ттс | Reclassify 1 Office Tech III (Range 63) to Administrative Analyst I (Range 68) | Deferred |
| | Reclassify 1 Management Analyst (Range 80) to Senior Management Analyst (Range 84) | Deferred |
| Water | Add 1 Research Analyst (Range 64) | Included |

Justifications and Rationale for Position Changes, by Department

Any requested adjustments to the Authorized Strength that include adding positions and are included in the Recommended Budget reflect allocated funding effective January 2, 2025. No additions to the Authorized Strength will be hired prior to this date.

ADMINISTRATION

- Department Requests:
 - Deleted Position:
 - 1 Assistant Director of Budget and General Services (Range 92)
 - Added Position:
 - 1 Budget Analyst (Range 84)
- Recommended Budget:
 - Budget Analyst | Included

This is a simple change to Authorized Strength to downgrade the Assistant Director of Budget and General Services to a Budget Analyst following the transition of the former incumbent to the role of Assistant County Administrative Officer. Following this transition and change in Authorized Strength, Administration will work to backfill the incumbent in a lower-level Budget Analyst position, and at a savings to the organization.

ASSESSOR

- Department Requests:
 - Deleted Position:
 - 1 Appraiser I/II/III (Range 68/70/72)
 - Added Position:
 - 1 Assessment Analyst I/II/III (New Classification Range 68/70/72)
- Recommended Budget:
 - Appraiser | Included
 - The Recommended Budget supports the deletion of the Appraiser I/II/III.
 - Assessment Analyst | Included

The Recommended Budget also supports the department's request for the addition of a new classification: Assessment Analyst I/II/III. This position will bridge the gap between the Office Technicians and the Senior Administrative and Assessment Analyst roles. The Assessment Analyst will primarily assist with the implementation of Proposition 19, verify roll corrections and supplemental assessments within the Property Tax System, and collaborate with the Auditor and Tax Collector's offices to ensure accuracy. The creation of this position will enable the Assessor's Office to align with the State Board of Equalization's recommendation to maintain the ability to produce a full and accurate tax roll.

AUDITOR-CONTROLLER

Department Requests:

- Added Position:
 - 1 Administrative Analyst I/II/III (Range 68/70/72)
- Reclassification:
 - 1 Office Technician III (Range 63) to Administrative Analyst I (Range 68)
- Recommended Budget:

• Administrative Analyst | Included

The Recommended Budget supports the addition of an Administrative Analyst. With the increase in grant activities requiring Auditor's Office oversight, this position is crucial for ensuring successful completion and compliance with grant requirements. This position will enhance the department's capacity to support Administration, the PMO, County Departments, and Special Districts as they onboard and manage these grants. With the addition of this position, the Auditor's Office aims to be part of a proactive approach to grant management, thereby minimizing the risk of audit failures and potential loss of grant revenue. The addition of this position will not only bolster grant management capabilities but also contribute to reducing the County's risk exposure and ensuring compliance with regulatory and audit requirements.

• Office Technician to Administrative Analyst | Deferred to Class & Comp

The Recommended Budget does not support the reclassification of the Office Technician III to Administrative Analyst I. The position is currently under review as part of the ongoing Classification & Compensation Study and changes to the position will be implemented as part of the recommendations made from the study findings.

CLERK-RECORDER

• Department Requests:

- Deleted Position:
 - 1 Clerk-Recorder Administrative Assistant (Range 70)

• Recommended Budget:

• Clerk-Recorder Administrative Assistant | Included

The Recommended Budget supports the deletion of the Clerk-Recorder Administrative Assistant position. This position was initially authorized to cover the extended leave of a key department employee. However, the department has since determined that this position is no longer needed.

CORONER

- Department Requests:
 - Contract Changes:
 - Increase all Deputy Coroner salaries by \$400 a month.
 - Increase Coroner pay by \$300 a month.
- Recommended Budget:

Deputy Coroner & Coroner Salary Increase | Not Included

The Recommended Budget does not support the request to increase the contracted salaries for the Coroner or the Deputy Coroners. Administration has asked for data to support the request for the salary changes, which has not been provided. The Deputy Coroners received a 20% salary increase effective October 13, 2022.

DISTRICT ATTORNEY

- Department Requests:
 - Deleted Position:
 - 1 Victim Witness Assistant (Range 54)
 - Reorganization:
 - 1 Office Clerk II (Range 50) to a Legal Secretary I/II/III (Range 56/60/64)
- Recommended Budget:
 - Victim Witness | Included
 - The Recommended Budget supports the deletion of the Victim Witness Assistant.

Office Clerk to Legal Secretary | Included

The Recommended Budget also supports the reorganization of the department by changing an Office Clerk II to a Legal Secretary. The department received notification that their Victim Witness Program allocation was facing significant reduction due to the instability of Victims of Crime Act (VOCA) funding. As a result, the funding no longer supports a dedicated full-time position. The reorganization of the Office Clerk II to a Legal Secretary I/II/III, depending on the qualifications of the

employee, will allow the position to continue to handle the administrative work of the office and assist in the Victim Witness Program.

ENVIRONMENTAL HEALTH

- Department Requests:
 - Deleted Position:
 - 1 Environmental Health Technician
 - Reorganization:

• 1 Office Technician II (Range 59) to an Environmental Health Operations Technician (New Classification – Range 65)

• Recommended Budget:

• Environmental Health Technician | Included

The Recommended Budget supports the deletion of the Environmental Health Technician. The deletion of the Environmental Health Technician is contingent upon the reclassification of the Office Technician II to Environmental Health Operations Technician.

• Office Technician | Included

The Recommended Budget also supports the reorganization of the department by changing an Office Technician II to an Environmental Health Operations Technician. The Environmental Health Operations Technician position will continue to perform the department's office and administrative duties but will also be responsible for oversight of the water lab as well as field re-checks at pools and restaurants. The reorganization allows for enhanced redundancy and staff cohesion.

HEALTH AND HUMAN SERVICES

• Department Requests:

- Deleted Positions:
 - 1 COVID Program Manager (Range 80)
 - 1 COVID Response Coordinator (Range 63)
 - All COVID Response Specialist (Range 60)
 - 1 Office Clerk I/II/III (Range 48/50/52)
 - 1 Prevention Specialist I/II/III (Range 60/63/66)
 - APAR Addictions Counselor I/II/III (Range 59PT/62PT/66PT)
- Reclassifications:
 - APAR HHS Specialist I/II/III/IV (Range 50PT/53PT/57PT/60PT) to APAR Peer Support Specialist (Range 50PT)
 - All HHS Specialist II (Range 53) to HHS Specialist (New Classification Range 53)
 - All HHS Specialist III/IV (Range 57/60) to Case Manager I/II (New Classification Range 60/63)
 - All Office Clerk I/II/III (Range 48/50/25) to Office Technician I/II/III (Range 55/59/63)
 - 1 Office Technician III (Range 63) to an Office Manager (New Classification Range 66)
 - 1 Integrated Case Worker Supervisor (Range 70) to a Program Manager (Range 80)
 - All Social Services Aide (Range 60) to (Range 63)
 - 1 Tobacco Intern (Range 42) to (Range 46)
- New Titles:
 - Office Clerk Supervisor (Range 66) to Office Manager (New Classification Range 66)
 - Social Worker IV/Psychotherapist (Range 73/81) to Behavioral Health Clinician Trainee/Behavioral Health Clinician (New Classifications – Range 73/81)
- Career Ladder:
 - Employment and Eligibility Worker (Range 67) add a career ladder series: Employment and Eligibility Worker I/II/III (Range 60/64/67).
- New Positions:
 - Administrative Secretary I/II/III (Range 56/60/64)
 - Social Worker I/II/III/IV (Range 65/67/70/73)
- Recommended Budget:

• Deletion of Positions | Included

The Recommended Budget supports the deletion of all the requested positions.

HHS Specialist | Deferred to Class & Comp

The Recommended Budget does not support the reclassification of the HHS Specialist I/II/III/IV series. The HHS Specialist series is currently under review as part of the ongoing Classification & Compensation Study and changes to the positions will be implemented as part of the recommendations made from the study findings.

Office Clerk to Office Technician | Deferred to Class & Comp

The Recommended Budget does not support the reclassification of all Office Clerks to Office Technicians. The Office Clerk series is currently under review as part of the ongoing Classification & Compensation Study and changes to the positions will be implemented as part of the recommendations made from the study findings.

Office Technician to Office Manager | Not Included

The Recommended Budget does not support the reclassification of an Office Technician III to a new classification of Office Manager. The Fiscal Division currently has sufficient supervisory staff to effectively manage the duties outlined by the department. The current supervisory structure is capable of handling the necessary responsibilities, making the creation of an additional role redundant and fiscally unnecessary given the existing resources.

Caseworker Supervisor to Program Manager | Included

The Recommended Budget supports the reclassification of a Caseworker Supervisor position to a Program Manager. During the FY 2023-2024 budget process, the department reclassified a Program Manager to a Deputy Director, which resulted in the elimination of the original Program Manager role. This restructuring left a gap in programmatic oversight, particularly for the Employment and Eligibility and Workforce Investment and Opportunities Act (WIOA) programs. To address this gap, the department has identified the need to restore a Program Manager position. By reclassifying an existing supervisory role to a Program Manager, the department will enhance its ability to provide higher-level oversight and support for these critical programs.

• Social Service Aides | Deferred to Class & Comp

The Recommended Budget does not support the reclassification of all Social Services Aide positions to a higher salary range. The Social Services Aide series is currently under review as part of the ongoing Classification & Compensation study and changes to the positions will be implemented as part of the recommendations made from the study findings.

• Tobacco Intern | Included

The Recommended Budget supports the reclassification of the Tobacco Intern classification to ensure compliance with minimum wage requirements. The current classification at Range 42 falls below the mandated minimum wage, necessitating this reclassification. By moving the position to a higher salary range, the County will eliminate any non-compliant salary ranges, ensuring that all classifications meet legal compensation standards.

• Office Clerk Supervisor to Office Manager | Deferred to Class & Comp

The new title of Office Manager from Office Clerk Supervisor is not supported in the Recommended Budget. The department requested this change to coincide with all of the Office Clerk positions being reclassified. This classification is currently under review as part of the ongoing Classification & Compensation Study and changes to the positions will be implemented as part of the recommendations made from the study findings.

Social Worker IV/Psychotherapist to Behavioral Health Clinician Trainee/Behavioral Health Clinician | Included

The proposed title changes for the Social Worker IV and Psychotherapist classifications within the Behavioral Health Division, to Behavioral Health Clinician Trainee and Behavioral Health Clinician, are supported in the Recommended Budget. These positions have consistently been challenging to fill due to the specialized nature of the work and the competitive job market. In review of industry standards and recruitment trends, it was determined that the current titles may not be resonating with potential candidates, particularly recent graduates or individuals unfamiliar with our organizational structure. The new titles are designed to be more descriptive and align better with industry norms, making them more attractive to jobseekers. Adopting these titles will help improve recruitment efforts and attract a broader and more diverse pool of qualified candidates.

Employment & Eligibility Worker Career Ladder | Included

The Recommended Budget supports the addition of a career ladder for the Employment and Eligibility Worker position. Originally, this classification was authorized as a standalone role that aligned with the State Merit System's Employment & Eligibility Worker III classification. However, despite recruiting efforts for over 11 months, the department has been unable to find a candidate who meets the minimum qualifications. By aligning the position with the State Merit System classifications of Employment and Eligibility Worker I, II, and III, the department will gain the flexibility to hire candidates at different levels based on their qualifications. This approach is expected to improve recruitment success and better meet the department's staffing needs.

• Administrative Secretary | Included

The Recommended Budget supports the addition of an Administrative Secretary to support the newly formed Social and Placement Services Division, established during the FY 23/24 Budget. This position is crucial due to the significant increase in administrative workload after the division took on the responsibilities associated with the LPS Act Conservatorship. The Administrative Secretary will provide vital administrative support, including initiating and managing amendments to contracts with multiple treatment facilities. Additionally, this role will oversee on-call scheduling, payroll tracking, purchasing, travel arrangements, and various other administrative tasks for the division.

Social Worker | Included

The Recommended Budget supports the addition of a Social Worker position. This role is essential to strengthening the infrastructure needed to handle the significant increase in LPS cases and the mandatory implementation of CARE Court. The Social Worker will be responsible for ensuring that CARE Court cases are thoroughly investigated and appropriately referred. Additionally, this position will ensure that HHS recommendations are accurately developed and submitted to the CARE Court for consideration.

LIBRARY

Department Requests

- Added Positions:
 - 1 Librarian I/II/III (Range 57/60/63)
 - 1 Seasonal Librarian I/II/III (Range 57/60/63)
- Recommended Budget:

• Full-Time Librarian | Not Included

The Recommended Budget does not support the addition of a full-time Librarian. Given the financial constraints of balancing the budget, prioritizing essential services is necessary. While adding a full-time Librarian would enhance the Library's functions, the budget cannot accommodate this expense. The current staff structure is already effectively meeting the Library's needs.

• Seasonal Librarian | Included

The Recommended Budget does support the addition of a Seasonal Librarian. The department has historically utilized a temporary employee from October to April. By adding the Seasonal Librarian to the Authorized Strength, the department can better plan for ongoing activities and projects. The Seasonal Librarian will perform all the job duties of the full-time Librarians with an emphasis on technical services. These responsibilities include cataloging, database management, coverage within branches, work with school-age and adult populations, reference, community outreach including operation of mobile library van, and special projects such as grants. During the past several years, among many other things, this has included assisting with TK through 6th grade students in the Library's reading program, especially Spanish-speaking children, developing workflows for conversion of collections, and grant work for the Memory Lab and Mobile Library.

