



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
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/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING

April 15, 2025
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: 127 W. Bush St., Lone Pine, CA 93545. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Meaghan McCamman, Denelle Carrington. Negotiating parties: Inyo County and New Coso Heritage Society, Inc. 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, Assistant Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich.

OPEN SESSION

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

- 10 A.M.**
- 4) Pledge of Allegiance**
 - 5) Report on Closed Session as Required by Law**
 - 6) Employee Service Recognition Awards** - The Board will recognize employees who reached service milestones during the First Quarter of 2025.
 - 7) Public Comment**
Comments may be time-limited
 - 8) County Department Reports**

CONSENT AGENDA

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

- 9) Approval of Minutes from the April 8, 2025 Board of Supervisors Meeting**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Approve the minutes from the regular Board of Supervisors meeting of April 8, 2025.

- 10) Amendment No. 1 to Fiscal Year 24-25 UC Davis Contract**
Health & Human Services - Social Services | Morningstar Willis-Wagoner

Recommended Action:

Approve Amendment No. 1 to the contract between the County of Inyo and Regents of the University of California for the provision of training services, increasing the contract to an amount not to exceed \$150,195.00, which is an increase of \$31,620, and authorize the Chairperson to sign.

- 11) Amendment No. 9 to the Contract between County of Inyo and Daniel B. Stephens and Associates, Inc. for the Provision of Hydrological Services**
Planning Department | Cathreen Richards

Recommended Action:

Approve Amendment No. 9 to the contract between the County of Inyo and Daniel B. Stephens and Associates, Inc. for the provision of hydrological services, to amend all sections relating to the term of the agreement to be April 25, 2017 to April 25, 2026, contingent upon the Board's approval of the 2025-2026 Fiscal Year budget, and authorize the Chairperson to sign.

12) Amendment No. 9 to the Contract between the County of Inyo and Hydrodynamics Group, LLC for the Provision of Consulting Services

Planning Department - Yucca Mountain Oversight | Cathreen Richards

Recommended Action:

Approve Amendment No. 9 to the sole-source contract between the County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 2 – Term of the agreement to be July 1, 2016 through June 30, 2026, and amend the term to be July 1, 2016 through June 30, 2026 on Attachments A-E as applicable, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

13) Temporary Lane Closure for US Cycling Event LLC

Public Works | Michael Errante

Recommended Action:

Approve the temporary lane closure of Onion Valley Road just west of U.S. Highway 395 and East Market Street, to allow the US Cycling Event to hold the annual Cycling Event on Onion Valley Road and East Market Street on April 27, 2025.

14) Runway 12-30 Safety Area Improvement Project at the Bishop Airport

Public Works | Ashley Helms

Recommended Action:

- A) Approve the plans and specifications for the Runway 12-30 Safety Area Improvement Project at the Bishop Airport;
- B) Authorize the Public Works Director to advertise and bid the project; and
- C) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Project (AIP) funding Grant Agreement for the Runway 12-30 Safety Area Improvement Project at the Bishop Airport.

REGULAR AGENDA

15) Proposed Resolution Declaring Certain County-Owned Property Surplus, Determining its Value to be Less than \$500 and Declaring the Intention to Sell Via Private Sale

County Administrator - Information Services | Noam Shendar
5 minutes

Recommended Action:

- A) Approve Resolution No. 2025-11, titled, "A Resolution of the Inyo County Board of Supervisors Declaring Certain County-Owned Property Surplus, Determining its Value to Be Less \$500 and Declaring the Intention to Sell Via Private Sale," and authorize the Chairperson to sign;
- B) Appoint and authorize a member of the Board to facilitate the sale of the surplus property; and
- C) Direct staff to return to the Board for confirmation of the sale once effectuated.

16) Presentation and Update on the Operations of the Business Resource Center

County Administrator | Meryl Picard, Meaghan McCamman
30 minutes

Recommended Action:

Receive presentation from Meryl Picard of Sierra Business Council on the Business Resource Center in Bishop.

11 A.M. 17) Public Hearing and Resolution Creating a Fee Schedule for Mobile Vending Permits

County Counsel | Meaghan McCamman
5 minutes

Recommended Action:

- A) Conduct a public hearing on a proposed fee schedule for mobile vending permits; and
- B) Approve Resolution No. 2025-12, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Creating a Fee Schedule for Mobile Vending Permits," and authorize the Chairperson to sign.

18) Authorization to Apply for the 2025 CalFire County Coordinator Grant Program

County Administrator | Nate Greenberg, Kristen Pfeiler, Elaine Kabala
20 minutes (5min. Presentation / 15min. Discussion)

Recommended Action:

Direct staff to submit an application to the 2025 CalFire County Coordinator Grant Program.

ADDITIONAL PUBLIC COMMENT & REPORTS

19) Public Comment

Comments may be time-limited

20) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

21) California Fish & Game Commission - Revised agenda for April 16-17 meeting being held in Sacramento and via Zoom.

22) California Highway Patrol - Pursuant to Health and Safety Code Section 25180.7 (Proposition 65), report of illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety.



COUNTY OF INYO

PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760.878.0377

760.878.0465 (Fax)

MEMORANDUM

To: Department Heads

From: Jayme Westervelt, Personnel Analyst

Date: April 4, 2025

Re: Employee Service Awards for 1st Quarter 2025

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, April 15th at 10:00 am. **Please make sure to invite your employees to attend the Board of Supervisors meeting (in person) to be recognized.**

Name	Hire Date	Years of Service	Department Head
David Stottlemire	1/5/15	10	
Katy Bowlan	3/19/20	5	Anna Scott
Jessie Wilkinson	3/19/20	5	Anna Scott
Sarah Simpson	2/1/10	15	Jeff Thomson
Chris Preter	3/12/15	10	Michael Errante
Sergio Cruz-Hernandez	1/23/20	5	Michael Errante
Hayley Carter	2/26/15	10	Nate Greenberg
Kimberly Geiger	2/1/95	30	Stephanie Rennie
Chris Connolly	1/17/05	20	Stephanie Rennie
Cianni Martinez	2/6/20	5	Stephanie Rennie



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 15, 2025

Reference ID:
2025-236

Approval of Minutes from the April 8, 2025 Board of Supervisors 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 April 8, 2025.

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 Israel
Darcy Israel

Created/Initiated - 4/8/2025
Final Approval - 4/8/2025

ATTACHMENTS:

1. Draft April 8, 2025 Minutes

MINUTES



County of Inyo Board of Supervisors

April 8, 2025

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:33 a.m., on April 8, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

***Closed Session
Public Comment***

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

Closed Session

Chairperson Marcellin 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 Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *Jerrie Phillips v. County of Inyo et. al.* (Case No. 24UC71635); and No. 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, Assistant Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich.

Open Session

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:04 a.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo reported that the Board met under item 2 and unanimously approved that County Counsel defend against the lawsuit filed by Ms. Phillips. Vallejo said the Board also met under item 3 and no action was taken that is required to be reported.

Pledge of Allegiance

Supervisor Roeser led the Pledge of Allegiance.

Public Comment

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

County Department Reports

Public Works Director Mike Errante provided an update and photos of the Whitney Portal Road culvert repair project, which he said should be complete by April 30.

***Clerk of the Board –
Approval of Minutes***

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve the minutes from the regular Board of Supervisors meeting of March 25, 2025. Motion carried unanimously.

***County Counsel –
Lone Pine School
District Authorization to
Sell General Obligation
Bonds***

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve Resolution No. 2025-09, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the Board of Trustees of the Lone Pine Unified School District to Issue and Sell General Obligation Bonds of the District on its Own Behalf Pursuant to State Law," and authorize the Chairperson to sign. Motion carried unanimously.

<i>County Counsel – Owens Valley School District Authorization to Sell General Obligation Bonds</i>	Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve Resolution No. 2025-10, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the Board of Trustees of the Owens Valley Unified School District to Issue and Sell General Obligation Bonds of the District on its Own Behalf Pursuant to State Law," and authorize the Chairperson to sign. Motion carried unanimously.
<i>HHS-First 5 – Child Abuse Prevention Council Appointments</i>	Moved by Supervisor Roeser and seconded by Supervisor Griffiths to appoint Stephanie Tanksley and Griselda Ortiz to unexpired 2-year terms on the Inyo County Child Abuse Prevention Council ending December 31, 2026. Motion carried unanimously with the year corrected to 2026 from 2027, as requested by the Assistant Clerk of the Board.
<i>HHS-First 5 – 2024-2027 Innovative Partnerships MOU Letter of Participation</i>	Moved by Supervisor Roeser and seconded by Supervisor Griffiths to ratify and approve the agreement between the County of Inyo and the Child Abuse Prevention Council of Sacramento for the provision of Innovative Partnerships Program Northeast Region Child Abuse Prevention Council Partnership July 1, 2024 through June 30, 2027, and authorize the Health and Human Services Director to sign. Motion carried unanimously.
<i>HHS-Behavioral Health – Crestwood Behavioral Health Agreement Amendment 1</i>	Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve Amendment 1 to the sole-source contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA, increasing the contract to an amount not to exceed \$350,000, and authorize the Chairperson to sign. Motion carried unanimously.
<i>HHS-Social Services – Community Service Solutions Agreement Amendment 1</i>	Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve Amendment 1 to the sole-source contract between the County of Inyo and Community Services Solutions for In-Home Supportive Services (IHSS) Registry, Employer of Record, and Labor Union Negotiations Services, increasing the contract to an amount not to exceed \$314,746; and authorize the Chairperson to sign. Motion carried unanimously.
<i>Environmental Health – AB 993 Letter of Support</i>	Moved by Supervisor Roeser and seconded by Supervisor Griffiths to authorize the Chairperson to sign a letter of support for AB 993, increasing funding for hazardous materials and waste programs in rural counties. Motion carried unanimously.
<i>CAO – NACo Environment, Energy, and Land Use Steering Committee Draft Policy Resolution</i>	The Board discussed a draft policy resolution that Supervisor Orrill will be introducing to the National Association of Counties (NACo) Environment, Energy, and Land Use Steering Committee for consideration for inclusion in the <i>American County Platform</i> during the national conference later this year. Orrill explained that the resolution calls for a pilot program that would provide federal funding to help with infrastructure and technical training for fire suppression. She thanked Deputy CAO Meaghan McCamman and Jeremiah Van Auken of The Ferguson Group for their assistance and guidance. Supervisor Griffiths called the resolution fantastic and thanked Supervisor Orrill for bringing the matter in front of the whole Board when she was in no way obligated to. Moved by Supervisor Orrill and seconded by Supervisor Griffiths to approve the draft policy resolution. Motion carried unanimously.
<i>Auditor-Controller – CAL-Card Policy</i>	Auditor-Controller Amy Shepherd presented the proposed CAL-Card policy, highlighting the history of the program and key aspects of the policy. Moved by Supervisor Orrill and seconded by Supervisor Wadellton to approve the Inyo County CAL-Card Policy. Motion carried unanimously.
<i>Public Comment</i>	Chairperson Marcellin asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.
<i>Board Member & Staff Reports</i>	CAO Greenberg said he has been helping with the effort to transition the County's wildfire prevention coordinator over to the Eastern Sierra Council of Governments. He added that the initial grant awards are starting to come in from the Sierra Jobs First initiative. He spoke about the recent "Silver Fire" near Laws and thanked firefighters and emergency personnel, Supervisor Orrill, Assistant CAO Denelle Carrington, Emergency Services Manager Mikaela Torres, and the Inyo County Sheriff's Office for collaborative efforts to protect the community. Greenberg announced that Torres will be leaving her job with the County and thanked her for her hard work as the Emergency Services Manager. Greenberg also said he attended a kick-

off meeting for a new AI policy development working group.

Assistant Clerk of the Board/Public Relations Liaison Darcy Israel announced the upcoming launch of a new public-facing portal called “NextRequest”, for public records requests, and said that employee training will be forthcoming with the hope of going live sometime next month.

Supervisor Griffiths said one of the highlights of last week was hanging out with a Palisades High School student who shadowed him on his job as Inyo County Supervisor. Griffiths said he attended meetings for the Juvenile Justice Coordinating Council and various California State Association of Counties advocacy meetings in Sacramento, Lodi, and Middletown, as well as a CSAC Executive Board meeting. He also reported testifying about the Carrier of Last Resort matter and potential changes to the Brown Act. Griffiths said he has an upcoming meeting for the Eastern Sierra Transit Authority and reminded attendees about the Rotary Club’s Earth Day celebration at Bishop City Park this Saturday.

Supervisor Orrill said she attended an Eastern Sierra Area Agency on Aging Committee meeting and thanked firefighters and mutual aid agencies for their response to the Silver Fire, as well as the offices of the White House Intergovernmental Agency, Congressman Kiley, and Senator Schiff, who reached out to see if resources were needed.

Supervisor Wadelton said he attended the tour of Lone Pine Community Service Wastewater Plant and said he will be traveling to Sandy Valley and other desert communities tomorrow.

Supervisor Marcellin said he attended a twelve-week course with the National Association of Counties Leadership Academy and an RNA-DNA meeting and will be working with HHS on an upcoming audit.

Adjournment

The Chairperson adjourned the meeting at 10:54 a.m. to 8:30 a.m. Tuesday, April 15, 2025, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

*by: _____
Darcy Israel, Assistant*



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 15, 2025

Reference ID:
2025-199

Amendment No. 1 to Fiscal Year 24-25 UC Davis Contract

Health & Human Services - Social Services

ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

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

RECOMMENDED ACTION:

Approve Amendment No. 1 to the contract between the County of Inyo and Regents of the University of California for the provision of training services, increasing the contract to an amount not to exceed \$150,195.00, which is an increase of \$31,620, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This contract amendment comes before the Board with an additional eight Training Units and Funds to be included in the FY 24-25 Contract. The Department had to increase training opportunities due to new eligibility staff; post-COVID Medi-Cal reassessment training; and new training classes offered by UC Davis.

Inyo County is part of a training consortium made up of approximately forty small and medium-sized counties. The consortium pools State Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees in those counties. UC Davis maintains evidence-based practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these training courses are provided on-site at one of our local facilities, thus reducing travel costs and time away from the office for employees.

This year's contract will provide 30 units (days) of on-site training throughout the fiscal year. This will provide for continued training related to not only our technical Social Services program needs, but also related to professional employee development, management and supervision development and project management, as well as increase our training opportunities for local resource families, formerly referred to as foster parents. We coordinate and mutually share training when feasible, with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.

FISCAL IMPACT:

Funding Source	Grant Funded (State and Federal reimbursement) and Social Services Realignment	Budget Unit	055800
-----------------------	--	--------------------	--------

Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$150,195 for the period between July 1, 2024 and June 30, 2025
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The alternative would be to not approve additional training units, which supplies on-site training at no cost to the County General Fund. This contract allows our associates to receive on-going, specialized training without spending taxpayer's dollars on travel expenses.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

HHS routinely invites others to the trainings where appropriate: additional Health and Human Services staff, community partners, and other County departments (past trainings have included staff from Probation, Public Works and Child Support).

STRATEGIC PLAN ALIGNMENT:

High Quality Services I Quality County Employees

APPROVALS:

Tyler Davis	Created/Initiated - 3/17/2025
Darcy Israel	Approved - 3/17/2025
Tyler Davis	Approved - 4/2/2025
Anna Scott	Approved - 4/4/2025
Melissa Best-Baker	Approved - 4/4/2025
John Vallejo	Approved - 4/7/2025
Amy Shepherd	Approved - 4/9/2025
Nate Greenberg	Final Approval - 4/9/2025

ATTACHMENTS:

1. UC Davis Training Services Contract Amendment 1
2. UC Davis Training Services Contract

FIRST AMENDMENT TO TRAINING SERVICES AGREEMENT

THIS FIRST AMENDMENT (“**First Amendment**”) is made to University of California, Davis Agreement # UCDPO00126978 (formerly INC1912887) (“**Agreement**”) between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”) on behalf of its Davis campus Continuing and Professional Education (the “**Facility**”) and INYO COUNTY HEALTH AND HUMAN SERVICES (“**User**”).

The above-referenced parties agree to amend the Agreement as follows:

1. Services. Section 1 of the Agreement is hereby amended to increase the Services as more fully described to “Exhibit A-1”, which is incorporated herein and made part hereof. The amendment adds \$34,000.00 in funds, increasing the total contract amount from \$127,500.00 to a maximum amount of \$161,500.

Except as modified above, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the dates set forth below.

INYO COUNTY HEALTH AND
HUMAN SERVICES

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)

By: _____
Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis

Name: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A-1

TRAINING PROGRAM

1. 38.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
 - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

	Original	Added	New Total
Total Number of Training Units	30.00	8.00	38.00
Total Contract Amount	\$127,500.00	\$34,000.00	\$161,500.00
Less CPE 7% Cost Share	\$(8,925.00)	\$(2,380.00)	\$(11,305.00)
Total User Contract Share	\$118,575.00	\$31,620.00	\$150,195.00

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21st day of May 2024 an order was duly made and entered as follows:

*HHS-Social
Services –
UC Davis Services
Training Contract*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed \$118,575.00 for the period of July 1, 2024, through June 30, 2025, contingent upon the Board's adoption of the FY 2024-25 budget and authorize the Chairperson to sign. Motion carried unanimously.

Routing

CC
Purchasing
Personnel
Auditor
CAO
Other: HHS
DATE: May 29, 2024

WITNESS my hand and the seal of said Board this 21st

Day of May, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", is written over a horizontal line.

By: _____



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 21, 2024

Reference ID:
2024-320

UC Davis Social Services Training Contract Health & Human Services - Social Services ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

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

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed \$118,575.00 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's adoption of the FY 2024-25 budget, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County is part of a training consortium made up of approximately forty small and medium-sized counties. The consortium pools State Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees in those counties. UC Davis maintains evidence-based practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these training courses are provided on-site at a local facility, thus reducing travel costs and time away from the office for employees.

This year's contract will provide 30 units (days) of on-site training throughout the fiscal year. This will provide for continued training related to not only technical Social Services program needs, but also related to professional employee development, management and supervision development and project management, as well as increase training opportunities for local resource families, formerly referred to as foster parents. Social Services coordinates and mutually shares training when feasible with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.

This contract is coming before your Board with request for approval contingent on all signatures being obtained because the contractor requested the County sign prior to their final execution.

FISCAL IMPACT:

Funding Source	Grant Funded (State and Federal reimbursement) and Social Services Realignment	Budget Unit	055800
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			

N/A
Future Fiscal Year Impacts
\$118,575 for the period between July 1, 2024 and June 30, 2025
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The alternative would be not to enter this training arrangement, which supplies on-site training at no cost to the County General Fund. This contract allows our associates to receive ongoing, specialized training without spending taxpayer's dollars on travel expenses.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

We routinely invite others to the trainings where appropriate: Additional Health and Human Services staff, community partners, and other County departments (past trainings have included staff from Probation, Public Works and Child Support).

ATTACHMENTS:

1. 24-25 UC Davis Training Services Agreement

APPROVALS:

Tyler Davis	Created/Initiated - 4/16/2024
Darcy Ellis	Approved - 4/23/2024
Tyler Davis	Approved - 4/23/2024
Anna Scott	Approved - 4/25/2024
Melissa Best-Baker	Approved - 4/25/2024
John Vallejo	Approved - 5/7/2024
Grace Chuchla	Approved - 5/7/2024
Amy Shepherd	Approved - 5/7/2024
Nate Greenberg	Final Approval - 5/14/2024

UC Davis Agreement #INC1912887
CPE Agreement #GENT-2024-11
Control # C114488

TRAINING SERVICES AGREEMENT
(INYO COUNTY HEALTH AND HUMAN SERVICES)

THIS AGREEMENT (“**Agreement**”) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”), on behalf of its Davis Campus Continuing and Professional Education (the “**CPE**”) and INYO COUNTY HEALTH AND HUMAN SERVICES (“**User**”).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (“**Program**”) and;

WHEREAS, User wishes to obtain major skills training courses for User’s personnel who provide related services in fulfillment of their goals and objectives (“**Exhibit B**”, if applicable);

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (“**Program**”) as more fully described in “Exhibit A”, attached hereto and incorporated herein (collectively, the “**Services**”). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
 - a. Limit on attendance: No more than thirty (30) persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term: The term of this Agreement shall be from July 1, 2024 and continue through June 30, 2025. All courses must be completed by June 30, 2025.
3. Payment: User shall pay University for Service as set forth in “Exhibit A”, attached hereto and incorporated herein. CPE will provide User thirty (30) days’ written notice of any proposed rate

CPE Agreement #GENT-2024-11
Control # C114488

change and an option to amend or terminate the Agreement. User shall pay for Services within thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. **Rules, Regulations, Policies and Guidelines:** When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
5. **Indemnification:** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. **Insurance:** University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - i. Bodily injury
 1. Per person \$1,000,000
 2. Per accident \$1,000,000
 - ii. Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).
 - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.
 - f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This

CPE Agreement #GENT-2024-11
Control # C114488

insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

- a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.
- b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
- c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

- 8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

- a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
- b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a

CPE Agreement #GENT-2024-11
Control # C114488

court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

- c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
 - d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.
9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.
11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.
12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.
14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

CPE Agreement #GENT-2024-11
Control # C114488

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. **Federal Contract Compliance:** If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
16. **Conflict of Interest:** User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:
 - a. An investment worth \$2,000 or more in User or its affiliate;
 - b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;
 - c. Receipt during the past 12 months of \$500 in income or \$440 in gifts from User or its affiliate; or
 - d. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. **Tobacco-free Campus:** University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
18. **Equal Opportunity Affirmative Action:** University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified**

CPE Agreement #GENT-2024-11
Control # C114488

individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (“CANRA”). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY
 Michell Franklin
 Program Director
 Continuing & Professional Education
 University of California, Davis
 463 California Drive
 Davis, CA 95616
 E-mail: mtfranklin@ucdavis.edu

USER
 Tyler Davis
 Administrative Secretary
 Inyo County
 Health and Human Services
 1360 N Main Street
 Bishop, CA 93514
 E-mail: tdavis@inyocounty.us

ADDITIONAL UNIVERSITY
 Human Services
 Custom Training and Services
 Continuing & Professional Education
 University of California, Davis
 463 California Drive
 Davis, CA 95616
 E-mail: UCDE-
 CTS@ou.ad3.ucdavis.edu

ADDITIONAL USER
 Morningstar Willis-Wagoner
 Deputy Director
 Inyo County
 Health and Human Services
 1360 N Main Street
 Bishop, CA 93514
 E-mail: mwagoner@inyocounty.us

21. Attorneys’ Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

CPE Agreement #GENT-2024-11
Control # C114488

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.
23. Governing Law: This Agreement shall be construed pursuant to California law.
24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

//

//

//

//

//

//

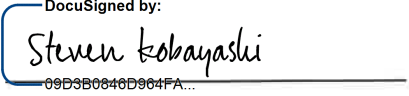
//

//


//

AGREED AND ACCEPTED:

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: 
Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis
Date: 6/3/2024

**INYO COUNTY
HEALTH AND HUMAN SERVICES**

By: 
(authorized signatory)
Print Name: Matt Kingsley
Date: 05/21/2024

CPE Agreement #GENT-2024-11
Control #C114488

EXHIBIT A

TRAINING PROGRAM

1. 30.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
 - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Training Units	CHS Daily Rate		
30.00	\$ 4,250.00	\$127,500.0	Total Contract Amount
		(\$8,925.00)	Less CPE 7% Cost Share
		\$118,575.00	Total User Contract Share

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE
STATE "N/A" ON THIS EXHIBIT.

N/A



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 15, 2025

Reference ID:
2025-81

Amendment No. 9 to the Contract between County of Inyo and Daniel B. Stephens and Associates, Inc. for the Provision of Hydrological Services

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Approve Amendment No. 9 to the contract between the County of Inyo and Daniel B. Stephens and Associates, Inc. for the provision of hydrological services, to amend all sections relating to the term of the agreement to be April 25, 2017 to April 25, 2026, contingent upon the Board's approval of the 2025-2026 Fiscal Year budget, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On March 11, 2009, the Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified the accompanying Environmental Impact Report (EIR), which permitted the Coso Operating Company (COSO) to extract groundwater from two existing wells on its Hay Ranch property in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station, located nine miles east. Conditions of approval include a Hydrologic Monitoring Plan (HMMP), which works to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts.

Inyo County is continuing to monitor Coso's groundwater pumping pursuant to the HMMP. Additional monitoring is necessary based on Coso's modified pumping levels. Daniel B. Stephens & Associates (DBSA) has been providing hydrological consulting services for the project. DBSA's contract term is set to expire On April 25, 2025, but the County still has a need for hydrologic consulting relating to the ongoing pumping and the HMMP, necessitating the need to extend the contract. An updated fee schedule is also included in the amendment reflecting 2025 rates. The approval of this Contract is exempt from CEQA under the common sense rule (CEQA Guidelines 15061(B)(3)).

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	023800
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

The amount is fluid, as the costs incurred are only incurred if actually provided and then are reimbursed by Coso Operating Company.

Future Fiscal Year Impacts

Additional Information

This contract is budgeted in Planning 023800-5265. All cost incurred by the County are reimbursed by Coso Operating Company which pays for the HMMP groundwater monitoring.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the amendment. This is not recommended as Daniel B. Stephens and Associates, Inc's. history and expertise are valuable assets for the County to utilize as hydrological consultants for the ongoing monitoring required by the Hydrologic Monitoring Plan for the Coso Geothermal groundwater pumping program.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Cathreen Richards	Created/Initiated - 2/5/2025
Darcy Israel	Approved - 2/5/2025
Christian Milovich	Approved - 4/1/2025
John Vallejo	Approved - 4/1/2025
Amy Shepherd	Approved - 4/9/2025
Nate Greenberg	Final Approval - 4/10/2025

ATTACHMENTS:

1. DB Stevens Contract & Amendments 1-9

**AMENDMENT NO. NINE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

WHEREAS, the County and the Contractor agreed to Amendment No. Five to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amend No. Five to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

WHEREAS, the County and the Contractor agreed to Amendment No. Six to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2023.

WHEREAS, the County and the Contractor agreed to Amend No. Six to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2022 through December 31, 2022).

WHEREAS, the County and the Contractor agreed to Amendment No. Seven to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2024.

WHEREAS, the County and the Contractor agreed to Amendment No. Seven to the term of April 25, 2017 to April 25, 2024 on Attachments A-E as applicable.

WHEREAS, the County and the Contractor agreed to Amend No. Seven to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2023 through December 31, 2023).

WHEREAS, the County and the Contractor agreed to Amendment No. Eight to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2025.

WHEREAS, the County and the Contractor agreed to Amendment No. Eight to the term of April 25, 2017 to April 25, 2025 on Attachments A-E as applicable.

WHEREAS, the County and the Contractor agreed to Amend No. Eight to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2024 through December 31, 2024).

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 – TERM to April 25, 2017 to April 25, 2026.
- Amend the term to April 25, 2017 to April 25, 2026 on Attachments A-E as applicable.
- Amend Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2025 through December 31, 2025).
- Amend Attachment D – Insurance Requirements.

AMENDMENT NO. NINE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

COUNTY

CONTRACTOR

By: _____

By: T. Neil Bryant

Date: _____

Date: February 26, 2025

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg

Aaron Holmberg (Feb 28, 2025 09:55 PST)

County Risk Manager



California Schedule of Fees

(Effective January 1, 2025 through December 31, 2025)

Confidential

Professional Services

Principal Professional III.....	\$335.00/hour
Principal Professional II.....	\$317.00/hour
Principal Professional I.....	\$288.00/hour
Senior Professional III.....	\$272.00/hour
Senior Professional II.....	\$258.00/hour
Senior Professional I.....	\$238.00/hour
Project Professional III.....	\$225.00/hour
Project Professional II.....	\$211.00/hour
Project Professional I.....	\$188.00/hour
Staff Professional III.....	\$175.00/hour
Staff Professional II.....	\$160.00/hour
Staff Professional I.....	\$145.00/hour
Principal Technician.....	\$198.00/hour
Managing Technician.....	\$183.00/hour
Laboratory Manager.....	\$176.00/hour
Technician IV.....	\$153.00/hour
Technician III.....	\$139.00/hour
Technician II.....	\$123.00/hour
Technician I.....	\$110.00/hour
CADD/GIS/Database Manager II.....	\$144.00/hour
CADD/GIS/Database Manager I.....	\$134.00/hour
GIS Specialist.....	\$175.00/hour
CADD Designer.....	\$165.00/hour
Senior Technical Editor.....	\$158.00/hour
Technical Editor.....	\$140.00/hour
Project Assistant III.....	\$135.00/hour
Project Assistant II.....	\$120.00/hour
Project Assistant I.....	\$108.00/hour

Expenses

Travel

Airfare, car rental, cab, bus, parking.....	Actual cost
Lodging, meals, phone.....	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle.....	Prevailing IRS rates
Company vehicle	
Daily rate.....	\$110/day + actual gas cost
Half day rate.....	\$55/half day + actual gas cost
Mileage.....	Prevailing IRS rates
Subcontractors/temporary service personnel.....	Actual cost plus 10%
Computers, specialized software, and communications.....	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors).....	Actual cost plus 10%
Fabrication in our shop.....	Labor plus materials
Misc. field equipment and supplies.....	Actual cost plus 10%
Meters, gauges, and monitors.....	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.
5. Hourly rates and expenses will be adjusted annually.

**Attachment: 2024 Insurance Requirements for
Design Professionals, including Architects, Engineers, and Surveyors**

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Consultant 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.
4. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant 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 Consultant. 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 Design Professionals, including Architects, Engineers, and Surveyors

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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.

**AMENDMENT NO. EIGHT TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

WHEREAS, the County and the Contractor agreed to Amendment No. Five to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amend No. Five to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

WHEREAS, the County and the Contractor agreed to Amendment No. Six to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2023.

WHEREAS, the County and the Contractor agreed to Amend No. Six to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2022 through December 31, 2022).

WHEREAS, the County and the Contractor agreed to Amendment No. Seven to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2024.

WHEREAS, the County and the Contractor agreed to Amendment No. Seven to the term of April 25, 2017 to April 25, 2024 on Attachments A-E as applicable.

WHEREAS, the County and the Contractor agreed to Amend No. Seven to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2023 through December 31, 2023).

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 – TERM to April 25, 2017 to April 25, 2025.
- Amend the term to April 25, 2017 to April 25, 2025 on Attachments A-E as applicable.
- Amend Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2024 through December 31, 2024).
- Amend Attachment D – Insurance Requirements

AMENDMENT NO EIGHT TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND
SEALS THIS 9th DAY OF, April, 2024.

COUNTY

CONTRACTOR

By: [Signature]

By: T. Neil Blandford

Date: 04/09/2024

Date: March 12, 2024

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS

K. Oney

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT

Aaron Holmberg

County Risk Manager



California Schedule of Fees
(Effective January 1, 2024 through December 31, 2024)
Confidential

Professional Services

Principal Professional III	\$335.00/hour
Principal Professional II	\$317.00/hour
Principal Professional I	\$280.00/hour
Senior Professional III	\$265.00/hour
Senior Professional II	\$254.00/hour
Senior Professional I	\$234.00/hour
Project Professional III	\$216.00/hour
Project Professional II	\$199.00/hour
Project Professional I	\$184.00/hour
Staff Professional III	\$168.00/hour
Staff Professional II	\$155.00/hour
Staff Professional I	\$139.00/hour
Technician III	\$130.00/hour
Technician II	\$120.00/hour
Technician I	\$108.00/hour
CADD Designer	\$155.00/hour
CADD/GIS/Database Manager II	\$140.00/hour
CADD/GIS/Database Manager I	\$130.00/hour
Senior Technical Editor	\$152.00/hour
Technical Editor	\$130.00/hour
Biologist II	\$130.00/hour
Biologist I	\$115.00/hour
Project Assistant III	\$130.00/hour
Project Assistant II	\$120.00/hour
Project Assistant I	\$105.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking	Actual cost
Lodging, meals, phone	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle	Prevailing IRS rates
Company vehicle	
Daily rate	\$110/day + actual gas cost
Half day rate	\$55/half day + actual gas cost
Mileage	Prevailing IRS rates
Subcontractors/temporary service personnel	Actual cost plus 10%
Computers, specialized software, and communications	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors)	Actual cost plus 10%
Fabrication in our shop	Labor plus materials
Misc. field equipment and supplies	Actual cost plus 10%
Meters, gauges, and monitors	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.
5. Hourly rates and expenses will be adjusted annually.

**Attachment: 2024 Insurance Requirements for
Design Professionals, including Architects, Engineers, and Surveyors**

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

If the Consultant 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 Consultant. 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
Design Professionals, including Architects, Engineers, and Surveyors**

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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.

**AMENDMENT NO. SEVEN TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

WHEREAS, the County and the Contractor agreed to Amendment No. Five to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amend No. Five to the agreement to Attachment B – Schedule of Fees to reflect the attached "California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

WHEREAS, the County and the Contractor agreed to Amendment No. Six to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2023.

WHEREAS, the County and the Contractor agreed to Amend No. Six to the agreement to Attachment B – Schedule of Fees to reflect the attached "California Schedule of Fees (Effective January 1, 2022 through December 31, 2022).

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 – TERM to April 25, 2017 to April 25, 2024
- Amend the term to April 25, 2017 to April 25, 2024 on Attachments A-E as applicable.
- Amend Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2023 through December 31, 2023)

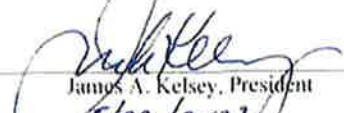
AMENDMENT NO. SEVEN TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND
SEALS THIS 27th DAY OF, June 2023.

COUNTY

By: 
Date: 06/27/2023

CONTRACTOR

By: 
Date: 5/22/2023
James A. Kelsey, President

APPROVED AS TO FORM AND LEGALITY:


County Counsel


APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NO. ~~SIX~~ TO THE AGREEMENT BETWEEN
THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

WHEREAS, the County and the Contractor agreed to Amend No. 5 to the agreement to Attachment B – Schedule of Fees to reflect the attached "California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 – TERM to April 25, 2017 to April 25, 2023
- Amend Attachment B – Schedule of Fees to reflect the attached "California Schedule of Fees (Effective January 1, 2022 through December 31, 2022).

AMENDMENT NO. SIX TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND
SEALS THIS 5th DAY OF, April 2022

COUNTY

CONTRACTOR

By: Don Tether By: T. Neil Young
Date: 04/05/2022 Date: 2/27/22

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



Daniel B. Stephens & Associates, Inc.

California Schedule of Fees
(Effective January 1, 2022 through December 31, 2022)
Confidential

Professional Services

Principal Professional II	\$317.00/hour
Principal Professional I	\$276.00/hour
Senior Professional II	\$254.00/hour
Senior Professional I	\$227.00/hour
Project Professional III	\$206.00/hour
Project Professional II	\$187.00/hour
Project Professional I	\$177.00/hour
Staff Professional III	\$154.00/hour
Staff Professional II	\$142.00/hour
Staff Professional I	\$132.00/hour
Managing Technician	\$160.00/hour
Principal Technician	\$142.00/hour
Technician IV	\$129.00/hour
Technician III	\$121.00/hour
Technician II	\$112.00/hour
Technician I	\$104.00/hour
GIS Specialist	\$134.00/hour
CADD Specialist	\$134.00/hour
CADD/GIS/Database II	\$132.00/hour
CADD/GIS/Database I	\$120.00/hour
Senior Technical Editor	\$140.00/hour
Technical Editor	\$115.00/hour
Project Assistant II	\$110.00/hour
Project Assistant I	\$99.00/hour
Biologist II	\$118.00/hour
Biologist I	\$110.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking	Actual cost
Lodging, meals, phone	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle	Prevailing IRS rates
Company vehicle	
Daily rate	\$102/day + actual gas cost
Half day rate	\$52/half day + actual gas cost
Mileage	Prevailing IRS rates
Subcontractors/temporary service personnel	Actual cost plus 10%
Computers and communications	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors)	Actual cost plus 10%
Fabrication in our shop	Labor plus materials
Misc. field equipment and supplies	Actual cost plus 10%
Meters, gauges, and monitors	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.
5. Hourly rates and expenses are subject to annual updates.

**AMENDMENT NO. FIVE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Attachment B – Schedule of Fees to reflect the attached "California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

**AMENDMENT NO. FIVE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 15th DAY OF June, 2021.

COUNTY

CONTRACTOR

By: [Signature]
Dated: 06/15/2021

By: [Signature]
Dated: 5/27/2021

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



Daniel B. Stephens & Associates, Inc.

California Schedule of Fees
(Effective January 1, 2020 through December 31, 2020)
Confidential

Professional Services

Principal Professional II	\$305.00/hour
Principal Professional I	\$260.00/hour
Senior Professional II	\$240.00/hour
Senior Professional I	\$215.00/hour
Project Professional III	\$195.00/hour
Project Professional II	\$180.00/hour
Project Professional I	\$165.00/hour
Staff Professional III	\$145.00/hour
Staff Professional II	\$135.00/hour
Staff Professional I	\$125.00/hour
Managing Technician	\$155.00/hour
Principal Technician	\$135.00/hour
Technician IV	\$125.00/hour
Technician III	\$115.00/hour
Technician II	\$105.00/hour
Technician I	\$100.00/hour
GIS Specialist	\$130.00/hour
CADD Specialist	\$130.00/hour
CADD/GIS/Database II	\$125.00/hour
CADD/GIS/Database I	\$115.00/hour
Senior Technical Editor	\$130.00/hour
Technical Editor	\$100.00/hour
Project Assistant II	\$98.00/hour
Project Assistant I	\$85.00/hour
Biologist II	\$108.00/hour
Biologist I	\$98.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking	Actual cost
Lodging, meals, phone	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle	Prevailing IRS rates
Company vehicle	
Daily rate	\$90/day + actual gas cost
Half day rate	\$45/half day + actual gas cost
Mileage	Prevailing IRS rates
Subcontractors/temporary service personnel	Actual cost plus 10%
Computers and communications	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors)	Actual cost plus 10%
Fabrication in our shop	Labor plus materials
Misc. field equipment and supplies	Actual cost plus 10%
Meters, gauges, and monitors	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.

**AMENDMENT NO. FOUR TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2021.

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2022
- Amend Section 3 – Consideration, D. Limit upon amount payable under Agreement to \$70,000

AMENDMENT NO. FOUR TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 21st DAY OF April, 2021

COUNTY

CONTRACTOR

By: [Signature]
Dated: 04/21/2021

By: [Signature]
James A. Kelsey, President
Dated: March 8, 2021

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NO. THREE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2020.

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 – TERM to April 25, 2017 to April 25, 2021

AMENDMENT NO. ~~THREE~~ TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

COUNTY

CONTRACTOR

By: _____

By: _____

James A. Kolroy, President

Dated: _____

Dated: March 17, 2020

APPROVED AS TO FORM AND LEGALITY:

Shane Chubb
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NO. TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2019.

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2020

**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 16th DAY OF April, 2019.

COUNTY

CONTRACTOR

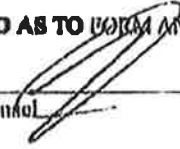
By: 

By: 

Dated: 4-16-19

Dated: 4/6/2019

APPROVED AS TO ~~FORM~~ AND LEGALITY:


County Council

APPROVED AS TO ACCC

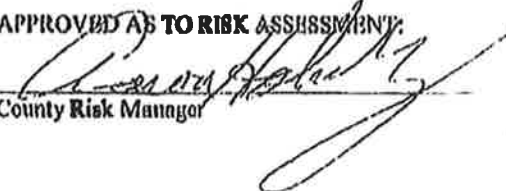
FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, County and Contractor do desire to 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.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2019

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 11th DAY OF April, 2018.

COUNTY

CONTRACTOR

By: [Signature]

By: [Signature]

Dated: 4-24-18

Date: 3/29/18

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrologic Analysis SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the hydrological analysis services of Daniel B. Stephens & Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Water Department Director.

Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from April 25, 2017 to April 25, 2018 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

A. From _____ through _____

B. From _____ through _____

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$40,000 (initial term) \$0 (option 1) and \$0 (option 2) for a total of \$40,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer

programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
Water Department, Attn.: Bob Harrington	Department
PO Box 337	Address
Independence, CA 93526	City and State

Consultant:	
Daniel B. Stephens & Associates, Inc.	Name
6020 Academy Road NE, Ste. 100	Address
Albuquerque, NM 87109	City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

///

////

**AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephenson & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
20th DAY OF May 2011

COUNTY OF INYO

CONSULTANT

By: Mark Silke
Dated: 5/2/11

By: [Signature]
Dated: 5/2/11
[Signature]
[Signature]
[Signature]

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES**

TERM:

FROM: April 25, 2017 **TO:** April 25, 2018

SCOPE OF WORK:

I. Background

Coso Operating Company (COC) has continued to extract water from the Rose Valley Basin in accordance with the provisions of Conditional Use Permit 2007-003. Pumping operations began in December, 2009 and were extended several times based on observed groundwater levels and groundwater model predictions. COC has requested an evaluation of whether pumping could be extended based on the existing standards of significant impact in the HMMP. The proposed two pumping scenarios are (1) an annual pumping season of four months from June through September, at a rate of 1000 gpm, and (2) a similar pumping season at a rate that is sustainable indefinitely.

II. Scope of Work

Task 1. Contractor shall update and recalibrate the Rose Valley groundwater flow model based on actual pumping rates, groundwater level observations, updated recharge estimates, and a reevaluation of groundwater discharge at Little Lake. Should any discrepancies be noted, contractor shall make recommendations for changes in model parameters and/or boundary conditions, as appropriate.