PLANNING

- Department Requests:
 - Reclassification:
 - 1 Project Coordinator (Range 66) to Administrative Analyst I/II/III (Range 68/70/72)
- Recommended Budget:
 - Project Coordinator | Deferred to Class & Comp

The Recommended Budget does not support the reclassification of a Project Coordinator to Administrative Analyst. The position is currently under review as part of the ongoing Classification & Compensation Study and changes to the position will be implemented as part of the recommendations made from the study findings.

PROBATION

- Department Request:
 - Reclassification:
 - 1 Probation Officer III (Range 73) to Supervising Probation Officer (New Classification Range 76)
- Recommended Budget:
 - Probation Officer to Supervising Probation Officer | Deferred to Class & Comp

The Recommended Budget does not support the reclassification of a Probation Officer to Supervising Probation Officer. The position is currently under review as part of the ongoing Classification & Compensation Study and changes to the position will be implemented as part of the recommendations made from the study findings.

PUBLIC WORKS

- Department Requests:
 - Added Positions:
 - 1 Senior Engineer (Range 85) as of February 13, 2025
 - 1 Road Superintendent (Range 78) as of November 7, 2024
 - 1 LTC Transportation Technician (New Classification Range 61) as of November 7, 2024
 - 1 Permit Technician (New Classification Range 61) as of November 7, 2024
 - Reorganization:

• 1 Gate Attendant II (Range 52) to Solid Waste Maintenance Worker II (New Classification – Range 52).

• Recommended Budget:

• Senior Engineer | Included

The Recommended Budget supports the addition of a Senior Engineer. The department has a fairly new engineering team. The addition of a senior-level position will not only add to the depth and scope of knowledge working on projects, but also allow for additional technical guidance and mentorship to the engineering team. The position will be shared between Solid Waste and Public Works Engineering.

• Road Superintendent | Included

The Recommended Budget also supports the addition of a Road Superintendent. With the reclassification of the Road Superintendent to Deputy Director during the FY 2022-2023 Budget, the Road Superintendent position was lost, leaving a significant gap in the chain of command leading to communication breakdowns. The addition of the Road Superintendent position will not only facilitate on-the-job leadership training for Lead and Foreman roles but also provide significant benefits in terms of enhanced supervision. This new supervisory position will enable more effective oversight and guidance, ensuring that operations run smoothly and efficiently. Moreover, it will create a clear pathway for career development, equipping Leads and Foremen with the necessary skills and experience to advance into higher-level leadership roles.

Local Transportation Commission (LTC) Transportation Technician | Included

The Recommended Budget includes the creation of a new classification: LTC Transportation Technician. Currently, the LTC program operates with just one staff member, which places significant pressure on that position to meet program responsibilities. The addition of a second staff member is crucial to enhance the program's capacity. This role will provide much-needed support in organizing and facilitating meetings, preparing accurate and timely minutes, and securing additional funding opportunities. Furthermore, the new Technician will play a vital role in assisting the Senior Transportation Planner, allowing for more efficient project management and enabling the program to better meet its goals and objectives.

• Permit Technician | Not Included

The addition of a Permit Technician is not supported in the Recommended Budget. With the pending implementation of OpenGov, the addition of this position is premature.

• Gate Attendant to Solid Waste Maintenance Worker | Included

The department's request to reorganize a Gate Attendant to a new classification – Solid Waste Maintenance Worker – is supported in the Recommended Budget. This change has no fiscal impact but brings substantial benefits to the department. By establishing an entry-level position focused on hands-on training with equipment, the department can provide skill development while also ensuring the completion of other essential duties at the landfill. This new classification will equip current employees with the necessary experience and technical knowledge to help them qualify for the higher-level Equipment Operator positions, which have historically been difficult to fill.

SHERIFF

• Department Requests:

- Added Positions:
 - 1 Administrative Analyst I/II/III (Range 68/70/72)
 - 1 Animal Control Officer I/II (Range 56/60)
- Fund Frozen Position:
 - 1 Deputy (Range 67SA 67SF)
- Reclassification:
 - 1 Animal Control Supervisor (Range 64) to Animal Services Supervisor (New Classification Range 70).
- Program Expansion:
 - Reserve Program by including:
 - Level 1 (\$35.00/hour)
 - Level 2 (\$30.00/hour)
- Recommended Budget:

• Administrative Analyst | Included

The Recommended Budget supports the addition of an Administrative Analyst. This position is a critical role needed to address the department's growing administrative demands. Currently, the department has minimal administrative support staff, which strains its ability to manage day-to-day operations effectively. Given the size of the department's general fund budget and the expansion of multiple grant funding streams, this position is essential. The Administrative Analyst will not only be responsible for tracking revenue and expenditures in relation to program service requirements but will also play a key role in ensuring compliance with state mandates and achieving grant outcomes. This addition of this position will enhance the department's financial oversight.

• Animal Control Officer | Not Included

The addition of an Animal Control Officer is not supported in the Recommended Budget. The budget could not support the addition of both the Animal Control Officer and the Administrative Analyst. The department has chosen to move forward with the addition of the Administrative Analyst and will look at the addition of an Animal Control Officer at a future date.

Deputy | Included

The department currently has an authorized but not funded Deputy position. The Recommended Budget supports the funding of this position.

• Animal Control Supervisor to Animal Services Supervisor | Deferred to Class & Comp

The Recommended Budget does not support the reclassification of the Animal Control Supervisor to Animal Services Supervisor. The position is currently under review as part of the ongoing Classification & Compensation Study and changes to the position will be implemented as part of the recommendations made from the study findings.

• Reserve Deputy Reserve Program | Included

The Recommended Budget supports the expansion of the Reserve Deputy Program and adjustments to its compensation structure. Level I Reserves perform all the duties of a full-time Deputy Sheriff. Level II Reserves also have full peace officer powers but must operate under the supervision of a full-time sworn Deputy Sheriff. The expansion of the Reserve Deputy Program will help reduce staffing costs by minimizing overtime expenses and decreasing the need for full-time staff to work on their days off. Restructuring the compensation for Level I and Level II Reserve Deputies will attract more recruits to the program and encourage greater participation. This allows citizens to contribute to their communities without the commitment of a full-time law enforcement career.

TREASURER-TAX COLLECTOR (TTC)

Department Requests:

- Reclassifications:
 - 1 Office Tech III (Range 63) to Administrative Analyst I/II/III (Range 68/70/72)
 - 1 Management Analyst (Range 80) to Senior Management Analyst (Range 84)
- Recommended Budget:

• Office Technician to Administrative Analyst | Deferred to Class & Comp

The Recommended Budget does not support the requested reclassification of an Office Technician to Administrative Analyst. The position is currently under review as part of the ongoing Classification & Compensation Study and changes to the position will be implemented as part of the recommendations made from the study findings.

• Management Analyst to Senior Management Analyst | Deferred to Class & Comp

The Recommended Budget does not support the requested reclassification of a Management Analyst to Senior Management Analyst. The position is currently under review as part of the ongoing Classification & Compensation Study and changes to the position will be implemented as part of the recommendations made from the study findings.

WATER

• Department Request:

- Added Position:
 - 1 Research Analyst (New Classification Range 64)
- Recommended Budget:

• Research Analyst | Included

The Recommended Budget supports the addition of a Research Analyst which will assist with hydrological monitoring and other related duties.

PREVIOUS (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/strategic-plan) NEXT (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/classification-compensation-study)

Classification & Compensation Study

On February 20, 2024, the Inyo County Board of Supervisors approved a \$107,000 agreement with Evergreen Solutions, LLC to conduct a comprehensive Classification & Compensation Study. This project, which should be completed in the fall of 2024, involved conducting a job analysis of every position in the organization in order to review internal equity between positions, evaluating existing job descriptions to ensure they accurately reflect the work being performed, suggesting amendments based on key findings, and performing a market-based analysis for competitive compensation based on benchmark organizations of appropriate peers throughout the state. More information on the project and supporting agreements is available here **C**.

HIGH LEVEL PROJECT OVERVIEW

Countywide effort - target completion mid-August

- Affects bargaining units with active negotiations (ICEA & ICPPOA)
- Will affect impending bargaining with Corrections
- · Will support direct contract negotiations for Management and Non-Represented employees
- Other units will be discussed as part of Mid-Year Budget

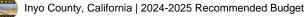
Implementation

- Details of implementation worked out through active negotiations
- Adoption of MOU(s) will trigger implementation of salary changes
- · Any requested (and supported) re-classification requests implemented at same time
- · Authorized Strength updated to reflect title and other changes

Budget Implications

- · Adequate budget exists in all units to implement prior to Mid-Year
- Necessary adjustments will be made at Mid-Year as appropriate

PREVIOUS (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/personnel-changes) NEXT (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/manpower-report)



Manpower Report

The "Manpower Report 🗹" reflects the authorized Full-Time Equivalent positions by department and Part-Time (APAR & BPAR) positions in the County as of July 1, 2024 (does not include proposed personnel changes).

PREVIOUS (https://county-inyo-ca-budget-book.cleargov.com/18127/budget-overview/classification-compensation-study)

NEXT (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/priorities-issues)

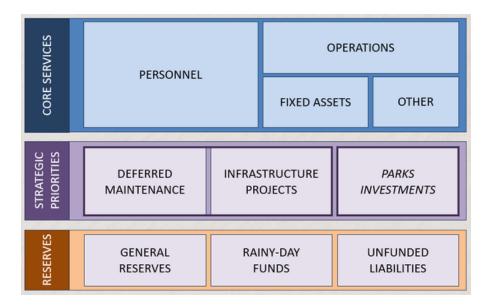
2024 Discretionary Budget Priorities

Budget priorities for FY 2024-2025 fall into three categories:

- 1. Strong and efficient core services;
- 2. Thoughtfully selected strategic priorities; and
- 3. Fiscally prudent investment in *reserves*.

As always, there are many more needs than there are dollars availabe. Investment in *core services* (like personnel and fixed assets), and in *reserves* (such as the rainy-day fund and unfunded liability) are essential. Simultaneously, the overarching goal in the budgeting process is to align resources and funding with community and organizational priorities as identified in the Strategic Plan.

There are nearly 600 projects in the County's portfolio. These must be prioritized and carefully weighed against the County's available resources – both financial and personnel capacity. The following pages detail investments in Facility Maintenance C and Parks Infrastructure C.



PREVIOUS (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/manpower-report) NEXT (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/facility-maintenance)

Facility Maintenance and Improvements

The Department of Public Works classifies projects into two categories: Work Orders and Deferred Maintenance.

Work Orders are submitted on an ad-hoc basis throughout the year by individuals within County Departments, and are assigned to Building and Maintenance staff. They have not been closely tracked, though a new submission form and database that will allow for tracking of work, budgets, assignments, and completion is imminent.

Deferred Maintenance are facility improvement or project requests from Departments which are reviewed and planned for on an annual basis as part of the budget process.

In conjunction with Public Works, the Budget team developed the following criteria for strategic project prioritization for FY 2024-2025:

- · Completing ongoing projects to ensure that already-expended resources are brought online expeditiously;
- Responding to emergencies and ensuring capacity is available for emergent needs;
- Meeting funding deadlines and completing projects already funded by the County or other funders;
- Addressing projects with outstanding risk or ADA issues;
- Investing in projects that offer significant cost savings or reduce maintenance; and
- Addressing priorities expressed by the Board and that have garnered significant support from the whole Board.

FY 2024-2025 Facility Projects

| Project Name | Amount Budgeted |
|---|----------------------------------|
| Sheriff/Jail Entry ADA Retrofit ² | \$35,000 |
| Progress House Kitchen Upgrades | \$231,192 |
| Jail Inmate Showers/Boiler Room Temp Control | \$136,450 |
| Jail Kitchen Reznoir | \$7,833 |
| Courthouse Dumpster Enclosure ² | \$35,000 |
| Sheriff Water Abatement | \$288,677 |
| Countywide HVAC | \$209,502 |
| Big Pine Town Hall Restrooms | \$20,000 |
| Dehy Parking Lot ² | \$5,000 |
| QCOB Bus Stop | \$6,000 |
| ² These are prior year encumbrances | |
| NEW PROJECTS | |
| Project Name | Amount Budgeted |
| Lone Pine Senior Center Roof | \$75,000 |
| Animal Shelter Drain | \$25,000 |
| Museum Remodel | \$199,000 |
| QCOB Internal Badge Enhancements | \$5,000 |
| Bishop Airport HVAC Installation | \$9,000 |
| | \$60,000 |
| Annex Building Flooring & Paint | Ş00,000 |
| | \$4,000 |
| Remote Control Badge Reader QCOB | |
| Remote Control Badge Reader QCOB lail Door Lock Maintenance | \$4,000 |
| Remote Control Badge Reader QCOB Jail Door Lock Maintenance Jail Landscaping | \$4,000 \$50,000 |
| Annex Building Flooring & Paint Remote Control Badge Reader QCOB Jail Door Lock Maintenance Jail Landscaping Museum Irrigation to Train Barn Annex Elevator | \$4,000 \$50,000 \$100,000 |

PREVIOUS (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/priorities-issues) NEXT (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/parks-infrastructure)

Parks Infrastructure Investments

Quality Parks and Recreation Amenities 2 is a Strategic Objective within the Thriving Communities 2 Initiative of the 2024-2026 Inyo County Strategic Plan. In alignment with this, during the August 7, 2024 Budget Workshop, the Inyo County Board of Supervisors supported significant additional investments into County parks, campgrounds, and other outdoor public facilities – all with the goal of improving safety, mobility, and the lifestyles of County residents and visitors.