Task 2. The updated and recalibrated model shall be used to evaluate the two scenarios described above, subject to the limitation that groundwater discharge at Little Lake does not decline by more than 10% of its estimated 2009 value. Maximum drawdown and drawdown at the time when pumping ceases shall be estimated at monitoring wells.

Task 3. The updated and recalibrated model shall be used to produce a duration of pumping for scenario (1) and a pumping rate for scenario (2).

Task 4. Results of Tasks 1 through 3 shall be reported to the Water Department in the form of a letter report and updated model files.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 26, 2017

TO: April 25, 2018

SCHEDULE OF FEES:

See attached.



Daniel B. Stephens & Associates, Inc.

Standard Schedule of Fees
(Effective January 1, 2017 through December 31, 2017)
Confidential

Professional Services

Principal Professional II	\$250.00/hour
Principal Professional I	\$205.00/hour
Senior Professional II	\$185.00/hour
Senior Professional I	\$188.00/hour
Project Professional III	\$155.00/hour
Project Professional II	\$145.00/hour
Project Professional I	\$125.00/hour
Staff Professional III	\$115.00/hour
Staff Professional II	\$105.00/hour
Staff Professional I	\$98.00/hour
Managing Technician	\$140.00/hour
Principal Technician	\$120.00/hour
Technician IV	\$105.00/hour
Technician III	\$90.00/hour
Technician II	\$84.00/hour
Technician I	\$78.00/hour
GIS Specialist	\$120.00/hour
CADD Specialist	\$120.00/hour
CADD/GIS/Data Base II	\$110.00/hour
CADD/GIS/Data Base I	\$95.00/hour
Senior Technical Editor	\$120.00/hour
Technical Editor	\$95.00/hour
Project Assistant II	\$85.00/hour
Project Assistant I	\$75.00/hour
Biologist II	\$95.00/hour
Biologist I	\$79.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking	Actual cost
Lodging, meals, phone	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle	Prevailing IRS rates
Company vehicle	
Daily rate	\$90/day + actual gas cost
Half day rate	\$45/half day + actual gas cost
Mileage	Prevailing IRS rates
Subcontractors/temporary service personnel	Actual cost plus 10%
Computers and communications	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors)	Actual cost plus 10%
Fabrication in our shop	Labor plus materials
Misc. field equipment and supplies	Actual cost plus 10%
Meters, gauges, and monitors	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017 **TO:** April 25, 2018

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Refer to Attachment B.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional Insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

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

1. The **Retroactive Date** must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. ~~The Entity reserves the right to require complete,~~

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read:

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

FEDERAL FUNDS ADDENDUM

6. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications.
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.
9. **Disclosure of Lobbying Activities.** Exhibit 10-Q "Disclosure of Lobbying Activities".
10. **Consultant Management Position Conflict of Interest Confidentiality Statement.** Exhibit 10-U "Consultant In Management Position Conflict of Interest Statement."











Amendment #9 DB Stevens 4.15.2025

Final Audit Report

2025-03-06

Created:	2025-02-28
By:	Cathreen Richards (crichards@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAglrDwl8lg1YeeaHcQUJp-5bjOxoTLz7m

"Amendment #9 DB Stevens 4.15.2025" History

-  Document created by Cathreen Richards (crichards@inyocounty.us)
2025-02-28 - 5:13:19 PM GMT
-  Document emailed to Keri Oney (koney@inyocounty.us) for signature
2025-02-28 - 5:14:37 PM GMT
-  Email viewed by Keri Oney (koney@inyocounty.us)
2025-02-28 - 5:27:09 PM GMT
-  Document e-signed by Keri Oney (koney@inyocounty.us)
Signature Date: 2025-02-28 - 5:28:06 PM GMT - Time Source: server
-  Document emailed to Aaron Holmberg (aholmberg@inyocounty.us) for signature
2025-02-28 - 5:28:08 PM GMT
-  Email viewed by Aaron Holmberg (aholmberg@inyocounty.us)
2025-02-28 - 5:50:48 PM GMT
-  Document e-signed by Aaron Holmberg (aholmberg@inyocounty.us)
Signature Date: 2025-02-28 - 5:55:59 PM GMT - Time Source: server
-  Document emailed to Amy Shepherd (ashepherd@inyocounty.us) for signature
2025-02-28 - 5:56:02 PM GMT
-  Document e-signed by Amy Shepherd (ashepherd@inyocounty.us)
Signature Date: 2025-03-06 - 1:24:49 AM GMT - Time Source: server
-  Agreement completed.
2025-03-06 - 1:24:49 AM GMT



COUNTY OF INYO
CALIFORNIA

Powered by
Adobe
Acrobat Sign



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 15, 2025

Reference ID:
2025-182

Amendment No. 9 to the Contract between the County of Inyo and Hydrodynamics Group, LLC for the Provision of Consulting Services

Planning Department - Yucca Mountain Oversight

ACTION REQUIRED

ITEM SUBMITTED BY

Sally Faircloth

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Approve Amendment No. 9 to the sole-source contract between the County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 2 – Term of the agreement to be July 1, 2016 through June 30, 2026, and amend the term to be July 1, 2016 through June 30, 2026 on Attachments A-E as applicable, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings. The Hydrodynamics Group LLC has provided consistent and high-quality consulting services for the evaluation and monitoring of groundwater regarding the proposed Yucca Mountain repository during this time.

The County had the Hydrodynamics Group LLC under contract from 1997-2013 for professional services regarding groundwater and the proposed Yucca Mountain repository, but let it lapse when the licensing proceedings were halted by the Nuclear Regulatory Commission (NRC). On June 24, 2014 the County entered into a new sole-source Contract with Hydrodynamics to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Supplemental Environmental Impact Statement (SEIS) with regard to technical reports, data and information on groundwater impacts of the proposed Yucca Mountain repository and any updates to the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada. Once this work was completed, this contract also lapsed due to inactivity. The County entered into a new sole-source Contract with Hydrodynamics on July 1, 2016 for further review of the SEIS. The contract was amended on June 27, 2017 extending the time of the contract to end on June 30, 2018; on June 5, 2018 to extend it to June 30, 2019; on June 11, 2019 to extend to June 30, 2020; on June 15, 2021 to extend to June 30, 2022; on June 15, 2022 to extend to June 30, 2023; on June 6, 2023 to extend to June 30, 2024 and on April 9, 2024 to extend to June 30, 2025.

The contract with Hydrodynamics is now proposed to be amended to extend the time of the contract to end on June 30, 2026. The approval of this Contract is exempt from CEQA under the common sense rule (CEQA Guidelines 15061(B)(3)).

Although presently there is not a lot of active interest in storing high-level radioactive waste at Yucca Mountain, there is always the possibility of the licensing proceedings restarting. It would be in the County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again. Funding for Yucca Mountain oversight by the County is funded through money the County receives from the Department of Energy.

FISCAL IMPACT:

Funding Source	Federal funding	Budget Unit	620605
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

The County entered into a new sole-source contract with Hydrodynamics on July 1, 2016 for further review with SEIS. The contract was amended on June 27, 2017, extending until 2025 and now proposed to be amended to extend the time of the contract to end on June 30, 2026.

Current Fiscal Year Impact

--

Future Fiscal Year Impacts

--

Additional Information

--

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the amendment. This is not recommended as Hydrodynamics' history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Sally Faircloth	Created/Initiated - 3/24/2025
Darcy Israel	Approved - 3/25/2025
Christian Milovich	Approved - 4/1/2025
John Vallejo	Approved - 4/1/2025
Keri Oney	Approved - 4/1/2025
Amy Shepherd	Approved - 4/9/2025
Nate Greenberg	Final Approval - 4/9/2025

ATTACHMENTS:

1. Hydrodynamics Contract Amendment 9
2. Insurance Requirements
3. Hydrodynamics Contract & Amendments 1-8

**AMENDMENT NO. NINE TO THE AGREEMENT BETWEEN THE
COUNTY OF INYO AND THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

WHEREAS, on June 11, 2019 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2020.

WHEREAS, on May 5, 2020 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2021.

WHEREAS, on June 15, 2021 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2022.

WHEREAS, on June 15, 2021 the County and Contractor consented to amend the Agreement at Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$30,000.

WHEREAS, on June 07, 2022 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2023.

WHEREAS, on June 7, 2022, the County and Contractor consented to amend the term to be July 1, 2016 to June 30, 2023 on Attachments A-E as applicable.

WHEREAS, on June 06, 2023, the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2024.

WHEREAS, on June 6, 2023, the County and Contractor consented to amend the term to be July 1, 2016 to June 30, 2024 on Attachments A-E as applicable.

WHEREAS, on April 9, 2024, the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2025.

WHEREAS, on April 9, 2024, the County and Contractor consented to amend the term to be July 1, 2016 to June 30, 2025 on Attachments A-E as applicable.

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

1. Amend Section 2 - TERM to July 1, 2016 to June 30, 2026.
2. Amend the term to July 1, 2016 – June 30, 2026 on Attachments A-E as applicable.

**AMENDMENT NO. NINE TO THE AGREEMENT BETWEEN THE
COUNTY OF INYO AND THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

COUNTY

CONTRACTOR

By: _____

By: *Michael J. King*
Michael J. King (Mar 21, 2025 09:22 PDT)

Dated: _____

Dated: Mar 21, 2025

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg
Aaron Holmberg (Mar 24, 2025 09:13 PDT)

County Risk Manager

Attachment D: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Consultant 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.
4. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant 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 Consultant. 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 Design Professionals, including Architects, Engineers, and Surveyors

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 9th day of April 2024 an order was duly made and entered as follows:

*Planning
Department- Yucca
Mountain Oversight –
Hydrodynamics
Group, LLC Contract
Amendment No. 8*

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve Amendment No. 8 to the contract between the County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 2 – Term of the agreement to be July 1, 2016 - June 30, 2025, and amend the term to be July 1, 2016 through June 30, 2025 on Attachments A-E as applicable, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO Other: Planning DATE: April 16, 2024

WITNESS my hand and the seal of said Board this 9th
Day of April, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "N. Greenberg", is written over a horizontal line.

By: _____



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 9, 2024

Reference ID:
2024-220

Hydrodynamics Group, LLC Contract Amendment No. 8

Planning Department - Yucca Mountain Oversight

ACTION REQUIRED

ITEM SUBMITTED BY

Sally Faircloth

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Approve Amendment No. 8 to the contract between the County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 2 – Term of the agreement to be July 1, 2016 - June 30, 2025, and amend the term to be July 1, 2016 through June 30, 2025 on Attachments A-E as applicable, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings. The Hydrodynamics Group LLC has provided consistent and high-quality consulting services for the evaluation and monitoring of groundwater regarding the proposed Yucca Mountain repository during this time.

The County had the Hydrodynamics Group LLC under contract from 1997-2013 for professional services regarding groundwater and the proposed Yucca Mountain repository, but let it lapse when the licensing proceedings were halted by the NRC. On June 24, 2014 the County entered into a new sole-source Contract with Hydrodynamics to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Supplemental Environmental Impact Statement (SEIS) with regard to technical reports, data and information on groundwater impacts of the proposed Yucca Mountain repository and any updates to the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada. Once this work was completed, this contract also lapsed due to inactivity. The County entered into a new sole-source Contract with Hydrodynamics on July 1, 2016 for further review of the SEIS. The contract was amended on June 27, 2017 extending the time of the contract to end on June 30, 2018; on June 5, 2018 to extend it to June 30, 2019; on June 11, 2019 to extend to June 30, 2020; on June 15, 2021 to extend to June 30, 2022; on June 15, 2022 to extend to June 30, 2023; and on June 6, 2023 to extend to June 30, 2024. The contract with Hydrodynamics is now proposed to be amended to extend the time of the contract to end on June 30, 2025.

Although presently there is not a lot of active interest in storing high-level radioactive waste at Yucca Mountain, there is always the possibility of the licensing proceedings to restart. It would be in the

County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again. Funding for Yucca Mountain oversight by the County is funded through money the County received from the Department of Energy.

FISCAL IMPACT:

Funding Source	General Funded: US Department of Energy	Budget Unit	620605
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the amendment. This is not recommended as Hydrodynamics' history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Hydrodynamics_Amend 8 _BOS 04.09.24
2. HydrodynamicsAmendment7

APPROVALS:

Sally Faircloth	Created/Initiated - 3/21/2024
Darcy Ellis	Approved - 3/21/2024
Sally Faircloth	Approved - 3/22/2024
Cathreen Richards	Approved - 3/22/2024
Keri Oney	New -
John Vallejo	
Amy Shepherd	
Nate Greenberg	
Sally Faircloth	

**AMENDMENT NO. EIGHT TO THE AGREEMENT BETWEEN THE
COUNTY OF INYO AND THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

WHEREAS, on June 11, 2019 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2020.

WHEREAS, on May 5, 2020 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2021.

WHEREAS, on June 15, 2021 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2022.

WHEREAS, on June 15, 2021 the County and Contractor consented to amend the Agreement at Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$30,000.

WHEREAS, on June 07, 2022 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2023.

WHEREAS, on June 7, 2022 the County and Contractor consented to amend the term to be July 1, 2016 to June 30, 2023 on Attachments A-E as applicable.

WHEREAS, on June 06, 2023 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2024.

WHEREAS, on June 6, 2023 the County and Contractor consented to amend the term to be July 1, 2016 to June 30, 2024 on Attachments A-E as applicable.

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

1. Amend Section 2 - TERM to July 1, 2016 to June 30, 2025.
2. Amend the term to July 1, 2016 – June 30, 2025 on Attachments A-E as applicable.

**AMENDMENT NO. EIGHT TO THE AGREEMENT BETWEEN THE
COUNTY OF INYO AND THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 9th DAY OF April, 2024.

COUNTY

CONTRACTOR


By: 

By: 


Dated: 04/09/2024

Dated: 3/8/2024

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NO. SEVEN TO THE AGREEMENT BETWEEN
THE COUNTY OF INYO AND THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

WHEREAS, on June 11, 2019 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2020.

WHEREAS, on May 5, 2020 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2021.

WHEREAS, on June 15, 2021 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2022.

WHEREAS, on June 15, 2021 the County and Contractor consented to amend the Agreement at Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$30,000.

WHEREAS, on June 7, 2022 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2023.

WHEREAS, on June 7, 2022 the County and Contractor consented to amend the term to be July 1, 2016 to June 30, 2023 on Attachments A-E as applicable.

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

1. Amend Section 2 - TERM to July 1, 2016 to June 30, 2024.
2. Amend the term to July 1, 2016 – June 30, 2024 on Attachments A-E as applicable.

**AMENDMENT NO. SEVEN TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 6th DAY OF June, 2023.

COUNTY

By: 
Dated: 06/06/2023

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich
County Counsel

CONTRACTOR

Michael J. King
By: Michael J. King, Principal
Dated: April 7, 2023

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Sue DC
County Risk Manager

Attachment D: 2023 Insurance Requirements for Professional Services - Hydro

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$3,000,000** per occurrence, \$3,000,000 aggregate.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
2. **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 consultant provides written declaration of the following: (a) consultant has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) consultant agrees to verify proof of coverage for any subcontractors, and (c) consultant agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)
3. **Professional Liability:** Insurance appropriate to the Contractor's profession, with limit no less than **\$3,000,000** per occurrence or claim, **\$3,000,000** aggregate.
4. **Contractors Pollution Legal Liability:** with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 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

Attachment C: 2023 Insurance Requirements for Professional Services - Hydro

County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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

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

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

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Attachment C: 2023 Insurance Requirements for Professional Services - Hydro

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

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

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

-end-

**AMENDMENT NO. SIX TO THE AGREEMENT BETWEEN
THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

WHEREAS, on June 11, 2019 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2020.

WHEREAS, on May 5, 2020 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2020 to June 30, 2021.

WHEREAS, on June 15, 2021 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2020 to June 30, 2022.

WHEREAS, on June 15, 2021 the County and Contractor consented to amend the Agreement at Section 3 - CONSIDERATION at Subsection D – Limit upon payable under Agreement. Shall not exceed \$30,000

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

1. Amend Section 2 - TERM to July 1, 2016 to June 30, 2023.
2. Amend the term to July 1, 2021 – June 30, 2023 on Attachments A-E as applicable.

AMENDMENT NO. SIX TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 14th DAY OF June, 2022.

COUNTY

CONTRACTOR

By: Dan Tatham

By: Michael J. King

Dated: 06/14/2022

Dated: June 14, 2022

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Onyiah

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]

County Risk Manager

**AMENDMENT NO. FIVE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

WHEREAS, on June 11, 2019 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2020.

WHEREAS, on May 5, 2020 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2020 to June 30, 2021.

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to July 1, 2016 to June 30, 2022
- Amend Section 3 - CONSIDERATION at Subsection D - Limit upon payable under Agreement. Shall not exceed \$30,000

AMENDMENT NO. FIVE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 15th DAY OF June, 2021.

COUNTY

CONTRACTOR

By: 

By: 

Dated: 06/15/2021

Dated: April 19, 2021

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NO. FOUR TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

WHEREAS, on June 11, 2019 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2020.

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to July 1, 2016 to June 30, 2021

AMENDMENT NO. FOUR TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 8th DAY OF May, 2020.

COUNTY

By: [Signature]

Dated: 05/08/20

CONTRACTOR

By: Michael J. King

Dated: April 4, 2020

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NO. THREE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

WHEREAS, on June 5, 2018 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2019.

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to July 1, 2016 to June 30, 2020

AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 11th DAY OF June, 2019.

COUNTY

CONTRACTOR

By: 

By: Michael J. King


Dated: 6-11-19

Dated: April 30, 2019

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NO. TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

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

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to July 1, 2016 to June 30, 2019

AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 5th DAY OF June, 2018.

COUNTY

CONTRACTOR

By: Dan Tesoro

By: Michael J. King

Dated: 6-5-18

Dated: April 19, 2018

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

WHEREAS, County and Contractor do desire to 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.

WHEREAS, County and Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

Amend Section 2 - TERM to July 1, 2016 to June 30, 2018

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
THE HYDRODYNAMICS GROUP
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 27th DAY OF June, 2017.

COUNTY

CONTRACTOR

By: Mark Tiller

By: May 30, 2017

Dated: 6/27/17

Dated: Michael J. King

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 14th day of June 2016 an order was duly made and entered as follows:

*PLANNING
YUCCA MOUNTAIN
HYDRODYNAMIC
GROUP LLC CONTRACT*

Moved by Supervisor Tillemans and seconded by Supervisor Totheroh to: A) declare Hydrodynamic Group LLC. a sole source provider of hydrological consulting services; and B) approve a contract between the County of Inyo and Hydrodynamic Group, LLC to (i) provide technical expertise in the review of the Nuclear Regulatory Commission's (NRC) level and quality of responses to the County's comments on the Draft Supplemental Environmental Impact Statement (SEIS); (ii) assist the County in supporting its existing contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC; (iii) evaluate any new hydrologic models or information introduced by the NRC in the Final SEIS; in an amount not to exceed \$20,000, for the period of July 1, 2016 through June 30, 2017; and C) authorize the Chairperson to sign contingent upon Board's adoption of the Fiscal Year 2016-2017 Budget. Motion carried unanimously.

Routing

CC
Purchasing
Personnel
Auditor
CAO
Other: Planning
DATE: July 8, 2016

WITNESS my hand and the seal of said Board this 14th

Day of June, 2016



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

- | | | | |
|---|---------------------------------------|--|---|
| <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Schedule Time | | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational |

FROM: The Inyo County Planning Department, Yucca Mountain Repository Office

FOR THE BOARD MEETING OF: June 14, 2016

SUBJECT: Approval of: 1) Sole Source Request for Independent Contractor; 2) Contract between Inyo County and the Hydrodynamic Group LLC to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Final Supplemental Environmental Impact Statement (SEIS) and to update or craft County contentions related to the project.

DEPARTMENTAL RECOMMENDATION:

Approve the request to:

- A. Sole source Hydrodynamic Group, LLC as an independent contractor;
- B. Approve Standard Contract No. 156 between the County of Inyo and Hydrodynamic Group, LLC to provide:
 - i. technical expertise in the review of the Nuclear Regulatory Commission's (NRC) level and quality of responses to the County's comments on the Draft SEIS;
 - ii. assistance to the County in supporting its exiting contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC;
 - iii. evaluations any new hydrologic models or information introduced by the NRC in the Final SEIS, (completion of this work will not exceed \$20,000 for the period of July 1, 2016 to June 30, 2017); and
- C. Authorize the Chairperson to sign, contingent on the adoption of future budgets.

SUMMARY DISCUSSION:

On August 13, 2013, the U.S. Court of Appeals for the District of Columbia Circuit issued a decision granting a writ of mandamus directing the NRC to resume the previously discontinued licensing process for the DOE Yucca Mountain high-level radioactive waste repository construction authorization application. On November 18, 2013 a NRC order directed the staff, using the remaining available appropriated funds, to complete and issue the Safety Evaluation Report (SER) evaluating the adequacy of DOE's construction authorization application. The November 18th order also requested the DOE complete a SEIS on its application to address concerns about the groundwater impacts of the proposed repository.

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and the Hydrodynamics Group LLC has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater regarding the proposed Yucca Mountain repository during this time. The County has had the Hydrodynamics Group LLC under contract from 1997-2013 and from 2014-2016 for professional services regarding groundwater and the proposed Yucca Mountain repository. Hydrodynamics also provided review, evaluation and comments on the Draft SEIS submitted to the NRC from the County in November 2015. As an AULG the County has funding from DOE for professional services.

SOLE SOURCE REQUEST FOR INDEPENDENT CONTRACTOR

The Inyo County Planning Department is requesting to sole source Hydrodynamics Group LLC as an independent contractor to provide technical expertise in the review of the NRC's level and quality of responses to the County's comments on the Draft SEIS and be prepared to assist the County in supporting its exiting

contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC. The Hydrodynamics Group LLC was chosen by the County for professional services by a competitive bid process and remained under contract with the County from 1997-2013 and again in 2014-2016. This work included the oversight of drilling multiple wells and analyzing the relationship between various locations and groundwater flow. The Hydrodynamics Group LLC's research provided the County with the evidence to support a groundwater contention on the proposed Yucca Mountain repository and provided reviews of the DOE's first SEIS and the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada. Hydrodynamics also provided review, evaluation and comments on the Draft SEIS submitted to the NRC from the County in November 2015.

Due to the Hydrodynamics Group LLC previous experience with groundwater issues and the proposed Yucca Mountain repository, it retains a specialized knowledge that cannot be duplicated, and since the SEIS was developed as part of the restart of the licensing process for the Yucca Mountain repository the Hydrodynamics Group LLC firsthand knowledge of it is irreplaceable.

CONTRACT BETWEEN THE COUNTY OF INYO AND HYDRODYNAMICS GROUP LLC

Based on the Hydrodynamics Group LLC previous experience with groundwater issues and the proposed Yucca Mountain repository and the evaluation and comments they provided on the Draft SEIS, the Planning Department is requesting to enter into a contract with the Hydrodynamics Group LLC to provide technical expertise with regard to the NRC's level and quality of responses to the County's comments on the Draft SEIS. The scope of work is attached to the contract as Attachment A. The total contract is not to exceed \$20,000 for the period of July 1, 2016 to June 30, 2017.

ALTERNATIVES:

- Do not approve the Request to Sole Source for Independent Contractor and direct staff to prepare a RFP soliciting consulting services. This option could delay the County having an expert under contract to provide analysis and comments in a sufficient timeframe.
- Direct staff to modify the contract. This option could delay the County having an expert under contract to provide analysis and comments in a sufficient timeframe.

OTHER AGENCY INVOLVEMENT:

The Department of Energy, Nuclear Regulatory Commission.

FINANCING:

Federal funds are provided for Yucca Mountain Repository Assessment Office administration. Fund balance is available for next year's operations.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>5/23/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/25/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>✓</u> Date <u>5/27/16</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 6/8/16

Attachments:

- Standard Contract No. 156 between the County of Inyo and the Hydrodynamics Group LLC

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of The Hydrodynamics Group, LLC (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result,

product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities,

expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:

Inyo County Planning Department

PO Drawer L

Independence, CA 93526

Department

Address

City and State

Consultant:

The Hydrodynamics Group, LLC

16711 76th Avenue West

Edmonds, WA 98626

Name

Address

City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

///

////

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

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

COUNTY OF INYO

By: 
Dated: 6-14-16

CONSULTANT

By: Michael J. King
Signature
Michael J. King
Print or Type Name
Dated: May 11, 2016


APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016

TO: June 30, 2017

SCOPE OF WORK:

1. Contractor shall assist the County in the review and evaluation of the Final Supplemental Environmental Impact Statement (SEIS) that was prepared by the U.S. Nuclear Regulatory Commission (NRC) addressing the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources, for the level and quality of the NRC responses to the County's comments on the Draft SEIS. This work shall include, but not be limited to, a review to ensure that the NRC responded to each of the County's comments on the DRAFT SEIS; an evaluation of the responses to ensure the County's concerns have been addressed appropriately; provide a written summary of these findings; and be prepared to assist the County in supporting its exiting contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC. This work may also include evaluating any new models or information introduced by the NRC in the Final SEIS.
2. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the Inyo County County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016

TO: June 30, 2017

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services as described in Attachment A which are performed by the Contractor at County's request, at a rate not to exceed \$20,000.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for incidental expenses shall not be paid in excess of the amount of Compensation (\$20,000).

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

TERM:

FROM: July 1, 2016

TO: June 30, 2017

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Contractor will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$20,000 total cost of the contracted work and travel only for tasks included in the Scope of Work will be reimbursed.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES**

TERM:

FROM: July 1, 2016

TO: June 30, 2017

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

1. Section 11, Part B, *Inspections and Audits*, of the contract is amended to read;

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

6. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.

Policy Number: VRS0002289
Effective Date: 11/25/2015
Expiration Date: 11/25/2016

VIRTUE RISK PARTNERS
VIRTUE PACK
COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under VIRTUE PACK SERVICE BUSINESS PACKAGE POLICY.

Notwithstanding anything contained to the contrary in this VIRTUE PACK Service Business Package Policy, it is hereby agreed that all coverages bound and scheduled in the VIRTUE PACK Service Business Package Policy Declarations or the Contractors Pollution Liability Supplemental Declarations are subject to the following terms and conditions. In the event of a conflict between the provisions of these Common Policy Conditions and any Coverage Part, the provisions of these Common Policy Conditions shall control.

A. LIMITS OF LIABILITY AND DEDUCTIBLE – ALL COVERAGE PARTS

1. With the exception of any defense costs paid under the Commercial General Liability Coverage Part, the General Aggregate Limit Applicable to All Coverage Parts Combined, shown in the Declarations under Item III: Limits of Liability, is the most we will pay for the sum of CLAIMS, CLAIMS EXPENSES, occurrences or damages under all Coverage Parts, Optional Coverages, Supplemental Coverages, and Supplementary Payments under this VIRTUE PACK Service Business Package Policy.
2. If any CLAIM under any Coverage Part of this VIRTUE PACK Service Business Package Policy applies to multiple Coverage Parts, then the General Aggregate Limit Applicable to All Coverage Parts Combined, shown in the Declarations shall be limited to the highest applicable Limit of Liability payable under any one of the applicable Coverage Parts, with the exception of any applicable Excess Liability Coverage.

B. ADDITIONAL INSURED

1. It is understood and agreed that Section II. WHO IS AN INSURED of the Commercial General Liability Coverage Part and Section IV. DEFINITIONS, Paragraph I. INSURED of the Contractors Pollution Legal Liability and Professional Liability Coverage Parts, as applicable, are amended to include ADDITIONAL INSUREDS, but only with respect to liability for "bodily injury," "property damage," "personal and advertising injury" or LOSS caused, in whole or in part, by:
 - a) "your work", YOUR SERVICES, or PROFESSIONAL SERVICES performed for that ADDITIONAL INSURED and included in the "products-completed operations hazard";
 - b) Your acts or omissions in the performance of your ongoing operations for that ADDITIONAL INSURED; or
 - c) The acts or omissions of those acting on your behalf in the performance of your ongoing operations for that ADDITIONAL INSURED.

However:

1. The insurance afforded to such ADDITIONAL INSURED only applies to the extent permitted by law; and
 2. If coverage provided to the ADDITIONAL INSURED is required by a contract or agreement, the insurance afforded to such ADDITIONAL INSURED will not be broader than that which you are required by the contract or agreement to provide for such ADDITIONAL INSURED.
2. With respect to the insurance afforded to any ADDITIONAL INSURED, the following is added to Section III. LIMITS OF INSURANCE of the Commercial General Liability Coverage Part and Section V. LIMITS OF LIABILITY AND DEDUCTIBLE of the Contractors Pollution Legal Liability and Professional Liability Coverage Parts:

If coverage provided to the ADDITIONAL INSURED is required by a contract or agreement, the most we will pay on behalf of the ADDITIONAL INSURED is the amount of insurance:

 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance, whichever is less.

It is understood and agreed that for the purposes of this Endorsement the following definition shall apply.

A. ADDITIONAL INSURED means:

1. Any person or entity specifically endorsed onto this Policy as an ADDITIONAL INSURED. If any, such ADDITIONAL INSURED shall maintain only those rights pursuant to this Policy as are specified by endorsement; or
2. Any person or organization the NAMED INSURED is required to name as an additional insured in a written contract or agreement, but only with respect to "your work," YOUR SERVICES or PROFESSIONAL SERVICES performed by or on behalf of the NAMED INSURED for that person or organization. However, such persons or organizations are covered only with respect to "bodily injury," "property damage," "personal and advertising injury," or LOSS arising out of "your work," YOUR SERVICES or PROFESSIONAL SERVICES and are not covered for any "bodily injury," "property damage," "personal and advertising injury," or LOSS arising out of the person's or organization's own liability.

C. EXCLUSIONS

There is no coverage whatsoever under this Policy for any of the following. We will also have no duty to defend the insured against any suit seeking damages to which this insurance does not apply.

1. Cross Suits

Any liability or obligation from any CLAIM initiated, alleged or caused to be brought about by a NAMED INSURED or INSURED against any other NAMED INSURED or INSURED. This exclusion shall not apply to CLAIMS brought by any person(s) or organization(s) whom you agree, in a written contract, to name as an ADDITIONAL INSURED.

2. Prior Knowledge, Expected or Intended Injury

BODILY INJURY, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE or POLLUTION CONDITIONS expected or intended, should have been known by, or could have reasonably been expected by any RESPONSIBLE INSURED, to give rise to a CLAIM. This exclusion shall not apply to BODILY INJURY resulting from the use of reasonable force to protect persons or property.

3. Intentional Acts

BODILY INJURY, PROPERTY DAMAGE or ENVIRONMENTAL DAMAGE based upon or arising from any acts of an INSURED which are based upon or otherwise attributed to the INSURED'S intentional, willful, dishonest, fraudulent, malicious, deliberate or knowingly wrongful act, including but not limited to such behavior or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body prior to or after inception of this Policy, including but not limited to an intentional discharge, seepage, disposal, dispersal, migration, release of any substance that could cause a POLLUTION CONDITION, committed by or at the direction of a RESPONSIBLE INSURED.

This exclusion does not apply to a RESPONSIBLE INSURED that did not commit, participate in, or have knowledge of such an act.

4. Workers' Compensation

Any liability or obligation of any INSURED under any workers compensation, disability benefits, unemployment compensation, employee benefits, pension sharing, ERISA law or any similar federal, state or local law and any amendments thereto.

5. Employment Practices Liability

INJURY OR DAMAGE to:

a. A person arising out of any:

- (1) Refusal to employ that person;
- (2) Termination of that person's employment; or
- (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- b. The spouse, child, parent, brother or sister of that person as a consequence of INJURY OR DAMAGE to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies whether the injury-causing event described in paragraphs (1), (2) or (3) above occurs before employment, during employment or after employment of that person.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

6. Employer's Liability

BODILY INJURY to:

1. An EMPLOYEE of the INSURED, its parent, subsidiary or affiliate, arising out of and in the course of employment by the INSURED or while performing duties related to the conduct of the INSURED'S business; and
2. The spouse, child, parent, brother or sister of that EMPLOYEE as a consequence of Paragraph 5 a. above.

This exclusion applies whether the INSURED may be liable as an employer or in any other capacity and to any obligation of any INSURED to share damages with or repay someone who must pay damages because of such BODILY INJURY. This exclusion does not apply to liability assumed by the INSURED under an INSURED CONTRACT.

7. Related Claims

Any coverage provided under this Policy shall not apply to a CLAIM previously reported to the Company or any CLAIM or CLAIMS EXPENSES involving substantially the same general conditions or allegations that gave rise to any demand as referenced in the application, including any addendum or addenda attached thereto.

8. Injunctive Relief, Fines and Penalties

Any CLAIM seeking injunctive relief or payment for fines or penalties.

9. Project Coverage

Any liability or obligation from any project for which any INSURED is an insured on a separate project-specific policy issued by any insurance company.

10. Any CLAIM arising from: false arrest, detention or imprisonment, malicious prosecution; the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor; oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or oral or written publication, in any manner, of material that violates a person's right of privacy; the use of another's advertising idea in any advertisement; or infringing upon another's copyright, trade dress or slogan in your advertisement.

11. Unsolicited Communications

Any liability or obligation, including obligations to pay damages or defend any claim or suit by reason of the assumption of liability in an INSURED CONTRACT, from unsolicited communications or allegations of unsolicited communications made by or on behalf of any INSURED.

Unsolicited communications means any form of communication, distribution, or the transmittal or publication of information or material, including, but not limited to facsimile, electronic mail, postal mail, express mail, telephone, internet or web-based advertisement, instant message, SMS message or text message that the recipient has not specifically requested. Unsolicited communications includes, but is not limited to actual or alleged violations of:

- a. The Telephone Consumer Protection Act (47 U.S.C 227), including any amendment of, or addition to, such statute;
- b. The Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C 7701), including any amendment of, or addition to, such statute; or
- c. Any other statute, ordinance or regulation relating to the communication, distribution or transmittal of unwanted content, information or material.

12. Access or Disclosure of Confidential or Personal Information

Any liability or obligation arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

13. Fire Suppression Negligence Exclusion

Any liability or obligation arising out of the NAMED INSURED'S failure to provide safeguards, monitoring or emergency fire suppression equipment, during and up to one hour after performing any operations involving any activity or operation that generates sparks, flames or heat capable of causing combustion.

14. War

Any liability or obligation of any INSURED caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personal or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

15. Radioactive Waste

Any liability or obligation for radioactive, toxic or explosive properties of NUCLEAR MATERIAL. This exclusion shall not apply to the INSURED'S work as it relates to remediation and/or decommissioning of non-reactive sites which may contain or have become contaminated with Low-Level Radioactive Waste as defined in the Low-Level Radioactive Waste Policy Act and which is under the regulatory authority of the Atomic Energy Act of 1954, as amended.

16. NUCLEAR EXCLUSION

I. Any obligation:

A. Under any Liability Coverage, to injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE:

1. With respect to which an INSURED under the Policy is also an INSURED under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of insurance; or
2. Resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and with respect to which: (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the INSURED is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, first aid, to expenses incurred with respect to BODILY INJURY, sickness, disease or death resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and arising out of the operation of a NUCLEAR FACILITY by any person or organization.

C. Under any Liability Coverage, to injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE resulting from HAZARDOUS PROPERTIES of NUCLEAR MATERIAL, if:

1. The NUCLEAR MATERIAL is at, or has been discharged or dispersed from any NUCLEAR FACILITY owned by, or operated by or on behalf of, an INSURED; or
2. The NUCLEAR MATERIAL is contained in SPENT FUEL or WASTE and was at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an INSURED; or

3. The injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE arises out of the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such NUCLEAR FACILITY, PROPERTY DAMAGE to such NUCLEAR FACILITY and any property thereat.

As used in this Endorsement:

- A. HAZARDOUS PROPERTIES mean radioactive, toxic or explosive properties.
- B. NUCLEAR FACILITY means:
 1. Any NUCLEAR REACTOR;
 2. Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing SPENT FUEL, or (c) handling, processing or packaging WASTE;
 3. Any equipment or device used for the processing fabricating or alloying of SPECIAL NUCLEAR MATERIAL, if at any time the total amount of such material in the custody of the INSURED at premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any of the combination thereof, or more than 250 grams of uranium 235; or
 4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of WASTE including the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- C. NUCLEAR MATERIAL means SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL, or BY-PRODUCT MATERIAL.
- D. NUCLEAR REACTOR means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- E. SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL, and BY-PRODUCT MATERIAL have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- F. SPENT FUEL means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a NUCLEAR REACTOR.
- G. WASTE means any waste material: (a) containing BY-PRODUCT MATERIAL other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its SOURCE MATERIAL content, and (b) resulting from the operation by any person/organization of any NUCLEAR FACILITY included in the first two paragraphs of NUCLEAR FACILITY.

With respect to injury to or destruction of property, the word injury or the word destruction includes all forms of radioactive contamination of property. PROPERTY DAMAGE also includes all forms of radioactive contamination of property.

D. GENERAL CONDITIONS

1. Actions Against Company: No action shall lie against the Company unless, as a condition precedent thereto, each INSURED has fully complied with all of the provisions of this Policy, or until the amount of the INSURED'S obligation to pay shall have been finally determined either by written agreement of the INSURED or by judgment against the INSURED after actual trial and appeal has been concluded.

Any person, organization or legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED liability, nor shall the Company be impleaded by the INSURED or his legal representative.

2. Additional Premiums: If, during this POLICY PERIOD, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

3. Assignment: This Policy may not be assigned and shall be void if assigned or transferred without prior written consent of the Company.
4. Bankruptcy or Insolvency: Bankruptcy or Insolvency of the INSURED or of the INSURED estate shall not relieve the Company of any of its obligations hereunder.
5. Cancellation: This Policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing written notification stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company for any reason, by mailing to the NAMED INSURED at the address shown in the Policy, written notification not less than 60 days (10 days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notification shall be sufficient proof of notification. The time of surrender or the effective date and hour of cancellation stated in the notification shall become the end of the POLICY PERIOD. Delivery of such written notification either by the NAMED INSURED or by the Company shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
6. Changes: Notification to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.
7. Choice of Law: The policy shall be governed and construed in accordance with the laws of the State of New York, without giving effect to conflict of law rules.
8. Coverage Territory. This Policy applies to CLAIMS made:
 - a. In the United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph 1 above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - i. Goods or products made or sold by the INSURED in the territory described in Paragraph a. above; or
 - ii. The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business.

provided the insured's responsibility to pay damages is determined in a CLAIM on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

9. Declarations and Representations: By acceptance of this Policy, the NAMED INSURED agrees that the statements contained in the Application for insurance, all supplemental materials, CLAIM information and any other information including submitted to the Company, including but not limited to the aforementioned, are accurate and complete at the time such information was reported. All submitted information comprise the INSURED'S agreements and representations, and knowledge that this Policy is issued in reliance upon the truth of such representations and that this Policy Declarations, Provisions, and Endorsements embody all agreements existing between all INSUREDS and the Company and supersede any prior express or implied agreements relating to this Policy.

The NAMED INSURED acknowledges and agrees that the Application and any other information submitted by the NAMED INSURED is incorporated into, and is part of, this Policy. The NAMED INSURED also acknowledges and agrees that the representations and warranties contained in the Application or in any other information submitted by the NAMED INSURED in an effort to procure this Policy, are complete, true and correct and that the Company issued this Policy in specific reliance upon the representations and warranties contained in the Application and in any other information submitted by the NAMED INSURED.

10. Independent Counsel: In the event the INSURED is entitled by law to select independent counsel to defend the INSURED at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of a similar CLAIM or in the community where the CLAIM arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending CLAIMS similar to the one pending against the INSURED and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the INSURED agrees that counsel will timely respond to the Company's requests for information regarding the CLAIM. Furthermore, the INSURED may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

11. **Inspection and Audit:** Any of the Company's authorized representatives shall have the right and opportunity, but not the obligation, when the Company so desires, to interview persons employed by the INSURED and to inspect at any reasonable time, during the POLICY PERIOD or thereafter, the INSURED'S premises, equipment, operations, COVERED LOCATIONS and all improvements, structures, products, ways, works, machinery and appliances thereon; but neither the Company nor its representatives shall assume any responsibility or duty to the INSURED or to any other party, person or entity, by reason of such right or inspection. Neither the Company's right to make inspections, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practices or are in compliance with any law, rule or regulation. The NAMED INSURED agrees to provide access to appropriate personnel to assist the Company's representatives during any inspection. The Company shall also have the right to examine or audit any financial records of the NAMED INSURED to inspect for accuracy in reporting income or revenue as represented and warranted in the Application. Premium audits may be processed as a result of such inspection, after any policy expires or is terminated. Premium adjustment calculations shall determine additional premiums due, if any, and shall not result in any mid-term downward adjustment of premium.
12. **Material Change in Risk:** The INSURED must endeavor to notify the Company, in writing, of any change in operations which materially increases the risk from that originally assumed by the Company at Policy inception. Any failure by the INSURED to notify the Company may void all additional risk presented to the Company, if that failure to notify the Company presents additional exposure that the company has not had the opportunity to assess or receive due consideration for. The Company reserves the right to rescind all coverage offered under this policy, accordingly.
13. **Mediation and Deductible Credit:** If the INSURED and the Company agree to use Mediation to resolve a covered CLAIM, and is completely resolved by such Mediation, the INSURED's Deductible obligation will be reduced by 75%, subject to a maximum monetary reduction of \$35,000. For the purpose of this paragraph, Mediation means a non-binding process where a neutral panel of individuals assist the parties to reach their own settlement. When this occurs, we will reimburse the NAMED INSURED as soon as practical for any qualifying deductible amount which was already paid by the NAMED INSURED prior to the Mediation.
14. **Minimum Earned Premium:** If this Policy is cancelled at the request of any NAMED INSURED, the total retained by the Company shall not be less than 25%.
15. **Nonrenewal:** The Company may non-renew this Policy by mailing or delivering to the NAMED INSURED at the address stated on the Declarations Page, or any endorsement amending the Declarations Page, written notice of nonrenewal at least sixty (60) days before the expiration date of this Policy. The offer of Policy terms, conditions or premium different than those in effect prior to renewal, shall not constitute non-renewal.
16. **Other Insurance:**
 - Commercial General Liability Coverage Only:
 - a. **Primary Insurance:** This insurance is primary except when b. below applies.
 - b. **Excess Insurance:**
 - (1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (d) If the loss arises out of the maintenance or use of aircraft, "auto" or watercraft to the extent not subject to Exclusion g. of Coverage A (SECTION I); or
 - (e) That is valid and collectible insurance available to you under any other policy.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all other insurance.

If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

All Other Coverage Parts except the Environmental Impairment Liability Coverage Part: If any part of either LOSS or CLAIMS EXPENSE are covered under this Policy and any other valid and collectible current, prior or subsequent Policy (ies) issued by any other insurer, this Policy shall provide coverage for such LOSS or CLAIMS EXPENSE on a pro rata basis with such other policy according to the applicable Limits of Liability of the applicable Coverage Part and such other policy. This coverage shall apply on an excess basis over any and all Project Specific Policies.

This insurance shall in no way be increased or expanded as a result of the receivership, insolvency, or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the INSURED while acting as a self-insured for any coverage. The INSURED shall promptly upon the request of the Company provide the Company with copies of all policies potentially applicable against the liability to which this Policy applies.

The Company's obligation to make any payment for TRANSPORTATION shall be on an excess and non-contributory basis over any other primary and excess insurance available to the INSURED, whether collectible or not.

17. Primary Non-Contributory: Except as otherwise specified herein, this Policy shall be considered primary to any similar insurance held by third parties with respect to "your work," YOUR SERVICES and PROFESSIONAL SERVICES performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which person(s) or organizations(s) as referenced above may have, is excess and non-contributory to this insurance.
18. Severability: Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Policy to the NAMED INSURED, this insurance applies as if each NAMED INSURED were the only NAMED INSURED and separately to each INSURED against whom a CLAIM is made.
19. Sole Agent: The NAMED INSURED first listed in the Declarations shall be deemed agent of, and act on behalf of, all other INSUREDS, if any, with respect to all matters involving this policy, including the payment or return of premium, payment of all deductibles, receipt and acceptance of any endorsement issued to form a part of the Policy, giving and receiving notification of cancellation or non-renewal, and the exercise the Policy of the rights provided in the Extended Reporting Period clause, if applicable. The Company shall have the right to seek indemnification from any INSURED or any other person who may be legally liable for the debts of the NAMED INSURED.
20. Transfer or Recovery Rights: If the Company pays any amount or incurs CLAIM EXPENSE under this Policy, the Company shall be subrogated to the rights of recovery of each INSURED, against any person, firm or organization. All INSUREDS shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights, including without limitation, assignment of the INSURED rights against any

person or organization on account of which the Company made payment or incurred coverage expense under this Policy. The INSURED shall do nothing to waive or prejudice such rights either prior or subsequent to any CLAIM.

21. Transfer of the NAMED INSURED'S Rights and Duties: The NAMED INSURED'S rights and duties under this policy may not be transferred without the Company's written consent except in the case of death of an individual NAMED INSURED. If an individual NAMED INSURED dies, their rights and duties will be transferred to the NAMED INSURED'S legal representative, but only while acting within the scope of duties as the NAMED INSURED'S legal representative. Until the NAMED INSURED'S legal representative is appointed, anyone having proper temporary custody of the NAMED INSURED'S property will have the NAMED INSURED'S rights and duties, but only with respect to that property.
22. Waiver of Subrogation: The Company waives any right of recovery it may have against any person(s) or organization(s) to whom the NAMED INSURED agrees, in a written contract, to provide a waiver of subrogation because of payments the Company makes for injury or damage arising out of the YOUR SERVICES done under a contract with that person or organization. This status exists only for the project specified in that contract. Under no circumstances shall this provision act to extend the policy period, change the scope of coverage, or increase the Aggregate Limits of Insurance scheduled in the VIRTUE PACK Service Business Package Policy Declarations or in any Supplemental Declarations. This paragraph shall not apply to the Environmental Impairment Liability Coverage Part.

All other policy terms and conditions shall remain the same.

PLEASE READ THIS ENDORSEMENT CAREFULLY AND COMPLETELY. THIS ENDORSEMENT CHANGES THE POLICY. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- ☐ There is only one known source because:
- ☐ This is a sole provider of a licensed, copyrighted, or patented good or service.
- ☐ This is a sole provider of items compatible with existing equipment or systems.
- ☐ This is a sole provider of factory-authorized warranty service.
- ☒ This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- ☐ The requested product is used or demonstration equipment available at a lower – than-new-cost.
- ☐ One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:

Description of Item or Service.

Based on the Hydrodynamics Group LLC previous experience with groundwater issues and the proposed Yucca Mountain repository and the evaluation and comments they provided on the Draft SEIS, the Planning Department is requesting to enter into a contract with the Hydrodynamics Group LLC to provide technical expertise with regard to the NRC's level and quality of responses to the County's comments on the Draft SEIS. For further description please see ARF.

DEPARTMENT CONTACT PERSON & TITLE
Cathreen Richards, Senior Planner

DEPARTMENT NAME
Planning

PHONE
760-878-0263

REQUESTED SUPPLIER/CONSULTANT NAME
Hydrodynamics Group, LLC

SUPPLIER CONTACT PERSON
Michael King

SUPPLIER ADDRESS 16711 76th Avenue West Edmonds, WA 98626	SUPPLIER CONTACT'S PHONE NUMBER 425-239-6728
---	---

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements



Signature of Requestor



Date



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 15, 2025

Reference ID:
2025-207

Temporary Lane Closure for US Cycling Event LLC

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Jose Rodriguez, Engineering Technician

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the temporary lane closure of Onion Valley Road just west of U.S. Highway 395 and East Market Street, to allow the US Cycling Event to hold the annual Cycling Event on Onion Valley Road and East Market Street on April 27, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

US Cycling Event LLC has requested the temporary lane closure on Onion Valley Road and East Market Street for the US Cycling Event.

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 this closure. This is not recommended as it would require US Cycling Event LLC to reschedule the event dates.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenities

APPROVALS:

Jose Rodriguez	Created/Initiated - 3/21/2025
Darcy Israel	Approved - 3/24/2025
Jose Rodriguez	Approved - 3/24/2025
Shannon Platt	Approved - 3/25/2025
Keri Oney	Approved - 3/25/2025
John Vallejo	Approved - 3/25/2025
Amy Shepherd	Approved - 3/31/2025
Cap Aubrey	Approved - 4/2/2025

ATTACHMENTS:

1. Special Event Permit



ROAD DEPARTMENT
168 N. EDWARDS ST. - P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

Michael Errante, Public Works Director
Shannon Plat, Road Superintendent

SPECIAL EVENT PERMIT

To: **US Cycling Events LLC / Ryan Moore**
850 Coronado Drive
Glendale, CA 91206

PERMIT NO: **SE25-03**
FEE: **\$50.00**
DATE: **02/25/2025**
RECEIPT NO: **626640**

Attn: **US Cycling Events LLC / Ryan Moore**

In compliance with your request of **April 27, 2025** 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:**

The US Cycling Event LLC to use roadways within the Inyo County right-of-way for the detours on County Roads for the upcoming cycling event. This event shall take place in accordance with the map provided.

SPECIAL PROVISIONS

Traffic Control and Detours

The Permittee or their representative shall facilitate the passage of traffic through detours on Inyo County roadways. The Permittee or their representative shall be responsible for the setup and removal of all signs and barricades required for detours.

Signs, barricades, and/or cones for this special event might be obtained from the Inyo County Road Department. If County equipment available the Permittee or their representative must, as a responsible party, sign a COUNTY LOAN AGREEMENT when the equipment. Please contact Kyler Hanson at 760-301-4040 to make arrangements to pick up/deliver equipment at least 10 days prior to your event.

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 activities herein contemplated shall have been completed on or before **04/30/2024**.

Inyo County Road Dept.
County of Inyo

By Jose Rodriguez
Jose Rodriguez
Engineering Technician

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

**COUNTY
OF
INYO**

Michael Errante, Public Works Director
Chris Cash, Deputy Director

(For County Use Only)
Permit #:

Fee: \$50.00

Receipt: 626640

Issue Date: 02/25/2025

Expires: 04/30/2025

By: Jose Rodriguez

APPLICATION FOR A SPECIAL EVENT PERMIT

Applicant/Permittee

Date

Address

Contact Person

Phone

Fax

PARADE () DANCE () RACE () OTHER ()

DESCRIBE THE EVENT IN DETAIL. INCLUDE MAP OR DRAWING.

NAME OF ROAD (S) OR INYO COUNTY PROPERTY: _____

REQUESTED DATE (S) OF PERMIT: _____

ROAD CLOSURE: YES () NO () HOURS: _____ am/pm to _____ am/pm on ____ / ____ / ____

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 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: Ryan Moore DATE: _____

County use only below this line

INSURANCE APPROVED: YES (X) NO ()

ATTACHMENTS: _____

COPIES TO: _____

THIS PERMIT IS TO BE STRICTLY ENFORCED AND NO OTHER ENCROACHMENT OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED.

APPROVED BY: Jose Rodriguez DATE: 02/25/2025

PERMIT NUMBER SE25-03

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.

Notification of request for County signs, barricades, and/or cones for special events must be made 10 days in advance. If County equipment is requested and available there must be an event responsible party that can sign a COUNTY LOAN AGREEMENT when the equipment is picked up. Please contact Area Foreman with contact information to make arrangements to pick up/deliver equipment and sign the loan agreement. If Area Foreman cannot be reached, please contact the Road Department at 760.878.0202.

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 products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of liability arising out of the use of the facility, including work or operations performed by or on behalf of the Permittee and materials, parts, or equipment furnished in connection with such work or operations.
2. For any claims related to this project, the **Permittee’s insurance coverage shall be primary** insurance as respects the COUNTY and any insurance or self-insurance maintained by the COUNTY shall be excess of the Permittee’s insurance and shall not contribute with it.
3. The Insurance Company agrees to **waive all rights of subrogation** against the COUNTY for losses paid under the terms of any policy covering the facility use or any activities of the Permittee, his guests, agents, representatives, employees or subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Permittee shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity *at least five days* before Permittee commences activities.

Liquor Liability

If Permittee will be supplying alcoholic beverages, 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 the Entity.

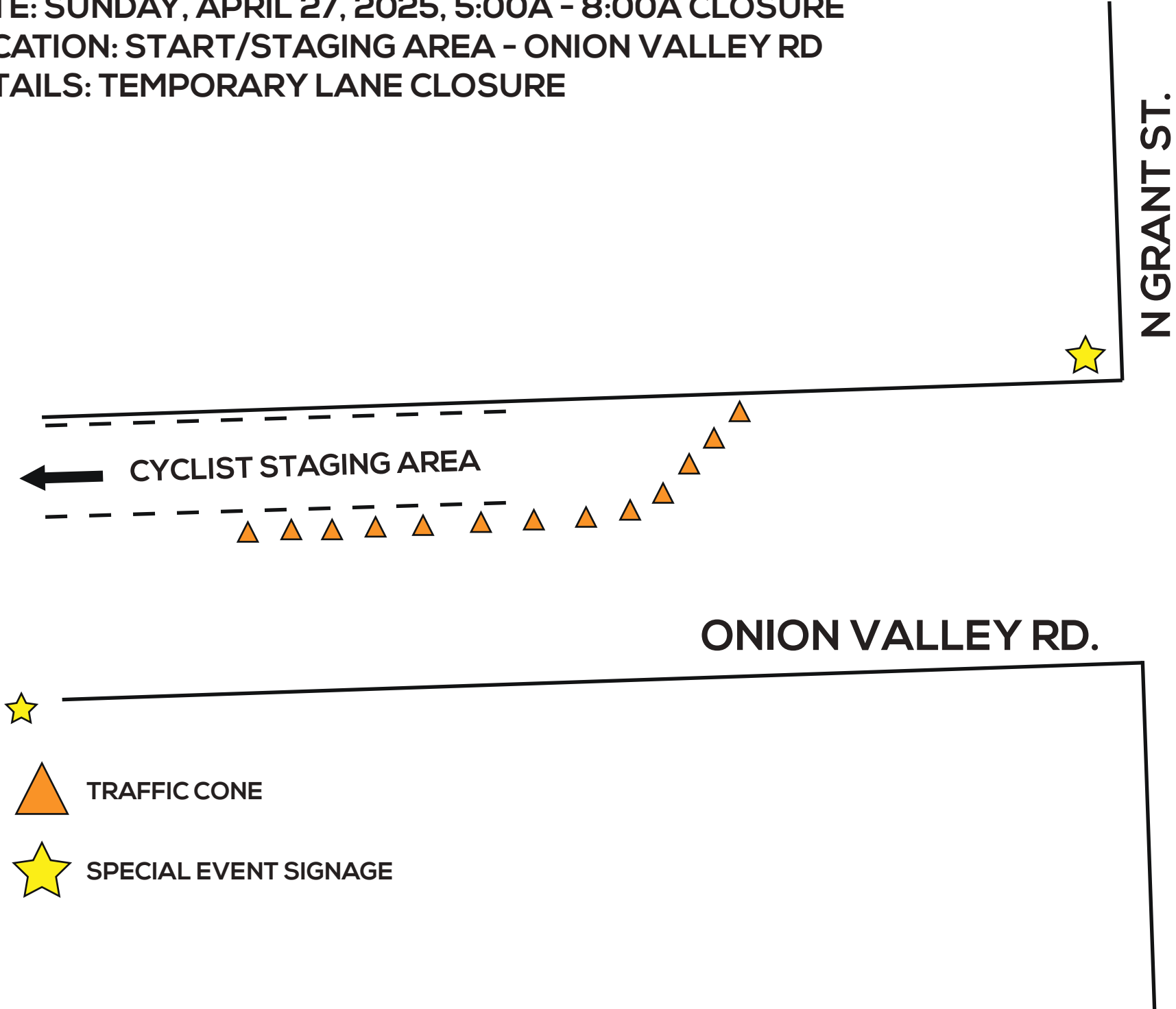
Special Events Coverage

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Permittee can obtain additional information and cost from Entity.

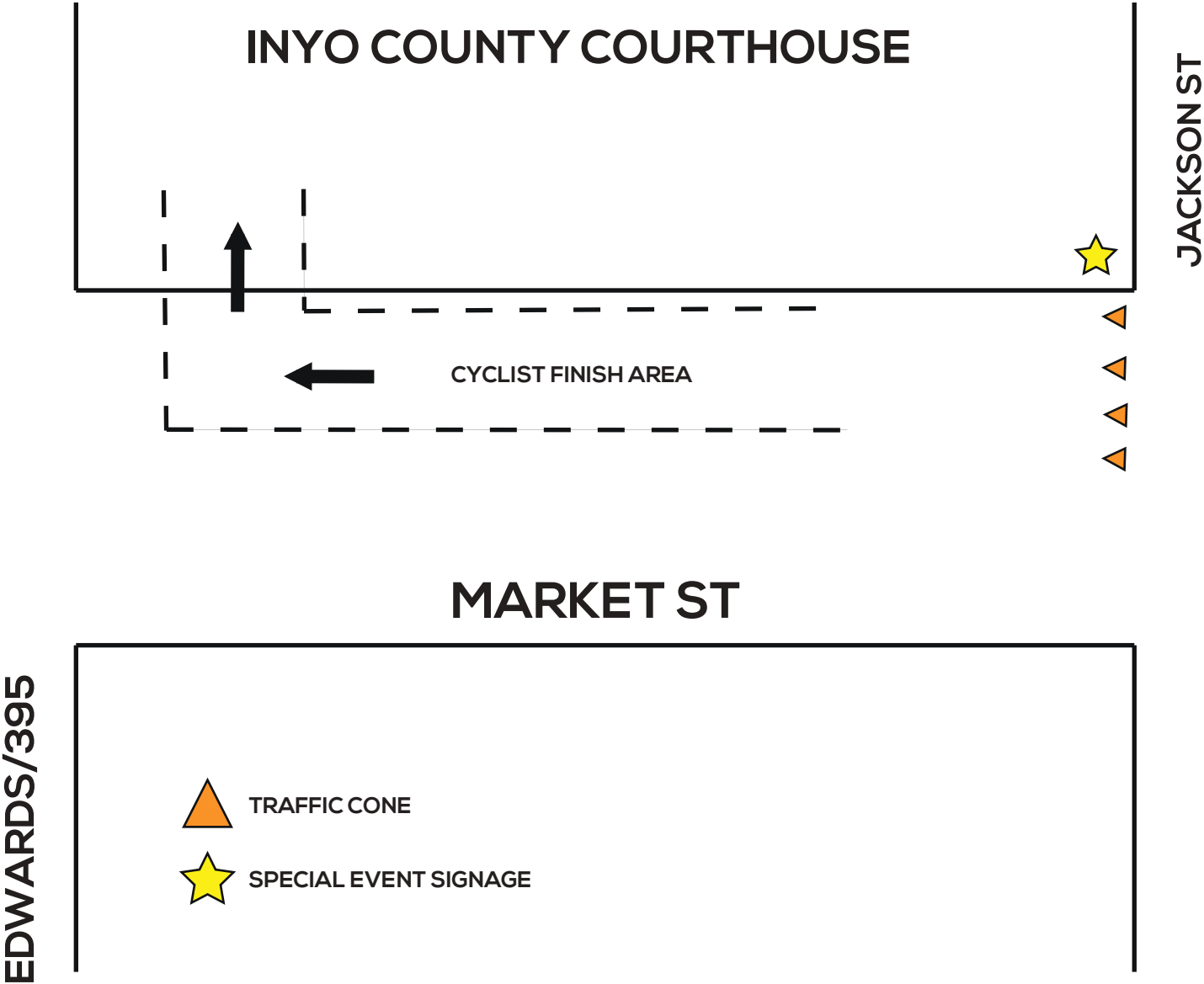
Special Risks or Circumstances

Entity reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

PROJECT: 2025 LONE PINE GRAVEL/CYCLING EVENT
DATE: SUNDAY, APRIL 27, 2025, 5:00A - 8:00A CLOSURE
LOCATION: START/STAGING AREA - ONION VALLEY RD
DETAILS: TEMPORARY LANE CLOSURE



PROJECT: 2025 LONE PINE GRAVEL/CYCLING EVENT
DATE: SUNDAY, APRIL 27, 2025, 10:00A - 5:00P CLOSURE
LOCATION: CYCLIST FINISH AREA - MARKET ST.
DETAILS: TEMPORARY PARKING LANE CLOSURE



PROJECT: 2025 LONE PINE GRAVEL/CYCLING EVENT

DATE: SUNDAY, APRIL 27, 2025, 5:00A - 5:00P

LOCATION: COUNTY COURTHOUSE GROUNDS

DETAILS: FESTIVAL USE / FOOD SERVICE / AMPLIFIED SOUND



ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairly Consulting Group LLC 1800 S Washington St, Ste 400 Amarillo, TX 79102	CONTACT NAME: Fairly Group Certificates PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: certs@fairlygroup.com INSURER(S) AFFORDING COVERAGE INSURER A : Clear Blue Insurance Company NAIC # 28860
INSURED USA Cycling, Inc. 210 USA Cycling Pt, Suite 100 Colorado Springs, CO 80919-2214	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GA applies per event GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	X		CZ26COGL0002-01	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Part Legal \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured Extension:

Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date(s) on the permit.

The General Liability policy includes a blanket automatic additional insured endorsement that provides (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

County of Inyo, Officers, Agents & Employees
168 North Edwards Street
Independence, CA 93526

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

additional insured status to any person or organization if required by a written contract or agreement provided such contract or agreement was executed prior to the occurrence or offense. Please see attached endorsement CG 20 26 (12/2019).

Event Number: 2025-10567

Event Name: Whiskey Tango Fondo

Event Location: Lone Pine, CA

Event Date(s): 04/26/2025, 04/27/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Blanket as required by Written Contract issued prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



ROAD DEPARTMENT

County of Inyo
168 N. Edwards Street - PO Drawer Q
Independence, California 93526
760-878-0201 fax 760-878-2001

Invoice No. SE25-03

INVOICE

Customer

Name US Cycling Events, LLC
Address 850 Coronado Dr.
City Glendale State CA ZIP 91206
Phone 818-512-5374

Date 2/25/2025
Order No. SE25-03
Rep Ryan Moore
FOB _____

Qty	Description	Unit Price	TOTAL
1	Special Event Permit SE25-03 - Non-competitive, rules of the road charity cycling event. Use of Independence Courthouse PLEASE RETURN ONE COPY WITH PAYMENT, THANK YOU.	\$50.00	\$50.00

Payment Details

- ☐ Cash
☐ Check

Subtotal	\$50.00
Taxable Total	
DEPOSIT	N/A
TOTAL	\$50.00

DG

Inyo County Federal Taxpayer ID Number 956005445

Account: NO ACCOUNT NUMBER

\$50.00

56-382/412

US Cycling Events, LLC
850 CORONADO DR
GLENDALE, CA 91206-2118

Please Direct Any Questions To
(800) 868-4442
WELLS FARGO INTERNET SERVICES
PO BOX 884033
LOS ANGELES, CA 90088-4033
9694829053 0026889095

February 27, 2025

0026889095

MEMO: SE25-03

01483 8311917 006421 006421 00060008 1005409

Pay: FIFTY AND 00/100

DOLLARS

TO
THE
ORDER
OF

INYO COUNTY PUBLIC WORKS
168 N EDWARDS
PO BOX Q
INDEPENDENCE, CA 93526-0616

VOID 90 DAYS AFTER ISSUE

\$ *****50.00

AUTHORIZED SIGNATURE

[Signature]

⑈0026889095⑈ ⑆041203824⑆ 9694829053⑈



COUNTY OF INYO

6266640

Independence, California 93526

Received From US Cycling Events LLC Date 3-7-25
Address _____

for Permit SE25-03 Dollars \$ 50.00

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID	50 -	CHECK	✓
BALANCE DUE		MONEY ORDER	

Department PWD-Roads
By [Signature]
0026889095

OFFICE OF AUDITORCOUNTY OF INYO
State of California

The Treasurer of Inyo County

Independence, California

Has Received Of

PW-Roads

TC

3/7/2025

Description	Account Name	Object Name	Budget #	Object #	Revenue Amount
FY24/25 US Cycling Events LLC Special Event Permit Receipt# 626640 Invoice# SE25-03	Road	Permits	034600	4141	\$50.00
Direct \$50.00	Cash \$0.00	Checks \$0.00		Total Total	\$50.00 \$50.00 TRUE

Christie Martindale, Treasurer-Tax Collector

Amy Shepherd, Auditor-Controller

By: _____
DeputyBy: _____
Deputy

WHITE-Auditor, YELLOW-Treasurer, PINK-Department



Michael Errante, Public Works Director

ROAD DEPARTMENT
168 N. EDWARDS ST. - P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

**COUNTY
OF
INYO**

COUNTY OF INYO LOAN AGREEMENT

LOANEE:		ORGANIZATION:	
Address:		Phone:	

The Loanee has received, as a loan from the Inyo County Road Department, the following items:

Item Description	Replacement Cost	Item Quantity	Total Replacement Cost
28" Traffic cone	\$35.00		
18" Traffic Cone	\$22.00		
Type 2 Barricade	\$59.00		
30" Aluminum Sign			
48" Fabric Sign with brackets			
Aluminum Stand for fabric signs			
Orange Safety Flag			
36" Delineators with bases			

The Loanee accepts full responsibility for the maintenance of this equipment during the loan period. The Loanee agrees to pay to the Inyo County Road Department the full replacement cost at new equipment prices for any equipment lost, stolen or damaged beyond repair during the time of the loan period or replace any lost, stolen, or damaged beyond repair equipment with equal or better equipment that is acceptable to the Inyo County Road Department.

The Loanee accepts full responsibility for any liability incurred from the use or misuse of this equipment and hold harmless the County of Inyo for any liability incurred from the use or misuse of this equipment.

The Loanee agrees to return to the Inyo County Road Department any or all loaned equipment within the time specified below. All loaned equipment will be returned in the same condition as received by Loanee from the Inyo County Road Department.

Loanee Signature:	<i>Ryan Moore</i>	Date:	
Requested Issue Date:		Issue Date:	<small>To be completed by Road Dept.</small>
		Condition:	<small>To be completed by Road Dept.</small>
Received By:		Replacement Cost:	
Date to be Returned:	<small>To be completed by Road Dept.</small>	Per:	Balance Due: <small>To be completed by Road Dept.</small>

To be completed by Road Dept.

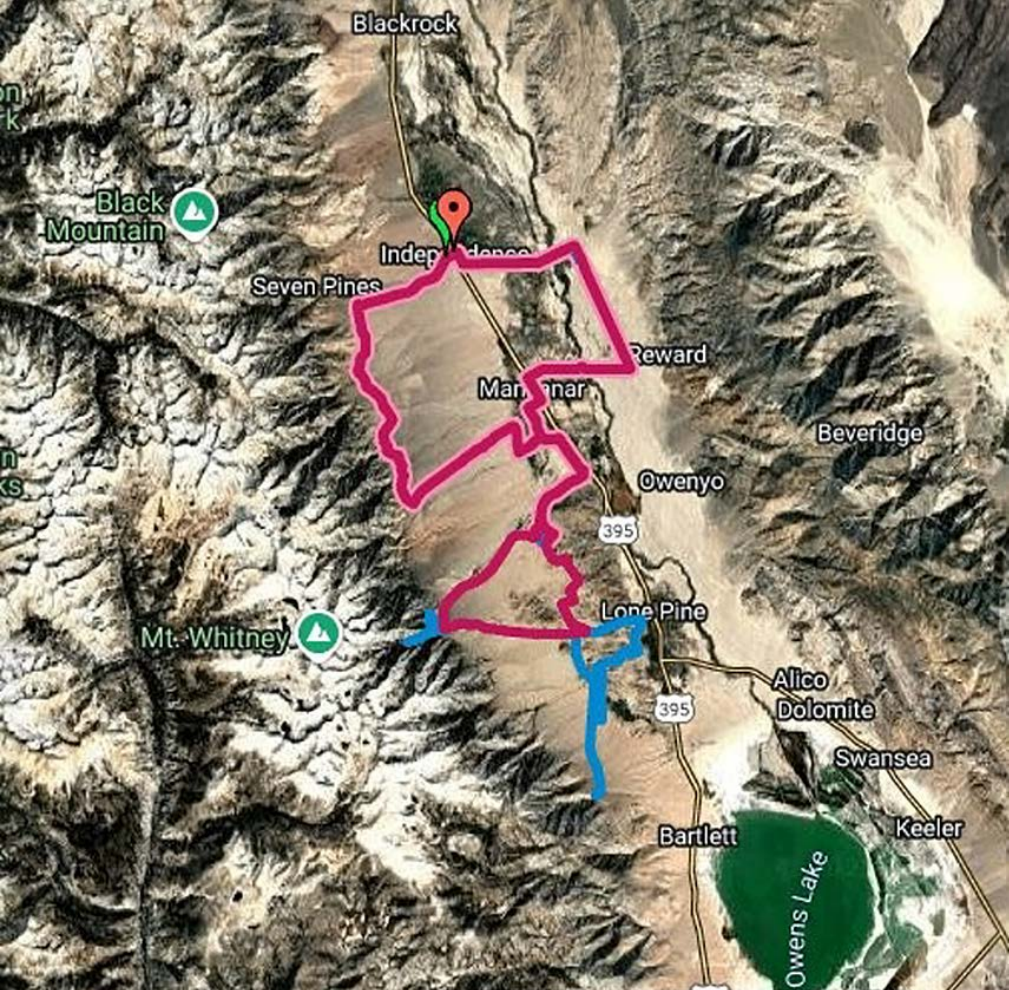
To be completed by Road Dept.

To be completed by Road Dept.

Loan Agreement must be submitted at least 10 DAYS in advance of Requested Issue Date.

For questions please call (760) 878-0201

DG 2022





INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 15, 2025

Reference ID:
2025-233

Runway 12-30 Safety Area Improvement 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) Approve the plans and specifications for the Runway 12-30 Safety Area Improvement Project at the Bishop Airport;
- B) Authorize the Public Works Director to advertise and bid the project; and
- C) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Project (AIP) funding Grant Agreement for the Runway 12-30 Safety Area Improvement Project at the Bishop Airport.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Runway 12-30 Safety Area Improvement Project includes earthwork and fencing relocation to expand the safety area at each end of Runway 12-30, the commercial service runway at the Bishop Airport. On February 11, 2025, your Board approved the design contract for the Project to H.W. Lochner, Inc. The project bid documents have been completed, and have been reviewed by Public Works and the Federal Aviation Administration (FAA). The project is ready to go out to bid.

Once bids have been received, Public Works will submit the final grant application to the FAA. Construction is planned for October through mid-December 2025, while no commercial flights are scheduled.

FISCAL IMPACT:

Funding Source	Grant Funded - Airport Improvement Program Grant from the Federal Aviation Administration	Budget Unit	630600
Budgeted?	Yes	Object Code	5700
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

There are no fiscal impacts that will occur directly from this action.

Future Fiscal Year Impacts

If the Board chooses to award a construction contract as a result of this bid solicitation, the fiscal impacts will occur in Fiscal Year 25/26.

Additional Information

The funding for this project will come from a Federal Fiscal Year 25 Airport Improvement Program grant, which will cover 95% of the project costs.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the plans and specifications. This is not recommended, as the project documents have been prepared by a qualified engineering firm and have been reviewed by the Federal Aviation Administration.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Transportation Services
High Quality Services | Improved County Facilities

APPROVALS:

Ashley Helms	Created/Initiated - 4/2/2025
Darcy Israel	Approved - 4/3/2025
Ashley Helms	Approved - 4/4/2025
Keri Oney	Approved - 4/4/2025
John Vallejo	Approved - 4/7/2025
Amy Shepherd	Approved - 4/9/2025
Michael Errante	Approved - 4/9/2025
Nate Greenberg	Final Approval - 4/9/2025

ATTACHMENTS:

1. Runway 12-30 Safety Area Improvement Bid Package
2. Runway 12-30 Safety Area Improvement Plans

CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF

RUNWAY 12-30 SAFETY AREA IMPROVEMENT
PROJECT

AT THE
BISHOP AIRPORT

A COUNTY OF INYO AVIATION FACILITY
BISHOP, CALIFORNIA



AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600

April 2025

**PLANS AND CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF
RUNWAY 12-30 SAFETY AREA IMPROVEMENT
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. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600**



**A COUNTY OF INYO PROJECT
WITH FINANCIAL AID FROM
THE FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM**

APPROVED BY:

Michael Errante

MICHAEL J. ERRANTE, P.E.

DIRECTOR OF PUBLIC WORKS
RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT
AT THE
BISHOP AIRPORT

AIRPORT IMPROVEMENT PROGRAM
FAA AIP GRANT NO. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600

Sections:

NOTICE INVITING BIDS
BID PROPOSAL FORMS
CONTRACT AGREEMENT
CONTRACT FORMS
COUNTY PROVISIONS
FEDERAL PROVISIONS
GENERAL PROVISIONS
SPECIAL PROVISIONS
TECHNICAL SPECIFICATIONS
PLANS (UNDER SEPARATE COVER)

**COUNTY OF INYO
PUBLIC WORKS DEPARTMENT
NOTICE INVITING BIDS
FAA AIP GRANT NO. 3-06-0024-032-2025
COUNTY PROJECT NO. 630600**

The Inyo County Public Works Department is soliciting bids for:

**RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT
At The Bishop Airport**

703 Airport Road, Bishop, California 93514

Online bids for improvements to the Bishop Airport will be received by Inyo County through Quest CDN at www.hwlochner.com beginning on **Monday April 28, 2025, at a.m. (PDT)** and extend through bid closing on **Thursday May 1, 2025, at a.m. (PDT)**.

A digital download of Project Documents and other related contract information may be ordered online at www.hwlochner.com (see landing website footer). These project documents may be downloaded for \$60.00. Payment must be made directly to QuestCDN. This cost includes access to online bidding. There will be no refunds. The QuestCDN project **number is** Bid quantities and schedules may be viewed prior to purchase under the “view bid documents” section on QuestCDN. Plans may be obtained from the Bishop Airport at Plans and Specifications are on file and may be examined at the Bishop Airport, at 703 Airport Rd, Bishop, CA 93514, Telephone (760) 872-2971.

The award of this project is contingent upon a grant offer from the Federal Aviation Administration (FAA). Contract award, if awarded, will be based on the lowest responsible bid total price.

General Work Description:

Provide all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions grade the runway 12-30 safety area. Fencing will be demolished and reconstructed. A new dirt and gravel roadway will be construct on the Runway 12 end.

Estimated Construction Cost: \$1,900,000

Contract Time: 30 calendar days

Project Timing: Construction for this project is scheduled to occur during the seasonal gap in commercial service at the Airport, which begins on October 7th and ends on December 12th. Contract work must be substantially completed, and Runway 12-30 **MUST** be reopened, by December 12, 2025. If the County is unable to award the contract in a timely manner to allow for this construction window to be met, the work would be re-scheduled for the late April to mid-June timeframe.

Liquidated Damages: \$3,500 per day

The work in the contract is included in Airport Improvement Program Project No. 3-06-0024-032-2025 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 shall (mandatory) participate in a virtual pre-bid meeting via Microsoft Teams scheduled on Monday April 21 at 11:00 a.m PDT. Meeting access instructions will be sent to all planholders by email or you may request an invitation by contacting Nick Donovan with

Lochner at ndonovan@hwlochner.com. Following the pre-bid meeting, contractors wishing to see the job site may contact Ashley Helms at ahelms@inyocounty.us to request a site visit.

Bidders may submit questions through QuestCDN. Questions will be accumulated, and a reply will be issued by Addendum. Bidders identified on the plan holders list will be notified by email that an Addendum is available no later than **four (4) business days (Thursday April 24)** before the scheduled Bid Opening. Questions received less than **six (6) business days (Tuesday April 22)** prior to the time and date for opening Bids will not be answered. Only questions answered by formal written Addenda will be binding and receipt of all addenda must be properly acknowledged on the appropriate proposal page.

Each bid must be accompanied a bidder's bond from an admitted corporate surety on the form provided in the bid package, in an amount not less than 10% of the amount of the bid, and made payable to the County of Inyo. If the notice inviting bids and bid proposal forms require or permit each bid to include additive item prices, the amount of the bid bond or check must be not less than 10% of the amount of the bid plus all of the additive bid items. The check or bidder's bond shall be given as security that the bidder will enter into the contract with the County and furnish the required labor and materials payment bond, faithful performance bond, certificates of insurance, or other required documents, if the bid is accepted. The check or bond will be forfeited to the County if the bidder fails to timely enter into said contract or furnish the required bonds, certificates of insurance, or other required documents. The check or bidder's bond may be retained by the County for sixty (60) days or until the contract is fully executed by the successful bidder and the County, whichever occurs first.

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.

Each bidder must complete, sign, and furnish, with his bid, all certifications included in the Bid Proposal. Each bidder must supply all the information required by the bid documents and specifications.

The successful bidder shall be required to furnish a faithful performance bond and a labor and materials payment bond on the forms provided in the bid package in the amount of 100% of the maximum contract amount.

This is a Federal Aid Project and all bids must be based upon rates and wages at least as high as the minimum rates established by the Secretary of Labor as included in the Specifications. Prevailing wage rates for California shall be paid to all classifications of labor as required by the laws of the State of California. The proposed Contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The EEO requirements, labor provisions and wage rates are included in the specifications and bid documents and are available for inspection at the Department of Public Services.

Pursuant to **Section 1773** of the **Labor Code**, to which this contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled *General*

Prevailing Wage Rates in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations, are referenced, but not printed, in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request.

Pursuant to Section 1725.5 of the Labor Code, the bidder is required to certify that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the CA Department of Industrial Relations.

Attention is directed to the federal minimum wage rate requirements of this project. If there is a difference between the minimum wage rates predetermined by the U.S. Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The County will not accept lower state wage rates not specifically included in the federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the federal wage determinations. Where federal wage determinations do not contain the state wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the federal minimum wage rate that most closely approximates the duties of the employees in question.

Evidence of appropriate licensing by the California Contractor's State License Board shall be submitted to the Sponsor with the bid proposal indicating the appropriate license classification for the work specified. For this project the Sponsor has determined that, at a minimum, the Prime Contractor shall possess **a C-12 license, or be licensed as a General Engineering Contractor**. 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

Michael Errante

Dated: April 2025

Michael Errante, PE, Director of Public Works

BID PROPOSAL FORMS

RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT AT THE BISHOP AIRPORT

703 Airport Road, Bishop, California 93514

April 2025

BID PROPOSAL FORM	1
BIDDER'S BUSINESS INFORMATION	5
DESIGNATION OF SUBCONTRACTORS.....	6
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT	7
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE.....	8
PUBLIC CONTRACT CODE SECTION 10232 STATEMENT	9
CONTRACTOR'S LABOR CODE CERTIFICATION.....	10
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	11
NONCOLLUSION AFFIDAVIT.....	12
DEBARMENT AND SUSPENSION CERTIFICATION	13
BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY,.....	14
TECHNICAL ABILITY AND EXPERIENCE	14
ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION.....	ERROR! BOOKMARK NOT DEFINED.
DESIGNATION OF DBE AND MINORITY SUBCONTRACTORS.....	ERROR! BOOKMARK NOT DEFINED.
CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS	15
BID BOND.....	ERROR! BOOKMARK NOT DEFINED.
DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD	19

BID PROPOSAL FORM

To: COUNTY OF INYO
Public Works Department
(Herein called the "Owner")

From: _____

(Herein called the "Contractor")

FOR: RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT
AT THE
BISHOP AIRPORT
(Herein called "Project")

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 SAFETY AREA IMPROVEMENT PROJECT AT THE BISHOP AIRPORT. The bidder must submit a total bid for all of the items included in the bid schedule.

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the contract and bond forms; the general, County, special, and technical provisions; the project plans; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. The contract for the RUNWAY 12-30 SAFETY AREA IMPROVEMENT 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 the contract time stated in the Contract Documents, beginning on the notice to proceed date. 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.

Attached as a part of this bid is 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 **one hundred and twenty (120) 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 **one hundred and twenty (120) calendar days** calendar days after the date set for its opening, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract, bonds, certificates of insurance, and other required documents, to the owner within ten (10) calendar days after receipt of the notification of acceptance of this bid (notification of award of contract).

The bidder shall set forth for each unit basis item of work an item price and a total for the item; and for each lump sum item, a total for the item; all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid based on the estimated quantity for the item. The amount of the bid for comparison purposes will be the total of all items listed in the base bid schedule.

In case of discrepancy between the item unit price and the total set forth for a unit basis item, the item price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as an item price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the unit price thus obtained shall be the item price.
- (b) (Decimal Errors): If the product of the entered item price and the estimated item quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered item total, the discrepancy will be resolved by using the entered item price or item total, whichever most closely approximates percentage-wise the item price or item total in the engineer's estimate.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she

has carefully examined the location of the proposed work, the contract and bond forms, and the plans therein referred to; and he/she proposes, and agrees if this proposal is accepted, that he/she will contract with the County of Inyo, on the contract form provided in the bid package, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the engineer as therein set forth; and that he/she will take in full payment therefore the item prices in the bid schedule in the following pages.

RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT Bid Schedule

Item No.	Spec No.	Item Description	Quantity	Unit	Unit Price	Amount
Schedule I - Runway 12/30 End RSA Improvements						
1	C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	Incidental	Incidental	Incidental	Incidental
2	C-105	Mobilization (10% Max.)	1	LS	\$	\$
3	P-101	Removal of Fence	4,020	LF	\$	\$
4	P-151a	Clearing and Grubbing	1.4	AC	\$	\$
5	P-151b	Tree Removal	Incidental	Incidental	Incidental	
6	P-152a	Unclassified Excavation	27,910	CY	\$	\$
7	P-152b	12-foot Dirt Road	2,154	LF	\$	\$
8	P-208	12-foot Gravel Road	600	LF	\$	\$
9	F-161a	Wire Fence with Steel Posts (Class D)	5,238	LF	\$	\$
10	F-161b	16-foot Chain-Link Swing Gates	1	EA	\$	\$
11	F-161c	Airfield Warning Signs	Incidental	Incidental	Incidental	\$
12	T-901	Seeding	1.4	AC	\$	\$
13	T-908	Mulching	1.4	AC	\$	\$
SCHEDULE I TOTAL					\$	

BID SECURITY:

The required ten percent (10%) Bid Security for this bid is attached in the form of:

Bid bond issued by _____,

an admitted corporate surety on the form provided in the bid package.