The FY 2024-2025 recommended Parks budget represents an increased investment of more than \$850,000 in maintenance-reducing infrastructure and upgraded tools/equipment to support beautification and use improvements throughout the County. Additionally, significant investments are being made to upgrade old facilities, and create new high-value recreation opportunities in several of our communities.

| RKS PROJECTS & INVESTMENTS | | |
|---|-------|-----------------|
| Project Name | | Amount Budgeted |
| Mendenhall Park Playground Equipment | | \$250,000 |
| Bishop City Park Field 6 Improvements | | \$250,000 |
| Diaz Lake Chemical Toilet | | \$40,000 |
| Enhanced tree trimming services | | \$35,000 |
| 15 Fire Rings | | \$6,000 |
| Replace Tinnemaha Bridge | | \$12,000 |
| Replace Independence Creek Bridge | | \$12,000 |
| Replace Baker Creek Bridge | | \$12,000 |
| New Picnic Tables | | \$35,000 |
| Gazebo Repairs at Mendenhall and Millpond | | \$20,000 |
| New Mower | | \$45,000 |
| Other Equipment & Grounds Maintenance | | \$137,700 |
| | TOTAL | \$854,700 |

PREVIOUS (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/facility-maintenance) NEXT (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/reserves-contingencies)

Reserves

A critical indicator of fiscal resiliency is growing and maintaining a healthy reserve balance. Reserves are a necessary safeguard against risks like a recession which can wreak havoc on revenues, or extreme events that demand a quick and decisive public safety response. The Government Finance Officers Association (GFOA) recommends that local governments maintain reserves equal to two months of operating expenses or 16.7% of total operating revenue.

The County has two reserve funds: General Reserves and Economic Stabilization. General Reserves is restricted under Government Code section 29127. The County may use these funds only after all other financial resources have been exhausted for unforeseen financial emergencies, natural disasters, major unforeseen expenditures, or to permit the essential continuity of current year's public services funded by the County. Economic Stabilization is less restrictive and was set up by the County for the purpose of smoothing out the impacts of economic downturns. Economic Stabilization will be used before General Reserves.

The General Reserve Fund Balance is \$6,874,192. This, along with the Economic Stabilization balance of \$4,682,682, gives us a total reserve balance of \$11,556,874 – about 12.96% of this year's projected General Fund revenues.

While we are still short of the GFOA's recommendation, the County has made significant progress towards that goal in the last few years. The biggest contributing factor has been the Board's policy to transfer unused Contingency funds into Reserves at the end of each fiscal year.

Contingencies

The Recommended Budget includes \$40,000 in General Fund contingencies. The policy for the last several years has been for unspent prior encumbrances and other identified unspent funds to be transferred to Contingencies throughout the year. Last year, \$852,945 was added to the original \$235,000 budget; of that amount, \$0 was used and the remaining \$1,087,945 may be transferred to General Reserves at the end of the fiscal year. As mentioned above, this policy has allowed the County to build reserves as part of its commitment to fiscal resiliency.

There is also a contingency appropriation of \$600,000 that is held in the Personnel budget and used for emergency purposes such as internal investigations and specialty attorney services for human resource issues.

PREVIOUS (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/parks-infrastructure) NEXT (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/fund-balance)

Use of Fund Balance

While the County's budgeting principles and practices are strong, budgets themselves are never perfect nor precise. As a result, it is common for there to be a balance of funds remaining at the end of the fiscal year which were unspent. This amount fluctuates slightly from year-to-year based on the vacancy rate of positions, projects which were not initiated, and other reasons. Rather than try to reduce or eliminate the amount of Fund Balance at the end of each year (which is the concept in Zero-Based Budgeting, and extremely difficult to effectively execute), the County has determined an amount which seems to be comfortable to rely on each year.

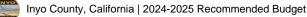
The FY 2024-2025 CAO Recommended budget utilizes \$4,200,000 of carryover Fund Balance, which is the same as last year. While additional decisions could be made by the Board to further reduce expenses by this amount, the impact of doing so would certainly result in the reduction of services and loss of funding for critical projects. Expecting and relying on Fund Balance can be seen as somewhat of a risky or irresponsible action. However, this decision is made carefully, by an expert team, and in conjunction with the analysis of the County's overall financial condition, and based on analyzing data over multiple years.

It is certainly possible, though unlikely, that the amount of Fund Balance certified by the Auditor will be less than \$4,200,000. In that case, the Budget Team would bring forward a set of recommendations to adjust the budget to close the gap and remain balanced. More likely is that the Auditor will certify an amount in addition to \$4.2M. In this case, the Board of Supervisors should be prepared to consider ways to appropriate the additional funds. Some of these may include contributions to one or more of the following areas:

- General Fund Contingencies
- Transfer to Accumulated Capital Outlay fund to reserve for projects
- Economic Stabilization Fund
- General Reserve Fund
- Other Post-Employment Benefits (OPEB) Trust
- Leave in Fund Balance as a form of accessible reserves
- Other priorities of your Board of Supervisors, identified during budget hearings and for which funding is not identified in the Recommended Budget *

*As is always the case with non-recurring funding, it is strongly recommended that these funds only be used for one-time costs.

PREVIOUS (https://county-inyo-ca-budget-book.cleargov.com/18127/budgetoverview/reserves-contingencies) NEXT (https://county-inyo-ca-budget-book.cleargov.com/18127/fundsummaries/general-fund)



| Budget # | Budget Name |
|------------------|--|
| 023300 | Agriculture Comm/Sealer |
| 023301 | Cannabis Regulation - General Operating |
| 621300 | Eastern Sierra Weed Management Grant |
| 154101 | Inyo Mosquito Abatement |
| 010600 | Assessor |
| 010407 | Auditor Controller - Economic Stabilization |
| 010405 | Auditor Controller - General Reserves |
| 010406 | Auditor Controller - Geothermal |
| 010400 | Auditor-Controller - General |
| 011900 | General Revenues & Expenditures |
| 011806 | IFAS Upgrade |
| | Insurance; Retirement; Old-Age, |
| 011600 | Survivors, & Disability (OASDI) |
| 500458 | Payments In-Lieu of Taxes (PILT) Trust |
| 010100 | Board of Supervisors |
| 011400 | Advertising County Resources |
| 650200 | American Rescue Plan Act (ARPA) |
| 670700 | CA Museum Grant |
| 010201 | CAO - Accumulated Capital Outlay (ACO) |
| 010200 | CAO - General |
| 010205 | CAO - General Relief Fund |
| 010202 | CAO - Economic Development |
| 011810 | Co Radio Communication |
| 011808 | Computer Upgrade |
| 699900 | Computer Systems Fund |
| 011809 | Consolidated Office Building |
| 087100 | Contingencies |
| 500903 | County Liability Trust |
| 011405 | County Marketing |
| 623823 | Emergency Preparedness 23-24 |
| 623824 | Emergency Preparedness 24-25 |
| 011404 | Emergency Medical Services |
| 011403 | Eastern Sierra Council of Governments |
| 024200 | Fish & Game |
| 011402 | Grants In Support |
| 610189 | Great Basin Homeland Security 21-22 |
| 623721 | A SALALABARANANANANANANANANANANANANANANANANANAN |
| 623722 623723 | Homeland Security 22-23 Homeland Security 23-24 |
| 612300 | Inyo-Mono Broadband Consortium |
| 011801 | Information Services |
| 612200 | Local Agency Technical Assistance (LATA) |

Department

Ag Commissioner Ag Commissioner Aq Commissioner Aq Commissioner Assessor Auditor-Controller Auditor-Controller Auditor-Controller Auditor-Controller Auditor-Controller Auditor-Controller Auditor-Controller Auditor-Controller Board of Supervisors County Administrative Officer County Administrative Officer County Administrative Officer County Administrative Officer **County Administrative Officer** County Administrative Officer County Administrative Officer **County Administrative Officer** County Administrative Officer County Administrative Officer County Administrative Officer County Administrative Officer **County Administrative Officer** County Administrative Officer County Administrative Officer County Administrative Officer County Administrative Officer **County Administrative Officer** County Administrative Officer **County Administrative Officer County Administrative Officer** County Administrative Officer County Administrative Officer **County Administrative Officer** County Administrative Officer **County Administrative Officer** County Administrative Officer

| Budget # | Budget Name |
|----------|--|
| | Local Assistance and Tribal Consistency |
| 640299 | Fund (LATCF) |
| 022300 | Law Library |
| 066700 | Library |
| 500904 | Medical Malpractice Trust |
| 200100 | Motor Pool Operating |
| 200200 | Motor Pool Replacement |
| 077000 | Museum |
| 010204 | Natural Resource Development |
| 023700 | Office of Disaster Services |
| 010800 | Personnel |
| 642100 | Permanent Local Housing Allocation (PHLA) |
| 011804 | Property Tax Upgrade |
| 022600 | Public Defender |
| 200300 | Purchasing Revolving |
| 010900 | Risk Management |
| 612301 | USDA |
| 056600 | Veteran Service Officer |
| 612302 | Wildfire Preparedness Grant |
| 500902 | Workers Compensation Trust |
| 022501 | Child Support Services |
| 010300 | County Clerk - General |
| 011000 | Elections |
| 023401 | Recorders Micrographic/System |
| 010700 | County Counsel |
| 023500 | Coroner |
| 022400 | District Attorney |
| 022410 | District Attorney - Safety |
| 620423 | OES - VWAC - 3 Month |
| 620424 | OES - VWAC - 9 Month |
| 045400 | Environmental Health - General |
| 066800 | Farm Advisor |
| 024400 | Lease Rental |
| 024300 | Range Improvement |
| 022000 | Grand Jury |
| 045201 | Behavioral Health Services Act |
| 642515 | Community-Based Child Abuse Prevention (CBCAP) |
| 045501 | California Children's Services Admin |
| 045500 | California Children's Services Treatment |
| 045102 | Child Health and Disability Prevention (CHDP) |
| 055900 | COC - Continuum of Care |
| 045312 | DDP |
| 610390 | ELC-2 Enhanced Lab Capacity |
| 683000 | Eastern Sierra Area Agency on Aging (ESAAA) |

Department

County Administrative Officer County Administrative Officer County Administrative Officer **County Administrative Officer** County Administrative Officer County Administrative Officer County Administrative Officer **County Administrative Officer** County Administrative Officer **County Administrative Officer County Administrative Officer** County Administrative Officer **County Administrative Officer** County Administrative Officer County Administrative Officer **Child Support Services** Clerk-Recorder Clerk-Recorder Clerk-Recorder County Counsel Coroner **District Attorney District Attorney District Attorney District Attorney** Environmental Health Farm Advisor Farm Advisor Farm Advisor Grand Jury Health & Human Services Health & Human Services

Budget # Budget Name

150100

150200

630500

023200

670102

810001

011501

150300

150400

800101

800201

150500 150600

150502

011100

| udget # | Budget Name |
|---------|--|
| 055801 | FIRST |
| 643000 | First Five |
| 056400 | Foster Care |
| 056500 | General Relief |
| 045100 | Health |
| 643006 | Local Oral Health |
| 641624 | Maternal, Child and Adolescent Health (MCAH) |
| 045200 | Mental Health |
| 045202 | Opioid Settlement |
| 055800 | Social Services |
| 045315 | Substance Use Disorder (SUD) |
| 056300 | Temporary Assistance for Needy Families (TANF) |
| 640322 | Tobacco |
| 613724 | Workforce Innovation and Opportunity Act (WIA) |
| 641923 | Women, Infants and Children (WIC) - 3 Months |
| 641924 | Women, Infants and Children (WIC) - 9 Months |
| 023600 | Public Administrator |
| 010403 | Abatement |
| 023800 | Planning & Zoning |
| 620605 | Yucca Mountain |
| 023002 | Criminal Justice Realignment |
| 023100 | Juvenile Institution |
| 023101 | Out of County Juvenile Hall |
| 023000 | Probation - General |
| 620210 | Prop 64 - Public Health & Safety |
| | Aircraft Rescue and Fire Fighting (ARFF) |
| 630307 | & Snow Equipment Project |
| 800001 | Big Pine Lighting |
| 630306 | Bishop Air Environmental Assessment |
| | |

Bishop Airport

Building & Safety

Clean CA Diaz Lake

Bishop Airport - Special

County Service Area #2

Deferred Maintenance

Independence Airport

Independence Lighting

Lone Pine Lighting

Independence Airport - Special

Lone Pine/Death Valley Airport

Lone Pine/Death Valley Air-Sp

LP/DV Airport Improvements

Maintenance - Building & Ground

Bishop Airport Comm Terminal Project

Department

Health & Human Services Public Administrator-Public Guardian Planning Planning Planning Probation Probation Probation Probation Probation Public Works Public Works **Public Works** Public Works Public Works Public Works Public Works Public Works Public Works **Public Works** Public Works Public Works **Public Works** Public Works Public Works Public Works Public Works **Public Works**

Budget # Budget Name

Department

| 076998 152200 011500 045701 045700 034600 630100 630600 150800 034601 643111 504605 152198 023900 671413 056605 621401 671507 | Parks & Recreation Prop 1 - Water Infrastructure Public Works PW - Courthouse Rehabilitation Recycling & Waste Capital Improvements Recycling & Waste Management Road Runway 12-30 Grooving Project Runway 12-30 Safety Area Improvement Shoshone Airport - Special State Funded Road Tecopa Lagoon Project Transportation & Planning Trust Water Systems - Budget Animal Control CalMet Task Force DNA Feral Cat Grant Illegal Cannabis Suppression | |
|--|--|---|
| 022910 022920 | Jail - Safety Jail - STC | |
| 022706 | Jail Security Project | |
| 022701 | Kitchen Services | |
| 623524 | Off Hwy Vehicle Grant | 4 |
| 056610 | Remote Access Network (RAN) | |
| 022703 | Search & Rescue | • |
| 022700 | Sheriff - General | 5 |
| 022710 | Sheriff - Safety Personnel | |
| 010500 | TTC General | Ĩ |
| 621902 | Owens River Water Trail Grant | ١ |
| 024502 | Salt Cedar Project | ١ |
| 024102 | Water Department | ١ |
| | | |

Public Works Sheriff Treasurer-Tax Collector Water Department Water Department Water Department



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

September 10, 2024

Reference ID: 2024-682

Response to 2023-2024 Grand Jury Report Board of Supervisors

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Review and approve the response to the 2023-2024 Grand Jury Final Report and accompanying transmittal letter, and authorize the County Administrator to sign the letter.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Grand Jury served its 2023-2024 Grand Jury Final Report to the Board of Supervisors on July 1, 2024. The report contained three sections relevant to the County: safety issues at Independence Library; problematic implementation of the New Property Tax Management System; and a continuity report involving the Sheriff's Office.