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 _____, Type _____

License Expiration Date _____

(The above address will be used to send notice of acceptance or requests for additional information)

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING MEMBER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF CONTRACTOR, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF CONTRACTOR ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

(Signature of Authorized Person) (Title)

(Printed Name) (Date)

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications to which the attached bid is responsive, and the portion of the work that will be done by each subcontractor for each subcontract in excess of one-half of one percent of the prime contractor's total bid, or \$10,000.00, whichever is greater.

The bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the awarding authority, setting forth the facts constituting the emergency or necessity. No subcontractor other than those listed below will be allowed to perform work under this contract.

If no subcontractors are to be employed on the project, enter the word "NONE".

(Use additional pages if necessary)

BID ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	LICENSE NUMBER &TYPE & UEI #	DIR #

(Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT AT THE BISHOP AIRPORT AIRPORT IMPROVEMENT PROGRAM FAA AIP GRANT NO. 3-06-0024-032-2025 COUNTY PROJECT NO: 630600

In accordance with **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)**, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **(CHECK ONE)**

has (____), has not (____) been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract, as defined in **Public Contract Code Section 1101**, with any public entity, as defined in **Public Contract Code Section 1100**, including the Regents of the University of California or the Trustees of the California State University. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in **Section 10285.1**.

NOTE: The bidder must place a check mark after “has” or “has not” in one of the blank spaces provided. The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT AT THE BISHOP AIRPORT AIRPORT IMPROVEMENT PROGRAM FAA AIP GRANT NO. 3-06-0024-032-2025 COUNTY PROJECT NO: 630600

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 SAFETY AREA IMPROVEMENT PROJECT
AT THE
BISHOP AIRPORT
AIRPORT IMPROVEMENT PROGRAM
FAA AIP GRANT NO. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600**

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 SAFETY AREA IMPROVEMENT PROJECT
AT THE
BISHOP AIRPORT
AIRPORT IMPROVEMENT PROGRAM
FAA AIP GRANT NO. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600**

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_____

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of INYO
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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.

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

(This form must be completed and submitted with this bid)

The bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed and give referencees which will enable the owner to judge his responsibility, experience, skill, and business standing.

The undersigned submits herewith a statement of his financial responsibility.

The undersigned submits below a statement of the work of a similiary character to that included in the proposed contract which he has successfully performed within the last three years. (Include the type of work, name, and phone number of all references, and the amount of contact.) Attached supplemental pages as necessary.

As noted in **General Provisions Section 20-2, *Qualification of Bidders***, bidders may submit evidence that they are prequalified with the California Department of Transportation (Caltrans) and are on their current "bidder's list" in lieu of completing this form.

Type	Name and Phone Number	Amount of Contract
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SIGN HERE

Signature of Bidder

Date

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States;
 - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic product.
- To furnish U.S. domestic product for any waiver request that the FAA rejects
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 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

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

- 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.
 - iii. 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

BIDDERS LIST COLLECTION FORM

☐ Prime

Firm Name: _____ Certified DBE: ____ Yes ____ No

Firm Address: _____ City _____ State _____ Zip _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) of Scopes(s) of Bid	Race of Majority Owner	Sex of Majority Owner	Age of Firm	Annual Gross Receipts
	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Other	<input type="checkbox"/> Female <input type="checkbox"/> Male	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

☐ Subcontractor

Firm Name: _____ Certified DBE: ____ Yes ____ No

Firm Address: _____ City _____ State _____ Zip _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) of Scopes(s) of Bid	Race of Majority Owner	Sex of Majority Owner	Age of Firm	Annual Gross Receipts
	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Other	<input type="checkbox"/> Female <input type="checkbox"/> Male	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

☐ Subcontractor

Firm Name: _____ Certified DBE: ____ Yes ____ No

Firm Address: _____ City _____ State _____ Zip _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) of Scopes(s) of Bid	Race of Majority Owner	Sex of Majority Owner	Age of Firm	Annual Gross Receipts
	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Other	<input type="checkbox"/> Female <input type="checkbox"/> Male	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

☐ Subcontractor

Firm Name: _____ Certified DBE: ____Yes ____No

Firm Address: _____ City _____ State _____ Zip _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) of Scopes(s) of Bid	Race of Majority Owner	Sex of Majority Owner	Age of Firm	Annual Gross Receipts
	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Other	<input type="checkbox"/> Female <input type="checkbox"/> Male	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

☐ Subcontractor

Firm Name: _____ Certified DBE: ____Yes ____No

Firm Address: _____ City _____ State _____ Zip _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s) of Scopes(s) of Bid	Race of Majority Owner	Sex of Majority Owner	Age of Firm	Annual Gross Receipts
	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Other	<input type="checkbox"/> Female <input type="checkbox"/> Male	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

☐ Subcontractor

Firm Name: _____ Certified DBE: ____Yes ____No Contractor License No. _____

Firm Address: _____ City _____ State ____ Zip _____

Contact Name: _____ Email Address: _____ Phone: _____

NAICS Code(s)	Race of Majority Owner	Sex of Majority Owner	Age of Firm	Annual Gross Receipts
	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American	<input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

Please copy page if you need to add more subcontractors.

DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

In the event a dispute arises concerning the bid process prior to the award of any contract, the party wishing resolution of the dispute shall submit a written request to County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the RFB/RFP or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Nate Greenberg, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the County's Purchasing Director be deemed final.



CONTRACT AGREEMENT

RUNWAY 12-30 SAFETY AREA IMPROVEMENT 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. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600**

Inyo County Public Works Department

**AGREEMENT
BETWEEN THE COUNTY OF INYO AND**

FOR

**RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT
AT THE
BISHOP AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, _____, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and _____ (hereinafter referred to as for the construction or removal of RUNWAY 12-30 SAFETY AREA IMPROVEMENT 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", and all of which is incorporated herein by this reference.
- II. TIME OF COMPLETION:** Refer to Section 80 Execution and Progress of the General Provisions. Contractor shall commence the Work on the dated specified in the Notice to Proceed and fully complete the work within 30 calendar days, the "Contract Time". By signing this agreement, County represents to COUNTY that the Contract Time is reasonable for completion of the work and that the Contractor will complete the Work within the Contract Time. Time limits stated in the Contract Documents are of the essence of the Contract.
- III. LIQUIDATED DAMAGES**
If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to COUNTY, as liquidated damages and not as a penalty, the sum of \$3,500 for each day after the expiration of the Contract Time that the Work remains incomplete. COUNTY and Contractor agree that if the Work is not completed within the Contract Time, COUNTY's damages would be extremely difficult or impracticable to determine and that the aforesaid amounts are reasonable estimates of and reasonable sums for such damages. COUNTY may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of COUNTY in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.
- IV. 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.

- V. **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.
- VI. **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.
- VII. **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.
- VIII. **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.

IX. 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.

X. 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.

XI. 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)].

XII. 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.

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

- XVII. AMENDMENTS.** Refer to Section 40 Scope of Work of the General Provisions. 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.
- XVIII. 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.

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 Notice Inviting Bids, 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, including Plans, 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. General Provisions;
 - d. Special Provisions;
 - e. Contract Forms;
 - f. 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 COUNTY, 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.

COUNTY 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.

COUNTY reserves the right to withhold payments to CONTRACTOR until such time the CONTRACTOR corrects the breach or the COUNTY elects to terminate the contract. The COUNTY's notice will identify a specific date by which the CONTRACTOR must correct the breach. COUNTY may proceed with termination of the contract if the CONTRACTOR fails to correct the breach by the deadline indicated in the COUNTY'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 all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or

refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a CONTRACTOR's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (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 COUNTY immediately upon discovery. The COUNTY 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 COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract

or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. **Subcontractors:** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

G. COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the COUNTY, a weekly statement on the wages paid to each employee performing on covered work during the prior week. COUNTY 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 COUNTY, 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 COUNTY, 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 COUNTY, 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 COUNTY).

(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 COUNTY, 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 COUNTY 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 identity, 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 (29 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 (✓) 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 COUNTY about its tax liability or conviction to the COUNTY, 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 COUNTY 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 COUNTY. Upon receipt of a written notice of termination, except as explicitly directed by the COUNTY, 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 COUNTY 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 COUNTY to protect and preserve property and work related to this contract that COUNTY will take possession.

COUNTY agrees to pay CONTRACTOR for:

- 3) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 4) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 5) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 6) reasonable and substantiated expenses to the CONTRACTOR directly attributable to COUNTY's termination action.

COUNTY will not pay CONTRACTOR for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the COUNTY'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. TERMINATION FOR CAUSE

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with COUNTY termination of this contract for cause due to default of the Contractor.

R. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the CONTRACTOR and all sub-tier CONTRACTORs must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XXV. ENTIRE AGREEMENT: This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including

correspondence, drafts, memoranda, and representations, are superseded in total by this Contract. If any provision of this agreement is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

XXVI. ATTACHMENTS: All attachments referred to are incorporated and made a part of this agreement. Attachments include:

Attachment "A:" BID SCHEDULE

Attachment "B:" INSURANCE PROVISIONS

---o0o---

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

COUNTY OF INYO

CONTRACTOR

Scott Marcelin, Board Chair

_____, Title

APPROVED AS TO FORM
AND LEGALITY

ATTEST: Nate Greenberg
County Clerk
Board of Supervisors

By _____
Inyo County Counsel

By: _____

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.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability** (if design build): Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

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

Attachment: 2024 Insurance Requirements for Special Projects and Services
REPAIR/MAINTENANCE OF RUNWAYS WHEN AIRPORT IS IN USE

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

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

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

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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



CONTRACT FORMS

RUNWAY 12-30 SAFETY AREA IMPROVEMENT 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. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600**

Inyo County Public Works Department

COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS
RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT
AT THE
BISHOP AIRPORT

AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. 3-06-0024-032-2005
COUNTY PROJECT NO: 630600

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

as Principal, hereinafter called Contractor, and, _____

(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called Owner, in the amount of _____
_____, (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Contract, dated _____ entered into an agreement with Owner for the Construction of the **RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT AT THE BISHOP AIRPORT**, to be constructed in accordance with the contract for the **RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT AT THE BISHOP AIRPORT**, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract".

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

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

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

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

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

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____, 20 ____.

(SEAL)

(Name of Corporate Surety)

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

(SEAL)

(Name of Contractor)

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 SAFETY AREA IMPROVEMENT PROJECT
AT THE
BISHOP AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600**

**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 SAFETY AREA IMPROVEMENT 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 SAFETY AREA IMPROVEMENT PROJECT AT THE BISHOP AIRPORT** which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT".

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

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in performance of the Contract. Labor and material is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____, 20____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo (attn: Public Works Director)
224 N. Edwards, P.O. Box N
Independence, California 93526**

NOTICE OF AWARD
FOR IMPROVEMENTS TO
BISHOP AIRPORT
RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT
BISHOP, CA

AIP NO. 3-06-0024-032-2025

TO: _____

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid for Schedule I, has been accepted in the amount of _____Dollars (\$_____).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance and Payment Bonds and Proofs of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Proofs of Insurance within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____ day of _____.

INYO COUNTY
(OWNER)

By _____
Ashley Helms
Deputy Public Works Director
Inyo County

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

_____, Contractor

By: _____

Date: _____

Title: _____

Telephone: _____

**CERTIFICATION OF INCLUSION OF LABOR &
EEO REQUIREMENTS IN SUBCONTRACTS**

AIP No.: 3-06-0024-032-2025

AIRPORT: BISHOP AIRPORT

The Prime Contractor whose signature appears below certifies that a Subcontract was awarded on _____ to _____ to perform the following Work:

_____ in the amount of \$_____.

All of the required clauses and certifications are incorporated into the Subcontract for this Work.

BY: _____
(Signature)

(Name and Title)

(Date)

Applicable to subcontracts over \$2,000 and as noted:

The Subcontractor whose signature appears below certifies that all the federal provisions identified in the Prime Contractor's agreement with the Owner for the above AIP project are incorporated into and made a part of its Subcontract.

The Subcontract should also contain Certificate of Non-segregated Facilities as a part of said Subcontract.

The Subcontractor whose signature appears below also acknowledges his responsibility under the Subcontract for including these clauses in any Lower Tier Subcontract.

BY: _____
(Signature)

(Name and Title)

(Date)

SOURCES OF LABOR RECEIVING STANDARD FORM 36
"NOTICE OF NON-DISCRIMINATION IN EMPLOYMENT"

SAFETY PLAN COMPLIANCE DOCUMENT

I, _____ (Name), (CONTRACTOR), have read the BISHOP AIRPORT, AIP No. 3-06-0024-032-2025 Construction Safety and Phasing Plan (CSPP), approved on _____ and will abide by it as written and with the following additions as noted:

Notes:

1. If no supplemental information is necessary for any specific section, write "NO SUPPLEMENTAL INFORMATION"
2. Do 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" operation;
- 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 – Areas and operations are identified in the CSPP.

NO SUPPLEMENTAL INFORMATION

4. PROTECTION OF NAVAIDS – Discuss specific methods proposed to protect operating NAVAIDs.

5. CONTRACTOR ACCESS – Provide the following:

- a. Details on how the integrity of the airport security fence will be maintained (gate guards, daily log of construction personnel, or other).
- b. List individuals required for driver training (as required).
- c. Radio communications:
 - i. Types of radios and backup capabilities;
 - ii. Who will be monitoring radios;
 - iii. Whom to contact if ATCT cannot reach the contractor's designated person by radio.
- d. Details on how material delivery vehicles will be escorted on site.

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 controlling FOD, including construction debris and dust.

8. HAZARDOUS MATERIAL (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;
- d. Batch plant details;

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 are identified in the CSPP.

NO SUPPLEMENTAL INFORMATION

13. SPECIAL CONDITIONS – Discuss proposed actions for each special condition identified in the CSPP.

14. RUNWAY AND TAXIWAY VISUAL AIDS – Discuss proposed visual aids (marking, lighting, signs, and visual NAVAIDs) 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. 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. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS – Discuss proposed methods of identifying, demarcating, and protecting airport surfaces (safety areas, object free areas, obstacle free zones, and approach/departure zones) including:

- a. Equipment and method for maintaining Runway or Taxiway Safety Area standards;
- b. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.

18. OTHER LIMITATIONS ON CONSTRUCTION – Other limitations (if any) shall be identified in the CSPP.

NO SUPPLEMENTAL INFORMATION

This Safety Plan Compliance Document (SPCD) must be submitted and approved by the Owner prior to issuing the Notice to Proceed for Construction. The contractor should allow at least two weeks for review by the Owner.

(CONTRACTOR) certifies that it understands the operational safety requirements of the CSPP and will not deviate from the approved CSPP and this SPCD unless written approval is granted by the Owner. It is our understanding that upon review and approval of this SPCD, we may request issuance of Notice to Proceed.

By _____
Title Date

NOTICE TO PROCEED
FOR IMPROVEMENTS TO
BISHOP AIRPORT
RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT
BISHOP, CA
AIP NO. 3-06-0024-032-2025

TO: _____

DATE: _____

You are notified that the Contract Time under the above Contract will commence to run on _____.
By that date, you are to start performing your obligations under the Contract Documents and you are to
complete the Work within thirty (30) consecutive calendar days thereafter. The date of completion of all Work
is therefore _____.

INYO COUNTY

By _____
Ashley Helms
Deputy Public Works Director
Inyo County

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

_____, Contractor

this the _____ day of _____

By: _____
(Title)

CONTRACT CHANGE ORDER NO. ____

or

SUPPLEMENTAL AGREEMENT NO. ____

AIRPORT: BISHOP AIRPORT

DATE:

LOCATION: BISHOP, CA

AIP NO.: 3-06-0024-032-2025

CONTRACTOR:

You are requested to perform the following described Work upon receipt of an approved copy of this document or as directed by the Engineer:

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
This Change Order Total			\$		
Previous Change Order(s) Total			\$		
Original Contract Price			\$		
Revised Contract Total			\$		

The time provided for completion in the Contract is (unchanged) (decreased) (increased) by _____ calendar days. This document shall become an Amendment to the Contract and all provisions of the Contract will apply. Changes are shown on the attached Quantities Tabulation.

Recommended by:

Engineer

Date

Approved by:

Owner

Date

Accepted by:

Contractor

Date

Approved by:

State Aviation

Date

Approved by:

See Page CO-2
Federal Aviation Administration

Date

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction. Otherwise, no Federal participation can be granted.

AIP NO.: 3-06-0024-032-2025

CHANGE ORDER NO.: _____

AIRPORT: BISHOP AIRPORT

LOCATION: BISHOP, CA

FAA Approval:

- ☐ This approval is subject to the availability of Federal funds and limitations of the Grant Agreement.
- ☐ This approval is subject to the availability of Federal funds and limitations of the Grant Agreement and comments in our letter dated _____.
- ☐ This approval is for record purposes only, with no Federal participation.

By: _____ Date _____
Program Manager, LA-ADO

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction. Otherwise, no Federal participation can be granted.

AIP NO.: 3-06-0024-032-2025

CHANGE ORDER NO. ____

AIRPORT: BISHOP AIRPORT

LOCATION: BISHOP, CA

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed Contract change(s) and location(s).

2. Reason(s) for the change(s). (Continue on reverse if necessary.)

3. Justifications for Unit Prices or Total Cost.

4. The Sponsor's share of this cost is available from:

5. If this is Supplemental Agreement involving more than \$2,000, is the Cost Estimate based on the latest wage rate decision? Yes ____ No ____ Not Applicable ____

6. Has Consent of Surety been obtained? Yes ____ No ____ Not Applicable ____

7. Will this change affect the insurance coverage? Yes ____ No ____

8. If yes, will the policies be extended? Yes ____ No ____

9. Has this Change Order been discussed with FAA officials?
Yes ____ No ____ When _____ With Whom _____

Comment _____

Submit four executed copies to the FAA.

APPLICATION FOR PAYMENT NO. ____

To INYO COUNTY (OWNER). Contract for BISHOP AIRPORT Improvements dated _____.
OWNER'S AIP No. 3-06-0024-032-2025 and LOCHNER No. PRJ# for Work accomplished through the date of _____.

ATTACH ITEMIZED LIST

Accompanying Documentation:	GROSS AMOUNT DUE	\$ _____
_____	LESS ____ % RETAINAGE	\$ _____
_____	NMGRT _____%	\$ _____
_____	AMOUNT DUE TO DATE	\$ _____
_____	LESS PREVIOUS PAYMENTS	\$ _____
_____	AMOUNT DUE THIS APPLICATION	\$ _____

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous Progress Payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of final acceptance of Project free and clear of all liens, claims, security interests and encumbrances.

Dated _____

CONTRACTOR

By _____

ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

Lochner
ENGINEER

By _____

OWNER'S Approval:

This Application is approved.

Dated _____

INYO COUNTY
SPONSOR

By _____

For this Pay Application (excluding the initial Payment Application) to be considered complete, it must be submitted with a Prompt Payment Certification in reference to the previous pay application documenting all subcontractor payments. Following the Final Prime Contractor Pay Application, a Prompt Payment Certification will be submitted to document project completion.

PROMPT PAYMENT CERTIFICATION

The Sponsor requires that all Subcontractors performing work on DOT-assisted and non-DOT contracts be promptly paid for work performed pursuant to their agreements in accordance with all relevant federal, state, and local laws. Prompt payment and return of retainage requirements also apply to lower-tier Subcontractors.

Prompt Payment Certification is required for all Pay Applications except the initial one.

A Final Prompt Payment Certification will be submitted following the Final Payment and Release of Retention.

The Prime Contractor will not be reimbursed for work performed by Subcontractors unless and until the Prime Contractor ensures that the Subcontractors are promptly paid for the work they have performed and provides proof of payment.

Prime Contractor

Firm Name _____ In Reference to Payment Application No. _____

Contact Name _____ Project No. _____

Email Address _____ Phone _____

Total Amount Paid in Referenced Pay Application \$ _____

Subcontractors Paid from the Reference Pay Application

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount Paid in Pay Application \$ _____ Total amount to date \$ _____

Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount Paid in Pay Application \$ _____ Total amount to date \$ _____

Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount Paid in Pay Application \$ _____ Total amount to date \$ _____

Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Firm Name _____ Contact Name _____

Email Address _____ Phone _____

Amount Paid in Pay Application \$ _____ Total amount to date \$ _____

Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Firm Name _____ Contact Name _____
Email Address _____ Phone _____
Amount Paid in Pay Application \$ _____ Total amount to date \$ _____
Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Firm Name _____ Contact Name _____
Email Address _____ Phone _____
Amount Paid in Pay Application \$ _____ Total amount to date \$ _____
Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Firm Name _____ Contact Name _____
Email Address _____ Phone _____
Amount Paid in Pay Application \$ _____ Total amount to date \$ _____
Type of Work Performed _____ Final Payment ☐ Yes ☐ No

Certification

By signing this document, the Prime Contractor certifies to the best of their knowledge that the information presented above is true and accurate. All work attributed to the referenced Payment Application has been performed in a satisfactory manner. The Prime Contractor has paid each Subcontractor listed in this form for satisfactory performance of its contract. Payment has been issued in accordance with Article 25 and all relevant federal, state, and local laws.

The Prime Contractor further has return retainage payments due to each Subcontractor after the Subcontractor's work is satisfactorily completed in accordance with General Provision 90-06 and all relevant federal, state, and local laws. Any delay or postponement of payment may only occur for good cause following written approval of the Sponsor.

Proof of payment is attached to this certification for each listed Subcontractor firm.

Signature _____ Date _____
Print Name _____ Title _____
Firm Name _____

Please copy page if you need to add more Subcontractors.



COUNTY PROVISIONS

RUNWAY 12-30 SAFETY AREA IMPROVEMENT 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. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600**

Inyo County Public Works Department

**RUNWAY 12-30 RUNWAY SAFETY AREA IMPROVEMENT PROJECT
AT THE
BISHOP AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600**

COUNTY PROVISIONS

SECTION 1. INSURANCE, DEFENSE, AND INDEMNIFICATION.....	1
SECTION 2 MINIMUM WAGES.....	1
2.01 CALIFORNIA MINIMUM WAGES	1
2.02 FEDERAL MINIMUM WAGES.....	1

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: CA20250020 03/21/2025

Superseded General Decision Number: CA20240020

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

Wage Determination is attached in the following pages.

"General Decision Number: CA20250020 03/21/2025

Superseded General Decision Number: CA20240020

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 \$17.75 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 2025.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:		. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.	

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/07/2025
4	02/21/2025
5	02/28/2025
6	03/14/2025
7	03/21/2025

ASBE0005-001 09/01/2023

INYO AND KERN

	Rates	Fringes
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36
Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....	\$ 49.58	25.27

ASBE0005-005 07/04/2022

INYO AND KERN

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from		

mechanical systems, whether
they contain asbestos or not)....\$ 23.52 13.37

ASBE0016-003 01/01/2024

MONO

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 64.56	25.07

BOIL0092-005 01/01/2024

INYO AND KERN

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

BOIL0549-003 01/01/2021

MONO COUNTY

	Rates	Fringes
BOILERMAKER.....	\$ 45.60	38.99

* BRCA0004-005 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.53	20.29

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

* BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.11	14.67
TERRAZZO WORKER/SETTER.....	\$ 49.62	15.26

BRCA0018-011 06/01/2023

	Rates	Fringes
TILE LAYER.....	\$ 48.29	19.18

BRCA0018-012 06/01/2024

KERN

	Rates	Fringes
MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in ""Rates' column are per day

CARP0213-004 01/01/2024

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 48.86	22.88
STOCKER/SCRAPPER.....	\$ 20.80	9.97

CARP0661-001 07/01/2021

	Rates	Fringes
CARPENTER		
(01) Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer....	\$ 51.03	16.28
(02) Millwright.....	\$ 52.10	16.48
(03) Piledrivermen; Derrick barge; Bridge or Dock Carpenter; Heavy framer; Rockslinger; Rock Bargeman; Scowman.....	\$ 51.73	16.28
(04) Shingler (Commercial).	\$ 51.17	16.28
(05) Table Power Saw Operator.....	\$ 52.13	16.28
(06) Pneumatic Nailer or Power Stapler.....	\$ 51.29	16.28
(07) Roof Loader of		

Shingles (Commercial).....	\$ 38.92	16.28
(08) Saw Filer.....	\$ 51.03	16.28
(09) Scaffold Builder.....	\$ 42.80	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

 CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

 ELEC0428-001 12/30/2024

	Rates	Fringes
CABLE SPLICER		
China Lake Naval Weapons Center, Edwards AFB.....	\$ 71.07	3%+20.19
Remainder of Kern County....	\$ 62.32	3%+20.19
ELECTRICIAN		
China Lake Naval Weapons Center, Edwards AFB.....	\$ 65.40	3%+20.19
Remainder of Kern County....	\$ 53.65	3%+20.19

 ELEC0428-003 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

	Rates	Fringes
Communications System		
Installer		
China Lake Naval Weapons Center.....	\$ 54.30	3%+19.64
Edwards AFB.....	\$ 50.79	3%+19.64
KERN COUNTY.....	\$ 44.66	3%+19.64

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control

systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0477-001 06/01/2024

INYO AND MONO

	Rates	Fringes
ELECTRICIAN.....	\$ 53.15	3%+27.48

CABLE SPLICER: \$1.50 above Electrician.
TUNNEL WORK: 10% above Electrician.

ZONE PAY:
Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors
Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.26
(3) Groundman.....	\$ 40.76	21.76
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day

and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2025

	Rates	Fringes
--	-------	---------

ELEVATOR MECHANIC.....	\$ 69.43	38.435+a+b
------------------------	----------	------------

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
--	-------	---------

OPERATOR: Power Equipment
(DREDGING)

(1) Leverman.....	\$ 64.10	38.75
(2) Dredge dozer.....	\$ 58.13	38.75
(3) Deckmate.....	\$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	\$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	38.75
(6) Barge Mate.....	\$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
--	-------	---------

OPERATOR: Power Equipment
(All Other Work)

GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80

GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator

(includes loed, lull or similar types under 5 tons;
Generator operator; Generator, pump or compressor plant
operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank
operator);Coil Tubing Rig Operator, Concrete mixer
operator-skip type; Conveyor operator; Fireman; Forklift
operator (includes loed, lull or similar types over 5 tons;
Hydrostatic pump operator; oiler crusher (asphalt or
concrete plant); Petromat laydown machine; PJU side dum
jack; Screening and conveyor machine operator (or similar
types); Skiploader (wheel type up to 3/4 yd. without
attachment); Tar pot fireman; Temporary heating plant
operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar
type (Skid steer); Equipment greaser (rack); Ford Ferguson
(with dragtype attachments); Helicopter radioman (ground);
Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or
similar type); Boring machine operator; Boxman or mixerman
(asphalt or concrete); Chip spreading machine operator;
Concrete cleaning decontamination machine operator;
Concrete Pump Operator (small portable);Direct Push
Operator (Geoprobe or similar types) Drilling machine
operator, small auger types (Texoma super economatic or
similar types - Hughes 100 or 200 or similar types -
drilling depth of 30' maximum); Equipment greaser (grease
truck); Guard rail post driver operator; Highline cableway
signalman; Hydra-hammer-aero stomper; Micro Tunneling
(above ground tunnel); Power concrete curing machine
operator; Power concrete saw operator; Power-driven jumbo
form setter operator; Power sweeper operator; Rock Wheel
Saw/Trencher; Roller operator (compacting); Screed operator
(asphalt or concrete); Trenching machine operator (up to 6
ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant
engineer; Batch plant operator; Bit sharpener; Concrete
joint machine operator (canal and similar type); Concrete
planer operator; Dandy digger; Deck engine operator;
Derrickman (oilfield type); Drilling machine operator,
bucket or auger types (Calweld 100 bucket or similar types
- Watson 1000 auger or similar types - Texoma 330, 500 or
600 auger or similar types - drilling depth of 45'
maximum); Drilling machine operator; Hydrographic seeder
machine operator (straw, pulp or seed), Jackson track
maintainer, or similar type; Kalamazoo Switch tamper, or
similar type; Machine tool operator; Maginnis internal full
slab vibrator, Mechanical berm, curb or gutter(concrete or
asphalt); Mechanical finisher operator (concrete,
Clary-Johnson-Bidwell or similar); Micro tunnel system

(below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single

engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Textoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50

yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator,

operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to

and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E,

SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County,

until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0155-002 01/01/2025

INYO and MONO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.75	34.45

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Edwards AFB

IRON0155-003 01/01/2025

KERN COUNTY

	Rates	Fringes
IRONWORKER.....	\$ 50.70	35.15

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Edwards AFB

LABO0220-002 07/01/2022

KERN COUNTY

Rates Fringes

LABORER (TUNNEL)

GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30

LABORER

GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and

switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0220-005 07/01/2024

KERN COUNTY

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LABO0300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2024

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 53.48	22.77
GROUP 2.....	\$ 52.53	22.77
GROUP 3.....	\$ 48.99	22.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-001 07/01/2022

INYO AND MONO COUNTIES

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator

(walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock

slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader;

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-004 07/01/2024

INYO AND MONO COUNTIES

Rates Fringes

Brick Tender.....\$ 41.53 22.54

LABO1184-001 07/01/2024

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 45.34	20.06
(2) Vehicle Operator/Hauler.	\$ 45.51	20.06
(3) Horizontal Directional Drill Operator.....	\$ 47.36	20.06
(4) Electronic Tracking Locator.....	\$ 49.36	20.06
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 46.65	23.17
GROUP 2.....	\$ 47.95	23.17
GROUP 3.....	\$ 49.96	23.17
GROUP 4.....	\$ 51.70	23.17

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all

related machinery and equipment

PAIN0036-009 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 45.20	26.82

PAIN0036-021 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter.....	\$ 34.08	18.50
(2) Repaint.....	\$ 26.40	17.02
(4) All other work.....	\$ 34.08	18.50
(5) Industrial.....	\$ 41.42	19.04

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.
HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0169-002 01/01/2023

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

PAIN1247-001 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 45.15	19.43

PLAS0200-007 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING
CENTER:

\$3.00 additional per hour.

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	27.11

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

PLUM0460-002 09/01/2024

	Rates	Fringes
PLUMBER (Plumber, Pipefitter, Steamfitter, Refrigeration).....	\$ 59.48	26.61
China Lake, Marine Warfare Training Center.....	\$ 69.98	26.61
Edwards Air Force Base.....	\$ 66.48	26.61

FOOTNOTE: Work from a swinging scaffold, swinging basket,
spider or from a bosun chair: 10% above the regular rate of
pay for that day.

ROOF0027-001 09/01/2024

	Rates	Fringes
ROOFER.....	\$ 45.76	16.86

FOOTNOTE: Work with pitch, pitch base or pitch impregnated
products or any material containing coal tar pitch, on any
building old or new, where both asphalt and pitchers are
used in the application of a built-up roof or tear off:
\$2.00 per hour additional.

SFCA0669-007 01/01/2025

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.45	28.50

SHEE0105-003 01/01/2025

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 59.31	30.43
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechatural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

SHEE0105-004 07/01/2023

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.98	29.24

TEAM0011-002 07/01/2024

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 39.59	34.34
GROUP 2.....	\$ 39.74	34.34
GROUP 3.....	\$ 39.87	34.34
GROUP 4.....	\$ 40.06	34.34
GROUP 5.....	\$ 40.09	34.34
GROUP 6.....	\$ 40.12	34.34
GROUP 7.....	\$ 40.37	34.34
GROUP 8.....	\$ 40.62	34.34
GROUP 9.....	\$ 40.82	34.34
GROUP 10.....	\$ 41.12	34.34
GROUP 11.....	\$ 41.62	34.34
GROUP 12.....	\$ 42.05	34.34

WORK ON ALL MILITARY BASES:
PREMIUM PAY: \$3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,

El Centro Naval Facility, Fort Irwin, Marine Corps
Logistics Base at Nebo & Yermo, Mountain Warfare Training
Center, Bridgeport, Point Arguello, Point Conception,
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
axles; Boot person; Cement mason distribution truck; Fuel
truck driver; Water truck - 2 axle; Dump truck, less than
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
person (\$0.50 additional for tire person); Pipeline and
utility working truck driver, including winch truck and
plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of
vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine
with attachments; Winch truck driver - \$1.25 additional
when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated

rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION"



FEDERAL PROVISIONS

RUNWAY 12-30 SAFETY AREA IMPROVEMENT 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. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600**

Inyo County Public Works Department

ACCESS TO RECORDS AND REPORTS
(2 CFR § 200.334, 2 CFR § 200.337, and FAA Order 5100.38)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, 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, excerpt 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.

BREACH OF CONTRACT TERMS
(2 CFR § 200 Appendix II(A))

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.

Sponsor 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. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Contractor must correct the breach. Sponsor may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Sponsor'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.

CIVIL RIGHTS-GENERAL
(49 USC § 47123)

4.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements. 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.

4.2 Specific Clause that is used for General Contract Agreements. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

- 4.3 Specific Clause that is used for Lease Agreements or Transfer Agreements.** If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

**CIVIL RIGHTS - TITLE VI ASSURANCES
(49 USC § 47123 and FAA Order 1400.11)**

- 5.1 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 § 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 (42 USC § 12101, et seq) (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) 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 (ensure 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).

5.2 Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- 1) Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, 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 all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information,

the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- 5) Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL
(2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq)

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 §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS
(2 CFR Part 200, Appendix II(E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704)

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

7.1 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.

7.2 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.

7.3 Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) 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 any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

7.4 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.

**COPELAND "ANTI-KICKBACK" ACT
(2 CFR § 200, Appendix II (D) and 29 CFR Parts 3 and 5)**

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 Sponsor, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Sponsor must report any violations of the Act to the Federal Aviation Administration.

**DAVIS BACON REQUIREMENTS
(2 CFR Part 200, Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b),
40 USC §§ 3141-3144, 3146, and 3147)**

9.1 MINIMUM WAGES.

- a. 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.

b.

- i.** 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:
 - (a)** The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (b)** The classification is utilized in the area by the construction industry; and
 - (c)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- ii.** 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 notify the contracting officer within the 30-day period that additional time is necessary.
- iii.** 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 notify the contracting officer within the 30-day period that additional time is necessary.

- iv. 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.
- v. 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.

9.2 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.

9.3 Payrolls and Basic Records.

- a. 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.

b.

- i.** 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).
- ii.** 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:

 - (a)** 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 maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;
 - (b)** 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;

- (c) 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.
 - (d) 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.
 - (e) 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.

9.4 Apprentices and Trainees.

- a. 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.

- b. 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.
- c. 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.

9.5 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.

9.6 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 compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

9.7 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.

9.8 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.

9.9 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.

9.10 Certification of Eligibility.

- a. 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).
- b. 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).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

**DISADVANTAGED BUSINESS ENTERPRISE
(49 CFR Part 26)**

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:

- (a) Withholding monthly progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

The requirements of 49 CFR Part 26 apply to this contract. It is the policy of the [Sponsor](#) to practice nondiscrimination based on race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the award or performance of this contract. The Sponsor encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Sponsor has established a Small Business Element in accordance with 49 CFR Part 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their

participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation, the prime contractor should make every effort to solicit small business concerns (as defined in 13 CFR Part 121) to participate as sub-contractors, service providers, suppliers, etc.

DISTRACTED DRIVING
(Executive Order 13513 and DOT Order 3902.10)

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 Sponsor 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.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**
(2 CFR § 200, Appendix II(K), 2 CFR § 200.216)

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)).

EQUAL EMPLOYMENT OPPORTUNITY (EEO)
(2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)

13.1 EQUAL OPPORTUNITY CLAUSE

13.1.1 During the performance of this contract, the Contractor agrees as follows:

- a.** 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 identity, 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.

- b.** 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.
- c.** 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.
- d.** 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.
- e.** 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.
- f.** 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.
- g.** 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.
- h.** The Contractor will include the provisions of paragraphs (a) through (h) 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.

13.2 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

13.2.1 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:
 - (i)** Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii)** Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (iii)** 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
 - (iv)** 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).

13.2.2 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.

13.2.3 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.

13.2.4 The Contractor shall implement the specific affirmative action standards provided in paragraphs 13.2.7a through 13.2.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

13.2.5 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.

13.2.6 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.

13.2.7 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 as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i.** Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's 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 single-user toilets 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 supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

13.2.8 Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (13.2.7a through 13.2.7p). 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 13.2.7a through 13.2.7p 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.

13.2.9 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).

13.2.10 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.

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

13.2.12 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.

13.2.13 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.

13.2.14 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.

13.2.15 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).

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
(31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(I),
and 49 CFR Part 20, Appendix A)

CERTIFICATION REGARDING LOBBYING

14.1 The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

14.1.1 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.

14.1.2 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.

14.1.3 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.

PROHIBITION OF SEGREGATED FACILITIES (2 CFR Part 200, Appendix II(C), 41 CFR Part 60-1)

15.1 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.

15.2 "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.

15.3 The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (29 CFR Part 1910)

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.

PROCUREMENT OF RECOVERED MATERIALS
(2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247,
42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA)))

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 of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- (a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- (b) 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 compliance with the contract performance schedule;
- (b) Fails to meet reasonable contract performance requirements; or
- (c) Is only available at an unreasonable price.

TAX DELINQUENCY AND FELONY CONVICTIONS
(Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and Similar Provisions in Subsequent Appropriations Acts. DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- (a) 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.
- (b) 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 Sponsor about its tax liability or conviction to the Sponsor, 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.

TERMINATION OF CONTRACT

(2 CFR Part 200, Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)

TERMINATION FOR CONVENIENCE

The Sponsor 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 Sponsor. Upon receipt of a written notice of termination, except as explicitly directed by the Sponsor, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- (a) Contractor must immediately discontinue work as specified in the written notice.
- (b) Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- (c) Discontinue orders for materials and services except as directed by the written notice.

- (d) Deliver to the Sponsor 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.
- (e) Complete performance of the work not terminated by the notice.
- (f) Take action as directed by the Sponsor to protect and preserve property and work related to this contract that Sponsor will take possession.

Sponsor agrees to pay Contractor for:

- (a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- (b) 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;
- (c) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- (d) reasonable and substantiated expenses to the Contractor directly attributable to Sponsor's termination action.

Sponsor will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Sponsor's termination action.

The rights and remedies this clause provide are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Sponsor termination of this contract due to default of the Contractor.

TRADE RESTRICTION CLAUSE (49 USC § 50104, 49 CFR Part 30)

TRADE RESTRICTION CERTIFICATION

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

- (a) 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);

- (b) 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
- (c) 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 Sponsor 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:

- (a) 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
- (b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- (c) 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 Sponsor cancellation of the contract or subcontract for default at no cost to the Sponsor or the FAA.

**VETERAN'S PREFERENCE
(49 USC § 47112(c))**

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.

**DOMESTIC PREFERENCES FOR PROCUREMENTS
(2 CFR § 200.322, 2 CFR Part 200, Appendix II(L))**

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.



GENERAL PROVISIONS

RUNWAY 12-30 SAFETY AREA IMPROVEMENT 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. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600**

Inyo County Public Works Department

GENERAL CONTRACT 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.

Paragraph Number	Term	Definition
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.
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 states that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days stated in the proposal allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts

Paragraph Number	Term	Definition
		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.
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.

Paragraph Number	Term	Definition
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, supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
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

Paragraph Number	Term	Definition
		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 Sp0nsor .
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

Paragraph Number	Term	Definition
		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.
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 and not otherwise classified herein.
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.

Paragraph Number	Term	Definition
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None.

END OF SECTION 10

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (NOTICE TO BIDDERS). See Notice Inviting Bids.

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 with 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*.

Mobilization is limited to ten (10 percent) of the total project cost per schedule, as bid, with mobilization included into the total.

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 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 the 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 submitted online per system requirements. No proposal will be considered unless received as specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening will not be accepted.

20-12 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw and/or revise (by withdrawal of one proposal and submission of another) a proposal in the online system, provided that the bidder's request for withdrawal is received by the online before the deadline specified for opening bids.

20-13 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened and on the online portal at the time specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to log in to review. Proposals that have been withdrawn from the system prior to the time of opening shall not be included.

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 the dates specified in the Notice to Bidders and Instructions to Bidders.

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 in accordance with the Notice Inviting Bids and Acceptance Section of Bid Proposal.

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 with 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 also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 OMITTED ITEMS. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 FINAL CLEANUP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from

the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

SECTION 50 CONTROL OF WORK

50-01 AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing,

and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraph contained in the Special Provisions conflicts 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. See Special Provisions section of these Contract Documents.

50-05 COOPERATION OF CONTRACTOR. The Contractor shall be supplied with electronic PDF copy of the plans and specifications. The Contractor shall have available on the construction site at all times one (1) 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 re-establishment 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 the 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 performing the initial control survey, submit a methodology statement to the Engineer for their review, complete with survey equipment to be utilized and with information as to the accuracy of the equipment.

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): as agreed upon in the pre-construction meeting.

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.

Construction Staking and Layout includes, but is not limited to:

- a.** Clearing and Grubbing perimeter staking.
- b.** Rough Grade slope stakes at 100-foot stations.
- c.** Drainage Swales slope stakes and flow line blue tops at 50-foot stations.

Subgrade blue tops at 25-foot stations and 25-foot offset distance (maximum) for the following section locations:

- a.** Runway – minimum five (5) per station
- b.** Taxiways – minimum three (3) per station
- c.** Holding apron areas – minimum three (3) per station
- d.** Roadways – minimum three (3) per station

Base Course blue tops at 25-foot stations and 25-foot offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station

Pavement areas:

- a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot stations.
- b. Between Lifts at 25-foot stations for the following section locations:
 - (1) Runways – each paving lane width
 - (2) Taxiways – each paving lane width
 - (3) Holding areas – each paving lane width
- c. After finish paving operations at 50-foot stations:
 - (1) All paved areas – Edge of each paving lane prior to next paving lot
- d. Shoulder and safety area blue tops at 50-foot stations and at all break points with maximum of 50-foot offsets.
- e. Fence lines at 100-foot stations minimum.
- f. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.
- g. Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.
- h. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).
- i. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (that is, paving lane).

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-08 AUTHORITY AND DUTIES OF QUALITY ASSURANCE (QA) INSPECTORS. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not

authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under the 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 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 a 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 an 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 by the Contractor's laboratory, 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 Contractor 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 Contractor. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work.

The Contractor shall employ a testing organization to perform all required Quality Control and Acceptance tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. A legible, handwritten copy of all test data shall be provided to the RPR DAILY, along with electronic 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.

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 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. An Engineer/RPR field office is not required.

The Contractor will provide and maintain temporary sanitary facilities solely for the use of the RPR and Engineering personnel for the duration of the construction project. No other personnel shall be permitted

to use the sanitary facilities. The Contractor is required to maintain the sanitary facilities in a neat and clean manner, ensuring proper ventilation and an adequate supply of toilet room supplies.

60-06 STORAGE OF MATERIALS. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: None.

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.

Representatives of the Owner or the Engineer are not responsible during site visits or as a result of observations or inspections of the Contractor's work in progress for any safety precautions or programs incident to the Work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to safety precautions or programs.

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 plan sheet can be found on the last sheet of the project plans. The CSPP report can be found in the Special Provisions of the Contract Documents.

70-09 USE OF EXPLOSIVES. The use of explosives is not permitted on this project.

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 (CSPP) 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.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatsoever, the Contractor, *at their own expense*, 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 and the Owners are indicated as follows:
Contact airport manager.

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 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.

70-15.1 FAA FACILITIES AND CABLE RUNS. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner & airport manager a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the airport manager and FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

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, district, 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. See Contract Agreement.

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 25 percent 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 Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 5 days of the NTP date. The Contractor shall notify the RPR at least 48 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations 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 coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 21 calendar days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. 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 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 48 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:

Portions of the AOA will be closed to aircraft operation intermittently as described in the Special Provisions.

See the Construction Safety and Phasing Plan for AOA Closures.

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 AIRPORT 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 the 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 calendar days 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 CALENDAR DAYS. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-workdays. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, 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 the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

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
I	\$3,500 Per Calendar Day	30 Calendar Days

The maximum construction time allowed for Schedule I will be the sum of the time allowed for individual schedules but not more than 30 days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

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.

The method of measurement and computations 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 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 may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds 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

Term	Description
	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.
Asphalt Material	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F 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 or hundredweight.
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.
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. The use of spring balances will not be permitted.

Term	Description
	<p>In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
Rental Equipment	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
Pay Quantities	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 PAYMENT FOR EXTRA WORK. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 PARTIAL PAYMENTS. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. 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 for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than seven (7) days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within seven (7) 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.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR 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.

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 seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within fourteen (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, monthly and final, 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



SPECIAL PROVISIONS

RUNWAY 12-30 SAFETY AREA IMPROVEMENT 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. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600**

Inyo County Public Works Department

SPECIAL PROVISIONS

1. **GENERAL.** Work to be done under this Agreement consists of furnishing all labor, materials, equipment and accessories and performing all operations necessary to complete the Work in accordance with the Drawings and Specifications.
The following "Special Provisions" shall govern in case of any discrepancies in any or all of the following Specifications, and the intent, either expressed or implied in these "Special Provisions", shall govern in the interpretation of the Plans and Specifications.
The Bidder is required to examine carefully the site of the Proposed Work, the Proposal, Plans and Specifications. He shall satisfy himself as to the character, quality and quantities of Work to be performed, materials to be furnished, and as to the requirements of these Specifications. The submission of the Proposal shall be evidence that the Bidder has conducted such an examination.
2. **WORK SCHEDULE AND PROJECT PHASING.** After the Award of Contract and prior to receiving the Notice to Proceed, the Contractor shall submit to the Engineer a Safety Plan Compliance Document. The Sponsor reserves the right to request changes in the sequence of Project schedules if such change is required in the interest of safety or airport operation. The Project schedule shall clearly identify runway closure time(s) which shall be kept to the absolute minimum necessary.
Construction shall be phased in a manner to minimize disruption to air traffic operations.
The runway will be closed for the duration of the project.
3. **PRE-CONSTRUCTION CONFERENCE.** After the Notice to Proceed has been issued and prior to commencement of any Work, the Airport Manager as the Sponsor's Representative will meet with the Engineer and the Contractor to discuss the Work in general, including administrative matters, the Contractor's Quality Control Program, accident prevention, and safety; to answer any questions of the Engineer or Contractor; and to resolve any potential problems before the Work commences.
4. **UTILITIES.** All known existing utilities have been depicted on the Plans as accurately as possible. In many cases, exact location, depth, and pipe size and type are not known. The Contractor is responsible for contacting appropriate utility locator services prior to construction. The Contractor shall attempt to locate the Sponsor's and/or FAA's underground cables prior to construction. Damage to the underground cables by the Contractor will require replacement by the Contractor at no cost to the Sponsor. Any splicing or replacement of damaged cable shall meet current FAA specifications. Any utilities required by the Contractor for the prosecution of the Work shall be paid for by the Contractor.
5. **PERMITS, TAXES, & COMPLIANCE WITH LAWS.** The Contractor shall procure and pay for all permits, taxes, licenses, and bonds necessary for the prosecution of his Work, and/or required by local, State, and Federal regulations, and laws, as pertains particularly to permits and transportation of materials and equipment, or other operations which are not a specific requirement of these Specifications. The Contractor shall give all notices, pay all fees and taxes, and comply with all Federal, State and local laws, ordinances, rules, and regulations, and building and construction codes bearing on the conduct of the Work. Costs of compliance and/or all taxes shall be included in the Unit Prices Bid for each Contract Item.
6. **HAUL ROADS.** The Contractor shall obtain approval from the Engineer prior to establishing haul roads within the airport property. Once established, the haul roads shall be utilized for all equipment traffic, and the equipment shall not be allowed to stray or wander away from the established routes. The haul roads shall be the responsibility of the Contractor and shall be maintained and kept in good order at all times. Water when required, shall be applied at the locations and in the amounts necessary to minimize dust and dirt in the air operations area. Haul roads across any active runway or taxiway shall be kept clean and in good order at all times. The Contractor shall repair any damage caused by the movement of equipment on any of the haul roads, whether in designated or undesignated areas. After completion of the Project, the Contractor shall be required to regrade any unpaved portions of the haul road and to reseed the area with local native grasses to match the

existing conditions of the area. The performance of any Work as specified by this provision, including watering, maintenance, and repair of the haul roads, shall not be measured and paid for directly, but shall be considered as necessary and incidental to the Work.

7. **AIRPORT SECURITY.** During the construction operations, the Contractor will be allowed to utilize an agreed upon number of airport accesses as entrances to the construction site. These gates and the associated haul roads shall be designated by the Engineer. The Contractor shall be required to keep these gates and all other temporary gaps in fencing closed during non-construction hours and guarded as necessary during construction hours to secure the airport property and protect it from unauthorized access from personnel and vehicles, livestock, wildlife, etc. Occupants of any vehicles allowed on the airport shall be the responsibility of the Contractor and the Contractor shall control which vehicles are allowed to enter the airport property during construction except for normal airport operations uses.
8. **CLOSURE OF AIR OPERATIONS AREA.** Barricades are considered a necessary and incidental part of the work, and no separate measurement or payment will be made therefore. The Contractor shall consider the costs and distribute them to the various bid items.
9. **ACCIDENT PREVENTION.** Precautions shall be exercised at all times for the protection of persons (including employees) and property, and that the safety provisions of applicable laws and of applicable building construction codes shall be observed, and that machinery, equipment, and explosives shall be guarded and all hazards shall be eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.
10. **STANDARD OF CARE/WARRANTY.** The Contractor shall perform all of the work required under the Contract Documents, in accordance with the expertise and skill that would be expected of a Contractor, expert in airport construction projects in general, and the Work required under the Contract Documents, in particular. In addition, the Contractor warrants that materials and equipment furnished under the Contract Documents will be of good quality and new, unless otherwise required by the Contract Documents, that the Work will be free from defects not inherent in the Work involved, and that the Work will conform, in all respects, to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes defects due to abuse not caused by the Contractor, Subcontractors, or other third parties operating under the direction or control of the Contractor, modifications not executed or approved by the Contractor, improper or insufficient maintenance, by the Sponsor, improper operation by the Sponsor, or normal wear and tear under normal usage.
11. **CSPP VIOLATION PENALTIES.**

Penalty for moving violation of Airport CSPP. In addition to the suspension of work outlined in GP 80-04 and elsewhere in the Construction Agreement, a driver who causes an incursion into an open runway area will be prohibited from driving any vehicle in the AOA until the contractor demonstrates understanding of the cause of the violation. A written proposed change in construction operations ensuring the cause is remedied shall be submitted by the Contractor to the Sponsor and the change must have been implemented to reinstate their AOA driving privileges. The second violation for the same driver will result in them and their immediate supervisor having their AOA driving privileges revoked for the duration of the project in progress at the time of the second violation.

Penalty for non-moving violations of Airport CSPP. These violations do not include driving violations but all other CSPP violations, such as the improper layout of barricades, construction traffic routing, or lack of communicating required events to Sponsor or Engineer. In addition to the suspension of work outlined in GP 80-04 and elsewhere in the Construction Agreement, all construction items' acceptance testing and measurement for payment shall cease at no cost to the project or Sponsor. Work may only resume after the violation is remedied.

None of this shall be construed as relating to any standard or recognized construction and construction safety activities outside of the CSPP. The Contractor is solely responsible for all recognized safety items relating to all aspects of applicable construction activities and material supply logistics operations. Such activities include, but are not limited to, OSHA requirements, trench shoring, proper driver licensing, personal protective equipment, confined space activities, asphalt and concrete plant safety, etc. The Sponsor and the Engineer have no authority or burden of review or acceptance of any such safety items and practices.

12. **STORMWATER DISCHARGE PERMIT.** The Contractor shall secure and maintain a General Permit for Storm Water Discharges from Construction Sites for this project in accordance with Section 402(p) of the Federal Clean Water Act and Section 405 of the Federal Water Quality Act of 1987. A Notice of Intent shall be filed by the Contractor. Additionally, the Contractor shall maintain any required stormwater or water quality control permits required by the state, municipality, or other governing body or agency.
13. **SAFETY.** Representatives of the Owner or the Engineer are not responsible during site visits or as a result of observations or inspections of the Contractor's work in progress for any safety precautions or programs incident to the Work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to safety precautions or programs.
14. **FAA ADVISORY CIRCULARS.** The Contractor shall meet the requirements of the following FAA Advisory Circulars, and any others referenced within the project documents.

FAA AC 150/5370-2G Operational Safety on Airports During Construction
https://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5370-2G.pdf

FAA AC 150/5340-1M Standards for Airport Markings
https://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5340-1M-Chg-1-Airport-Markings.pdf

15. **CONTRACTORS AFFIDAVIT.** In addition to indemnification of the Owner on the release of claims that is to be delivered prior to the final payment, the Contractor shall extend that indemnification to Lochner.
16. **PROTECTION OF AIRPORT PAVEMENT.** The Contractor is specifically cautioned that this airport was constructed to support light aircraft. Pavement and other structures on the airport project site are not rated the same as the surrounding roadway network. Pavement or other structures damaged by the Contractor's equipment or operations must be repaired or replaced to a condition as good, or better than before the project began. Cost of this repair or replacement shall be borne solely by the Contractor.
17. **EXCAVATION AND EMBANKMENT.** (Less) (More) material will be excavated than is required for the construction of embankments. For (Schedule I), approximately 2,132 cy of excavation is required and approximately 2,687 cy of embankment is required. For (Schedule II), approximately 22 cy of excavation is required and approximately 1,932 cy of embankment is required. These volumes are unadjusted and do not include any estimate of "shrinkage." The (excess material) shall be wasted (on the Airport) (as directed by the Airport Manager). For acceptance purposes, area shown as future building pads shall be treated as area to be paved.
18. **SUBMISSIONS.** Submit to the RPR, working drawings, material submittals, request for information, grade verifications, work plans and all other documents requiring review and comment by the RPR. The RPR will review and return to the Contractor. If returned for correction, correct and resubmit. Unless otherwise required by the contract, for the RPR's review, allow at least two weeks per submission. Time for review by the RPR shall not be considered for extension of the contract time. Submit complete sets of working drawings, material submittals, request for information, grade verifications, work plans and all other documents requiring review and comment by the RPR. The RPR will not review partial sets of working drawings, material submittals, request

for information, grade verifications, work plans and all other documents requiring review and comment by the RPR without prior approval.

Submit working drawings, material submittals, request for information, grade verifications, work plans and all other documents requiring review and comment by the RPR with a transmittal letter including the following:

- Project name and number,
- Material name and specification number of material.
- A list of enclosed drawing sheets, and
- A list of changes, when applicable.

BISHOP AIRPORT

Bishop, California

CONSTRUCTION SAFETY AND PHASING PLAN

SCHEDULE I

RUNWAY 12/30 END RSA IMPROVEMENTS

AIP No. 3-06-0024-032-2025

Lochner No. 24149

April 2025



Prepared By:



LOCHNER
715 Horizon Drive, Suite 225
Grand Junction, Colorado 81506
(970) 242-0101

In Association With:



LUMOS & ASSOCIATES
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762
(916) 980-5270

TABLE OF CONTENTS

1.0	COORDINATION (SECTION 2.5)	1
1.1	Project Description	1
1.2	Contractor Progress Meetings	1
1.3	Scope or Schedule Changes	1
1.4	FAA Air Traffic Organization Coordination	1
2.0	PHASING (SECTION 2.6)	1
2.1	Phasing Elements	2
2.1.1	Phase 1 – Schedule I	2
2.2	Construction Safety Drawings	2
3.0	AREAS & OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY (SECTION 2.7)	2
3.1	Mitigation of Effects	4
4.0	NAVIGATION AIDS (NAVAIDS) PROTECTION (SECTION 2.8)	4
5.0	CONTRACTOR ACCESS (SECTION 2.9)	4
5.1	Location of Stockpiled Construction Materials	5
5.2	Vehicle and Pedestrian Operations	5
6.0	WILDLIFE MANAGEMENT (SECTION 2.10)	6
6.1	Trash	6
6.2	Standing Water	6
6.3	Tall Grass and Seeds	6
6.4	Poorly Maintained Fencing and Gates	6
6.5	Disruption of Existing Wildlife Habitat	6
7.0	FOREIGN OBJECT DEBRIS MANAGEMENT (SECTION 2.11)	7
8.0	HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT (SECTION 2.12)	7
9.0	NOTIFICATION OF CONSTRUCTION ACTIVITIES (SECTION 2.13)	7
9.1	Maintenance of a List of Responsible Representatives / Points of Contact	7
9.2	Notices to Airmen	8
9.3	Emergency Notification Procedures	8
9.4	Coordinate with Airport Rescue and Fire Fighting (ARFF) Personnel	9
9.5	Notification to the FAA	9

10.0	INSPECTION REQUIREMENTS (SECTION 2.14).....	9
10.1	Daily (Or More Frequent Inspections).....	9
10.2	Final Inspections	9
11.0	UNDERGROUND UTILITIES (SECTION 2.15)	10
12.0	PENALTIES (SECTION 2.16).....	10
12.1	Safety Violations	10
12.2	Penalty for Moving and Non-Moving Violation of Airport CSPP.....	10
13.0	SPECIAL CONDITIONS (SECTION 2.17)	11
13.1	Two-Way Radio Communication Procedures	11
13.2	Required Escorts	11
13.3	Training Requirements of Vehicle Drivers	11
13.4	Maintenance of the Secured Area of the Airport	12
14.0	RUNWAY AND TAXIWAY VISUAL AIDS (SECTION 2.18)	12
14.1	General	12
14.2	Markings	13
14.3	Lighting and Visual NAVAIDs	13
14.4	Signs	13
14.4.1	Existing Signs.....	13
14.4.2	Temporary Signs	13
15.0	MARKING AND SIGNS FOR ACCESS ROUTES (SECTION 2.19)	13
16.0	HAZARD MARKING AND LIGHTING (SECTION 2.20).....	13
16.1	Purpose.....	13
16.2	Equipment.....	14
17.0	WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION (SECTION 2.21)	14
18.0	PROTECTION (SECTION 2.22)	14
18.1	Runway and Taxiway Safety Area.....	15
18.2	Runway Object Free Area.....	15
18.3	Taxiway Object Free Area.....	15
18.4	Obstacle Free Zone.....	16
18.5	Runway Approach/Departure Surfaces	16
19.0	OTHER LIMITATIONS ON CONSTRUCTION (SECTION 2.23)	16
19.1	Prohibitions.....	16

19.2 Restrictions.....	16
------------------------	----

LIST OF APPENDICES

Appendix A	CSPP Drawings
------------	---------------

BISHOP AIRPORT
AIP NO. 3-06-0024-0XX-2025

The Contractor shall prepare a detailed Safety Plan Compliance Document (SPCD) as stated in the Advisory Circular 150-5370-2G. The SPCD should include a general statement by the Contractor that he/she has read and will abide by the Construction Safety and Phasing Plan (CSPP). In addition, the Contractor's SPCD shall identify specific methods, sequencing, and phasing that he/she intends to use in order to accomplish the project work. The final SPCD shall be the result of a coordinated effort between the Sponsor, the Engineer, and the Contractor.

The Contractor shall adhere to the approved SPCD and CSPP as agreed upon by the Sponsor, Engineer, and Contractor. Modifications or deviations from the approved safety plan shall be submitted to the Engineer for review and approval prior to implementation. The Engineer for this project is Lochner. The Project Manager is Nick Donovan, (530) 491-4517.

1.0 COORDINATION (SECTION 2.5)

1.1 Project Description

This project involves constructing improvements within the safety area of Runway 12/30 – specifically, at the ends of Runway 12/30. Work will include clearing, grading, excavation, embankment, dirt/gravel road construction, fence removal, and installation of new fence along with a new gate.

1.2 Contractor Progress Meetings

The location and time of the daily progress meetings will be determined during the pre-construction meeting. A continual review of the Contractor's adherence to the CSPP will be made by the Engineer and airport personnel and will be discussed at each meeting. The Contractor will be notified and required to immediately correct any deficiencies that may occur. These meetings will also address weekly construction issues, administrative issues, and any coordination required with the FAA or Sponsor.

1.3 Scope or Schedule Changes

Any proposed changes to the CSPP shall be pre-coordinated with the Engineer and Sponsor prior to implementation of the change. All parties involved will need to evaluate the impact(s) of the change and will determine what measures will need to be taken to maintain a safe construction site. Changes in the scope or duration of the project may necessitate revisions to the CSPP.

1.4 FAA Air Traffic Organization Coordination

The FAA Air Traffic Organization (ATO) will need to be notified immediately of any changes that affect facility shutdowns and restarts. The Sponsor will be responsible for coordinating any changes, including NOTAMS, to the FAA ATO. The facility shutdowns/removal/relocation/adjustment anticipated on this project include the existing PAPIs and REILs associated with Runway 12/30.

2.0 PHASING (SECTION 2.6)

In order to minimize disruptions to airport operations during construction, construction will be sequenced in phases to limit the amount of aircraft operations affected at any given time. The phasing plan was developed with help from the Airport and is considered to be the most effective way of maintaining the required aircraft access, while imposing the least amount of impact on Contractor operations, and without sacrificing safety.

The Bishop Airport has seasonal commercial service that typically operates off the airport's primary runway, Runway 12/30. In order to minimize disruptions to airport operations during construction, construction will be performed during the off season. Any work performed outside the commercial service off season will require additional coordination with the Airport to avoid impacting commercial service. The off season is October 6 to December 12, 2025.

2.1 Phasing Elements

2.1.1 Phase 1 – Schedule I

The Phase 1 work area includes the safety areas off both ends of Runway 12/30 and portions of the object free area. Therefore, Runway 12/30 will be closed for the duration of the 40-day calendar phase. Additionally, aircraft will not be permitted to use Taxiway A north of Runway 8/26, Taxiway A south of Runway 17/35, Taxiway E, Taxiway D, or Taxiway C for the duration of the 40-day calendar phase. All NAVAIDs, lights and signs serving Runway 12/30 will be shut down or covered for the duration of Phase 1. Phase 1 work will include clearing, earthwork (e.g., embankment, grading), fence removal, gravel/dirt road construction, and installation of new fence along with a fence gate.

The Contractor shall notify the Engineer at least 72 hours prior to any activities within the Airport Operations Area (AOA) so the Airport can provide any required NOTAM's.

2.2 Construction Safety Drawings

The phasing for this project is visually depicted in the CSPP Drawings attached in Appendix A. The CSPP drawings include the work areas of each phase, locations of low-profile barricades, lighted runway closure markers, location of the construction staging area, haul routes, and ARFF.

3.0 AREAS & OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY (SECTION 2.7)

All work within the AOA shall be accomplished in conformance with Advisory Circular 150/5370-2G, *Operational Safety on Airports During Construction*. The CSPP Drawings (Appendix A) show the areas located on the airfield that will be affected by the construction activities. Table 1 describes the effects of construction by the phase along with the NOTAM information. Table 2 provides details on the runway safety and approach areas for the project.

**TABLE 1
CONSTRUCTION EFFECTS BY PHASE**

Phase	Phase I
Effects of Construction Operations	Runway 12/30 Closed. Taxiways A1-A4, C, D, and E Closed. Taxiway A partially Closed.
Work Area	The RSA ends of Runway 12/30
Information for NOTAMs	Runway 12/30 Closed. Taxiways A1-A4, C, D, and E Closed. Taxiway A partially Closed. Use Taxiway H to access Runway 17/35. Use Taxiway B to access Runway 8/26.

**TABLE 2
SAFETY AREA AND APPROACH INFORMATION**

Runway End Number	12	30	17	35
Aircraft Approach Category (AAC)	B/III/5,000	B/III/5,000	B/III/5,000	B/III/5,000
Airplane Design Group (ADG)	C-II-5,000	C-II-5,000	B-II-5,000	B-II-5,000
RSA Width	500 feet	500 feet	150 feet	150 feet
RSA Width Beyond Runway End	500 feet	500 feet	150 feet	150 feet
RSA Length Prior to Landing Threshold	1,000 feet	1000 feet	200 feet	300 feet
TSA Width	118 feet	118 feet	79 feet	79 feet
Approach Slope	34:1	34:1	34:1	34:1

TABLE 2
SAFETY AREA AND APPROACH INFORMATION

Runway End Number	8	26
Aircraft Approach Category (AAC)	D/VI/VIS	D/VI/VIS
Airplane Design Group (ADG)	B-II-VIS	B-II-VIS
RSA Width	150 feet	150 feet
RSA Width Beyond Runway End	150 feet	150 feet
RSA Length Prior to Landing Threshold	300 feet	300 feet
TSA Width	79/118 feet	79/118 feet
Approach Slope	20:1	20:1

3.1 Mitigation of Effects

A detailed phasing plan has been developed to minimize impacts to aircraft movement and airport operations. If needed, alternative routes for emergency services and ARFF vehicles have been developed.

It is imperative to adhere to the requirements established in this Construction Safety and Phasing Plan to maintain safety while continuing operations at the Bishop Airport during construction. It is important that all involved personnel discuss current and upcoming phases during the progress meetings.

4.0 NAVIGATION AIDS (NAVAIDS) PROTECTION (SECTION 2.8)

The PAPIs and REILs on Runway 12/30 will need to be shut down or covered for the duration of the runway closure. The Contractor shall cover or power down the units and then protect them in place. We recommend construction staking or other means of delineating a safety area around the PAPI units to avoid disturbing the units with construction equipment.

5.0 CONTRACTOR ACCESS (SECTION 2.9)

In order for any person to have unescorted access to the AOA, that person must complete an access control class provided by the Airport. The Contractor will be required to submit detailed construction personnel information (full name, date of birth, and social security number) as required by the Airport.

5.1 Location of Stockpiled Construction Materials

All stockpiled materials shall be in the contractor's staging area shown on the CSPP Drawings in Appendix A. The Contractor shall implement best practices for wildlife mitigation and foreign object debris control while on the Airport and within the contractor's staging area.

5.2 Vehicle and Pedestrian Operations

Construction site parking and construction equipment parking will be in the designated contractor's staging area shown on the CSPP Drawings in Appendix A. No equipment or material shall be parked or stored in any active runway or taxiway safety area or object free area. A flag and flashing beacon is always required for all construction vehicles in accordance with AC 150/5210-5D. Pedestrians and personal vehicles will not be allowed to leave the staging area.

Communication with aircraft must be always monitored by the Contractor, but especially when crossing open airfield pavements.

The Contractor shall access the airfield as shown by the haul routes on the CSPP Drawings in Appendix A. The Contractor's movement shall be restricted to the predetermined haul routes and within the work areas. Gate(s) may be opened only for authorized vehicles required for Contractor operations and passengers in any authorized vehicles shall be the responsibility of the Contractor. The Contractor shall be responsible for maintaining the haul route at all times, including watering to minimize dust and FOD in the AOA. The Contractor shall be required to promptly repair any damage caused by the movement of equipment on any of the haul roads at the direction of the Engineer. After completion of the project, the Contractor shall be required to regrade any unpaved portions of the haul road and to reseed the area with local native grasses to match the existing conditions of the area. The performance of any work as specified by this provision, including watering, maintenance, and repair of the haul roads, shall not be measured and paid for directly, but shall be considered as necessary and incidental to the work.

When using the haul route that crosses through the RSA for the Runway 17/35, the Contractor shall be required to monitor the radio and wait to enter or cross the RSA until there are no incoming aircraft, then communicate through the radio that vehicles are crossing the RSA and when clear. Radios shall be tuned to UNICOM frequency 123.00 MHz.

6.0 WILDLIFE MANAGEMENT (SECTION 2.10)

In general, the Contractor must carefully control and continuously remove waste or excess material that might attract wildlife. Should the Contractor encounter any wildlife on the airfield, they should notify the Sponsor immediately and contact the Sponsor for further guidance regarding any issues or questions regarding wildlife on the airport.

6.1 Trash

The Contractor is responsible for completing a daily inspection of the construction site, including the contractor's staging area, for any trash or objects that might attract wildlife. All trash found shall be disposed of properly.

6.2 Standing Water

Standing water can attract wildlife which is a hazard at an airport. The Contractor is responsible to complete a daily inspection of the construction site for any standing water. At the discretion of the Engineer, the Contractor shall promptly mitigate any standing water issues.

6.3 Tall Grass and Seeds

A seed mix was specifically developed for the Bishop Airport to include a variety of shorter native grasses. Avoiding tall grass minimizes the creation of wildlife habitats within the AOA. The Contractor shall store their seed in a manner that does not create a wildlife attractant.

6.4 Poorly Maintained Fencing and Gates

The Contractor shall take care to maintain security during construction. They shall be required to maintain all fence and gate security to the satisfaction of the Sponsor and Engineer for the duration of construction. Because the Airport is subject to 49 CFR Part 1542, *Airport Security*, even during construction, the Airport must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

6.5 Disruption of Existing Wildlife Habitat

There are no known endangered or protected species' habitats within the airport property. The Contractor shall notify the Engineer and Sponsor when any wildlife is sighted within the AOA.

7.0 FOREIGN OBJECT DEBRIS MANAGEMENT (SECTION 2.11)

The Contractor is required to always keep all areas within the construction site and adjacent AOA free from foreign object debris (FOD) to the satisfaction of the Engineer. To control dust, any loose material or debris shall immediately be swept up and removed or watered down. Prior to opening any pavement to aircraft, the Contractor shall conduct a sweep of the pavement to verify that it is free of FOD.

8.0 HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT (SECTION 2.12)

At the preconstruction meeting, the Contractor shall discuss the fueling operation for all equipment on site. The Contractor must be prepared to expeditiously contain spills resulting from fuel or hydraulic fluid leaks. Any spills that occur on site shall be brought to the attention of the Sponsor immediately. The Contractor shall also notify the Sponsor of all remedial work required and follow appropriate methods for cleaning up the contaminate site. The Contractor shall also make sure the Sponsor is in attendance to witness the cleanup and provide written documentation to the Sponsor stating the remedial work is complete and regulation requirements are met.

Spill prevention and response procedures for airports include regular visual inspections, adopting good housekeeping practices, and reducing/reusing process materials to minimize production of waste on site. The Contractor should maintain a Material Safety Data Sheets (MSDS) sheets for such materials on the airport site and provide it to the Sponsor upon request. MSDS are required for all hazardous materials. The Contractor shall be responsible for any costs and/or mitigation associated with any spills and/or leaks. If applicable, the Contractor will also be required to verify that NPDES permits requirements are met.

9.0 NOTIFICATION OF CONSTRUCTION ACTIVITIES (SECTION 2.13)

9.1 Maintenance of a List of Responsible Representatives / Points of Contact

The Contractor shall provide cell phone numbers for the following points of contact to the Sponsor and Engineer prior to the start of construction and post them on a bulletin board in the contractor's staging area.

- Project Superintendent
- 24-Hour Contact
- Safety Officer
- Quality Control Officer
- Job Site Environmental Officer
- List of Subcontractors with Points of Contact

- Any other key points of contact for the project

The following contact information for the Sponsor, Engineer, and local emergency services shall be shared with the Contractor prior to the start of construction. There is ARFF services at the Airport, the phone number for which shall be posted on the bulletin board.

Agency Contact	Type of Agency	Telephone No.
Nick Donovan, Project Manager	Lochner	(530) 491-4517
Ashley Helms, Public Works Deputy Director	Inyo County / ARFF	(760) 878-0200 / (760) 872-2971
Inyo County Sheriff	Sheriff's Department	(760) 878-0383
Bishop Fire Department	Fire Fighting	911 or (760) 873-5863
Northern Inyo Healthcare District	Hospital	(760) 873-5811

9.2 Notices to Airmen

Only the Airport may initiate or cancel NOTAMs on airport conditions and is the only entity that can close or open a runway. The Contractor must coordinate the issuance, maintenance, and cancellation of NOTAMs with the Engineer and Sponsor.

No closures will be permitted without the applicable Notices to Airmen (NOTAM) in place for each specific closure. The Contractor shall notify the Engineer at least 72 hours prior to any activities within the Airport Operations Area (AOA) so they can coordinate to issue the NOTAM. The Contractor shall notify the Engineer and Sponsor immediately of any changes to the schedule or scope of the project that would require a modification to the NOTAMs.

9.3 Emergency Notification Procedures

In the event of an emergency, the Contractor shall first call 911, then immediately notify the Engineer and Sponsor. The Contractor must coordinate after hours contact procedures with the Airport prior to start of construction.

The address for emergency response to the Runway 12 safety area is:

Wye Rd, Bishop CA 93514

Access via haul route (as depicted on the CSPP drawings) off of Wye Rd.

The address for emergency response to the Runway 30 safety area is:

Poleta Rd, Bishop CA 93514

Access via haul route (as depicted on the CSPP drawings) off of Poleta Rd.

9.4 Coordinate with Airport Rescue and Fire Fighting (ARFF) Personnel

This project shall not require any deactivation of water lines or fire hydrants, rerouting or blocking of any emergency access routes, or the use of any hazardous material on the airfield that would require coordination with ARFF personnel or emergency services. If coordination with ARFF personnel is required, the Contractor shall notify the Engineer and Sponsor, and include them in any coordination with ARFF personnel.

9.5 Notification to the FAA

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, stockpiles, and proposed parking areas for this equipment.

NAVAIDS: For emergency notifications regarding both airport-owned and FAA owned NAVAIDs, the airport shall contact 1-866-432-2622. For planned NAVAID shutdowns, the Airport shall submit a Strategic Event Notification (SEN) form to the FAA. A review period of 45 days is required between the submission of the SEN and the NAVAID shutdown.

10.0 INSPECTION REQUIREMENTS (SECTION 2.14)

The Contractor will identify a Safety Officer who will be required to inspect on a daily basis, all barricades and flashers prior to work commencing and prior to leaving the work site. The Contractor will notify the Sponsor that all inspections have been completed. Inspection frequency can be increased based on the project and site conditions. At the project's final inspection, the project site shall be clean and free of all debris related to the project construction.

10.1 Daily (Or More Frequent Inspections)

Inspections shall be conducted daily, or more frequently if deemed necessary by the Engineer to ensure conformance. The inspections shall be completed by the Contractor to the Engineer's satisfaction.

10.2 Final Inspections

Final inspections shall be conducted prior to the opening of any airfield facilities. The final inspection should be completed with the Contractor, Sponsor and Engineer.

11.0 UNDERGROUND UTILITIES (SECTION 2.15)

All utilities identified during the original survey are shown on the project plans. However, the Contractor shall be responsible for contacting appropriate utility locator services and attempt to locate the Sponsor's and/or FAA's underground cables prior to construction. Damage to underground utilities or cables by the Contractor will require replacement by the Contractor at no cost to the Sponsor and/or FAA. Any splicing or replacing of damaged cable shall meet current FAA specifications or relevant utility standards.

If essential utilities or underground infrastructure is damaged by the Contractor during construction operations, the Contractor shall repair the item as quickly as possible. The Contractor shall notify the Engineer about deactivated utilities, the Engineer will then notify the Sponsor about items impacting Emergency Personnel.

12.0 PENALTIES (SECTION 2.16)

12.1 Safety Violations

If at any point a safety violation is noted, all construction activities in the area will be immediately stopped. Before construction can begin again, the Contractor will provide a written statement demonstrating to the Sponsor that the construction can continue without violations to the safety procedures. The Contractor is not eligible for any compensation for time, labor, or materials when construction is stopped due to safety violations.

The Contractor is solely responsible for all recognized safety items relating to all aspects of construction activities and material supply logistics operations. Such activities include, but are not limited to, OSHA requirements, trench shoring, proper driver licensing, personal protective equipment, confined space activities, asphalt and concrete plant safety, etc. The Sponsor and the Engineer have no authority or burden of review or acceptance of any such safety items and practices. This requirement shall apply continuously and will not be limited to working hours.

12.2 Penalty for Moving and Non-Moving Violation of Airport CSPP

In addition to the suspension of work outlined in GP 80-04, a driver who causes an incursion into an open runway area will be prohibited from driving any vehicle in the AOA until the contractor demonstrates understanding of the cause of the violation. A written proposed change in construction operations ensuring the cause is remedied shall be submitted by the Contractor to the Sponsor and the change must be implemented to reinstate their AOA driving privileges. The second violation for the same driver will result

in them and their immediate supervisor having their AOA driving privileges revoked for the duration of the project.

Violations that do not include driving violations but all other CSPP violations, such as the improper layout of barricades, construction traffic routing, or lack of communicating required events to Sponsor or Engineer. Will result in the suspension of work as outlined in GP 80-04. All construction items' acceptance testing and measurement for payment shall cease at no cost to the project or Sponsor. Work may only resume after the violation is remedied.

Penalties are based on the Airport's security policies and additional penalties may apply. The Contractor is responsible for any penalties that the Airport may distribute. The rules and procedures as set forth in this guide are enforceable by designated airport officials, law enforcement officials, and TSA officials. Violations of the procedures are considered as violations of the approved Airport Security Program.

13.0 SPECIAL CONDITIONS (SECTION 2.17)

The Contractor shall monitor any weather conditions, aircraft emergencies, unexpected emergencies, and other elements that may cause safety on the project to be jeopardized.

13.1 Two-Way Radio Communication Procedures

The Contractor's superintendent shall be required to monitor transceiver radios tuned to the Bishop Airport's UNICOM frequency of 123.00 MHz at all times.

The Contractor shall supply aviation radios. Radios shall be used to obtain proper clearance for the movement of equipment, trucks, etc., within the movement area. Additionally, any unusual occurrences in the flight pattern of approaching or departing aircraft shall be acknowledged by all concerned so that operation of the airport and the construction work can proceed safely.

13.2 Required Escorts

All personnel requiring escort privileges will need to place a request with the Engineer and Airport Manager at least 72 hours in advance. When vehicles without prior approval from the Airport must access the airport, the vehicle will be escorted by a badged representative and properly identified.

13.3 Training Requirements of Vehicle Drivers

To ensure compliance with the Airport's vehicle rules and regulations, the driver must attend and pass the Airports driving class and test. This training is required for all personnel that plan on operating a vehicle in

the AOA. Proper vehicle operations are described as following to all rules and regulation for driving as directed by the Airport and described in the training.

13.4 Maintenance of the Secured Area of the Airport

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. In addition, all personnel must either be badged or escorted while working in the AOA. Escorted personnel must stay within control of the badged person to ensure that security at the Airport is maintained.

Because the Airport is subject to 49 CFR Part 1542, *Airport Security*, even during construction, the Airport must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

Prior to commencing work in the RSA for Runway 30, the gate owned by the Los Angeles Department of Water and Power shall be securely closed. The gate is shown on the CSPP Drawings in Appendix A.

When the Contractor is ready to perform work in the RSA for Runway 30, the Contractor shall first install the new fence prior to removing the existing fence. In addition, the Contractor shall install a temporary access point in the existing fence. The temporary access point shall be closed overnight and anytime when the Contractor is not within sight of the temporary access point.

14.0 RUNWAY AND TAXIWAY VISUAL AIDS (SECTION 2.18)

14.1 General

This project will require the closure of Runway 12/30. The Contractor will need to install approved lighted, low-profile barricades, and lighted runway closure markers in accordance with the CSPP Drawings prior to beginning work on the phase. All must be secured in place to prevent movement by jet blast, prop wash or other wind currents until the work is complete and the area re-opened. Items used to secure such markers must be of a color similar to the marker. The closure area must be clearly marked and remain visible for the duration of the closure.

The Airport Manager and the Contractor's Superintendent shall develop and oversee the lock-out/tag-out plan per 29 CFR Part 1910 Occupational Safety and Health Standards.

While Runway 12/30 is closed, the NAVAIDs associated with the runway will be shut down or covered for the duration of the closure.

14.2 Markings

All markings, barricades, and closure markers shall be placed in accordance with the CSPP Drawings in Appendix A. Runway pavements shall be closed by placing lighted runway closure markers on the runway ends and barricades with flashers on connector taxiways to block access to the closed runway. Taxiway and apron pavements shall be closed by placing barricades with flashers on the perimeter of the construction area.

No temporary painted markings are required for this project.

14.3 Lighting and Visual NAVAIDs

The Contractor will need to cover the taxiway and runway lights/signs with an approved method along the closed taxiway(s) and runway(s). Temporary jumpers may be required to maintain lighting across closed areas.

14.4 Signs

14.4.1 Existing Signs

No existing signs will be altered or covered during this project.

14.4.2 Temporary Signs

No temporary signs will be installed on this project.

15.0 MARKING AND SIGNS FOR ACCESS ROUTES (SECTION 2.19)

The Contractor and subcontractors shall utilize haul routes as shown on the CSPP Drawings including installing and maintaining any markings or signs required to delineate the haul route. All access route signs and markings shall meet FAA AC 150/5340-18H *Standard for Airport Sign Systems* and FAA AC 150/5340-1M *Standards for Airport Markings* requirements, including but not limited to frangible and height requirements.

16.0 HAZARD MARKING AND LIGHTING (SECTION 2.20)

16.1 Purpose

The hazard marking and lighting prevents pilots from entering areas closed to aircraft and prevents construction personnel from entering areas open to aircraft. The Contractor shall be responsible for clearly marking and defining the closed runways and taxiways by use of warning lights, barricades, flags and lighted

runway closure markers. The Contractor is required to properly mark and light any open manholes, open trenches, excavations, small areas under repair, stockpiled material, waste areas, and any other areas associated with construction. All hazard marking and lighting shall be maintained for the duration of construction.

16.2 Equipment

Low profile barricades with the MUTCD standard reflective orange and white marking with the 20" min x 20" min flags mounted on the center of the barricade will be used to delineate the construction site. The barricades shall also be required to have the flashing red caution lights. Lights shall be placed on the barricades and spaced at no more than 10 ft. The barricades shall be weighed against propwash and capable of withstanding up to 100 MPH wind forces.

Flashing red caution lights shall maintain such intensity so as to be readily identified from distances of at least 200 feet during darkness. 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 daytime periods of low visibility. The Contractor shall have a 24-hour on call representative for emergency maintenance of airport hazard lighting and barricades. Solar powered lights are highly encouraged to minimize battery replacement.

17.0 WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION (SECTION 2.21)

Nighttime work is not anticipated for this project. The contractor is to contact the Sponsor and Engineer for approval and guidance should nighttime construction become necessary.

18.0 PROTECTION (SECTION 2.22)

The following are the dimensions of the protection zone for the Bishop Airport.