This agenda item deals only with the first two sections of the report, as the Sheriff is an elected official with the autonomy to respond independent of your Board. By law, every elected County officer has a responsibility to provide comment, if requested by the Grand Jury, to the Presiding Judge of the Superior Court, with an information copy being sent to the Board of Supervisors. The Sheriff's response is attached.

Library

The jury invited responses to the library report from the County Administrative Officer (CAO) and Public Works Director, which means the response is optional. Staff did feel it would be prudent to send a response, but from the Board of Supervisors rather than either appointed official named in the document. This is because under Counsel's reading of relevant Penal Code sections, responses to grand jury reports are only required from the governing bodies of public agencies (e.g., the Board of Supervisors) and from elected County officers or department heads (e.g., the Auditor-Controller). Appointed County officers and department heads – including the CAO and Public Works Director – work under the control and direction of the Board of Supervisors and thus the Board is the proper responding party for matters involving those appointed officers or department heads.

The response was requested within 90 days of service of the report, which makes the deadline September 29.

Property Tax Management System

The jury requested a response to the Property Tax Management System report from the Board of Supervisors, which is mandatory pursuant to Penal Code sections 933 and 933.05. Your Board must

respond within 90 days of being served with the report, which makes the deadline September 29.

As in the past, your Board's response is organized in a manner that ensures all findings and recommendations requiring a response by the County, through the Board of Supervisors, have been addressed in the manner required by law. The County response is limited to specific language outlined in Penal Code section 933.05(a) and 933.05(b).

FISCAL IMPACT:

There is no fiscal impact associated with this agenda request.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request edits to the report and/or letter. Your Board may also decline to approve sending a response regarding the Jury's library findings, as doing so in this particular case is optional (as explained above). However, your Board is compelled by law to respond to the Property Tax Management System findings, so not approving that response is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

The draft County responses to the Fiscal Year 2023-2024 Grand Jury Final Report were prepared based on input from County departments with responsibility for topics covered in the report.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Ellis Darcy Ellis John Vallejo Nate Greenberg Created/Initiated - 9/4/2024 Approved - 9/5/2024 Approved - 9/5/2024 Final Approval - 9/5/2024

ATTACHMENTS:

- 1. Inyo County BOS Response to FY 23-24 Grand Jury Final Report
- 2. 23-24 Transmittal Letter
- 3. Inyo County Grand Jury 23-24 Final Report
- 4. California Penal Code Section 933.05
- 5. Sheriff Grand Jury Response



INYO COUNTY RESPONSE TO FY 2023-2024 FINAL GRAND JURY REPORT

Inyo County Board of Supervisors

| District 1 | Trina Orrill |
|------------|-----------------|
| District 2 | Jeff Griffiths |
| District 3 | Scott Marcellin |
| District 4 | Jennifer Roeser |
| District 5 | Matt Kingsley |

County Administrative Officer/Clerk of the Board: Nate Greenberg Assistant Clerk of the Board: Darcy Ellis

Safety Issues at Independence Library

FINDINGS

FINDING 1: "A significant hazardous condition currently exists in the public area of the library due to improperly secured bookshelves."

RESPONSE: Agree.

FINDING 2: "Bookshelves like those in the Independence Library were installed in other libraries and may not be adequately secured."

RESPONSE: Agree.

FINDING 3: "There is a well-documented history of persistent clutter, obstructed access and other safety related issues in the public and non-public areas in the Independence library."

RESPONSE: Agree.

FINDING 4: "The process for ensuring safety related issues in the Independence Library are identified, mitigated and prevented from reoccurring is ineffective."

RESPONSE: Agree.

RECOMMENDATIONS

RECOMMENDATION 1: "Close the public area of the library and restrict employee access until the bookshelves are inspected and secured according to the manufacturer's recommendations."

RESPONSE: This recommendation has been implemented. While the Independence Library remains open for services, the public area with the problematic shelves will not be open until the shelves are property affixed. Public Works has solicited bids from two different contractors for re-installation of the shelving and we anticipate this being completed by mid-October, at which time the public area will be reopened.

RECOMMENDATION 2: "Survey bookshelves in other Inyo County Libraries like those in the Independence Library to ensure they are properly secured at those locations by October 1, 2024."

RESPONSE: This recommendation has been implemented. An inspection revealed the same type of shelving has been installed at the Lone Pine Library branch and steps are being taken to address any related safety concerns (see above).

RECOMMENDATION 3: "Initiate a management and review process that will ensure safety issues are addressed promptly at the Independence Library and do not consistently reoccur by January 1, 2025."

RESPONSE: This recommendation has not yet been implemented, but we are in the process of developing safety protocols specific to the library as well as identifying a consultant to help develop strategies for managing the library collection.

Problematic Implementation of the New Property Tax Management System

FINDINGS

FINDING 1: "The management structure of the new Inyo County property tax management system was and continues to be inadequate for the successful implementation of the project."

RESPONSE: Disagree partially. While the project's management has been inadequate in the past, the Chief Information Officer who was hired in 2023 has been serving as the de facto Project Manager for the past year. It is recognized that effective project management is critical for the success of the project, and significant strides have been made over the past year. Such milestones include working with the software vendor to implement new functionality and fix longstanding bugs, which in turn cleared a backlog of supplemental tax bills dating as far back as 2019. That effort resulted in \$1.2 million in supplemental bills and approximately \$130,000 in refunds being issued this past spring.

FINDING 2: "At no time was an overall manager assigned with the ability to effectively implement the project."

RESPONSE: Agree.

FINDING 3: "Lack of visibility for problems outside the project participants limited the possibility of higher level or public oversight that could provide remedial actions."

RESPONSE: Agree. We recognize that historically there was a general lack of understanding with regard to the scope and magnitude of problems involving the Property Tax Management System. This likely contributed to a corresponding lack of higher-level, internal oversight.

FINDING 4: "Project completion is not in sight without a significant change in management structure." **RESPONSE:** Disagree partially. While the change in project managers and approach last year resulted in significant progress being made, many of the remaining issues will require in-depth knowledge of the system and processes, close collaboration among County departments using the product, cooperation with the Project Manager, and coordination between the County and the vendor for the efforts to be fully successful.

RECOMMENDATIONS

RECOMMENDATION 1: "Inyo County Board of Supervisors require the Chief Administrative Officer to designate an appropriate manager responsible for completing the implementation of the property tax management system. That designation not later than September 30, 2024 (F4)."

RESPONSE: This recommendation has been implemented. Noam Shendar, Inyo County Chief Information Officer, was appointed to oversee the project last year, and is now formally its Project Manager. Looking ahead, additional work is needed to create an effective project management strategy and working structure involving the stakeholder departments. That strategy will be focused on more fully later this year.

RECOMMENDATION 2: "Inyo County Board of Supervisors require the Chief Administrative Officer to provide a comprehensive status report on the implementation of the property tax management system no less than quarterly starting in 4Q 2024 (F3)."

RESPONSE: This recommendation will be implemented. The Treasurer-Tax Collector and Auditor made a report to the Board of Supervisors in April. As additional progress is made by the team, periodic reports will be made to the Board.



COUNTY OF INYO

ADMINISTRATOR'S OFFICE P.O. Drawer N Independence, CA 93526

NATE GREENBERG *County Administrative Officer*



September 10, 2024

The Honorable Stephen M. Place Presiding Judge Inyo County Superior Court 168 North Edwards Street Independence, CA 93526

SUBJECT: 2023-2024 Grand Jury Final Report

Dear Judge Place:

On behalf of the Board of Supervisors, all County departments and the County as a whole, I would like to take this opportunity to thank the members of the 2023-2024 Grand Jury for their diligent work in preparing the Grand Jury Final Report. As always, the County appreciates these dedicated citizens' commitment to trying to affect positive and constructive improvements to the way our local government functions.

Enclosed is the Board of Supervisors' response to the Library and Property Tax Management System sections of the report – approved by the Board and developed, as always, with input from staff. As with the County's responses to Final Grand Jury Reports in years' past, this response follows Penal Code Sections 933.05(a), 933.05(b), 933.05(c) (copy included). The Board's response is limited to only those items required by State Statute and in the format prescribed by law.

With regard to the Grand Jury's report on the Library, our County Administrator and Public Works Director were invited to respond. Although optional, we have decided to respond but you will notice that the response is from the Board of Supervisors. Under the County's reading of relevant Penal Code Sections, responses to grand jury reports are only required from the governing bodies of public agencies (e.g., the Board of Supervisors) and from elected County officers or department heads (e.g., the Auditor-Controller). Appointed County officers and department heads – including the CAO and Public Works Director – work under the control and direction of the Board of Supervisors and thus the Board is the proper responding party for matters involving those appointed officers or department heads. Accordingly, neither I nor the Public Works Director will be providing separate responses. Rest assured, however, that our input has been considered by and is reflected in the Board of Supervisors' response.

Again, on behalf of the Board of Supervisors, I want to express the County's appreciation for the Grand Jury's efforts to identify ways in which the County may improve its operations in support of our efforts to provide quality services to our community.

Sincerely,

Nate Greenberg County Administrative Officer Inyo County

EL CAMINO SIERPR. Prawer N, Independence, CA 93526 ngreenberg@inyocounty.us



2023-2024

Inyo County Grand Jury

Final Report







Inyo County Grand Jury PO Box 401 Independence, CA 93526

Honorable Stephen M. Place Judge of the Superior Court For Inyo County

Re: 2023-2024 Grand Jury Report

Dear Judge Place:

It is our pleasure to present to you the Inyo County Grand Jury report for the fiscal year 2023-2024.

We fulfilled our formal duty to inquire into the management and condition of "public prisons" in the county (PC §919(b)) by visiting the detention facilities in the County.

In addition to our formal report, we did inquire into other subjects and decided either to not investigate or not to report.

Throughout the year the nine members of the Grand Jury worked well together looking for ways to benefit the citizens of Inyo County. The reports we present represent the substantial contribution by every member of the Grand Jury.

Our tasks benefited greatly by the cooperation and generosity of time of many officials of many departments and special districts of the County who will not be individually named to preserve their confidentiality. We appreciate your support and your staff, especially Jaime Cervenka and Alyse Caton.

Thank you for the opportunity to serve on the Grand Jury.

Respectfully,

Mitchell W. Cox Foreman





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| Introduction |
| Problematic Implementation of the New Property Tax Management System6 |
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| Fire and Life Safety Inspections19 |
| Continuity Report |





2023-2024 Inyo County Grand Jury

Mitchell Cox Lone Pine Foreman

Leonard Cudney Mustang Mesa

Karen Kiefer-Cudney Mustang Mesa

Samantha Kline Chipmunk Canyon

Lynette McIntosh Bishop

Edward Morse Big Pine

Karen Palley Cartago

John Shepherd Mustang Mesa

Peter Thomsen Bishop



OF CONTROL OF

Inyo County Grand Jury Post Office Box 401 Independence, CA 93526

INTRODUCTION

In California, the Grand Jury system consists of 58 separate grand juries, one in each county, that are convened on an annual (July-June) basis by the Superior Court to serve a "watchdog" function, investigating and reporting on the operations of local government.

With regard to its watchdog authority, the civil Grand Jury is well suited to the effective investigation of local governments because it is an independent body, operationally separate from the entities and officials it investigates. It conducts its investigations under the auspices of the Superior Court and has broad access to public officials, employees, records and information.

The Grand Jury's fact-finding efforts result in written reports which contain specific recommendations aimed at identifying problems and offering recommendations for improving government operations and enhancing responsiveness. In this way, the Grand Jury acts as a representative of county residents in promoting government accountability.

Serving on the Inyo Grand Jury is a privilege, a duty and an opportunity. A privilege to be trusted with the authority granted to Grand Juries in California, a duty to investigate issues thoroughly with complete objectivity, and the opportunity to serve the citizens of our county by suggesting ways to improve the efficacy and efficiency of local government.

It should be noted that the Grand Jury receives many complaints and referrals during its year of service. Each complaint is carefully reviewed. A confirmation is sent to all complainants that identify themselves explaining their complaint will be evaluated by the Jury for possible investigation. Unfortunately, in addition to its basic merits, the timing of the complaint, the number of on-going investigations, and the number of members available to investigate are also components in the decision to conduct an investigation.