**TABLE 3
PROTECTION ZONE DIMENSIONS**

Runway 12/30 Safety Area (RSA) Width	500 feet
Runway 12/30 Object Free Area (ROFA) Width	800 feet
Taxiway Safety Area (TSA) Width	79/118 feet
Taxiway Object Free Area (TOFA) Width	131/186 feet
Obstacle Free Zone (OFZ) Width	400 feet

TABLE 3
PROTECTION ZONE DIMENSIONS

Runway 12/30 Approach Surface	500 ft × 1,010 ft × 1,700 ft Approach Protection Zone (RPZ) 34:1 Approach Slope
Runway 12/30 Departure Surface	40:1

18.1 Runway and Taxiway Safety Area

The dimensions of the Runway Safety Area (RSA) and Taxiway Safety Area (TSA) can be found in Table 3 and in the CSPP Drawings. No construction may occur within the existing runway or taxiway safety area while the runway/taxiway remains open. No personnel, trucks, or equipment is permitted within an open safety area. Open trenches and excavations are not permitted within the safety areas. Prior to re-opening the runway or taxiway, any trenches must be backfilled or covered such that the cover can allow for safe operations of the heaviest aircraft. Soil erosion must be controlled to maintain RSA standards. The RSA must be cleared, graded, and have no potentially hazardous ruts, humps, depressions, or other surface variations. It must be capable under dry conditions of supporting snow removal equipment, ARFF equipment, and the occasional passage of aircraft without causing structural damage to the heaviest aircraft operating on the runway.

18.2 Runway Object Free Area

The dimensions of the Runway Object Free Area (ROFA) can be found in Table 3 and in the CSPP Drawings. Construction is allowed within the ROFA; however, equipment shall not be left in the ROFA when not in use. Construction personnel shall not enter active ROFAs unless required to complete work and if approved by the Airport. Stockpiling materials within the OFA is only permitted with an approved form 7460-01.

18.3 Taxiway Object Free Area

The dimensions of the Taxiway Object Free Area (TOFA) can be found in Table 3 and on the CSPP Drawings. No construction may occur within the TOFA while the taxiway is open for aircraft operations. Signs, embankments, and equipment within the TOFA must comply with the frangible requirements as stated in FAA AC 150/5220-23A, *Frangible Connections*. Construction personnel shall not enter active TOFAs unless required by the project phasing and approved by the Airport.

18.4 Obstacle Free Zone

Generally, personnel, materials, and equipment may not penetrate the Obstacle Free Zone (OFZ) while the runway is open. If it is necessary to enter the OFZ of an active runway, coordination with the FAA is required. The dimensions of the OFZ can be found in Table 3 and in the CSPP Drawings.

18.5 Runway Approach/Departure Surfaces

All personnel, materials, and/or equipment must remain clear of the applicable threshold sitting surfaces. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Construction activity in a runway approach/departure area may result in the need to close a runway or displace the existing runway threshold. All work that is anticipated to be completed within this area shall be coordinated with the Airport and the Engineer.

Construction for this project requires penetration into the approach surface. Runway 12/30 will be closed for the duration of Phase 1. A NOTAM will be issued clearly stating the portion of pavement located prior to the threshold that is not available for landing and departing traffic. Additionally, the NOTAM will address if any portion of the closed runway is available for taxiing only. For this project, the last 3,242 ft of Runway 12 will be closed for takeoff, departure, and taxiing. As for Runway 30, the last 2,338 ft will be closed for takeoff, departure, and taxiing.

19.0 OTHER LIMITATIONS ON CONSTRUCTION (SECTION 2.23)

19.1 Prohibitions

The use of open flame welding or torches is prohibited unless adequate fire safety precautions are provided and the Airport has approved their use. The use of explosives is prohibited on or within 1,000 feet of the airport property, unless expressly authorized by the Sponsor and associated jurisdictions.

19.2 Restrictions

The following activities may be permitted but require prior approval by the Engineer and Airport:

- Work on multiple project areas simultaneously (if indicated on the CSPP Drawings)
- Nighttime construction with appropriate lighting
- Temporary sign installation
- Unplanned grade changes near NAVAIDs during construction
- Use of equipment over 25 ft tall (including cranes)
- Height and location of mobile asphalt or concrete plants

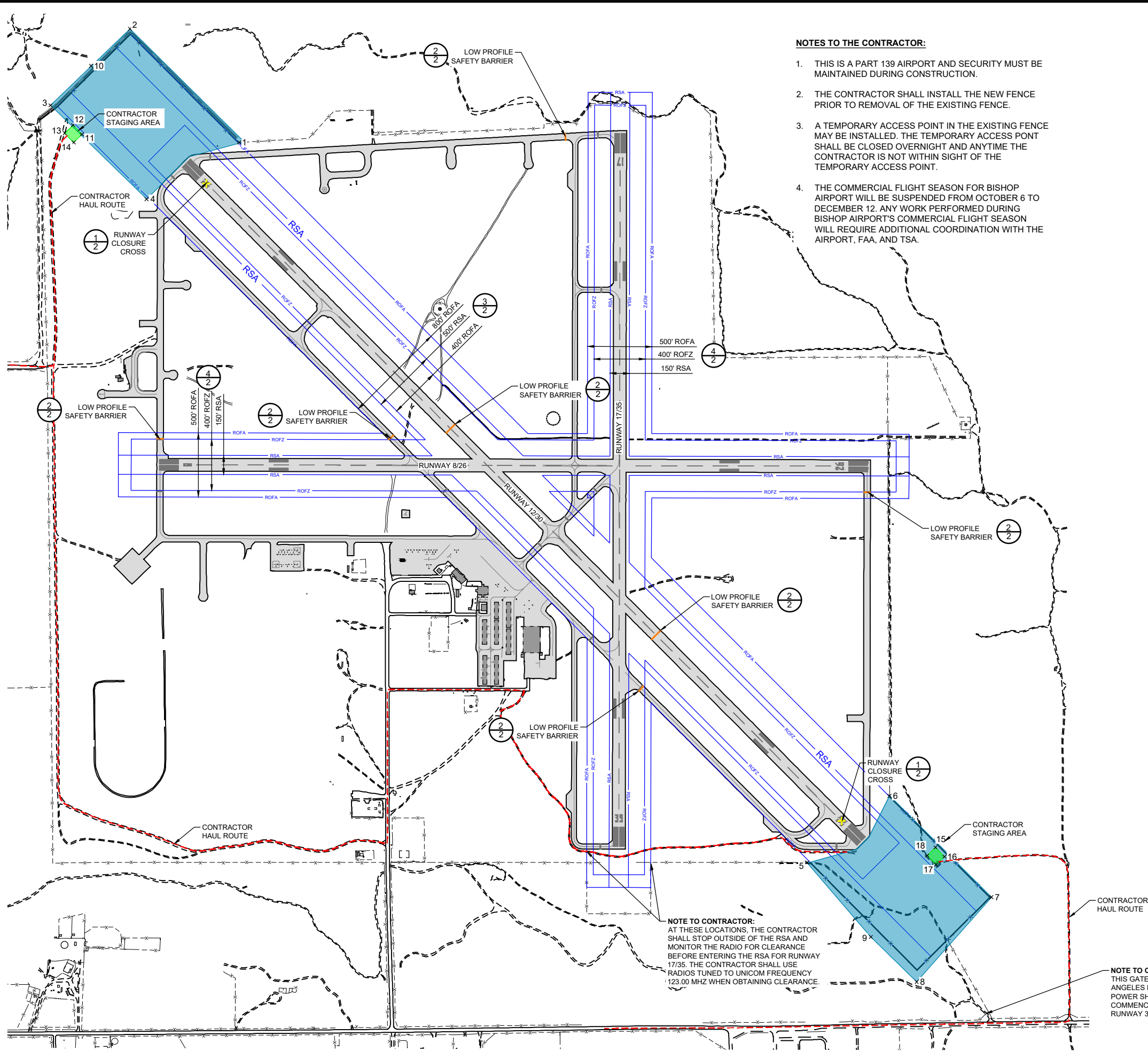
Construction operations shall only be allowed in weather conditions compliant with the project specifications. Construction activity may be suspended during specific airport operations. During which, the contract time will be stopped while the Contractor is not able to perform work.

APPENDIX A

CSPP DRAWINGS

Last Saved By: jim.smith 2025/03/28

Drawing Name: C:\Users\JIM-1\MyAppData\LocalTemp\AcPublish_2532824149 CSPP.dwg Mar 28, 2025 - 12:03pm



NOTES TO THE CONTRACTOR:

1. THIS IS A PART 139 AIRPORT AND SECURITY MUST BE MAINTAINED DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL INSTALL THE NEW FENCE PRIOR TO REMOVAL OF THE EXISTING FENCE.
3. A TEMPORARY ACCESS POINT IN THE EXISTING FENCE MAY BE INSTALLED. THE TEMPORARY ACCESS POINT SHALL BE CLOSED OVERNIGHT AND ANYTIME THE CONTRACTOR IS NOT WITHIN SIGHT OF THE TEMPORARY ACCESS POINT.
4. THE COMMERCIAL FLIGHT SEASON FOR BISHOP AIRPORT WILL BE SUSPENDED FROM OCTOBER 6 TO DECEMBER 12. ANY WORK PERFORMED DURING BISHOP AIRPORT'S COMMERCIAL FLIGHT SEASON WILL REQUIRE ADDITIONAL COORDINATION WITH THE AIRPORT, FAA, AND TSA.

LEGEND

	PHASE I WORK AREA
	CONTRACTOR STAGING AREA
	LOW PROFILE BARRIER
	CONTRACTOR HAUL ROUTE
	DETAIL #
	SHEET #
	ROFA = RUNWAY OBJECT FREE AREA
	ROFZ = RUNWAY OBSTACLE FREE ZONE
	RSA = RUNWAY SAFETY AREA

LATITUDE AND LONGITUDES (LAT/LONG) DELINEATION OF THE CONSTRUCTION AREA AND CONTRACTOR STAGING AREA LIMITS

WORK AREA COORDINATES			
POINT #	ELEVATION	LATITUDE	LONGITUDE
1	4119'	N037°22'49.95"	W118°22'18.72"
2	4112'	N037°22'58.75"	W118°22'29.20"
3	4124'	N037°22'52.90"	W118°22'36.93"
4	4122'	N037°22'45.63"	W118°22'27.70"
5	4099'	N037°21'54.16"	W118°21'24.33"
6	4099'	N037°21'59.26"	W118°21'16.31"
7	4094'	N037°21'51.39"	W118°21'06.53"
8	4076'	N037°21'44.90"	W118°21'13.81"
9	4082'	N037°21'48.38"	W118°21'18.22"
10	4122'	N037°22'55.93"	W118°22'32.99"
11	4124'	N037°22'50.65"	W118°22'33.91"
12	4124'	N037°22'51.36"	W118°22'34.76"
13	4125'	N037°22'50.74"	W118°22'35.57"
14	4124'	N037°22'50.03"	W118°22'34.72"
15	4098'	N037°21'55.26"	W118°21'11.91"
16	4097'	N037°21'54.54"	W118°21'11.05"
17	4097'	N037°21'53.92"	W118°21'11.86"
18	4097'	N037°21'54.64"	W118°21'12.72"

NOTE TO CONTRACTOR:
AT THESE LOCATIONS, THE CONTRACTOR SHALL STOP OUTSIDE OF THE RSA AND MONITOR THE RADIO FOR CLEARANCE BEFORE ENTERING THE RSA FOR RUNWAY 17/35. THE CONTRACTOR SHALL USE RADIOS TUNED TO UNICOM FREQUENCY 123.00 MHZ WHEN OBTAINING CLEARANCE.

NOTE TO CONTRACTOR:
THIS GATE BELONGING TO THE LOS ANGELES DEPARTMENT OF WATER AND POWER SHALL BE CLOSED PRIOR TO COMMENCING WORK IN THE RSA FOR RUNWAY 30.

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL SIGNED AND SEALED DOCUMENT.

Lochner

BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-46-0024-0XX-2024

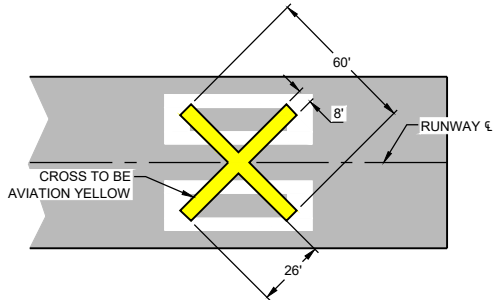
PROJECT NO.	24149	DATE
DRAWN BY	JOS	03-2025
CHECKED BY	NPD	03-2025
DESIGNED BY	SJM / ACT	03-2025
REVISIONS		DATE

CONSTRUCTION SAFETY & PHASING PLAN

1 of 2

Last Saved By: jim.smith 2025/03/28

Drawing Name: C:\Users\JIM-1\SMI\AppData\Local\Temp\AcPublish_2532824149 CSPP.dwg Mar 28, 2025 - 12:03pm



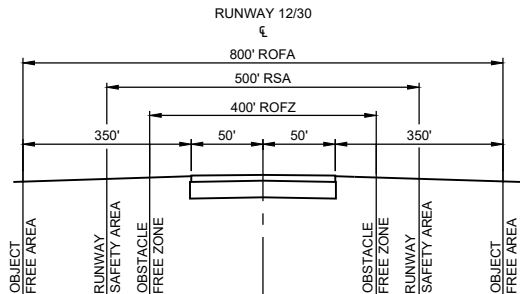
HALI-BRITE RUNWAY CLOSURE MARKER, RCM-D

1 RUNWAY CLOSURE CROSS
2 NOT TO SCALE

NOTES:

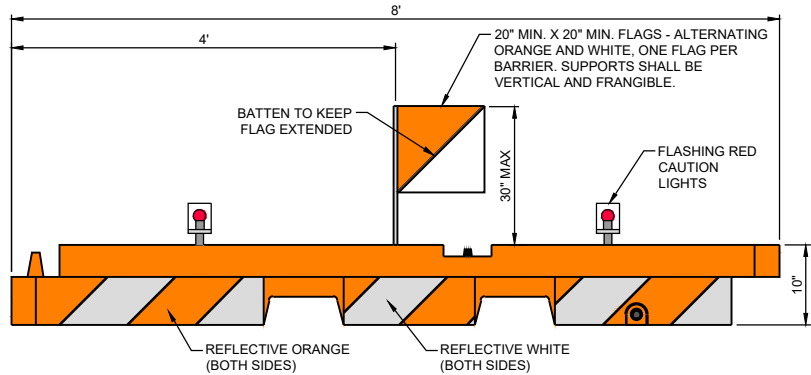
2 EACH REQUIRED PER CLOSED RUNWAY- INCIDENTAL. TO BE APPLIED OVER RUNWAY NUMERALS ON RUNWAY OR AT RUNWAY ENDS PRIOR TO RUNWAY CLOSURE. CROSSES TO BE CONSTRUCTED OF PLYWOOD OR OTHER FLAT MATERIALS WHICH SHALL BE SECURELY FASTENED TO PAVEMENT AND/OR ADEQUATELY WEIGHTED WITH SAND BAGS.

A LIGHTED CLOSURE CROSS SHALL BE REQUIRED AT NIGHT FOR DURATION OF PROJECT. HALI-BRITE RUNWAY CLOSURE MARKER RCM-D, AS SHOWN, REQUIRED, OR APPROVED EQUAL.



ALL STATIONARY CONSTRUCTION EQUIPMENT AND STOCKPILES MUST REMAIN CLEAR OF ANY OPEN RUNWAY OBJECT FREE AREA. ALL CONSTRUCTION EQUIPMENT AND TRAFFIC MUST REMAIN CLEAR OF ANY OPEN RUNWAY OBSTACLE FREE ZONE.

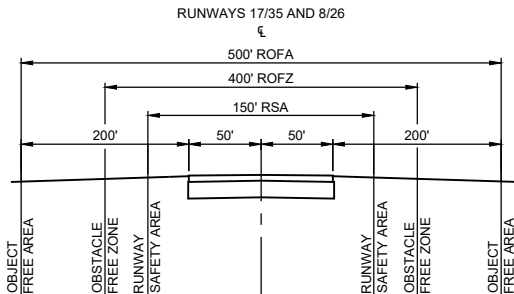
3 SAFETY AREAS
2 NOT TO SCALE



NOTES:

- BARRIER SHALL BE SHERWIN INDUSTRIES, 10" x 96" LOW PROFILE AIRPORT BARRIER, AS SHOWN, OR APPROVED EQUAL.
- THE ENTIRE AREA OF ORANGE AND WHITE STRIPES SHALL BE REFLECTORIZED WITH SMOOTH SURFACE TYPE REFLECTIVE SHEETING.
- LIGHTS MUST BE MOUNTED ON BARRIERS AND SPACED AT NO MORE THAN 10 FT.
- THE BARRIERS SHALL BE WEIGHTED AGAINST PROPWASH AND CAPABLE OF WITHSTANDING UP TO 100 M.P.H. WIND FORCES.
- FLASHING RED CAUTION LIGHTS SHALL BE BATTERY OPERATED AND SHALL MAINTAIN SUCH INTENSITY SO AS TO BE READILY IDENTIFIED FROM DISTANCES OF AT LEAST 200 FEET DURING DARKNESS.
- THE CONTRACTOR SHALL CHECK ALL BARRIERS AND LIGHTS EACH DAY BEFORE LEAVING THE AIRPORT TO ENSURE LIGHTS ARE WORKING PROPERLY AND MAY NOT LEAVE WITHOUT ALL BARRIERS AND LIGHTS BEING IN PROPER WORKING ORDER.

2 LOW PROFILE SAFETY BARRIER
2 NOT TO SCALE



ALL STATIONARY CONSTRUCTION EQUIPMENT AND STOCKPILES MUST REMAIN CLEAR OF ANY OPEN RUNWAY OBJECT FREE AREA. ALL CONSTRUCTION EQUIPMENT AND TRAFFIC MUST REMAIN CLEAR OF ANY OPEN RUNWAY OBSTACLE FREE ZONE.

4 SAFETY AREAS
2 NOT TO SCALE

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL SIGNED AND SEALED DOCUMENT.

Lochner

BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-46-0024-0XX-2024

PROJECT NO.	24149	DATE
DRAWN BY	JOS	03-2025
CHECKED BY	NPD	03-2025
DESIGNED BY	SJM / ACT	03-2025
REVISIONS		DATE

CONSTRUCTION SAFETY & PHASING PLAN

BISHOP AIRPORT

Bishop, California

TECHNICAL SPECIFICATIONS

SCHEDULE I

RUNWAY 12/30 END RSA IMPROVEMENTS

AIP No. 3-06-0024-032-2025

Lochner No. 24149

APRIL 2025

ITEM C-102
TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed, and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 GRASS. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 MULCHES. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 FERTILIZER. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 SLOPE DRAINS. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 SILT FENCE. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 OTHER. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 GENERAL. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 SCHEDULE. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 CONSTRUCTION DETAILS. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 INSTALLATION, MAINTENANCE AND REMOVAL OF SILT FENCE. Silt fences shall extend a minimum of 16 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more

than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Completed and accepted work will not be measured for payment but shall be considered incidental to the bid items to which they apply or to the project in general.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Quantities of temporary water pollution, soil erosion, and siltation control work ordered by the Engineer will not be measured and will not be paid as separate bid items.

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

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 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

THIS PAGE WAS INTENTIONALLY LEFT BLANK

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 10 percent of the total project cost, per schedule, as bid, with mobilization included in the total.

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 field Resident Project Representative (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, and electricity in accordance with local building codes. See General Contract Provisions 60-05 Engineer/Resident Project Representative (RPR) Field Office for detailed description of field office requirements.

METHOD OF MEASUREMENT

105-5 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 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- 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 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105 Mobilization (10% Max) – per 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

ITEM P-101
PREPARATION/REMOVAL OF EXISTING PAVEMENTS

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

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. The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size of 2 inches. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlying material that is to remain in place shall be recompact and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. If the material is to be wasted on the airport site, it shall be broken to a maximum size of 2 inches.

c. Repair or removal of Base, Subbase, and/or Subgrade. All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

101-3.2 PREPARATION OF JOINTS AND CRACKS PRIOR TO OVERLAY/SURFACE TREATMENT. Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch wide) with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch, not to exceed 1/4 inch. Any excess joint or crack sealer shall be removed from the pavement surface.

101-3.3 REMOVAL OF FOREIGN SUBSTANCES/CONTAMINATES PRIOR TO OVERLAY. 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, at least 90% of paint, 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, rotary grinding, and/or sandblasting may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. 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 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 in areas indicated in this specification or shown on the plans.

101-3.4 CONCRETE SPALL OR FAILED ASPHALTIC CONCRETE PAVEMENT REPAIR.

a. Repair of concrete spalls in areas to be overlaid with asphalt. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches outside the affected area and 2 inches deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches in depth. This method of repair applies only to pavement to be overlaid.

b. Asphalt pavement repair. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

101-3.5 COLD MILLING. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed off Airport property. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of 7 feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade

specified. The tolerances shall be maintained within +0 inch and -1/4 inch of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of off the airport.

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed off Airport property.

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. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. 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.

d. 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. 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 joint and does not damage the joint.

101-3.8.1 REMOVAL OF EXISTING JOINT SEALANT. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

101-3.8.2 CLEANING PRIOR TO SEALING. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

101-3.8.3 JOINT SEALANT. Not required.

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 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. Not Used.

101-3.9.4 REMOVAL OF PIPE AND OTHER BURIED STRUCTURES.

- a. **Removal of Existing Pipe Material.** Not used.
- b. **Removal of Inlets/Manholes.** Not used.
- c. **Removal of Fence.** Where indicated on the plans or as advised by the RPR, fence and gates shall be removed and legally disposed off-site in a timely fashion after removal. Fence removal shall include backfilling all post holes with suitable material. All damage to fence designated to remain in place shall be repaired at the Contractor's expense. The method of repair shall be approved by the Engineer.

METHOD OF MEASUREMENT

101-4.1 REMOVAL OF PIPE AND OTHER BURIED STRUCTURES. Not required.

101-4.2 REMOVAL OF FENCE. The unit of measurement for removal of fence shall be per linear foot of fence removed as indicated on the plans or as advised by the RPR. Removal of gates shall be considered incidental to this item.

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, including removal of gates.

Item P-101 Removal of Fence - per linear 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

**ITEM P-151
CLEARING AND GRUBBING**

DESCRIPTION

151-1.1 This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Resident Project Representative (RPR).

a. Clearing. Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas. The grubbing of stumps and roots will not be required.

b. Clearing and Grubbing. Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the RPR is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing.

c. Tree Removal. Tree removal shall consist of the cutting and removal of isolated single trees or isolated groups of trees, and the grubbing of stumps and roots. The removal of all the trees of this classification shall be in accordance with the requirements for the particular area being cleared.

CONSTRUCTION METHODS

151-2.1 GENERAL. The areas denoted on the plans to be cleared and grubbed shall be staked on the ground by the Contractor as indicated on the plans.

The removal of existing structures and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the Contractor shall advise the RPR who will notify the proper local authority or owner to secure prompt action.

151-2.1.1 DISPOSAL. All materials removed by clearing or by clearing and grubbing shall be disposed of outside the Airport's limits at the Contractor's responsibility, except when otherwise directed by the RPR. As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry that cannot be used in construction and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case, shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the RPR and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits, the Contractor shall obtain and file with the RPR permission in writing from the property owner for the use of private property for this purpose.

151-2.1.2 BLASTING. Blasting shall not be allowed.

151-2.2 CLEARING. The Contractor shall clear the staked or indicated area of all materials as indicated on the plans. Trees unavoidably falling outside the specified clearing limits must be cut up, removed, and disposed of in a satisfactory manner. To minimize damage to trees that are to be left standing, trees shall

be felled toward the center of the area being cleared. The Contractor shall preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut flush with the original ground surface. The grubbing of stumps and roots will not be required.

Fences shall be removed and disposed of as directed by the RPR. Fence wire shall be neatly rolled and the wire and posts stored on the airport if they are to be used again or stored at a location designated by the RPR if the fence is to remain the property of a local owner or authority.

151-2.3 CLEARING AND GRUBBING. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials as indicated on the plans, shall be removed, except where embankments exceeding 3-1/2 feet in depth will be constructed outside of paved areas. For embankments constructed outside of paved areas, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush can be cut off flush with the original ground and allowed to remain. Tap roots and other projections over 1-1/2 inches in diameter shall be grubbed out to a depth of at least 18 inches below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials shall be disposed of by removal from the site. The cost of removal is incidental to this item. The remaining or existing foundations, wells, cesspools and like structures shall be destroyed by breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material that cannot be used in backfill shall be removed and disposed of at the Contractor's expense. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes in embankment areas remaining after the grubbing operation shall have the sides of the holes flattened to facilitate filling with acceptable material and compacting as required in Item P-152. The same procedure shall be applied to all holes remaining after grubbing in areas where the depth of holes exceeds the depth of the proposed excavation.

METHOD OF MEASUREMENT

151-3.1 The quantities of clearing and grubbing as shown by the limits on the plans shall be the number of acres or fractions thereof of land specifically cleared and grubbed.

151-3.2 No direct measurement shall be made for tree removal. Tree removal shall be considered incidental.

BASIS OF PAYMENT

151-4.1 Payment shall be made at the contract unit price per acre for clearing and grubbing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

151-4.2 No direct payment shall be made for tree removal. Tree removal shall be considered incidental

Payment will be made under:

- Item P-151a Clearing and Grubbing - per acre or fractions thereof
- Item P-151b Tree Removal – incidental

END OF ITEM P-151

ITEM P-152
EXCAVATION, SUBGRADE, AND EMBANKMENT

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 CLASSIFICATION. All material excavated shall be classified as defined below:

- a. Unclassified excavation.** Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature.

152-1.3 UNSUITABLE EXCAVATION. Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

CONSTRUCTION METHODS

152-2.1 GENERAL. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

- a. Blasting.** Blasting shall not be allowed.

152-2.2 EXCAVATION. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the

ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces and other various surfaces were used to develop the design plans.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.04 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

a. Selective grading. When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard for unclassified excavation. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where

rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as unclassified excavation.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as authorized by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 BORROW EXCAVATION. Borrow areas within the airport property are indicated on the plans. Borrow excavation shall be made only at these designated locations and within the horizontal and vertical limits as staked or as directed by the RPR. All unsuitable material shall be disposed of by the Contractor as shown on the plans. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant.

152-2.4 DRAINAGE EXCAVATION. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 PREPARATION OF CUT AREAS OR AREAS WHERE EXISTING PAVEMENT HAS BEEN REMOVED. In those areas on which a subbase or base course is to be placed, the top 6 inches of subgrade shall be compacted to not less than 95 % of maximum density for non-cohesive soils, and 90% of maximum density for cohesive soils as determined by ASTM D698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.6 PREPARATION OF EMBANKMENT AREA. No placement of embankment material shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor the survey notes of the elevations and measurements of the existing ground surface. The Contractor and RPR shall agree that the original ground lines shown on original topographic mapping are accurate or agree to any adjustments made to the original ground lines.

All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 CONTROL STRIP. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 FORMATION OF EMBANKMENTS. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within $\pm 2\%$ of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The Contractor will take samples of excavated materials which will be used in embankment for testing to develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D698. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the Contractor for every 3,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 95% of maximum density for non-cohesive soils, and 90% of maximum density for cohesive soils as determined by ASTM D698. Under all areas to be paved or areas designated for dirt/gravel road construction, the embankments shall be compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

In areas designated for seeding and mulching, no compaction will be required on the top 4 inches which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches in their greatest dimensions will not be allowed in the top 12 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.9 PROOF ROLLING. Not used.

152-2.10 COMPACTION REQUIREMENTS. The subgrade under areas to be paved shall be compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum dry density as determined by ASTM D698. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches and to a density of not less than 90 percent of the maximum density as determined by ASTM D698.

The material to be compacted shall be within $\pm 2\%$ of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the $\frac{3}{4}$ inch sieve, follow the methods in ASTM D698. Tests for moisture content and compaction will be taken at a minimum of 1,000 S.Y. of subgrade. All quality assurance testing shall be done by the Contractor's laboratory in the presence of the RPR, and density test results shall be furnished upon completion to the RPR for acceptance determination.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 FINISHING AND PROTECTION OF SUBGRADE. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 HAUL. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 SURFACE TOLERANCES. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

a. Smoothness. The finished surface shall not vary more than $\pm 1/2$ inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.

A 12 foot straight edge shall be provided by the Contractor and made available to the RPR at all times for testing of surface smoothness tolerances.

b. Grade. The grade and crown shall be measured on a 50-foot grid and shall be within ± 0.05 feet of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to be placed, grade shall not vary more than 0.10 feet from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 TOPSOIL. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard shall be computed by the comparison of digital terrain model (DTM) surfaces for computation of neat line design quantities. The end area is that bound by the original ground line established by field measurements and the final theoretical pay line established by cross-sections shown on the plans, subject to verification by the RPR.

No measurement of the plan excavation or embankment quantity shall be made. Plan quantities include all ditches, "grading to drain" areas and adjustments for stripping of vegetation areas and adjustments for pavement templates. Plan quantities do not include rehandling and processing/compaction of designated minimum thickness of subgrade under areas to be paved. Payment will be based on plan quantities.

If plan width of excavations are changed by more than ± 1.0 foot; and/or plan elevations of excavations are changed by more than ± 0.5 foot, the volume of the changes will be measured and the awarded quantity of excavations will be adjusted to coincide with the changes.

Measurement of changes shall not include the quantity of material placed or removed without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

152-3.2 The quantity of 12-foot dirt road shall be the number of linear feet of dirt road prepared in accordance with this specification and the plans.

BASIS OF PAYMENT

152-4.1 Unclassified excavation payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

No direct payment shall be made for embankment or for processing and compaction of subgrade under proposed pavements.

There will be no separate payment for haul of any excavation or embankment materials or for placement and compaction of any material. All costs incidental to clearing and grubbing, hauling, embankments construction, processing and compaction of subgrade under areas to be paved, disposal of unsuitable materials and other necessary operations for construction of excavations or embankments shall be included in the Contract Unit Prices for "Unclassified Excavation."

More material will be excavated than is required for the construction of embankments. For the RSA on Runway 12, approximately 8,890 cy of excavation is required and approximately 8,150 cy of embankment is required. For the dirt/gravel road, approximately 550 cy of excavation is required and approximately 515 cy of embankment is required. For the RSA on Runway 30, approximately 19,020 cy of excavation is required and approximately 18,275 cy of embankment is required. This volume is unadjusted and does not include any estimate of "shrinkage." The excess material shall be wasted on the Airport as directed by the Airport Manager.

152-4.2 Payment for the 12-foot dirt road shall be made at the contract unit price per linear foot of dirt road constructed in accordance with this specification and the plans. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

- | | |
|-------------|--|
| Item P-152a | Unclassified Excavation - per cubic yard |
| Item P-152b | 12-foot Dirt Road – per linear 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.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180 Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³)

- ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
- ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³)
- ASTM D6938 Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

- AC 150/5370-2 Operational Safety on Airports During Construction Software

Software

- FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

- FAA RD-76-66 Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

THIS PAGE WAS INTENTIONALLY LEFT BLANK

ITEM P-208 AGGREGATE BASE COURSE

DESCRIPTION

208-1.1 This item shall consist of a base course composed of course aggregate bonded with fine aggregate base. It shall be constructed on a prepared subgrade or subbase course per these specifications and shall conform to the dimensions and typical cross-section shown on the plans.

MATERIALS

208-2.1 AGGREGATE BASE. The aggregate base material shall consist of both fine and coarse aggregate. Material shall be clean, sound, durable particles and fragments of stone or gravel, crushed stone, or crushed gravel mixed or blended with sand, screenings, or other materials. Materials shall be handled and stored in accordance with all federal, state, and local requirements. The aggregate shall be free from clay lumps, organic matter, or other deleterious materials or coatings. The method used to produce the crushed gravel shall result in the fractured particles in the finished product as nearly constant and uniform as practicable. The fine aggregate portion, defined as the portion passing the No. 4 sieve produced in crushing operations, shall be incorporated in the base material to the extent permitted by the gradation requirements. Aggregate base material requirements are listed in the following table.

With Engineer approval, P-208 Aggregate Base Course, as described in Section 208-2.1 and 208-2.2 may be substituted with material that meets the requirements of 1-1/2-inch aggregate base course California Department of Transportation (Caltrans) Class 2 or Class 3, per 2024 Caltrans Standard Specifications.

AGGREGATE BASE MATERIAL REQUIREMENTS

Material Test	Requirement	Standard
Coarse Aggregate		
Resistance to Degradation	Loss: 50% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Percentage of Fractured Particles	Minimum 60% by weight of particles with at least two fractured faces and 75% with at least one fractured face ¹	ASTM D5821
Flat Particles, Elongated Particles, or Flat and Elongated Particles	10% maximum, by weight, of flat, elongated, or flat and elongated particles ²	ASTM D4791
Fine Aggregate		
Liquid limit	Less than or equal to 25	ASTM D4318
Plasticity Index	Not more than five (5)	ASTM D4318

¹The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

²A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

208-2.2 GRADATION REQUIREMENTS. The gradation of the aggregate base material shall meet the requirements of the gradation given in the following table when tested per ASTM C117 and ASTM C136.

The gradation shall be well graded from coarse to fine and shall not vary from the lower limit on one sieve to the high limit on an adjacent sieve or vice versa.

GRADATION OF AGGREGATE BASE

Sieve Size	Design Range Percentage by Weight passing	Contractor's Final Gradation	Job Control Grading Band Tolerances for Contractor's Final Gradation ¹ Percent
2 inch	*		±0
1-1/2 inch	*		±5
1 inch	*		±8
3/4 inch	*		±8
No. 4	*		±8
No. 40	*		±5
No. 200	*		±3

¹The "Job Control Grading Band Tolerances for Contractor's Final Gradation" in the table shall be applied to "Contractor's Final Gradation" to establish a job control grading band. The full tolerance still applies if application of the tolerances results in a job control grading band outside the design range.

GRADATION OF AGGREGATE BASE (FROST AREAS)

Sieve Designation	Percentage by weight passing
	1-1/2" maximum
2 inch	--
1-1/2 inch	100
1 inch	70-100
3/4 inch	55-85
No. 4	30-60
No. 40	10-30
No. 200	5-10

¹The fraction of material passing the No. 200 sieve shall not exceed two-thirds the fraction passing the No. 40 sieve.

208-2.3 SAMPLING AND TESTING.

a. Aggregate base materials. The Contractor shall take samples of the aggregate base in accordance with ASTM D75 to verify initial aggregate base requirements and gradation. Material shall meet the requirements in paragraphs 208-2.1 and 208-2.2. This sampling and testing will be the basis for approval of the aggregate base quality requirements. RPR may require additional iterations of materials sampling and testing during extended breaks in aggregate production or if differing materials become apparent.

b. Gradation requirements. The Contractor shall take at least two aggregate base samples per day in the presence of the Resident Project Representative (RPR) to check the final gradation. Sampling shall be per ASTM D75. Material shall meet all the requirements in paragraph 208-2.2. The samples shall be taken from the in-place, un-compacted material at sampling points and intervals designated by the RPR.

208-2.4 SEPARATION GEOTEXTILE. Not used.

CONSTRUCTION METHODS

208-3.1 CONTROL STRIP. The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment, and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted or removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved by the RPR.

208-3.2 PREPARING UNDERLYING SUBGRADE AND/OR SUBBASE. The underlying subgrade and/or subbase shall be checked and accepted by the RPR before base course placing and spreading operations begin. Re-proof rolling of the subgrade or proof rolling of the subbase in accordance with Item P-152, at the Contractor's expense, may be required by the RPR if the Contractor fails to ensure proper drainage or protect the subgrade and/or subbase. Any ruts or soft, yielding areas due to improper drainage conditions, hauling, or any other cause, shall be corrected before the base course is placed. To ensure proper drainage, the spreading of the base shall begin along the centerline of the pavement on a crowned section or on the high side of the pavement with a one-way slope.

208-3.3 PRODUCTION. The aggregate shall be uniformly blended and, when at a satisfactory moisture content per paragraph 208-3.5, the approved material may be transported directly to the placement.

208-3.4 PLACEMENT. The aggregate shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The aggregate shall meet gradation and moisture requirements prior to compaction. The base course layer shall be constructed in lifts as established in the control strip, but not less than 4 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications at the Contractor's expense.

208-3.5 COMPACTION. Immediately upon completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade.

The field density of each compacted lift of material shall be at least 100% of the maximum density of laboratory specimens prepared from samples of the base material delivered to the jobsite. The laboratory specimens shall be compacted and tested in accordance with ASTM D698. The moisture content of the material during placing operations shall be within ± 2 percentage points of the optimum moisture content

as determined by ASTM D698. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

208-3.6 WEATHER LIMITATIONS. Material shall not be placed unless the ambient air temperature is at least 40 °F and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.

208-3.7 MAINTENANCE. The base course shall be maintained in a condition that will meet all specification requirements. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that materials still meet all specification requirements. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at their expense.

208-3.8 SURFACE TOLERANCES. After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and recompact to grade until the required smoothness and accuracy are obtained and approved by the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

A 12-foot straight edge shall be provided by the Contractor and made available to the RPR at all times for testing of surface smoothness tolerance.

a. Smoothness. The finished surface shall not vary more than 3/8-inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.

b. Grade. The grade and crown shall be measured on a 50-foot grid and shall be within +0 and -1/2 inch of the specified grade.

208-3.9 ACCEPTANCE SAMPLING AND TESTING. Aggregate base course shall be accepted for density and thickness on an area basis. Two tests will be made for density and thickness for each 1200 square yards. Sampling locations will be determined on a random basis per ASTM D3665.

a. Density. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D698. The in-place field density shall be determined per ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompact and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

b. Thickness. Depth tests shall be made by test holes at least 3 inches in diameter that extend through the base. The thickness of the base course shall be within +0 and -1/2 inch of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2 inch, the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches, adding new material of proper gradation, and the material shall be blended and recompact to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

If approved by the RPR, lift thickness testing may also be performed via survey at no cost to the Sponsor. If survey is to be used, Contractor shall provide the RPR with electronic survey of both the final accepted underlying surface prior to placing of base course material and after the placement of base course. Thickness checks will use this survey as the basis for determining base course thickness. Format of electronic survey shall be approved by RPR.

c. The Contractor shall remove all survey and grade hubs from base courses prior to placing any surface course.

METHOD OF MEASUREMENT

208-4.1 The quantity of 12 foot gravel road shall be measured by the number of linear foot of material actually constructed and accepted by the RPR as complying with the plans and specifications. Base materials shall not be included in any other excavation quantities. 6-inch subgrade preparation beneath the 12-foot gravel road shall be considered incidental. No direct measurement shall be made for 6-inch subgrade preparation beneath the 12-foot gravel road.

BASIS OF PAYMENT

208-5.1 Payment shall be made at the contract unit price per linear foot for 12 foot gravel road. This price shall be full compensation for furnishing all materials and for all operations, hauling, placing, and compacting of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item including the 6 inch of subgrade preparation beneath the gravel road..

Payment will be made under:

Item P-208 12-Foot Gravel Road – per linear 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.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing

ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³)
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³)
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity
ASTM D4643	Standard Test Method for Determination of Water Content of Soil and Rock by Microwave Oven Heating
ASTM D4751	Standard Test Methods for Determining Apparent Opening Size of a Geotextile
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
ASTM D7928	Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis

American Association of State Highway and Transportation Officials (AASHTO)

M288	Standard Specification for Geosynthetic Specification for Highway Applications
------	--

END OF ITEM P-208

ITEM F-161
WIRE FENCE WITH STEEL POSTS (CLASS C AND D FENCE)

DESCRIPTION

161-1.1 This item covers the requirements for furnishing materials and constructing new wire fences and gates with steel posts in accordance with the details included herein and as shown on the plans. The class of fence to be erected shall be either Class C, woven wire fencing surmounted by two strands of barbed wire, or Class D, four strands of barbed wire, as indicated on the plans.

MATERIALS

161-2.1 WIRE.

a. Woven wire (zinc-coated). The woven wire fencing shall be 7-bar, 26-inch field fence with top and bottom wires No. 10 gauge, and filler and stay wires No. 12-1/2 gauge. Stay wires shall be spaced 6 inches apart. All wire shall be smooth galvanized steel wire conforming to ASTM A116. All wires shall be twice-dipped and spaced as shown on the plans.

b. Barbed wire (zinc-coated). Zinc-coated barbed wire shall be 2-strand twisted No. 12-1/2 gauge galvanized steel wire with 4-point barbs of No. 14 gauge galvanized steel wire. All wire shall conform to ASTM A121, Type A. The barbs shall be spaced approximately 5 inches apart.

c. Barbed wire (copper-covered). Copper-covered steel barbed wire shall conform to ASTM A121, Type A.

d. Barbed wire (aluminum-coated). Aluminum-coated steel barbed wire shall be 2-strand twisted No. 12-1/2 gauge. The 4-point barbs of No. 14 gauge aluminum-coated steel wire shall be spaced approximately 5 inches apart. The steel wire shall have a tensile strength of between 60,000 and 80,000 pounds per square inch and the aluminum coating shall have a minimum weight of 0.30 ounces per square foot of wire surface on the No. 12-1/2 gauge line wire and 0.25 ounces per square foot of wire surface on the No. 14 gauge barbs.

e. Bracing wire (zinc-coated). Wire used for cable bracing shall be No. 9 smooth galvanized soft wire.

161-2.2 FENCE POSTS, GATES, RAILS, BRACES, AND ACCESSORIES. These items, when specified, shall conform to the requirements of Federal Specification RR-F-191 and shall be zinc-coated.

161-2.3 CONCRETE. Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 3,000 psi.

CONSTRUCTION METHODS

161-3.1 GENERAL. The fence shall be constructed in accordance with the details on the plans and as specified here using new materials. All work shall be performed in a workmanlike manner satisfactory to the RPR. The Contractor shall layout the fence line based on the plans. The Contractor shall span the opening below the fence with barbed wire at all locations where it is not practical to conform the fence to the general contour of the ground surface because of natural or manmade features such as drainage ditches. The new fence shall be permanently tied to the terminals of existing fences whenever required by the RPR. The finished fence shall be plumb, taut, true to line and ground contour, and complete in every detail. When directed, the Contractor shall stake down the woven wire fence at several points between posts.

The Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. The length of unfenced section at any time shall not exceed 300 feet. The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence.

161-3.2 CLEARING FENCE LINE. The site of the fence shall be sufficiently cleared of obstructions, and surface irregularities. The fence line shall be graded so that the fence will conform to the general contour of the ground. The fence line shall be cleared on each side of the centerline of the fence. This clearing shall consist of the removal of all stumps, brush, rocks, trees, or other obstructions that will interfere with proper construction of the fence. Stumps within the cleared area of the fence shall be grubbed or excavated. The bottom of the fence shall be placed a uniform distance above ground, as specified in the plans. When shown on the plans or as directed by the RPR, the existing fences which interfere with the new fence location shall be removed by the Contractor as a part of the construction work unless such removal is listed as a separate item in the bid schedule. All holes remaining after post and stump removal shall be refilled with suitable soil, gravel, or other suitable material and compacted with tampers.

The work shall include the handling and disposal of all material cleared, excavated or removed, regardless of the type, character, composition, or condition of such material encountered.

161-3.3 INSTALLING POSTS. All posts shall be spaced as shown on the plans. Corner, brace, anchor, end, and gate posts shall be set in concrete as shown on the plans. The top of the concrete shall be slightly above the ground surface, trowel finished, and sloped to drain. Post holes of full depth and size for the concrete shall be provided. All line posts may be either driven or set in dug holes to a depth of 3 feet. All post setting shall be done carefully and to true alignment. Dirt removed for placing posts, anchor bars, flanges, etc., shall be replaced, tamped, and leveled. When posts are driven, care shall be exercised to prevent marring or buckling of the posts. Damaged posts shall be replaced at the Contractor's expense. No extra compensation will be made for rock excavation.

161-3.4 BRACING. All corner, anchor, end, and gate posts shall be braced as shown on the plans. Anchor posts shall be set at approximately 500 feet intervals and braced to the adjacent posts.

161-3.5 INSTALLING WIRE. All barbed wire and woven wire shall be placed on the side of the post away from the airport, or as directed by the RPR, at the height indicated on the plans. The woven wire shall be carefully stretched and hung without sag and with true alignment. Care shall be taken not to stretch the wire so tightly that it will break in cold weather or pull up corner and brace posts. All horizontal wires shall be fastened securely to each post by fasteners or clips designed for use with the posts furnished. The woven wire shall be wrapped around end, corner, and gate posts, and the ends of all horizontal wires shall be tied with snug, tight twists. The wire shall be secured to prevent slipping up and down the post. Barbed wire strands shall be stretched and each strand secured to each post to prevent slipping out of line or becoming loose. At end, corner, and gate posts the barbed wire shall be securely wrapped and anchored once about the post from outside and secured against slipping by tying the ends with snug, tight twists. However, on spans of less than 100 feet both ends of the span need not be wrapped around the posts. The bottom wire of the woven wire fencing shall clear the ground by not more than 4 inches or less than one inch at any place.

161-3.6 SPLICING WIRE. Splices in barbed and woven wire will be permitted if made with an approved galvanized bolt-clamp splice or a wire splice made as follows: The ends of each wire shall be carried 3 inches past the splice tool and wrapped around the other wire for at least six turns in opposite directions. After the tool is removed, the space occupied by it shall be closed by pulling the ends together. The unused ends of the wire shall be cut close to make a neat, workmanlike job.

161-3.7 INSTALLING GATES. The gates shall be hung on gate fittings as shown on the plans. They shall be attached in such a manner that the gate cannot be lifted off the hinges. Gates shall be erected to swing in the direction indicated and shall be provided with gate stops, as specified or as shown on the plans. Gates shall be erected at locations shown on the plans.

161-3.8 EXISTING FENCE CONNECTIONS. Wherever the new fence joins an existing fence, either at a corner or at the intersection of straight fence lines, a corner or anchor post shall be set at the junction and braced and anchored the same as herein described for corner posts.

If the connection is made at other than the corner of the new fence, the last span of the old fence shall contain a brace span.

161-3.9 ELECTRICAL GROUNDS. Electrical grounds shall be constructed where a power line passes over the fence and at 500 feet intervals. The ground shall be accomplished with a copper clad rod 8 feet long and a minimum of 5/8 inches in diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction. The Contractor shall comply with FAA-STD-019, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment, paragraph 4.2.3.8, Lightning Protection for Fences and Gates, when fencing is adjacent to FAA facilities.

161-3.10 CLEANING UP. The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded per Item T-901.

METHOD OF MEASUREMENT

161-4.1 Fences, Class D (Steel Posts), shall be measured in place from outside to outside of end posts or corner posts and shall be the length of fence actually constructed, except for the space occupied by the gates. No direct measurement shall be made for airfield warning signs. Airfield warning signs shall be considered incidental to the fence and gate.

161-4.2 Chain-link fence gates shall be measured in units for each gate installed and accepted. No direct measurement shall be made for airfield warning signs. Airfield warning signs shall be considered incidental to the fence and gate.

BASIS OF PAYMENT

161-5.1 Payment shall be made at the contract unit price per linear foot for Class D wire fence. This price shall be full compensation for furnishing all materials and for all preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item including airfield warning signs installed on gates and fences.

161-5.2 Payment will be made at the contract unit price per each for chain-link fence gates. This price shall be full compensation for furnishing all materials and for all preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item including airfield warning signs installed on gates and fences.

Payment will be made under:

- Item F-161a Wire Fence with Steel Posts (Class D) – per linear foot
- Item F-161b 16-Foot Chain-Link Swing Gate – per each

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 A116 Standard Specification for Metallic-Coated, Steel Woven Wire Fence Fabric
- ASTM A121 Standard Specification for Metallic-Coated Carbon Steel Barbed Wire

FAA Standard

- FAA-STD-019 Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment

Federal Specification (FED SPEC)

- FED SPEC RR-F-191/Gen Fencing, Wire, and Post Metal (and Gates, Chain-link Fence Fabric, and Accessories) (General Specification)

FAA Orders

- 5300.38 AIP Handbook

END OF ITEM F-161

THIS PAGE WAS INTENTIONALLY LEFT BLANK

ITEM T-901 SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding the areas shown on the plans or as indicated by the RPR in accordance with these specifications.

MATERIALS

901-2.1 SEED. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural. Labels shall conform to all current State and Federal regulations and shall be subject to the testing provisions of the Association of Official Seed Analysis. All brands shall be free from such noxious seeds including but not limited to Russian or Canadian Thistle, Knapweed, Purple Loosesrife, European Bindweed, Johnson Grass, and Leafy Spurge and the weed list prepared by the County in which the Contract takes place should a weed list exist.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

SEED PROPERTIES AND RATE OF APPLICATION

Species	Pure Live Seed (PLS) (Pounds/Acre)
Inland Saltgrass	0.67
Alkali Sacation	0.15
Galleta Grass	1.75
Indian Ricegrss	1.61
Beardless Wildrye	1.16
Needleandthread	1.09
Boottlebrush Squirreltail	0.91
Desert Globemallow	0.17
TOTAL	7.48

Seeding shall be performed during the period between Fall and Early Spring inclusive, unless otherwise approved by the RPR.

901-2.2 LIME. Not required.

901-2.3 FERTILIZER. Not required.

901-2.4 SOIL FOR REPAIRS. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

901-2.5 SUBMITTALS. Material submittals are required on seed, mulch, and tackifier. No material shall be ordered until the Engineer has received and approved the material submittals.

CONSTRUCTION METHODS

901-3.1 ADVANCE PREPARATION AND CLEANUP. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

All disturbed areas authorized by the Engineer shall be prepared for seeding. Any unauthorized areas that are disturbed shall be prepared and seeded in the same manner at the Contractor's expense.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 DRY APPLICATION METHOD.

a. Liming. Not required.

b. Fertilizing. Not required.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot of width for sandy or light soils.

901-3.3 WET APPLICATION METHOD.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons per minute at a pressure of 100 lb / sq inches. The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipelines shall be capable of providing clearance for 5/8 inch solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

c. Mixtures. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches, after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 MAINTENANCE OF SEEDED AREAS. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of acres measured on the ground surface, completed and accepted.

901-4.2 Where existing vegetation outside the designated construction areas is damaged or destroyed by the Contractor's activities, the Contractor shall reseed the surface areas in accordance with these specifications. These areas will not be measured for payment.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material in accordance with the methods specified herein or a method approved by the Engineer, and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item T-901 Seeding - per acre

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 C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

THIS PAGE WAS INTENTIONALLY LEFT BLANK

ITEM T-908 MULCHING

DESCRIPTION

908-1.1 This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the RPR.

MATERIALS

908-2.1 MULCH MATERIAL. Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, or to surrounding farmland, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.

a. Hay. Hay shall be native hay in an air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Hay shall be sterile, containing no fertile seed.

b. Straw. Straw shall be the stalks from threshed plant residue of oats, wheat, barley, rye, or rice from which grain has been removed. Furnish in air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Straw shall contain no fertile seed.

c. Hay mulch containing seed. Hay mulch shall be mature hay containing viable seed of native grasses or other desirable species stated in the special provisions or as approved by the RPR. The hay shall be cut and handled so as to preserve the maximum quantity of viable seed. Hay mulch that cannot be hauled and spread immediately after cutting shall be placed in weather-resistant stacks or baled and stored in a dry location until used.

d. Manufactured mulch. Cellulose-fiber or wood-pulp mulch shall be products commercially available for use in spray applications.

e. Asphalt binder. Asphalt binder material shall conform to the requirements of ASTM D977, Type SS-1 or RS-1.

908-2.2 INSPECTION. The RPR shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the RPR and any materials brought on the site that do not meet these standards shall be rejected.

CONSTRUCTION METHODS

908-3.1 MULCHING. Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or directed by the RPR. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per acre to provide a loose depth of not less than 1-1/2 inches nor more than 3 inches. Other organic

material shall be spread at the rate directed by the RPR. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch nor more than 2 inches.

908-3.2 SECURING MULCH. The mulch shall be held in place by light disking, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the RPR. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the "peg and string" method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

908-3.3 CARE AND REPAIR.

a. The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the RPR, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.

b. The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the RPR, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.

c. If the "asphalt spray" method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons per 1,000 square feet, or as directed by the RPR, with a minimum of 6 gallons and a maximum of 10 gallons per 1,000 square feet depending on the type of mulch and the effectiveness of the binder securing it. Asphalt binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be used. The nozzle shall be operated at a distance of not less than 4 feet from the surface of the mulch and uniform distribution of the asphalt material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the asphalt material.

d. If the "asphalt mix" method is used, the mulch shall be applied by blowing, and the asphalt binder material shall be sprayed into the mulch as it leaves the blower. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons per 1,000 square feet or as directed by the RPR, with a minimum of 6 gallons and a maximum of 10 gallons per 1,000 square feet depending on the type of mulch and the effectiveness of the binder securing it.

METHOD OF MEASUREMENT

908-4.1 Mulching shall be measured in square yards on the basis of the actual surface area acceptably mulched.

BASIS OF PAYMENT

908-5.1 Payment will be made at the contract unit price per acre for mulching. The price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-908 Mulching - per acre

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 D977 Standard Specification for Emulsified Asphalt

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-908

THIS PAGE WAS INTENTIONALLY LEFT BLANK

THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-06-0024-0XX-2024

PROJECT NO.	24149	DATE
DRAWN BY	JOS	03-2025
CHECKED BY	NPD	03-2025
DESIGNED BY	SJM / ACT	03-2025
REVISIONS		DATE

TITLE SHEET

1.1

BISHOP AIRPORT (BIH)

INYO COUNTY, CALIFORNIA

FOR BIDDING ONLY
NOT FOR CONSTRUCTION

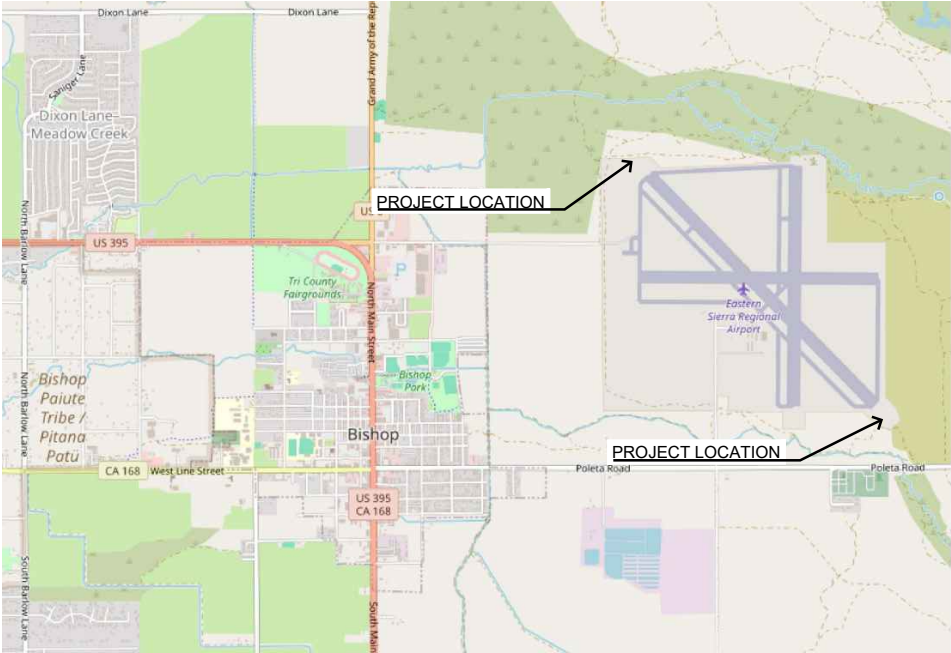
AIP NO. 3-06-0024-0XX-2025

GENERAL DESCRIPTION OF PROJECT:
RUNWAY 12/30 END RSA IMPROVEMENTS

INDEX OF SHEETS

SHEET NUMBER	SHEET TITLE
1.1	TITLE SHEET
1.2	NOTES, LEGEND, SURVEY CONTROL
2.1 - 2.2	REMOVALS PLAN
3.1	EXTENDED RUNWAY CENTERLINE PROFILES
3.2	RW 12 RSA GRADING PLAN
3.3	DIRT ROAD PROFILE & TYPICAL SECTIONS
3.4	RW 30 RSA GRADING PLAN
4.1	RW 12 RSA FENCING PLAN
4.2	RW 30 RSA FENCING PLAN
4.3 - 4.4	FENCING DETAILS
5.1 - 5.3	RW 12 RSA CROSS SECTIONS
5.4 - 5.7	RW 30 CROSS SECTIONS
6.1	SEEDING AND EROSION CONTROL
ATTACHED	CONSTRUCTION SAFETY & PHASING PLAN

VICINITY MAP



NO SCALE



MARCH 2025

Last Saved By: jim.smith 2025/03/13

Drawing Name: C:\Users\JIM-1\SMI\AppData\Local\Temp\AcPublish_20136924149\TTL E.dwg Mar 13 2025 - 2:36pm

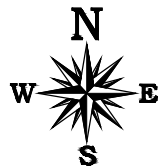
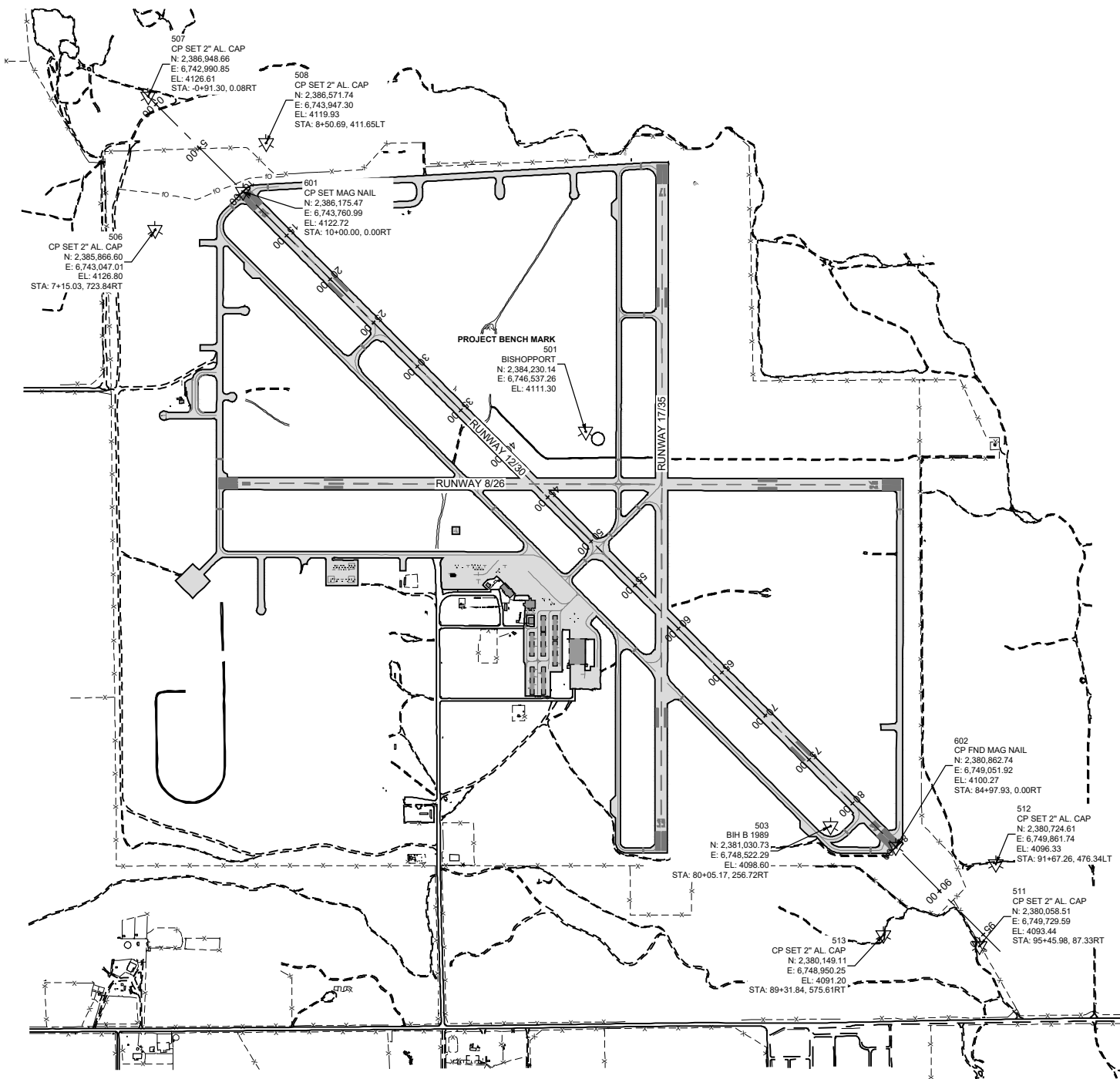
LEGEND

	EXISTING SPOT ELEVATION		PROPOSED FINISHED GRADE ELEVATION
	EXISTING GROUND CONTOUR (5' INTERVAL)		PROPOSED GROUND CONTOUR (1' INTERVAL)
	EXISTING RUNWAY EDGE LIGHT		PROPOSED RUNWAY EDGE LIGHT
	EXISTING TAXIWAY EDGE LIGHT		PROPOSED TAXIWAY EDGE LIGHT
	EXISTING RETROREFLECTIVE MARKER		PROPOSED TAXIWAY RETROREFLECTIVE MARKER
	EXISTING SPLICE BASE / PULL BOX		PROPOSED SPLICE BASE / PULL BOX
	EXISTING AIRFIELD SIGN		PROPOSED AIRFIELD SIGN
	EXISTING BEACON		PROPOSED BEACON AND TOWER
	EXISTING WIND CONE		PROPOSED LIGHTED WIND CONE
	EXISTING SEGMENTED CIRCLE		PROPOSED SUPPLEMENTAL WIND CONE
	EXISTING PAPI / VASI		PROPOSED SEGMENTED CIRCLE
	EXISTING REIL		PROPOSED PAPI
	EXISTING AWOS/ASOS/UNICOM		PROPOSED REIL
	EXISTING TIEDOWN ANCHOR		PROPOSED AWOS
	EXISTING UTILITY POLE		PROPOSED TIEDOWN ANCHOR
	EXISTING AREA LIGHT		PROPOSED UTILITY POLE
	EXISTING GUY		PROPOSED AREA LIGHT (S)
	EXISTING PAD MOUNTED TRANSFORMER		PROPOSED ELECTRIC TRANSFORMER
	EXISTING UTILITY PEDESTAL		PROPOSED MANHOLE
	EXISTING UTILITY METER		PROPOSED SANITARY SEWER CLEAN-OUT
	EXISTING MANHOLE / CLEAN-OUT		PROPOSED STORM DRAIN INLET
	EXISTING AREA INLET / CATCH BASIN		PROPOSED FIRE HYDRANT
	EXISTING FIRE HYDRANT		PROPOSED WATER VALVE
	EXISTING WATER VALVE		PROPOSED SURVEY MONUMENT
	EXISTING TREE		PROPOSED AIRFIELD POWER CABLE(S)
	EXISTING ROAD SIGN(S)		PROPOSED COUNTERPOISE CABLE
	EXISTING SECTION CORNER		PROPOSED CONCRETE ENCASED DUCT BANK
	EXISTING SURVEY CONTROL MONUMENT		PROPOSED CULVERT w/END SECTIONS
	EXISTING PROPERTY CORNER PIN/CAP		PROPOSED SWALE DIRECTION
	EXISTING AIRFIELD POWER CABLE(S)		PROPOSED BARBED WIRE FENCE
	EXISTING CONCRETE DUCT BANK		PROPOSED CHAIN LINK FENCE
	EXISTING CULVERT		PROPOSED WILDLIFE FENCE
	EXISTING SWALE DIRECTION		PROPOSED SANITARY SEWER LINE
	EXISTING BARB WIRE FENCE		PROPOSED STORM DRAIN LINE
	EXISTING CHAIN LINK FENCE		PROPOSED WATERLINE
	EXISTING WILDLIFE FENCE		PROPOSED GAS LINE
	EXISTING SANITARY SEWER LINE		PROPOSED UNDERGROUND POWER/TELE
	EXISTING STORM DRAIN LINE		PROPOSED PERFORATED UNDERDRAIN W/ CLEAN-OUT
	EXISTING WATER LINE		PROPOSED NON-PERFORATED UNDERDRAIN
	EXISTING GAS LINE		PROPOSED SEDIMENT LOG
	EXISTING UNDERGROUND POWER OR TELE. LINE		PROPOSED SILT FENCE
	EXISTING OVERHEAD POWER CABLE		PROPOSED CONCRETE PAVEMENT
	EXISTING UNDERGROUND COMMUNICATION LINE		PROPOSED ASPHALT PAVEMENT
	EXISTING FIBER OPTIC CABLE		PROPOSED ASPHALT/CONCRETE REMOVAL
	EXISTING UNDERDRAIN W/ CLEAN-OUT		PROPOSED GRAVEL
	EXISTING CONCRETE PAVEMENT		PROPOSED ROCK RIPRAP
	EXISTING ASPHALT PAVEMENT		PROPOSED BUILDING
	EXISTING GRAVEL		PROPOSED SEEDING AREA
	EXISTING BUILDING		PROPOSED GRADING AREA
	EXISTING WETLANDS		

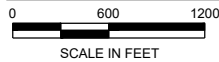
NOTE: LEGEND APPLIES TO ALL SHEETS IN THIS PLAN SET, IS GENERIC, AND NOT ALL SYMBOLS MAY BE IN PLAN SHEETS.

GENERAL NOTES

- ESTIMATED QUANTITIES ARE CONSIDERED APPROXIMATE ONLY EXCEPT WHERE PLAN QUANTITIES ARE SPECIFIED FOR PAYMENT. ACTUAL QUANTITIES SHALL BE DETERMINED BY FIELD MEASUREMENT OR SPECIFICATIONS.
- THE CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTALS FOR THE ENGINEER'S APPROVAL PRIOR TO ORDERING.
- THE CONTRACTOR IS REQUIRED TO OBTAIN ALL NECESSARY CONSTRUCTION PERMITS AS NECESSARY FOR THE PROJECT.
- THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A WORK SCHEDULE AND PROPOSED CONSTRUCTION METHODS AT THE PRE-CONSTRUCTION CONFERENCE.
- THE CONTRACTOR SHALL OBTAIN APPROVAL FROM AIRPORT MANAGEMENT AND THE ENGINEER PRIOR TO ESTABLISHING CONSTRUCTION ACCESS OR HAUL ROADS. EXISTING PAVEMENT SURFACES OTHER THAN AIRFIELD PAVEMENTS SHALL BE USED TO THE MAXIMUM EXTENT POSSIBLE.
- THE CONTRACTOR SHALL MINIMIZE DISTURBANCE INCLUDING RUTS PRODUCED BY VEHICLES AND EQUIPMENT IN NON-PAVEMENT AREAS WITHIN ALL CONSTRUCTION AREAS. ALL DISTURBED AREAS IN THESE LOCATIONS SHALL BE RECLAIMED AT NO ADDITIONAL COST TO THE SPONSOR. DAMAGE CAUSED TO EXISTING AIRFIELD PAVEMENTS, AIRFIELD CABLE CIRCUITS OR FACILITIES DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SPONSOR.
- CONTRACTOR SHALL COORDINATE ALL ON-SITE WASTE MATERIAL DISPOSAL WITH ENGINEER AND AIRPORT.



SURVEY CONTROL



NOTES TO SURVEYOR:

- THE PROJECT CONTROL IS A MODIFIED STATE PLANE COORDINATE SYSTEM.
- ALL DISTANCE UNITS ARE IN FEET AT GROUND.
- A BASE LINE WITH STATIONS AND OFFSETS HAS BEEN SET AT THE RUNWAY CENTERLINE FOR PROJECT CONTROL. ALL INFORMATION FOR THIS PROJECT WILL BE BASED ON THIS BASE LINE.
- BEFORE ANY CONSTRUCTION OPERATIONS BEGIN, CONSTRUCTION SURVEYOR TO RUN A TRAVERSE, LEVEL LOOP, AND VERIFY CONTROL. ANY DISCREPANCIES SHALL BE RESOLVED WITH PROJECT ENGINEER.
- FOR QUALITY CONTROL AND VERIFICATION PURPOSES, ANY WRITTEN SURVEY INFORMATION SUPPLIED TO LOCHNER SHALL BE IN STATION, OFFSET, ELEVATION FORMAT.

CAUTION - NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS IN THE FIELD. THE INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR AND IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL CALIFORNIA 811 (1-800-624-2444) AT LEAST 48 HOURS BEFORE ANY EXCAVATION / EMBANKMENT TO REQUEST FIELD LOCATION OF UTILITIES.



THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-46-0024-0XX-2024

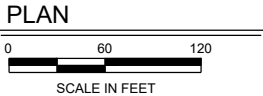
PROJECT NO.	24149	DATE
DRAWN BY	JOS	03-2025
CHECKED BY	NPD	03-2025
DESIGNED BY	SJM / ACT	03-2025
REVISIONS		DATE

NOTES, LEGEND,
SURVEY CONTROL

1.2

Last Saved By: jim.smith 2025/03/28

Drawing Name: C:\Users\JIM-1\MyAppData\Local\Temp\AcPublish_2532824149 REMOVALS.dwg Mar 28 2025 - 11:16am



NOTE: ALL EXISTING UTILITIES, FEATURES, ETC., ABOVE AND BELOW GROUND ARE CONSIDERED "PROTECT IN PLACE" UNLESS OTHERWISE NOTED.

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL SIGNED AND SEALED DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA
AIP No. 3-46-0024-0XX-2024

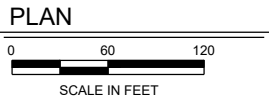
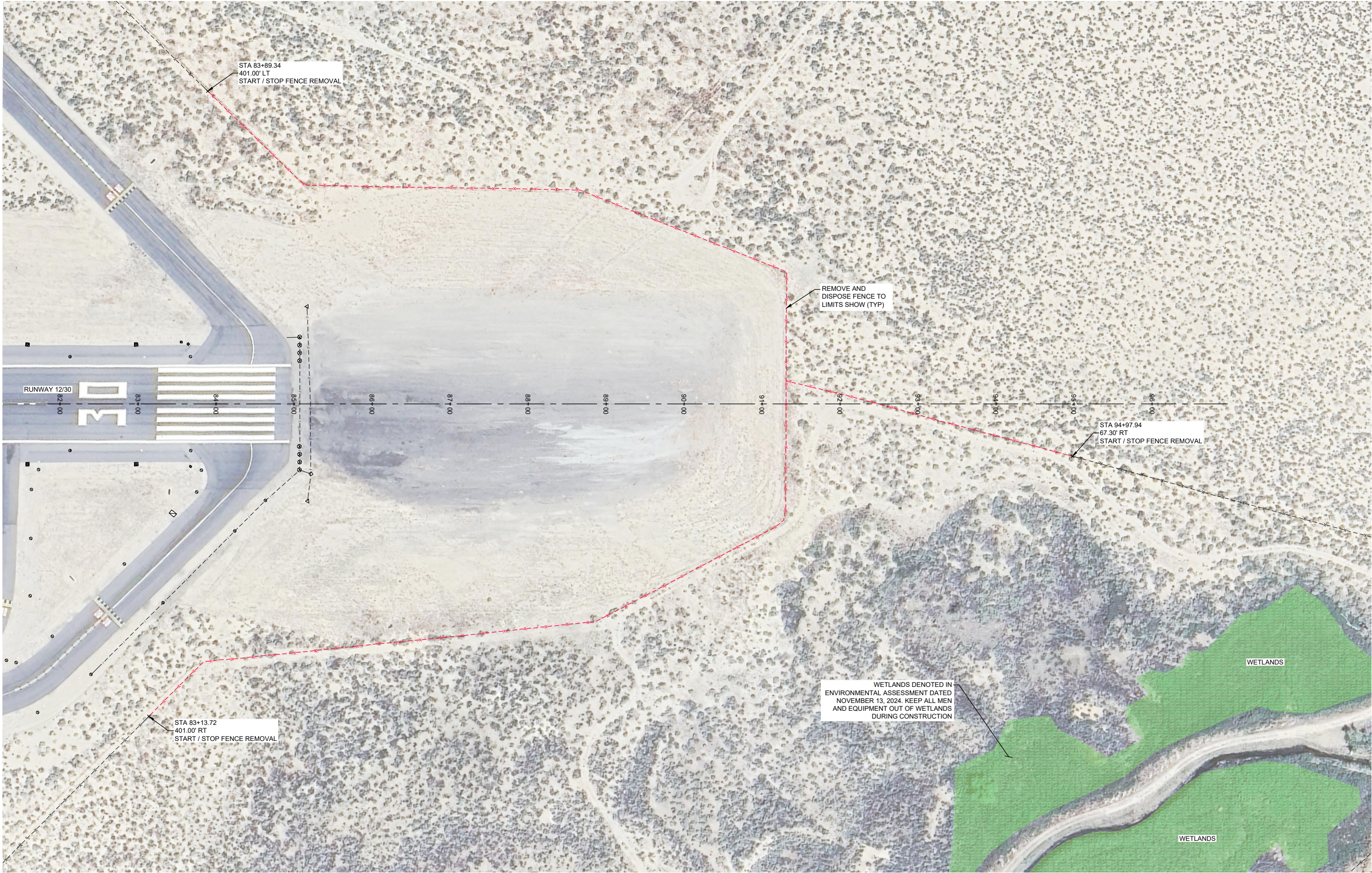
PROJECT NO.	24149	DATE
DRAWN BY	JOS	03-2025
CHECKED BY	NPD	03-2025
DESIGNED BY	SJM / ACT	03-2025
REVISIONS		DATE

REMOVALS PLAN

2.1

Last Saved By: jim.smith 2025/03/28

Drawing Name: C:\Users\JIM-1\SMI\AppData\Local\Temp\AcPublish_2532824149\REMOVALS.dwg Mar 28 2025 - 11:16am



NOTE: ALL EXISTING UTILITIES, FEATURES, ETC., ABOVE AND BELOW GROUND ARE CONSIDERED "PROTECT IN PLACE" UNLESS OTHERWISE NOTED.

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL SIGNED AND SEALED DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-46-0024-0XX-2024

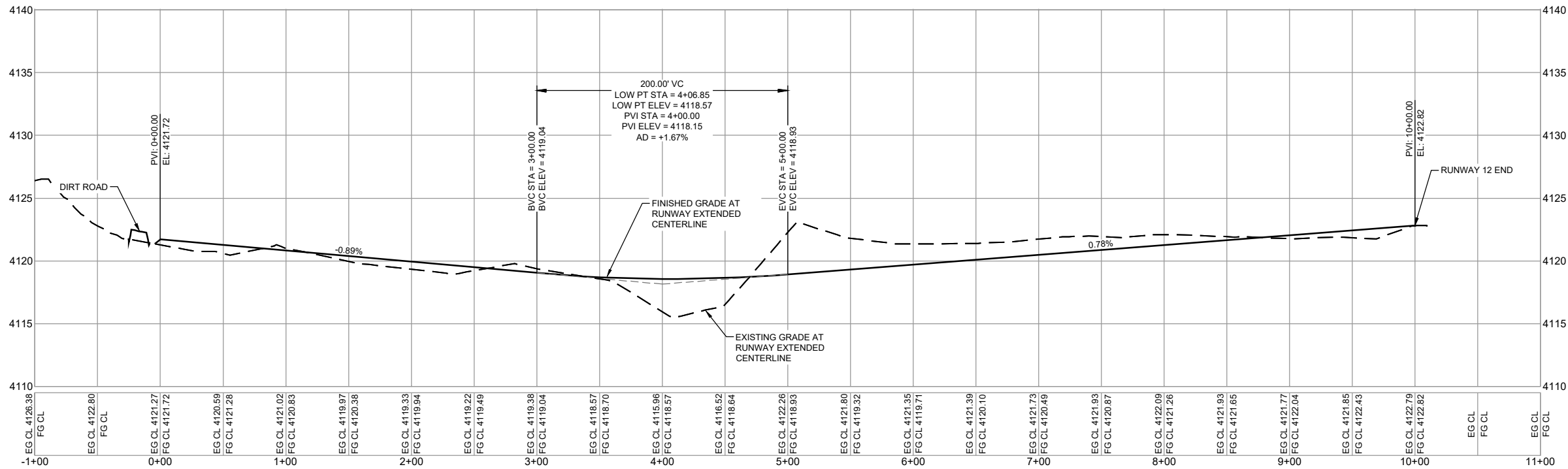
PROJECT NO.	24149
DRAWN BY	JOS
CHECKED BY	NPD
DESIGNED BY	SJM / ACT
REVISIONS	

REMOVALS PLAN

2.2

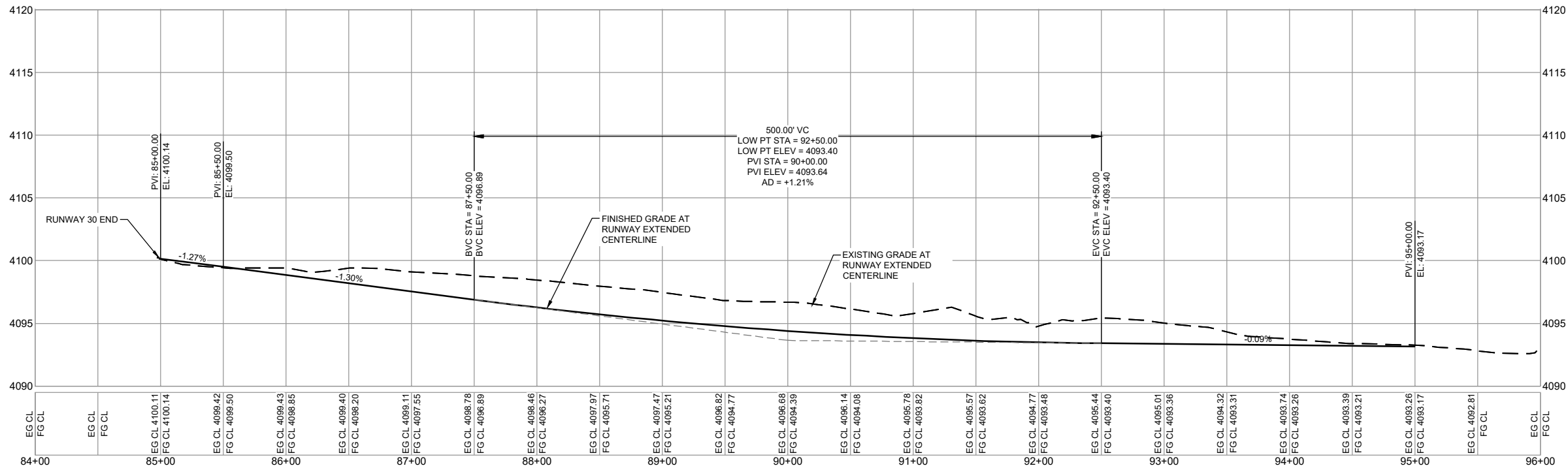
Last Saved By: jim.smith 2025/03/28

Drawing Name: C:\Users\jim-1\MyAppData\LocalTemp\AcPublish_2532824149\GRADING.dwg Mar 28, 2025 - 11:08am



RUNWAY 12 END EXTENDED PROFILE

SCALE: PER GRID



RUNWAY 30 END EXTENDED PROFILE

SCALE: PER GRID

THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-46-0024-0XX-2024

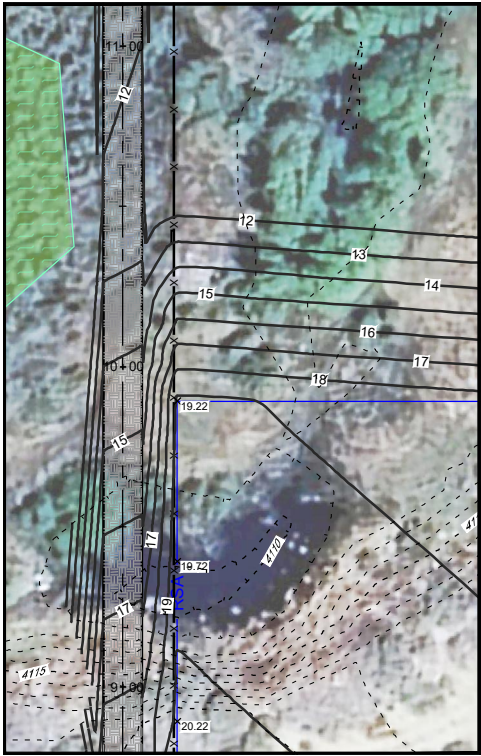
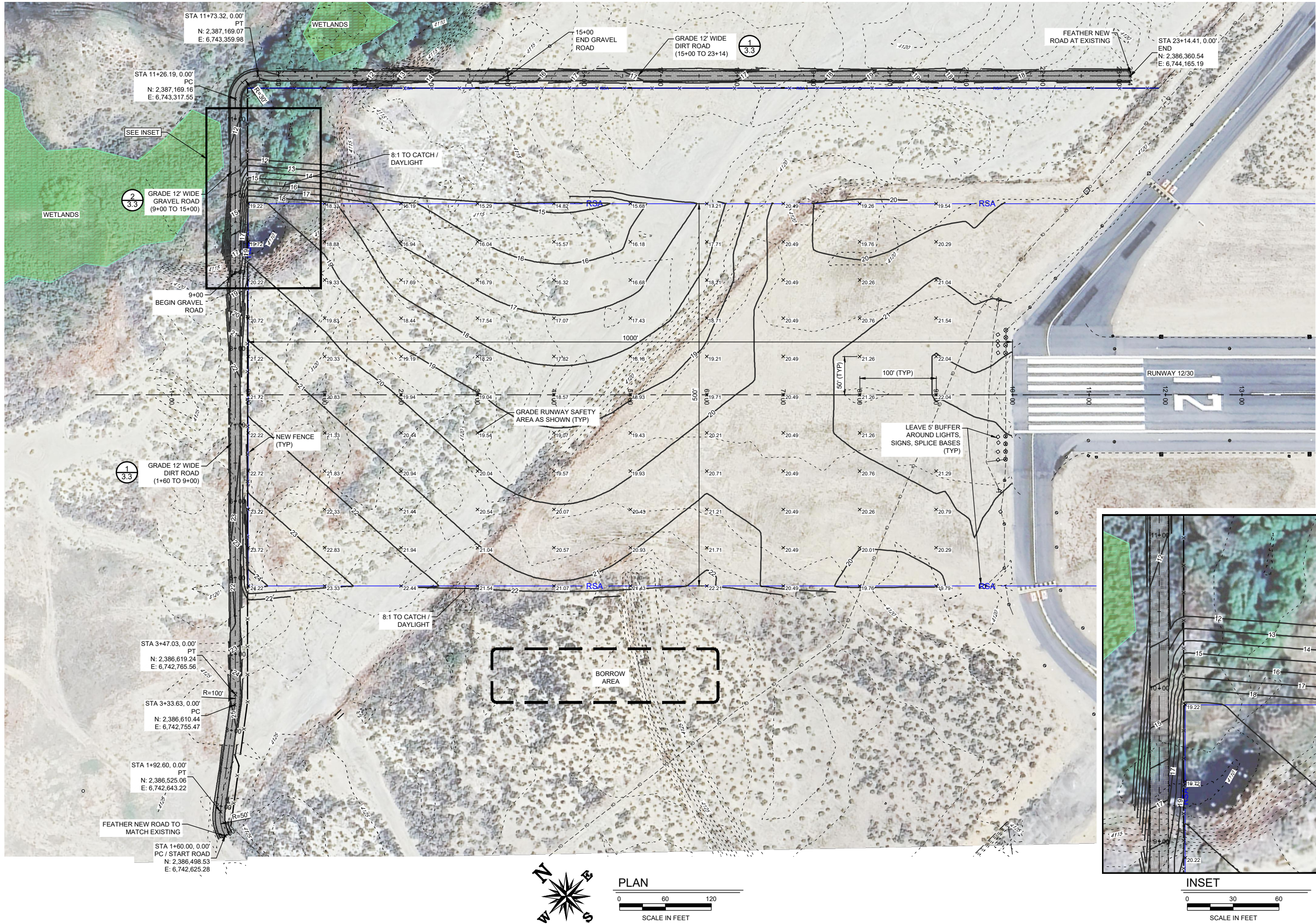
PROJECT NO.	
24149	
DRAWN BY	DATE
JOS	03-2025
CHECKED BY	DATE
NPD	03-2025
DESIGNED BY	DATE
SJM / ACT	03-2025
REVISIONS	DATE