The following reports represent the efforts of the nine members of the Inyo Grand Jury for the fiscal year 2023-2024. Our reports, including the findings and recommendations, were unanimously approved by the members of the Grand Jury. We hope our findings and recommendations will lead to some incremental improvements in local government and overall benefits to the citizens of Inyo County.



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Inyo County Grand Jury Post Office Box 401 Independence, CA 93526

Inyo County Grand Jury Report

Problematic Implementation of the New Property Tax Management System.

SUMMARY

Development and implementation of a new property tax management system (PTMS) for Inyo County was initiated in 2012. It is not yet fully functional. There have been significant challenges to this project: the software itself is complex, and the implementation of an integrated system across three separate departments is naturally problematic. In addition, throughout the project, there have been four CAO's, three IT directors, two county counsels, two assessors, two auditor/controllers, and a software vendor that changed hands at least twice. However, the key factor that has hampered effective implementation has been the fact that the project has never had an effective overall manager. Until the project is provided with that necessary management, completion remains uncertain.

BACKGROUND

Inyo County faced a serious problem when the long-term vendor for the computer system used to manage property taxes announced it was closing and would no longer support the software. California property tax codes are complex, with many provisions unique to California. Additionally, because of its small size, Inyo County's needs were unlike those of most other counties. Inyo found only two viable vendors for a new system. The County selected and contracted with a vendor in 2012 that had proposed an integrated software system to service the needs of the Assessor, Auditor, and Tax Collector that would, of necessity, be unique to Inyo County. The vendor was essentially "starting from scratch" but, with successful implementation in Inyo County, anticipated other California counties would acquire their system.

The complex duties, responsibilities and specific legal obligations of the Accessor, Auditor and Tax Collector require information flowing between their offices to be accurate and properly formatted for the timely issuance of property tax bills. Developing a totally new system to meet these needs presented a major challenge to the vendor, the individual departments involved, and, most of all, Inyo County's ability to manage the overall project.

In addition to the many technical aspects of the project, the environment for the last 12 years has been constantly changing. Four CAO's, three IT Directors, two county counsels, two assessors, two auditor/controllers, one tax collector, and a software vendor that changed hands twice significantly amplified the inherent difficulty of the project.

In 2019, the system attempted to "go live" with little success. The issues and problems were massive: lack of documentation, inability to provide reports, difficulty with formatting outputs, and complex requirements for making corrections. The system was nearly inoperable except for its most basic functions (e.g., entering data and issuing routine property tax bills).

Inyo County



Inyo County Grand Jury Post Office Box 401 Independence, CA 93526

Two week-long meetings were held in late 2023 and early 2024 to resolve issues associated with the many problems faced in issuing non-routine property tax bills. Regulatory time constraints created a situation that, if unresolved, would have had a significant financial impact on Inyo County and taxpayers. These meetings involved the vendor and key participants from Inyo County. Many of the issues were resolved, and more than 1,000 tax bills were issued. Significant improvement was achieved, but the system is not yet fully functional and does not meet the minimum needs of Inyo County and its taxpayers. Several consequential issues are yet to be resolved. Additional problems continue to be discovered as the system is used.

METHODOLOGY

Interviews were conducted with numerous members and former members of the various Inyo County organizations involved in implementing the new software. These interviews were conducted over a period of approximately 6 months. Contractual and other documents related to the implementation of the new system were reviewed.

DISCUSSION

Implementing the new Property Tax Management System (PTMS) in Inyo County in 2012 was a critical, very complicated, highly interactive, and technically complex project. It remains so to this day. The challenges of creating a computer software system to meet the needs of three elected officials with specific regulatory duties and responsibilities by an inexperienced vendor cannot be understated.

An overall project manager was assigned by the Inyo County Administration in the beginning but was soon removed because of budget considerations. Over the course of the project, there were several, sometimes multiple, project managers with limited ability to coordinate aspects of the project outside their department. None were able to overcome the complex issues enough to enable the various participants to work as a coherent team to implement the project.

The lack of an overall manager with the ability to guide the project led to a myriad of problems. Classic failures in organization plagued the project from its inception: poorly defined objectives, unclear responsibilities, mismatched expectations, poor communication between participants, an inability to effectively mediate and resolve interdepartmental and vendor issues, poor documentation of meetings and decisions, entrenchment, chronic frustrations, and distrust between team members. All these issues have led to a 12-year project that has yet to be completed.

There was minimal knowledge, visibility, or oversight of the project at any level beyond the participants, even though this was of critical importance to Inyo County

One of the few consensuses among the current Inyo County participants is that a change of vendor, while not impossible, would be difficult and ill-advised.

Although the Grand Jury can fully support the conclusions above, we feel that determining "who was to blame" is irrelevant, and the only focus should be on how to resolve today's issues as efficiently and quickly as possible.



Successful implementation of the PTMS will require implementation of a new management approach that will:

- Provide high-level oversight, support, and public visibility
- Define and communicate the actions necessary for successful completion
- Implement a project structure capable of developing and clearly communicating the objectives, expectations, and responsibilities for each participant
- Provide adequate financial and personnel resources as necessary.
- Result in a sustainable system that meets the on-going needs of Inyo County

FINDINGS

- F1. The management structure of the new Inyo County property tax management system was and continues to be inadequate for the successful implementation of the project.
- F2. At no time was an overall manager assigned with the ability to effectively implement the project.
- F3. Lack of visibility for problems outside the project participants limited the possibility of higher level or public oversight that could provide remedial actions.
- F4. Project completion is not in sight without a significant change in management structure.

RECOMMENDATIONS

- R1. Inyo County Board of Supervisors require the Chief Administrative Officer to designate an appropriate manager responsible for completing the implementation of the property tax management system. That designation not later than September 30, 2024 (F4)
- R2. Inyo County Board of Supervisors require the Chief Administrative Officer to provide a comprehensive status report on the implementation of the property tax management system no less than quarterly starting in 4Q 2024. (F3)

REQUIRED RESPONSES

Pursuant to Penal Code sections 933 and 933.05, the Grand Jury requests responses from the following governing bodies within 90 days:

• Inyo County Board of Supervisors

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.





Inyo County Grand Jury Report

Safety Issues at Independence Library

SUMMARY

Improperly secured bookshelves in Inyo County Free Library in Independence present a significant hazard to patrons and employees. There should be no public access until the bookshelves are properly secured.

Additionally, there have been other consistent public and employee safety related issues in the Independence Library over a period of several years that need to be mitigated.

BACKGROUND

The Inyo County Free Library is located on the ground floor of the historic Inyo County Courthouse in Independence. The library has been undergoing renovation for more than 2 years in conjunction with renovations and upgrades to the building overall. The library renovation involved installation of new bookshelves in the public access area and general upgrades to finishes, fixtures, electrical infrastructure. The work continues with no estimated completion date.

METHODOLOGY

Members of the Grand Jury visited the library several times. Interviews with Inyo County library staff, administrative staff, building and safety staff and Public Works were conducted. The Grand Jury reviewed information and documentation provided by the Risk Management, Building and Safety and the Library staff. Installation drawings and diagrams provided by the bookshelf manufacturer were reviewed.

DISCUSSION

Members of the Grand Jury observed the non-public work areas to be very cluttered with narrow walkways with significant access issues in many areas on at least two occasions. Temporary lighting consisting of portable lights with extension cords, unsecured bookshelves, high storage on shelves and tripping hazards were observed.

Annual inspections by Inyo County Risk Management have consistently documented significant safety and access issues that vary in time as to severity and type. Obstruction of access, excessive clutter and storage in aisles and the center corridor being the most consistent over the period from 2019 to 2024. (Appendix A)

Work order requests are the normal mechanism to initiate corrective actions after inspections or when specific issues are identified by staff. The Grand Jury found little evidence that work orders were consistently issued in a timely manner nor follow up on safety related issues identified in the library.



Public access to the library was reinstated in the spring of 2023 after closure during the COVID 19 pandemic. Public access bookshelves are in a large room on the west side of the main corridor, near the south entrance. It was somewhat less cluttered than the non-public areas when visited by the Grand Jury

The Estey bookshelves in the public area of the library are over 7' high and heavily loaded. Many are unsecured and noticeably unstable to the touch. These bookshelves were installed by the library staff and volunteers. Previous installations of Estey bookshelves in other Inyo County Libraries were reported to have been done similarly. Floor anchors, as recommended by the manufacturer, were not used. Some wall anchors were used but may not have been adequately secured. Other components critical for seismic stability may not have been installed.

When contacted by the Grand Jury, representatives of both the manufacturer and supplier of the shelving said that the lack of proper floor and wall anchors would create a "hazardous condition." (Appendix B)

Numerous Inyo County employees noted long standing ongoing safety and access related issues in and adjacent to the library. There is no formal mechanism for a member of the public or county staff to present safety-related concerns.

FINDINGS

- F1. A significant hazardous condition currently exists in the public area of the library due to improperly secured bookshelves.
- F2. Bookshelves like those in the Independence Library were installed in other libraries and may not be adequately secured.
- F3. There is a well-documented history of persistent clutter, obstructed access and other safety related issues in the public and non-public areas in the Independence library.
- F4. The process for ensuring safety related issues in the Independence Library are identified, mitigated and prevented from reoccurring is ineffective.

RECOMMENDATIONS

- R1. Close the public area of the library and restrict employee access until the bookshelves are inspected and secured according to the manufacturer's recommendations. ⁽¹⁾
- R2. Survey bookshelves in other Inyo County Libraries like those in the Independence Library to ensure they are properly secured at those locations by October 1, 2024.
- R3. Initiate a management and review process that will ensure safety issues are addressed promptly at the Independence Library and do not consistently reoccur by January 1, 2025.

INVITED RESPONSES

- Nate Greenberg, Inyo County Chief Administrative Officer: (F1, F3, F4) = (R1, R3)
- Mike Errante, Inyo County Public Works Director: (F1, F2) = (R1, R2)

(1) May 2024 - the public area of the library is currently closed temporarily due to construction but should not be reopened.





APPENDIX A

CENTRAL LIBRARY INDEPENDENCE

2019





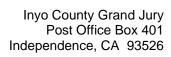


Inyo County Grand Jury Post Office Box 401 Independence, CA 93526















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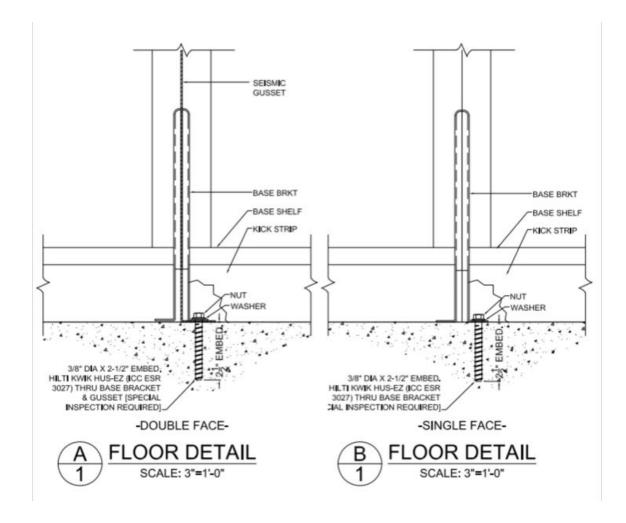


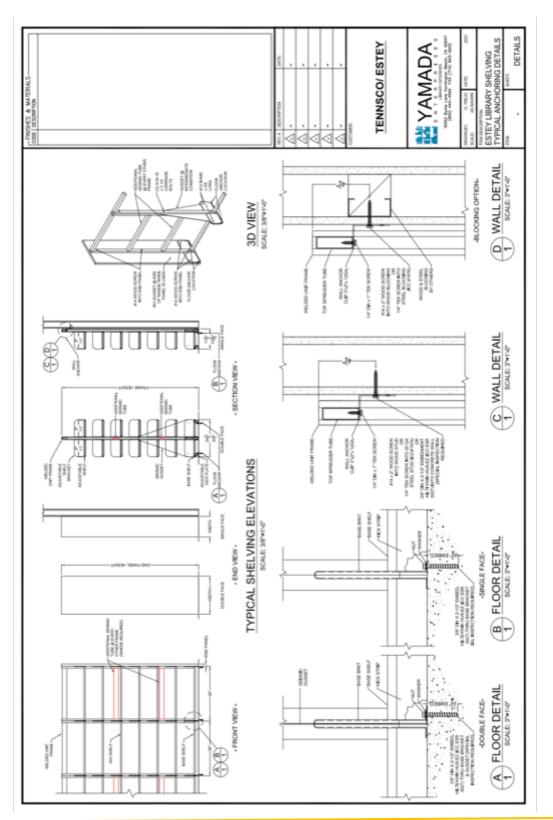


APPENDIX B

ESTEY LIBRARY SHELVING ANCHORING INSTRUCTIONS

Manufacturer's link for anchoring details: https://www.dropbox.com/t/X8xyqz2Fel4w0ojr







Inyo County





Inyo County Grand Jury Report

Fire and Life Safety Inspections

SUMMARY

This report addresses fire safety inspections in schools and other facilities in Inyo County. California Health and Safety Codes (HSC) require annual fire safety inspections in certain classes of buildings (schools, hotels, motels, etc.). The chiefs of our local fire departments are responsible for insuring these inspections are conducted. See Appendix C for the relevant codes.

The current Grand Jury opened an investigation into this issue after doing some basic continuity research pursuant to a 2022 Grand Jury report on the same subject. The fact that school inspections were not being conducted regularly was quickly apparent, and the Grand Jury felt that another investigation was warranted. In this report, the Grand Jury wants to expand our area of inquiry beyond just school inspections and to include the other types of facilities that must be inspected. This report also addresses what options local fire chiefs have to ensure that inspections are conducted in their districts.

BACKGROUND

The 2021-2022 Inyo County Grand Jury published a report about school fire safety inspections. That report found that few inspections were being conducted regularly in Inyo County. The report clarified that the responsibility for conducting inspections lies with the local fire district (either with the chief or someone else to whom the chief delegates that authority). The report also stated that according to the relevant HSC, inspection reports—whether conducted by the local chief, the Office of the State Fire Marshal (OSFM) via CalFire, or anyone else—must be presented to the special district's board of directors, accepted, and made publicly available.

Inyo County's fire protection services are provided by 6 special districts: Bishop Rural Fire Protection District (BRFPD), Big Pine Fire Protection District (BPFPD), Independence Fire Protection District (IFPD), Lone Pine Fire Protection District (LPFPD), Olancha Community Service District (OCSD), and Southern Inyo Fire Protection District (SIFPD). Current state regulations establish that the fire departments in these special districts are ultimately responsible for ensuring annual inspections are conducted in all required facilities within their districts. Full-time fire chiefs with the necessary credentials and training may conduct inspections themselves, or they can delegate this responsibility to CalFire or another district fire official.



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METHODOLOGY

Members of the Grand Jury conducted interviews with interested parties in person, by phone, and via Zoom. Requests for fire safety inspection reports were made to local fire districts, school districts, and state agencies. The 2021-2022 Grand Jury report was reviewed, together with all responses to that report which were received. The Grand Jury also made a thorough review of pertinent California HSC, state regulations, and information obtained from the California State Fire Marshal's Office and CalFire.

DISCUSSION

This report intends to clarify the following details related to state-mandated fire safety inspections: 1) What facilities are required to be inspected. 2) Who has the responsibility and authority to conduct inspections. 3) Are inspections currently being conducted in Inyo County. 4) Do the fire districts in Inyo County need to implement new procedures to ensure inspections are conducted. 5) Why is it important that annual inspections are conducted in Inyo County schools and other required facilities.

HSC requires annual inspections for schools and several other residential occupancies. The State Fire Marshal's Office has defined the specific facilities that must be inspected as those within three specific occupancy groups: Group E, Group R1, and Group R2.

- Group E: Schools and day-care facilities (with more than 6 children who are over 2 ¹/₂ years of age)
- Group R1: Hotels, motels, hostels, and other transient congregate living facilities
- Group R2: Apartment houses, boarding houses (with more than 16 occupants), other congregate living facilities (with more than 16 occupants), convents, dormitories, fraternities, and sororities

The Grand Jury's current information indicates that CalFire will perform inspections, upon request from a local fire chief, for all required facilities. CalFire's current rate is \$240/hour, excluding transportation time. CalFire charges the facilities they are inspecting directly (whether that is a school, a motel, or otherwise), so local fire departments are not responsible for charging inspection fees.

Suppose a district fire chief wishes to delegate inspection responsibility to the OSFM (via CalFire). In that case, they must contact them directly (see Appendix B) and provide them with a list of all facilities within their district that must be inspected. After CalFire has conducted inspections, they must provide the district fire chief with a copy of all inspection reports. The chief, in turn, must provide those reports to the district board of directors at their year-end budget meeting. The board is then responsible for making a formal resolution accepting the reports and either posting them on the department's website or making them available to the public at the fire station.



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The Grand Jury made inquiries to discover what inspections have been conducted in Inyo County over the last five years. Our requests for inspection reports were made to the local fire districts, school district superintendents, and CalFire (via a FOIA request). The Grand Jury is proceeding with the assumption that if a written inspection report does not exist, there is no way to verify that an inspection occurred.

The table below provides a simple representation of which inspection reports the Grand Jury obtained for Inyo County schools for 2019-2023. This table may not provide a complete list of every school in each fire protection district. Each fire protection district is responsible for compiling a list of all schools and other applicable buildings that require annual inspections in their district. Olancha CSD is not listed in the table below because it does not presently have any schools within its district boundaries. Please see Appendix A for a comprehensive and detailed table of every inspection report that the Grand Jury obtained.





No Inspection Report Provided to the Grand Jury Inspection Report Provided to the Grand Jury

| Bishop Schools | | | | | | |
|-----------------------|------|------|------|------|------|--|
| Inspection Year | 2019 | 2020 | 2021 | 2022 | 2023 | |
| Bishop Union HS | | | | | | |
| Home Street MS | | | | | | |
| Bishop ES | | | | | | |
| 7th Day Adventist | | | | | | |
| 7th Day Adventist Pre | | | | | | |
| Wonder Years Pre | | | | | | |
| Indian Head Start | | | | | | |
| Little Promises PS | | | | | | |
| Kliks Family Daycare | | | | | | |

| Big Pine Schools | | | | | | |
|----------------------|------|------|------|------|------|--|
| Inspection Year | 2019 | 2020 | 2021 | 2022 | 2023 | |
| Big Pine PreS | | | | | | |
| Big Pine ES | | | | | | |
| Big Pine MS | | | | | | |
| Big Pine HS | | | | | | |
| Big Pine HS Palisade | | | | | | |

| Independence Schools | | | | | | | |
|----------------------|------|------|------|------|------|--|--|
| Inspection Year | 2019 | 2020 | 2021 | 2022 | 2023 | | |
| Owens Valley ES | | | | | | | |
| Owens Valley MS | | | | | | | |
| Owens Valley HS | | | | | | | |

| Γ | Lone Pine Schools | | | | | |
|---|-------------------|------|------|------|------|------|
| | Inspection Year | 2019 | 2020 | 2021 | 2022 | 2023 |
| Γ | Lo-Inyo ES | | | | | |
| | Lone Pine HS | | | | | |

| Death Valley Schools | | | | | | |
|----------------------|------------------|------|------|------|------|------|
| | Inspection Year | 2019 | 2020 | 2021 | 2022 | 2023 |
| Π | Shoshone Academy | | | | | |



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Big Pine FPD and Southern Inyo FPD are presently conducting inspections. This Grand Jury report does not provide data on fire safety inspections conducted in 2024. However, it is important to acknowledge that both Bishop Fire and Independence FPD are now actively contracting with CalFire to conduct fire safety inspections in their districts. The Grand Jury's intent, in this report, is not to rebuke any of the fire protection districts. Instead, the goal is to provide clear and detailed information that will enable all Inyo County fire protection districts to fully comply with all state regulations regarding fire safety inspections. The importance of preventative fire safety measures cannot be overestimated, especially concerning school children in Inyo County. In addition, fire safety in hotels and motels is vital in a county that relies heavily on revenue from visitors and vacationers. Inyo County's history of compliance with fire safety inspection requirements has been poor to date, but the Grand Jury believes rectifying the situation is possible. We must all acknowledge that inspections are urgently needed to ensure the safety of our school children, residents, and visitors.

While conducting this investigation, the Grand Jury has become aware of recent discussions among county agencies and fire district chiefs regarding the difficulties faced in achieving compliance with state regulations that require annual inspections. The Grand Jury believes that the central problem has been confusion about the specifics of these requirements; that uncertainty has been exacerbated by the fact that most of our small fire district chiefs lack the resources to perform the necessary inspections. Invo County technically has a County Fire Marshal: the Head of Building & Safety. This, however, is a titular position and does not possess any of the responsibilities of a fire marshal since Invo County does not have a County Fire Department. It is doubtful that creating a county-level position to conduct countywide inspections is feasible at this time. Additionally, we recognize that our county's responsibility for fire protection services lies with six independent special districts; there is no overarching authority with organizational and management capabilities. For these reasons, the simplest solution to the problem appears to be for each district chief to determine the most effective way to ensure that inspections occur, whether this means doing the inspections themselvesif they have the necessary qualifications and resources-or delegating this responsibility to the OSFM.

The Grand Jury's objective in conducting this investigation was to determine whether the 2021-2022 Grand Jury report on the same subject had produced the desired results. We wish to acknowledge that there has been improvement: Big Pine FPD has been contracting with CalFire to conduct inspections for the last two years, and in the Southern Inyo FPD, the fire chief has been conducting inspections since taking office in 2023.



The Grand Jury recognizes that during this investigation, significant progress has occurred: Bishop Fire and Independence FPD are actively taking the necessary steps to comply with HSC requirements. The purpose of this report is to encourage and inform all concerned parties so as to make Inyo County safer for everyone.

FINDINGS

- F1. The record of compliance with California HSC's requirements for annual fire safety inspections in Inyo County has been largely inconsistent over the last five years.
- F2. Many of the local fire protection districts in Inyo County lack the necessary resources or qualifications to conduct annual fire safety inspections.
- F3. Special District fire chiefs may delegate the responsibility for conducting fire safety inspections to the Office of the State Fire Marshal (via CalFire), another district chief or employee, or a private firm that provides inspection services.
- F4. The Boards of Directors of Inyo County's fire protection districts are not in compliance with Health & Safety Code requirements to accept and make public fire safety inspection reports in their districts.

RECOMMENDATIONS

- R1. Each fire department, that is not currently in compliance, reach compliance with the requirements for annual fire safety inspections under sections 13146.2, 13146.3, and 13146.4 of the California Health & Safety Codes no later than December 31, 2024. (F1, F4)
- R2. The Board of Directors of each fire department develops a plan that details how their departments will achieve and maintain compliance with fire safety inspection requirements no later than October 31, 2024, that includes the following: (F1, F4)
 - Determine who will be responsible for conducting fire safety inspections;
 - Compile and maintain a list of all schools and other facilities in their district which require inspections;
 - Determine a procedure for the chief to present inspection reports to the board at their annual budget meeting;
- R3. The Board of Directors of each fire department receives all fire safety inspection reports at their annual budget meeting. The Board of Directors makes a formal resolution that includes posting inspection reports on the department website or making them available to the public at the fire station no later than October 31, 2024. (F4)



REQUIRED RESPONSES

Pursuant to Penal Code sections 933 and 933.05, the Grand Jury requests responses from the following governing bodies within 90 days:

- Bishop Rural Fire Protection District's Board of Directors (R1, R2, R3)
- Bishop City Council (R1, R2, R3)
- Big Pine Fire Protection District's Board of Directors (R1, R2, R3)
- Independence Fire Protection District's Board of Directors (R1, R2, R3)
- Lone Pine Fire Protection District's Board of Directors (R1, R2, R3)
- Olancha Community Service District's Board of Directors (R1, R2, R3)
- Southern Inyo Fire Protection District's Board of Directors (R1, R2, R3)

INVITED RESPONSES

- Bishop RFPD Chief Bret Russell
- Big Pine FPD Chief Damon Carrington
- Independence FPD Chief Joseph Cappello
- Lone Pine FPD Chief Carl Bursell
- Olancha CSD Chief Chelsea Benbrook
- Southern Inyo FPD Chief Phil Worsman
- Lone Pine School Superintendent Edward Campbell
- Death Valley School District Superintendent Jim Copeland
- Independence School District Superintendent Rosanne Lampariello
- Inyo County Superintendent of Schools Barry Simpson
- Cal Fire Chief Darwin Workman
- Cal Fire Chief Jeffrey Bailey





APPENDIX A

| SCHOOLS | Inspection Date | Pass/Fail | Details | Reinspection Date |
|--|--------------------|--------------------------------|--------------------|----------------------|
| Bishop Area | | | | |
| Bishop Union HS | 8/13/2020 | Correction notice issued | | 8/20 |
| Bishop Union HS | 6/23/2022 | Correction notice issued | 3 violations noted | |
| Home Street MS | 8/27/2020 | Passed with comments | 4 violations noted | |
| Home Street MS | 6/21/2022 | Correction notice issued | 2 violations noted | |
| Bishop ES | 9/24/2020 | Passed with comments | | |
| Bishop ES | 6/15/2022 | Correction notice issued | 6 violations noted | |
| Bishop 7th Day Adventist Church School | 2/21/2020 | Correction notice issued | | |
| Bishop 7th Day Adventist Preschool | 2/21/2020 | Citation issued | 7 violations noted | |
| ICOE Wonder Years Preschool | 8/18/2022 | Passed | | |
| B. Indian Head Start | 3/15/2019 | Passed | | |
| Little Promises PS | | | | |
| Kliks Family Daycare | | | | |
| | | | | |



| Big Pine | | | | |
|--------------------------------|-----------|------|---------------|--|
| BP: ES 2nd-6th Bldg | 4/11/2022 | Fail | 4 Violations | |
| BP: ES 2nd-6th Bldg | 8/29/2023 | Pass | | |
| BP: After School Bldg | 4/11/2022 | Pass | | |
| BP: After School Bldg | 8/29/2023 | Fail | 1 Violation | |
| BP: Library | 4/11/2022 | Pass | | |
| BP: Library | 8/29/2023 | Pass | | |
| BP: Boardroom | 4/11/2022 | Fail | 3 Violations | |
| BP: Library | 8/29/2023 | Fail | 4 Violations | |
| BP: Care Room Bldg | 4/11/2022 | Pass | | |
| BP: Care Room Building | 8/29/2023 | Pass | | |
| BP: Elective Storage | 4/11/2022 | Fail | 1 Violation | |
| BP: K-8 Science Storage | 8/29/2023 | Pass | | |
| BP: Gym | 4/11/2022 | Fail | 10 Violations | |
| BP: Gym | 8/29/2023 | Fail | 7 Violations | |
| BP: K-1st Grade Building | 4/11/2022 | Pass | | |
| BP: K-1st Grade Building | 8/29/2023 | Pass | | |
| BP: Preschool | 4/11/2022 | Pass | | |
| BP: Preschool | 8/29/2023 | Pass | | |
| BP: High School | 4/11/2022 | Fail | 7 Violations | |
| BP: High School | 8/29/2023 | Fail | 5 Violations | |
| BP: RSP | 4/11/2022 | Pass | | |
| BP: RSP | 8/29/2023 | Pass | | |
| Big Pine: Training Room | 4/11/2022 | Pass | | |
| Palisade: English Classroom | 4/11/2022 | Fail | 1 Violation | |





| Palisade: English Classroom | 8/29/2023 | Pass | | |
|------------------------------------|------------|------|---|------------|
| Palisade: History Classroom | 4/11/2022 | Pass | | |
| Palisade: History Classroom | 8/29/2023 | Pass | | |
| Palisade: Math & Science Classroom | 4/11/2022 | Pass | | |
| Palisade: Math & Science Classroom | 8/29/2023 | Pass | | |
| Palisade: Office | 4/11/2022 | Fail | 3 Violations | |
| Palisade: Office | 8/29/2023 | Pass | | |
| Palisade: Technology Building | 4/11/2022 | Pass | | |
| BP: Crew Room | 8/29/2023 | Pass | | |
| | | | | |
| Independence | | | | |
| Owens Valley ES | | | | |
| Owens Valley MS | | | | |
| Owens Valley HS | | | | |
| | | | | |
| Lone Pine | | | | |
| Lo-Inyo ES | 8/16/2019 | N/A | None noted | 10/18/2019 |
| Lo-Inyo ES | 10/18/2019 | N/A | "Making progress on past violations." | 60 Days |
| Lone Pine HS | 8/23/2019 | N/A | 2 violations noted | 30 Days |
| Lone Pine HS | 10/18/2019 | N/A | 2 past violations were corrected. 1 violation requires reinspection. | 30 Days |





| Death Valley | | | | |
|---|--------|--------|-------------------------|---|
| Death Valley Shoshone Academy | 3/7/23 | | 11 violations noted | |
| Death Valley Shoshone Academy | 11/23 | Failed | 34+ violations noted | Priority code for corrections noted |
| Schools in Inyo County not within a Fire District's Boundaries | | | | |
| Round Valley Schools | | | | |
| Cerro Coso Community College - Bishop Campus | | | | |



APPENDIX B

STATE OF CALIFORNIA-NATURAL RESOURCES AGENCY



DEPARTMENT OF FORESTRY AND FIRE PROTECTION OFFICE OF THE STATE FIRE MARSHAL Fire and Life Safety Division P.O. Box 944246 SACRAMENTO, CA 94244-2460 (916) 568-3801 Website: www.fire.ca.gov Gavin Newsom, Governor



February 27, 2024

Re: State Fire Marshal Mandated Inspections

Dear Local Authority Having Jurisdiction (AHJ):

The purpose of this annual notification is to provide information to local AHJ fire departments and fire protection districts on statutory notification and reporting requirements for State Fire Marshal mandated inspections performed by your agency.

In accordance with Health and Safety Code (HSC) Section 13146.1, CAL FIRE - Office of the State Fire Marshal (OSFM) is charged to inspect every jail or place of detention at least once every two years, including those within local AHJ jurisdictions, unless notified by the local AHJ that they will perform the inspections by June 30 of each applicable year. Some jails or places of detention may request to have annual inspections due to other requirements or accreditation. Reports of the inspections shall be submitted to the following within 30 days of the inspection:

- Official in charge of the facility
- Local governing body
- State Fire Marshal
- Board of Corrections

In accordance with HSC Section 13217, local AHJs are charged with performing annual inspections of high-rise structures in their jurisdiction unless the local AHJ elects to have the OSFM perform the inspections. Notification to the OSFM of who will be performing the inspection is required by June 30 of each applicable year. If a local AHJ performs the inspection, results of the inspection shall be submitted to the OSFM no later than 30 days after the date of the inspection.

In accordance with HSC Sections 13146.2 and 13146.3, Group E and Group R-1/R-2 occupancies are required to be inspected annually by the local AHJ. OSFM notification and reporting is not required for these inspections.

In accordance with HSC Section 13146.6, if the governing body relies on an all-volunteer fire department, Group E or Group R-1/R-2 occupancies in your jurisdiction must be inspected through one of the following methods:

- Request the OSFM to perform the inspections.
 - If you are an all-volunteer fire department, and you are requesting the OSFM perform your Group E and Group R-1/R-2 occupancy inspections per HSC

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Section 13146.6, please notify us by including those structures on the Inventory Spreadsheet.

 Request another city, county, or city and county fire department or district that has regular full-time members of a regularly organized fire department to perform the inspections.

If a structure meets the definitions of both a high-rise and an R-1/R-2, inspection responsibility will fall to the local AHJ under HSC Section 13146.2. The AHJ will still be responsible for the notification and reporting of this structure per HSC Section 13217.

The OSFM continues working with our contractor to establish an electronic notification and reporting system through GOVmotus FIRE. This system will track inspections for high-rise structures and jails (or places of detention) performed by the AHJ fire departments and fire protection districts. Through this system, local AHJs will notify the OSFM that the local AHJ will perform these inspections or defer them to the OSFM, identify that the inspections have been completed, and submit the results of the inspections to the OSFM.

This system will replace the annual letter sent by our office. Until the system is established, <u>OSFMLocalFireInfoUpdate@fire.ca.gov</u> will be utilized for local AHJ communication for mandated inspection notification and reporting.

To facilitate this program, a general email address for your department to use as the Login ID is required. If the email address that you have received this notification at is not the email address you wish to utilize as your department's Login ID, please enter the correct email on the attached Inventory Spreadsheet. This spreadsheet also needs to include all high-rise structures and jails or places of detention in your jurisdiction and identify who will be performing these inspections. The spreadsheet may also contain data for your jurisdiction based on the information you reported last year. Please review the information and update it as needed. Please return the completed spreadsheet to <u>OSFMLocalFireInfoUpdate@fire.ca.gov</u> within 30 days of receipt.

If your department has no structures that require reporting or notification to the OSFM, fill out the AHJ information section of the spreadsheet and enter "no buildings to notify/report on" in the first line of the inventory. Additionally, if another AHJ will be performing these mandated inspections on your behalf, still fill out and submit the Inventory Spreadsheet for your jurisdiction. Your reporting and notification can then be done via your login either by your department or the AHJ performing the inspections for you.

Upon receipt of this email, please reply to <u>OSFMLocalFireInfoUpdate@fire.ca.gov</u> with an acknowledgment so that we know this email address is current and being monitored. If you previously submitted an inventory to us for this program, please verify your email address and provide any corrections that may need to be made to the inventory we have on file to keep it up to date. If you have any questions, we may be contacted at (916) 568-3801.

Respectfully,

Brad Goodrich Chief of Fire and Life Safety

Cc: Jack Stinson, Chief of Fire and Life Safety Darwin Workman, Chief of Fire and Life Safety

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APPENDIX C

- 1. HEALTH AND SAFETY CODE HSC
- 2. DIVISION 12. FIRES AND FIRE PROTECTION [13000 14959] (Division 12 enacted by Stats. 1939, Ch. 60.)
- 3. PART 2. FIRE PROTECTION [13100 13263] (Part 2 enacted by Stats. 1939, Ch. 60.)
- 4. CHAPTER 1. State Fire Marshal [13100 13159.10] (Chapter 1 enacted by Stats. 1939, Ch. 60.)
- 5. ARTICLE 2. The State Board of Fire Services [13140 13147] (Heading of Article 2 amended by Stats. 1973, Ch. 1197.)
- 6. 13146.
- 7. (a) The responsibility for enforcement of building standards adopted by the State Fire Marshal and published in the California Building Standards Code relating to fire and panic safety and other regulations of the State Fire Marshal shall be as follows:
- 8. (1) The city, county, or city and county with jurisdiction in the area affected by the standard or regulation shall delegate the enforcement of the building standards relating to fire and panic safety and other regulations of the State Fire Marshal as they relate to R-3 dwellings, as described in Section 310.5 of Part 2 of the California Building Standards Code, to either of the following:
- 9. (A) The chief of the fire authority of the city, county, or city and county, or the chief's authorized representative.
- 10. (B) The chief building official of the city, county, or city and county, or the official's authorized representative.
- 11. (2) The chief of any city, county, or city and county fire department or of any fire protection district, and their authorized representatives, shall enforce within its jurisdiction the building standards and other regulations of the State Fire Marshal, except those described in paragraph (1) or (4).
- 12. (3) The State Fire Marshal shall have authority to enforce the building standards and other regulations of the State Fire Marshal in areas outside of corporate cities and districts providing fire protection services.
- 13. (4) The State Fire Marshal shall have authority to enforce the building standards and other regulations of the State Fire Marshal in corporate cities and districts providing fire protection services upon request of the chief fire official or the governing body.
- 14. (5) The State Fire Marshal shall enforce the building standards and other regulations of the State Fire Marshal on all University of California campuses and properties



administered or occupied by the University of California and on all California State University campuses and properties administered or occupied by the California State University. For each university campus or property, the State Fire Marshal may delegate that responsibility to the person of the State Fire Marshal's choice who shall be known as the Designated Campus Fire Marshal.

- 15. (b) A fee may be charged pursuant to the enforcement authority of this section but shall not exceed the estimated reasonable cost of providing the service for which the fee is charged, pursuant to Section 66014 of the Government Code.
- 16. 13146.1.
- 17. (a) Notwithstanding Section 13146, the State Fire Marshal, or the State Fire Marshal's authorized representative, shall inspect every jail or place of detention for persons charged with or convicted of a crime, unless the chief of any city, county, or city and county fire department or fire protection district, or that chief's authorized representative, indicates in writing to the State Fire Marshal, by June 30 of each applicable year pursuant to subdivision (b), that inspections of jails or places of detention, therein, shall be conducted by the chief, or the chief's authorized representative, and submits the reports as required in subdivision (c).
- 18. (b) The inspections shall be made at least once every two years for the purpose of enforcing the regulations adopted by the State Fire Marshal, pursuant to Section 13143, and the minimum standards pertaining to fire and life safety adopted by the Board of State and Community Corrections, pursuant to Section 6030 of the Penal Code.
- 19. (c) Reports of the inspections shall be submitted to the official in charge of the facility, the local governing body, the State Fire Marshal, and the Board of Corrections within 30 days of the inspections.
- 20. (d) The State Fire Marshal, or the State Fire Marshal's authorized representative, who performs an inspection pursuant to subdivision (a) may charge and collect a fee for the inspection from the local government. Any fee collected pursuant to this subdivision shall be in an amount, as determined by the State Fire Marshal, sufficient to pay the costs of that inspection or those related fire and life safety activities
- 21. 13146.2.
- 22. (a) Every city, county, or city and county fire department or district providing fire protection services required by Sections 13145 and 13146 to enforce building standards adopted by the State Fire Marshal and other regulations of the State Fire Marshal shall, annually, inspect all structures subject to subdivision (b) of Section 17921, except dwellings, for compliance with building standards and other regulations of the State Fire Marshal.
- 23. (b) A city, county, or city and county fire department or district providing fire protection services that inspects a structure pursuant to subdivision (a) may charge and collect a fee for the inspection from the owner of the structure in an amount, as determined by the city,



county, or city and county fire department or district providing fire protection services, sufficient to pay the costs of that inspection.

- 24. (c) A city, county, or city and county fire department or district providing fire protection services that provides related fire and life safety activities for structures subject to subdivision (b) of Section 17921, such as plan review, construction consulting, fire watch, and investigation, may charge and collect a fee from the owner of the structure in an amount, as determined by the city, county, city and county, or district, sufficient to pay the costs of those related fire and life safety activities.
- 25. (d) The State Fire Marshal, or the State Fire Marshal's authorized representative, who inspects a structure subject to subdivision (b) of Section 17921, except dwellings, for compliance with building standards and other regulations of the State Fire Marshal, may charge and collect a fee for the inspection from the owner of the structure. The State Fire Marshal may also charge and collect a fee from the owner of the structure for related fire and life safety activities, such as plan review, construction consulting, fire watch, and investigation. Any fee collected pursuant to this subdivision shall be in an amount, as determined by the State Fire Marshal, sufficient to pay the costs of that inspection or those related fire and life safety activities.
- 26. 13146.3.
- 27. (a) A city, county, or city and county fire department or district providing fire protection services shall inspect every building used as a public or private school within its jurisdiction, for the purpose of enforcing regulations promulgated pursuant to Section 13143, not less than once each year. The State Fire Marshal and the State Fire Marshal's authorized representatives shall make these inspections not less than once each year in areas outside of corporate cities and districts providing fire protection services.
- 28. (b) A city, county, or city and county fire department or district that, or the State Fire Marshal or the State Fire Marshal's authorized representative who, inspects a structure pursuant to subdivision (a) may charge and collect a fee for the inspection in an amount sufficient to pay the costs of that inspection.
- 29. 13146.4.
- 30. (a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.
- 31. (b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.
- 32. (c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.



- 33. (d) For purposes of this section, "administering authority" means a city council, county board of supervisors, or district board, as the case may be.
- 34. 13146.5.
- 35. The provisions of Sections 13145, 13146 and 13146.3 shall, so far as practicable, be carried out at the local level by persons who are regular full-time members of a regularly organized fire department of a city, county, or district providing fire protection services, and shall not be carried out by other persons pursuant to Section 34004 of the Government Code.



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Inyo County Grand Jury Post Office Box 401 Independence, CA 93526

Inyo County Grand Jury Report

Continuity Report

SUMMARY

The 2022-2023 Inyo County Grand Jury published a report on the Concealed Carry Permit (CCW) renewal process. The Grand Jury found that the information on the Inyo County Sheriff's Office's (ICSO) website did not provide the necessary information on minimum processing times to ensure that applicants would receive their new CCW permit before their previous permit expired. This report tracks the ICSO's response to the 2023 Grand Jury report and evaluates whether the recommendations that the ICSO agreed to were implemented.

METHODOLOGY

The Grand Jury reviewed the 2022-2023 report on CCW renewals, interviewed Sheriff's Office representatives, and reviewed the current ICSO website.

DISCUSSION

The 2022-2023 Grand Jury report on CCW renewals made the following findings and recommendations:

FINDINGS

- F1. There are discrepancies between the information for renewing a Concealed Carry Permit on the ICSO website and current practices.
- F2. No information is presented on the ICSO website as to typical Concealed Carry Permit renewal process times nor an indication of the minimum time necessary to receive a renewal before the existing permit expiration date.
- F3. The Permitium Concealed Carry Permit expiration notice process is problematic.

RECOMMENDATIONS

- R1. The Grand Jury recommends that the ICSO review and revise the website to eliminate discrepancies between stated and actual CCW renewal practices by December 31, 2023.
- R2. The Grand Jury recommends the ICSO provide evidence on the website as to typical CCW renewal times by December 31, 2023.
- R3. The Grand Jury recommends the ICSO clearly indicate the minimum time required to review a CCW if all documentation is properly submitted by December 31, 2023.
- R4. The Grand Jury recommends the ICSO assure expiration date notices sent by Permitium are accurate and include guidance for timely renewals by December 31, 2023.



The Grand Jury report, published on June 11, 2023, required a response from the Inyo County Sheriff within 60 days of its release to the public (pursuant to Penal Code 933.06). No response was received from the ICSO, and the ICSO's website didn't reflect any of the recommended changes. The current Grand Jury met with representatives of the ICSO on September 20, 2023, to follow up on the 2022-2023 report and inquire about the lack of a response to the previous report. The Grand Jury renewed the findings and recommendations in the report and requested a response from the ICSO.

The ICSO responded to the 2022-2023 Grand Jury report on October 11th, 2023. The response read as follows:

- F1. Respondent agrees with the finding.
- F2. Respondent agrees with the finding.
- F3. Respondent agrees with the finding.
- R1. Recommendation has not been implemented but will be implemented noting timeframe.
- R2. Recommendation has not been implemented but will be implemented noting timeframe.
- R3. Recommendation has not been implemented but will be implemented noting timeframe.
- R4. Recommendation has not been implemented but will be implemented noting timeframe.

The Grand Jury has reviewed the ICSO's website and found one correction in response to the recommendations noted in the 2022-2023 report: a note on the CCW application/renewal page now reads: "Applicants RENEWING a Concealed Carry Weapon license in Inyo County may apply up to 180 days before the expiration date listed on their current Concealed Carry Weapon license." While potentially helpful to renewal applicants, this note does not directly address any of the four recommendations contained in the original report. The Grand Jury has not found any other evidence that the ICSO has implemented any of the recommendations in the 2022-2023 report–recommendations to which the ICSO replied, "Recommendation has not been implemented but will be implemented noting timeframe."

The current Grand Jury renews the findings and recommendations of the 2022-2023 report and encourages the ICSO to implement corrective actions as soon as possible.

INVITED RESPONSES

• Inyo County Sheriff's Office

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

California Penal Code Section 933.05 (a), (b) and (c)

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.



Inyo County Sheriff's Office PO Drawer S Independence, Ca 93526

JUL 2 9 2024

July 24, 2024

Inyo County Superior Court PO Box 1508 Bishop, Ca 93515

Honorable Presiding Judge,

I am writing in response to the Inyo County Grand Jury final report for the 2023-2024 fiscal year.

Continuity Report Regarding the Concealed Carry Permit (CCW) Renewal Process

FINDINGS:

F1: "There are discrepancies between the information for renewing a Concealed Carry Permit on the ICSO website and current practices."

SHERIFF RESPONSE:

ICSO staff has demonstrated full transparency throughout the Grand Jury investigation process, promptly providing all requested information and responding to every Grand Jury request. Respectfully, any perceived discrepancies between the provided information for the ICSO CCW Procedures and current practices should be noted in detail as to allow for a thorough response, corrective actions, or the opportunity to provide further information.

F2: "No information is presented on the ICSO website as to typical Concealed Carry Permit renewal process times nor an indication of the minimum time necessary to receive a renewal before the existing permit expiration date."

SHERIFF RESPONSE:

Since the issuance of the initial Grand Jury Report, Senate Bill 2 has come into effect in the state of California. This legislation imposes additional requirements on the Sheriff's Office staff for issuing permits. These mandates, however, are unfunded and have significantly impacted the procedures for processing both new and renewal applications.

As currently noted on the Inyo County Sheriff's Office CCW Page:

"RENEWAL Applications are typically processed within 30 to 90 days+- however, due to circumstances beyond our control, the application process may be longer."

F3: "The Permitium Concealed Carry Permit expiration notice process is problematic."

SHERIFF RESPONSE:

Expiration dates are clearly marked on CCW Permit Cards issued to the permit holder and are valid for two years to the date of issue. The Permitium System automatically notifies the permit holder by email of upcoming expiration six months in advance. Please see below for an example of the automated notification:

"Please do not respond to this email as this address is not checked. Your CCW permit is up for renewal! Your permit is set to expire. To renew your permit, please click here: (https://inyoso.permitium.com/ccw/start). If you have already renewed your permit, please disregard this email.

Please allow up to 120 business days for it to be processed. During the process of performing all applicable background checks, we may need to contact you to request additional information. We will do so via email, all notifications will also be displayed on the Order Tracker.

You will be notified via email once your renewal application has been approved. Additional instructions will be provided within the notification email. Sincerely,

Inyo County Sheriff's Office"

Permit holders are given six months advance notice to allow time for the applicant to gather the required documents and schedule the mandated course in time for their permit to expire.

RECOMMENDATIONS

R1: "The Grand Jury recommends that the ICSO review and revise the website to eliminate discrepancies between stated and actual CCW renewal practices by December 31, 2023."

SHERIFF RESPONSE:

The Inyo County CCW Permitium Website has been updated to reflect the new legislation imposed by SB2 as well as to reflect our current procedures.

R2: "The Grand Jury recommends the ICSO provide evidence on the website as to typical CCW renewal times by December 31, 2023."

SHERIFF RESPONSE:

The Inyo County CCW Permitium Website has been updated to note:

"RENEWAL Applications are typically processed within 30 to 90 days+- however, due to circumstances beyond our control, the application process may be longer."

R3: "The Grand Jury recommends the ICSO clearly indicate the minimum time required to review a CCW if all documentation is properly submitted by December 31, 2023."

SHERIFF RESPONSE:

The Inyo County CCW Permitium Website has been updated to note:

"Due to the increased volume of applications, The NEW Carry Concealed application process may take approximately 180+ - days to complete. Applications are processed in the order they are received.

RENEWAL Applications are typically processed within 30 to 90days+- however, due to circumstances beyond our control, the application process may be longer. For NEW and RENEWAL applications: you will receive an email if any additional information and/or documents are needed when your application is being processed by our staff. If you have questions regarding your CCW application, please email us at ccw@inyocounty.us"

As well as "Applicants RENEWING a Concealed Carry Weapon license in Inyo County may apply up to 180 days before the expiration date listed on their current Concealed Carry Weapon license."

R4: "The Grand Jury recommends the ICSO assure expiration date notices sent by Permitium are accurate and include guidance for timely renewals by December 31, 2023."

SHERIFF RESPONSE:

Expiration dates are clearly marked on CCW Permit Cards issued to the permit holder and are valid for two years to the date of issue. The Permitium System automatically notifies the permit holder by email of an coming expiration six months in advance. Permit holders are given six months advance notice to allow time for the applicant to gather the required documents and schedule the mandated course in time for their permit to expire.

If you have any questions or concerns, please contact me anytime.

Sincerely,

Inyo County Sheriff Stephanie J. Rennie



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

September 10, 2024

Reference ID: 2024-706

Side Letter with Inyo County Correctional Officers Association and the County of Inyo County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve the Side Letter between the Inyo County Correctional Officers Association and the County of Inyo, to be implemented starting in the pay period beginning November 21, 2024, with benefit changes effective January 1, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County is currently in negotiations with the Inyo County Correctional Officers Association (ICCOA). The parties have reached a tentative agreement on changes to SECTION 4. OTHER BENEFITS, Article 1 - Insurance (B), which affects the health insurance premium amounts paid by both the County and the employees. This tentative agreement is expected to provide a financial benefit to both the majority if our ICCOA-represented employees and the County. As the parties have not yet agreed on all provisions of the MOU, this Side Letter is essential to ensure that our employees can fully utilize the benefits provided during the upcoming open enrollment period. Missing this enrollment period would prevent employees from taking advantage of the revised health plan contributions for an entire year, potentially leading to financial strain. Implementing this Side Letter now is crucial to aligning with the open enrollment timeline.

The Side Letter makes the following changes:

The County will cover 75% of the premium for the PERS Platinum health plan, with employees responsible for the remaining 25%.

The County will cover 80% of the premium for the PORAC health plan, with employees responsible for the remaining 20%.

The County will cover 100% of the premium for the PERS Gold or EPO health plans.

This side letter is consistent with the side letters your Board just recently approved for the two other bargaining units (ICEA and ICPPOA) with which we are currently engaged in MOU negotiations.

FISCAL IMPACT:

| Budget Unit 022900 - Jail - General |
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|--|

| Budgeted? | Yes | Object Code | 5031 |
|------------|---------------------|--------------|------|
| Recurrence | Ongoing Expenditure | Sole Source? | N/A |
| | | | |

If Sole Source, provide justification below

Current Fiscal Year Impact

The overall impact of this change in insurance plans for PORAC and Blue Cross remains neutral, while the change for Gold and Platinum will result in a cost savings of approximately \$5,000 overall to the County.

Future Fiscal Year Impacts

There will be a continued savings as a result of this change.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Side Letter; however, this is not recommended, as employees would not be able to change health insurance plans and take advantage of the insurance premium changes during the open enrollment period for the upcoming 2025 calendar year.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement I Local Businesses, Organizations, and Workforce

APPROVALS:

Keri Oney Denelle Carrington Darcy Ellis John Vallejo Amy Shepherd Nate Greenberg Created/Initiated - 9/4/2024 Approved - 9/5/2024 Approved - 9/5/2024 Approved - 9/5/2024 Approved - 9/5/2024 Final Approval - 9/5/2024

ATTACHMENTS:

1. ICCOA Side Letter - SECTION 4 - Article 1 - Insurance

SIDE LETTER AGREEMENT BETWEEN COUNTY OF INYO AND INYO COUNTY CORRECTIONAL OFFICERS ASSOCIATION

This Side Letter is an addendum to the existing Memorandum of Understanding (MOU) between the County of Inyo and Inyo County Correctional Officers Association (ICCOA), effective November 1, 2019.

Recitals:

WHEREAS, the County and the Employee Association/Union engaged in good faith negotiations concerning health plan premium contributions under SECTION 4. OTHER BENEFITS, Article 1 – Insurance (B); and

WHEREAS, the parties have reached an agreement regarding the County's contributions towards employee health plan premiums, necessitating an amendment to SECTION 4. OTHER BENEFITS, Article 1 – Insurance (B).

Agreement:

The parties hereby agree to the following terms:

1. Amendment to SECTION 4. OTHER BENEFITS, Article 1 – Insurance (B):

- The County agrees to pay seventy-five percent (75%) of the premium for the PERS Platinum health plan. Employees will be responsible for the remaining twenty-five percent (25%) of the premium.
- The County agrees to pay eighty percent (80%) of the premium for the PORAC health plan. Employees will be responsible for the remaining twenty percent (20%) of the premium.
- The County agrees to pay one hundred percent (100%) of the premium for the PERS Gold or EPO health plans.
- 2. Plan Name and Configuration Changes:
 - The parties agree to meet and confer over any changes to plan names or plan configurations made by PERS during the life of the MOU.

This Side Letter shall amend SECTION 4. OTHER BENEFITS, Article 1 - Insurance (B) of the existing MOU and will be implemented beginning on the pay period of November 21, 2024, for any insurance plan change effective January 1, 2025. The amendment shall survive the expiration of the existing MOU until, if ever, it is amended or modified in current or future MOU negotiations.

| 2024 |
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| 2024 |
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Matt Kingsley, Chairperson Date

Stacie Casabian, ICCOA Representative Date

ICCOA Side Letter - SECTION 4 - Article 1 -Insurance 9.2024

Final Audit Report

2024-09-05

| Created: | 2024-09-04 |
|-----------------|--|
| By: | Keri Oney (koney@inyocounty.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA2ng4_anBfRQJ6FpeahHehJPfQUOR1sSl |

"ICCOA Side Letter - SECTION 4 - Article 1 - Insurance 9.2024" History

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