EXTENDED RUNWAY
CENTERLINE
PROFILES

3.1

Last Saved By: jim.smith 2025/03/31

Drawing Name: C:\pw_working\lochner-cw-01\ud20427724149 GRADING.dwg Mar 31 2025 - 1:59pm



THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-46-0024-0XX-2024

PROJECT NO.	24149	DATE
DRAWN BY	JOS	03-2025
CHECKED BY	NPD	03-2025
DESIGNED BY	SJM / ACT	03-2025
REVISIONS		DATE

RW 12 RSA
GRADING PLAN

3.2

BISHOP AIRPORT (BIH)

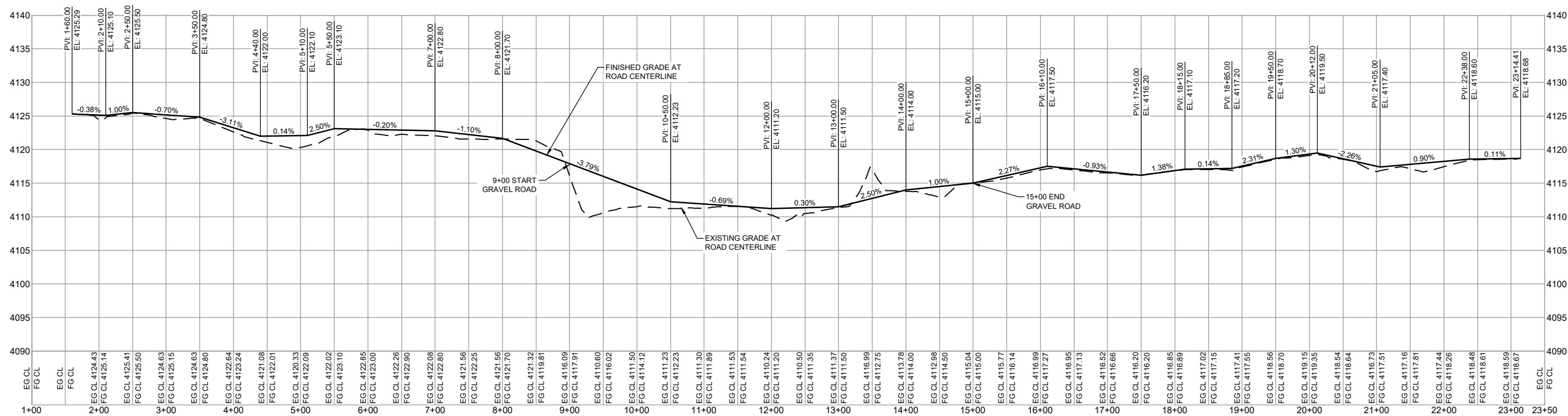
BISHOP, CALIFORNIA

AIP No. 3-06-0024-0XX-2024

PROJECT NO.	
24149	
DRAWN BY	DATE
JOS	03-2025
CHECKED BY	DATE
NPD	03-2025
DESIGNED BY	DATE
SJM / ACT	03-2025
REVISIONS	DATE

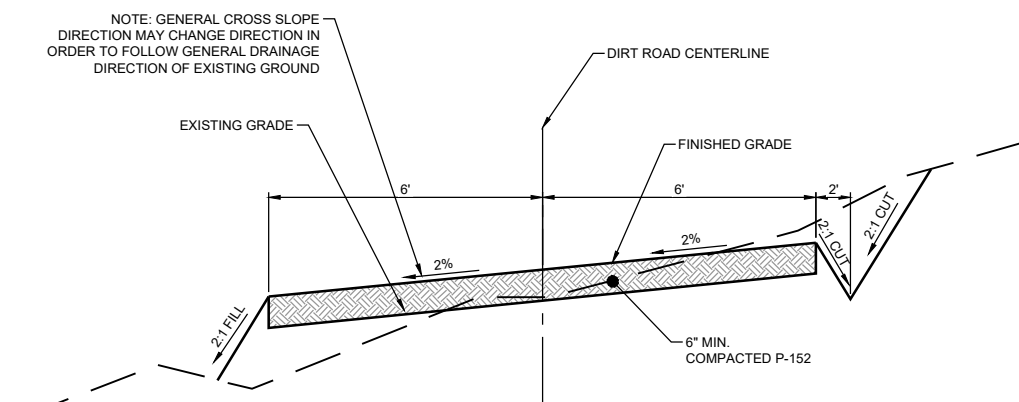
DIRT ROAD PROFILE & TYPICAL SECTIONS

3.3



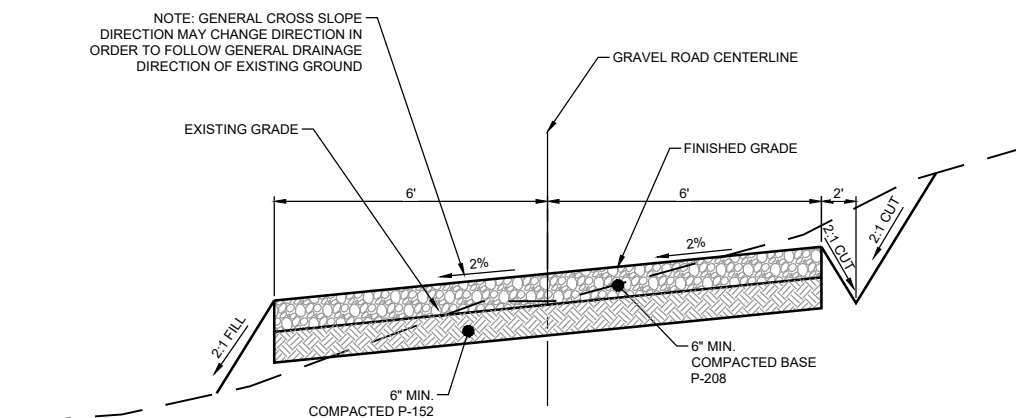
ROAD PROFILE

SCALE: PER GRID



STA 0+00 TO 7+00
STA 13+00 TO 21+14

1 DIRT ROAD TYPICAL SECTION
3.3 NOT TO SCALE

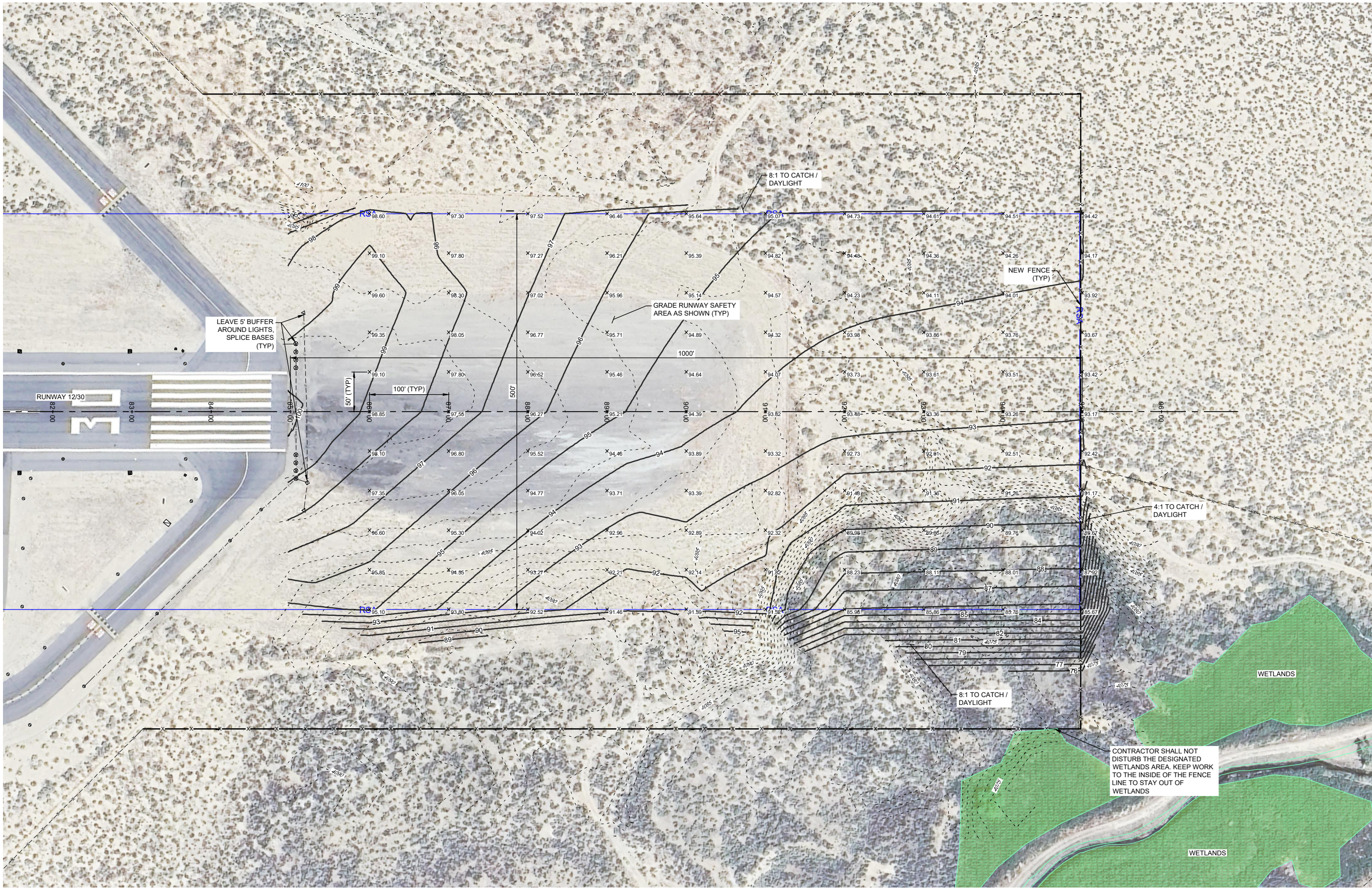


STA 7+00 TO 13+00

2 GRAVEL ROAD TYPICAL SECTION
3.3 NOT TO SCALE

Last Saved By: jim.smith 2025/03/28

Drawing Name: C:\Users\JIM-1\SMI\AppData\Local\Temp\AcPublish_2532824149\GRADING.dwg Mar 28 2025 - 11:08am



THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-46-0024-0XX-2024

PROJECT NO.	24149
DRAWN BY	JOS
CHECKED BY	NPD
DESIGNED BY	SJM / ACT
REVISIONS	

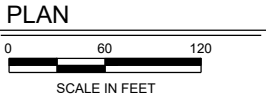
DATE	03-2025
DATE	03-2025
DATE	03-2025
DATE	03-2025
DATE	

RW 30 RSA
GRADING PLAN

3.4

Last Saved By: jim.smith 2025/03/28

Drawing Name: C:\pw_working\lochner\pw-01\ud20427724149 FENCE.dwg Mar 28, 2025 - 11:29am



THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-46-0024-0XX-2024

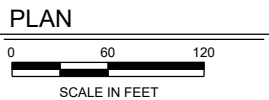
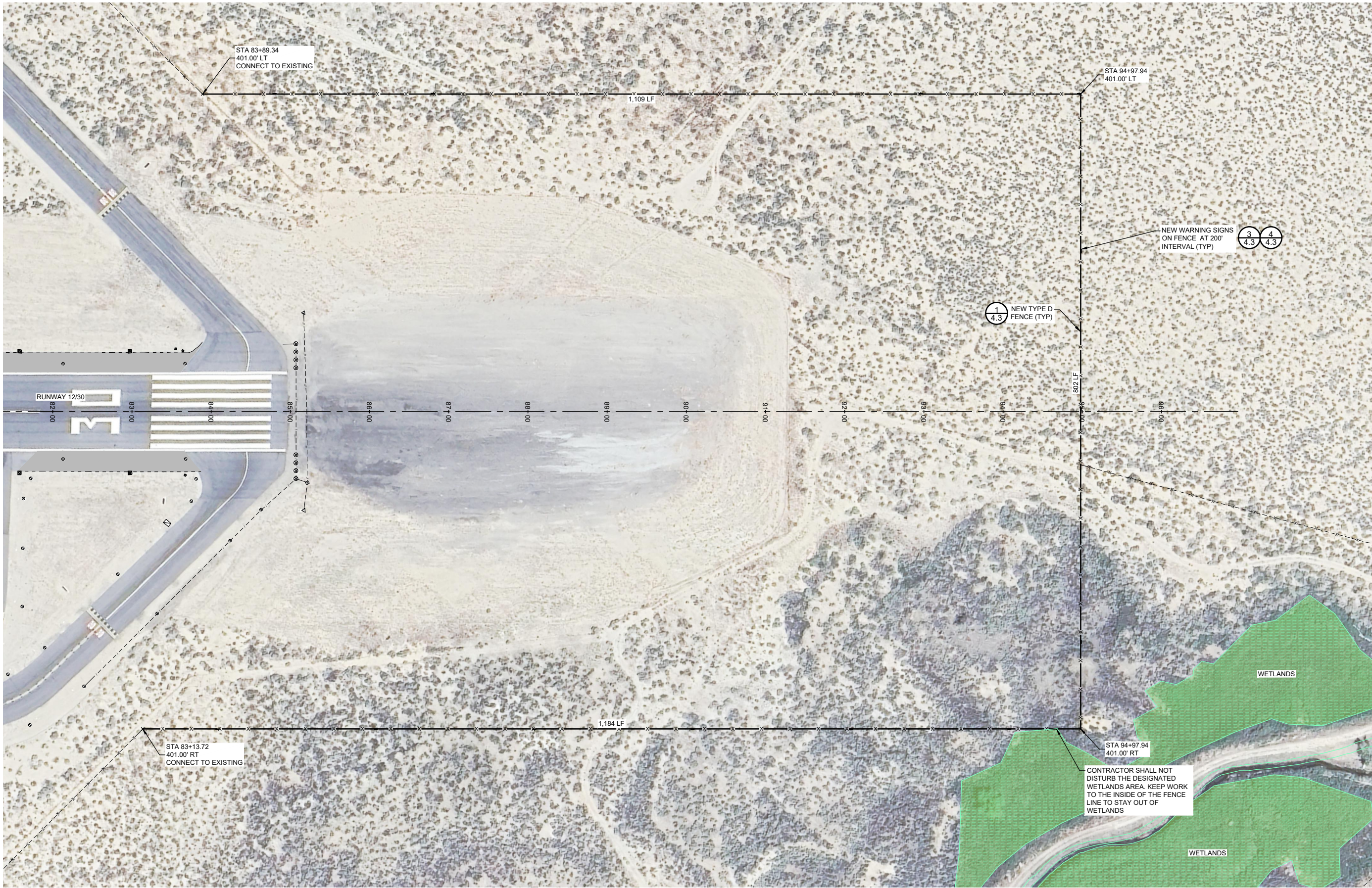
PROJECT NO.	24149	DATE
DRAWN BY	JOS	03-2025
CHECKED BY	NPD	03-2025
DESIGNED BY	SJM / ACT	03-2025
REVISIONS		DATE

RW 12 RSA
FENCING PLAN

4.1

Last Saved By: jim.smith 2025/03/31

Drawing Name: C:\pw_working\lochner\pw-01\ud20427724149 FENCE.dwg Mar 31, 2025 - 1:20pm



THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-46-0024-0XX-2024

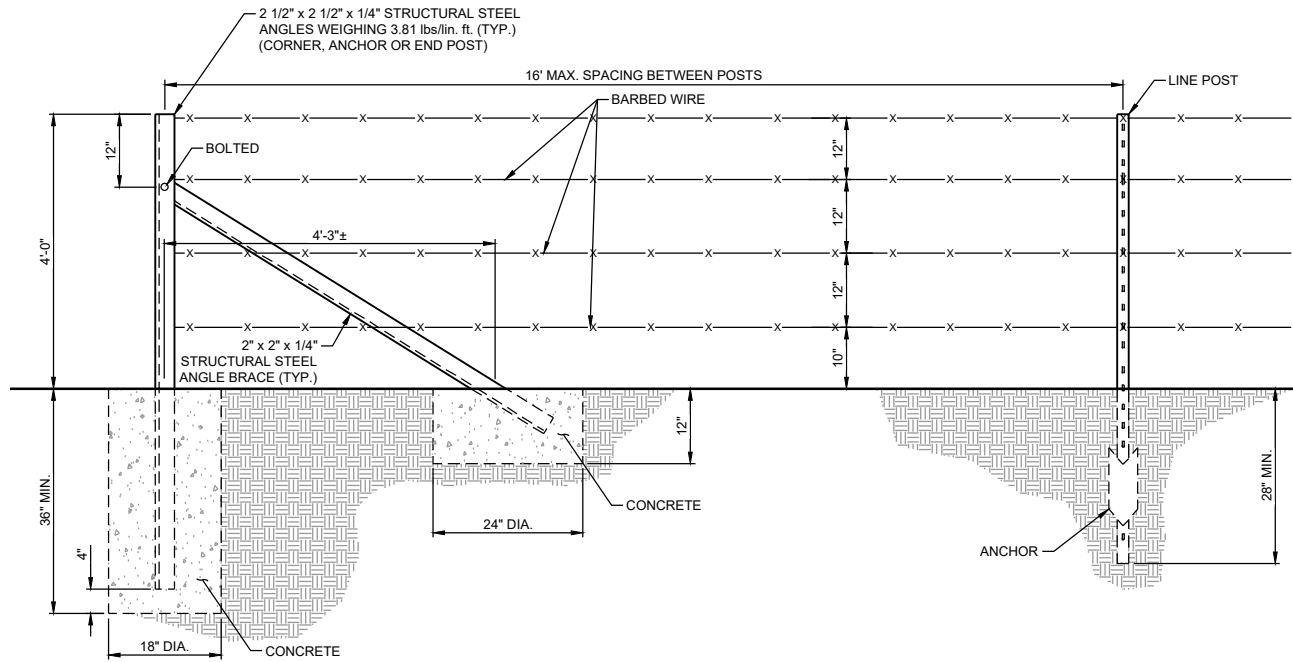
PROJECT NO.	24149	DATE
DRAWN BY	JOS	03-2025
CHECKED BY	NPD	03-2025
DESIGNED BY	SJM / ACT	03-2025
REVISIONS		DATE

RW 30 RSA
FENCING PLAN

4.2

Last Saved By: jim.smith 2025/03/28

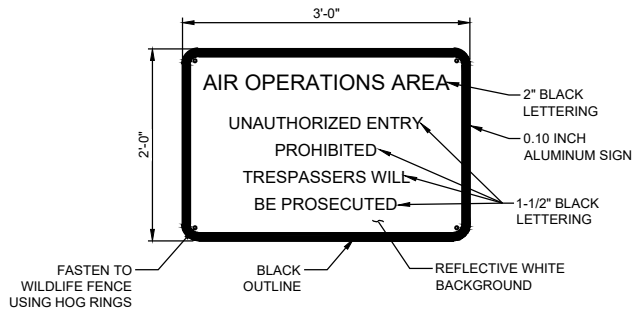
Drawing Name: C:\pw_working\lochner-pw-01\ud204277\24149 FENCE.dwg Mar 28, 2025 - 11:29am



1 CLASS "D" BARBED WIRE FENCE W/ STEEL POSTS
4.3 NOT TO SCALE

GENERAL NOTES

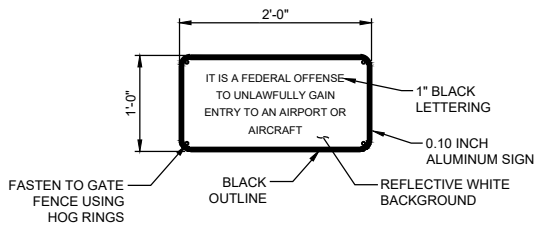
1. AT EACH LOCATION WHERE AN ELECTRIC TRANSMISSION, DISTRIBUTION OR SECONDARY LINE CROSSES FENCE, THE CONTRACTOR SHALL FURNISH AND INSTALL A GROUND CONFORMING TO SECTION 9 OF THE NATIONAL ELECTRIC SAFETY CODE. (NBS HANDBOOK 81)
2. BARBED WIRE SHALL BE SINGLE WRAPPED AND TIED OFF AT END POSTS. FENCE TO BE CONTINUED, SHALL BE RESTARTED IN LIKE MANNER.
3. BARBED WIRE SHALL BE PLACED ON THE SAME SIDE AS THE EXISTING BARBED WIRE FENCE.



NOTES:

1. INSTALL SIGN CENTERED ON GATE.
2. INSTALL SIGNS ON POST 6" TO 1' FROM TOP OF FENCE IN 4-STRAND BARBED WIRE AREA.
3. INCIDENTAL TO FENCE.

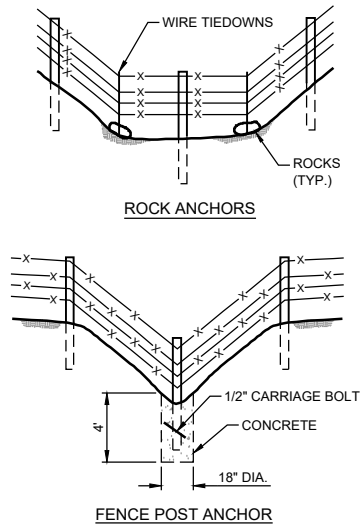
3 SIGN DETAIL
4.3 NOT TO SCALE



NOTES:

1. ATTACH SIGNS TO ENTRY GATES.
2. INCIDENTAL TO FENCE.

4 SIGN DETAIL
4.3 NOT TO SCALE



2 DROP FENCE @ DITCH EXAMPLES
4.3 NOT TO SCALE

THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.

Lochner

BISHOP AIRPORT (BIH)

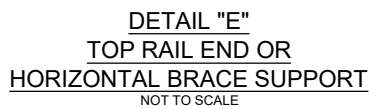
BISHOP, CALIFORNIA

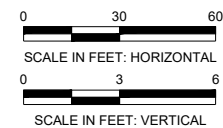
AIP No. 3-46-0024-0XX-2024

PROJECT NO.	24149	DATE
DRAWN BY	JOS	03-2025
CHECKED BY	NPD	03-2025
DESIGNED BY	SJM / ACT	03-2025
REVISIONS		DATE

FENCING
DETAILS

4.3



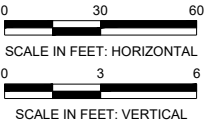
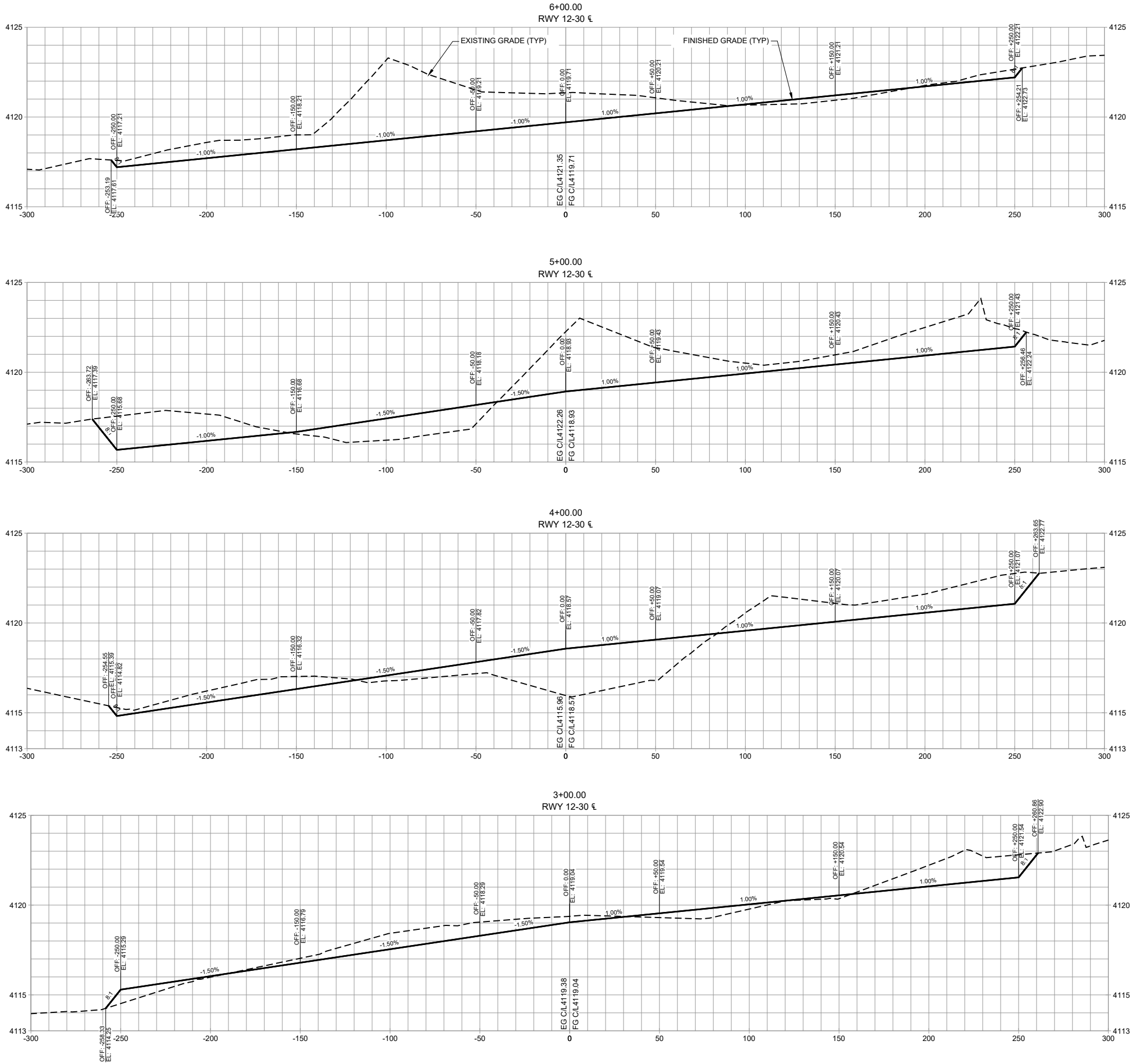


 **Lochner**

BISHOP, CALIFORNIA
AIP No. 3-06-0024-0XX-2024

PROJECT NO. 24149	
DRAWN BY JOS	DATE 03-2025
CHECKED BY NPD	DATE 03-2025
DESIGNED BY SJM / ACT	DATE 03-2025
REVISIONS	DATE

5.1



THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-06-0024-0XX-2024

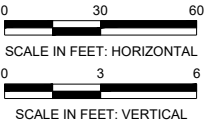
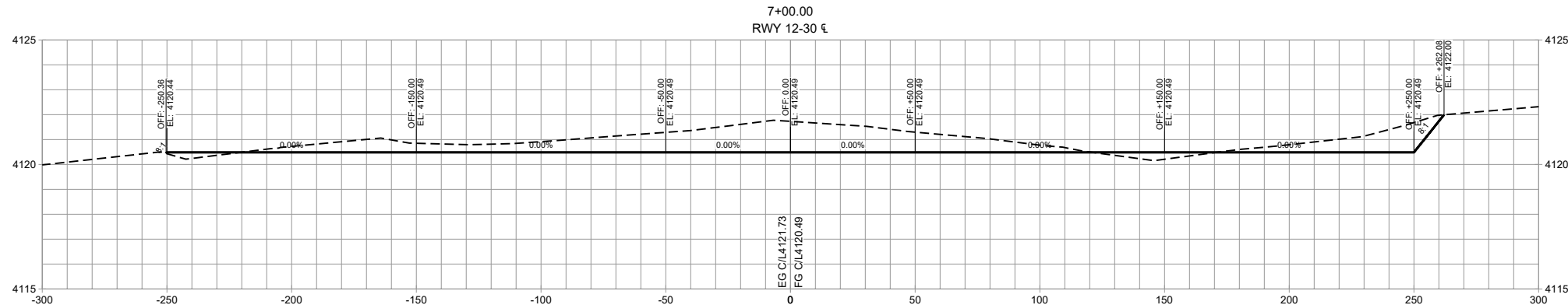
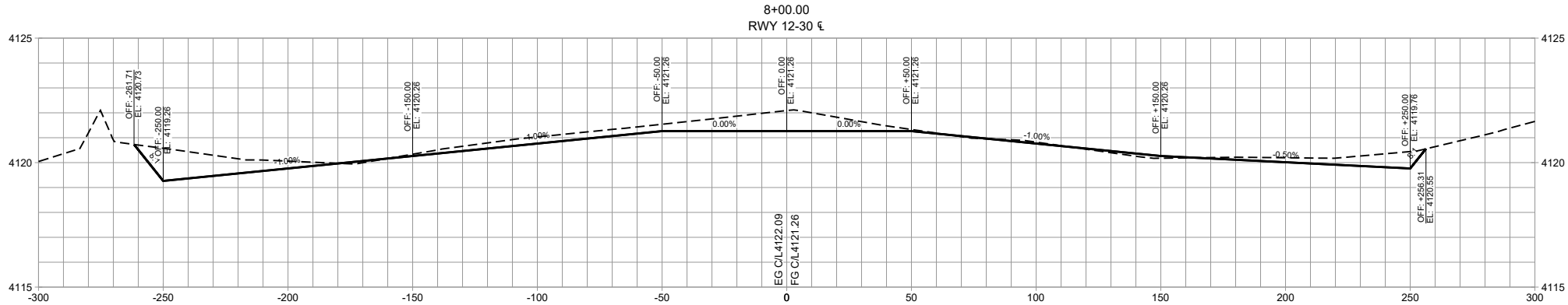
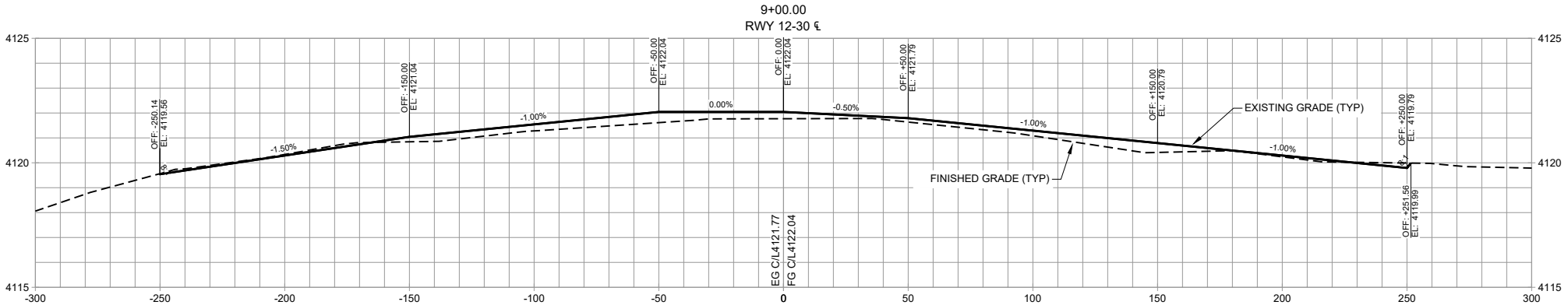
PROJECT NO.	24149
DRAWN BY	JOS
CHECKED BY	NPD
DESIGNED BY	SJM / ACT
REVISIONS	

RW 12 RSA
CROSS SECTIONS

5.2

Last Saved By: jim smith 2025/03/13

Drawing Name: C:\Users\JIM-1\SMI\AppData\Local\Temp\AspPublish_2013624149\XSECT.dwg Mar 13, 2025 - 3:32pm



THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA
AIP No. 3-06-0024-0XX-2024

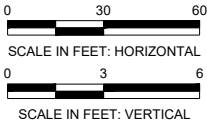
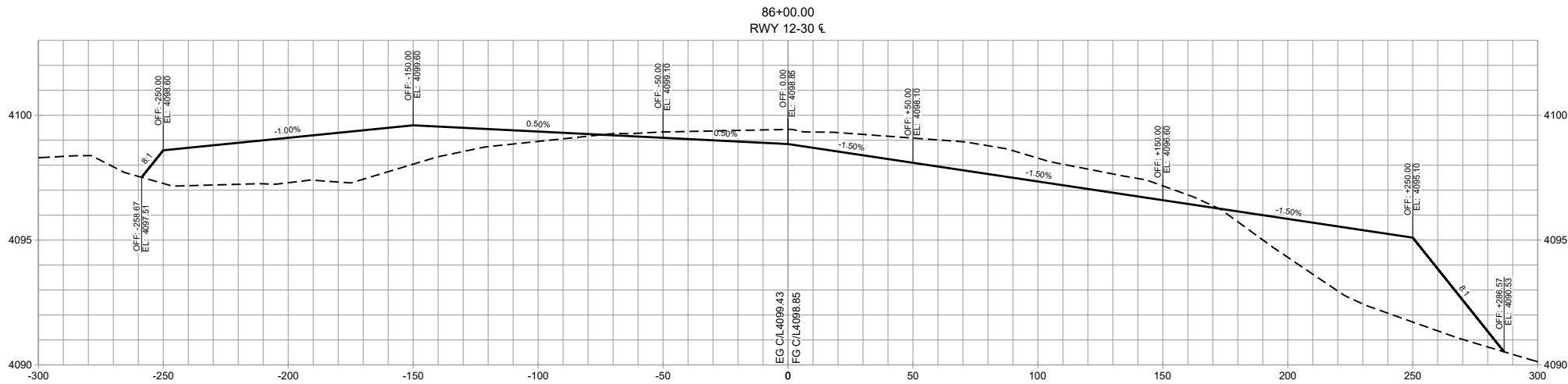
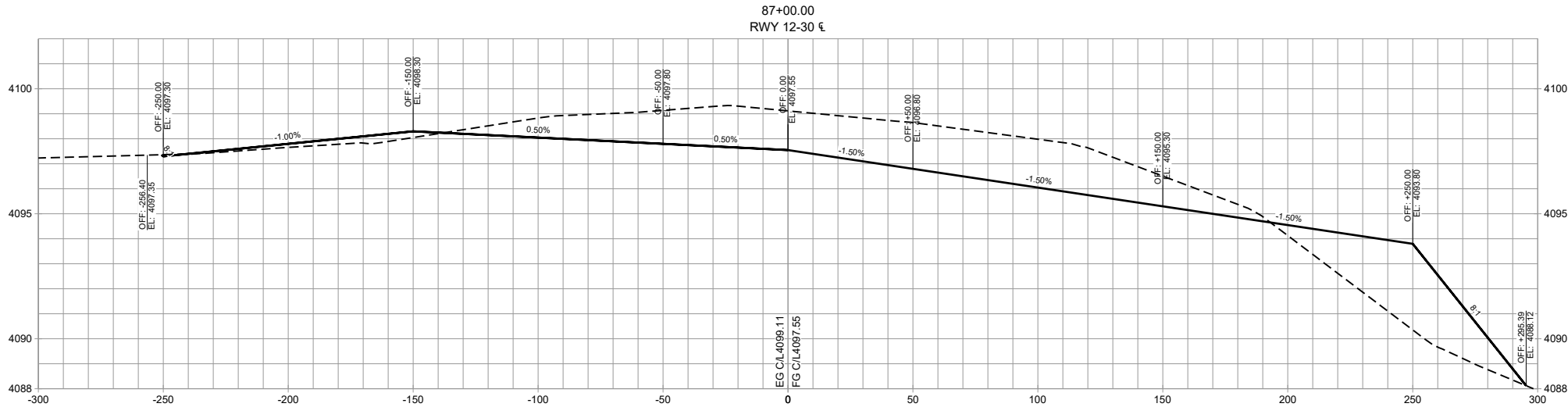
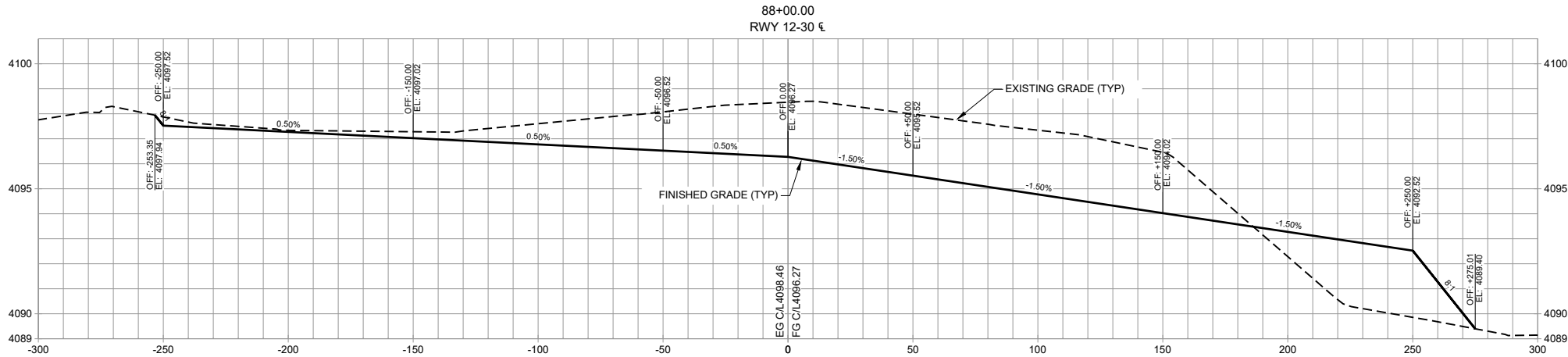
PROJECT NO.	
24149	
DRAWN BY	DATE
JOS	03-2025
CHECKED BY	DATE
NPD	03-2025
DESIGNED BY	DATE
SJM / ACT	03-2025
REVISIONS	DATE

RW 12 RSA
CROSS SECTIONS

5.3

Last Saved By: jim.smith 2025/03/13

Drawing Name: C:\Users\JIM-1\SMI\AppData\Local\Temp\AspPublish_2013626\24149 XSECT.dwg Mar 13, 2025 - 3:32pm



THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-06-0024-0XX-2024

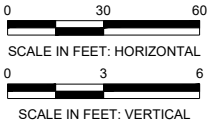
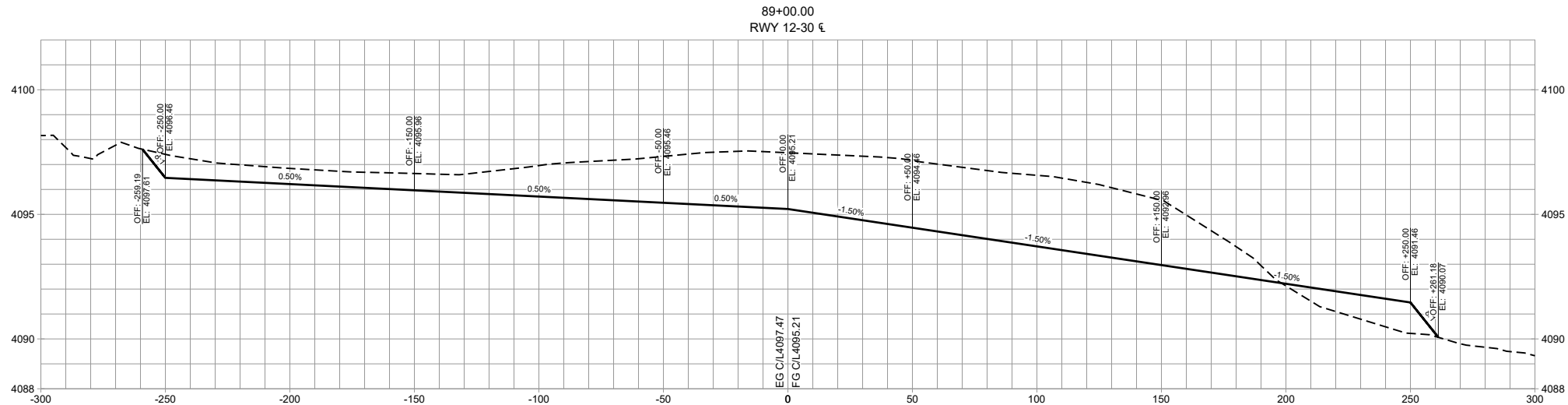
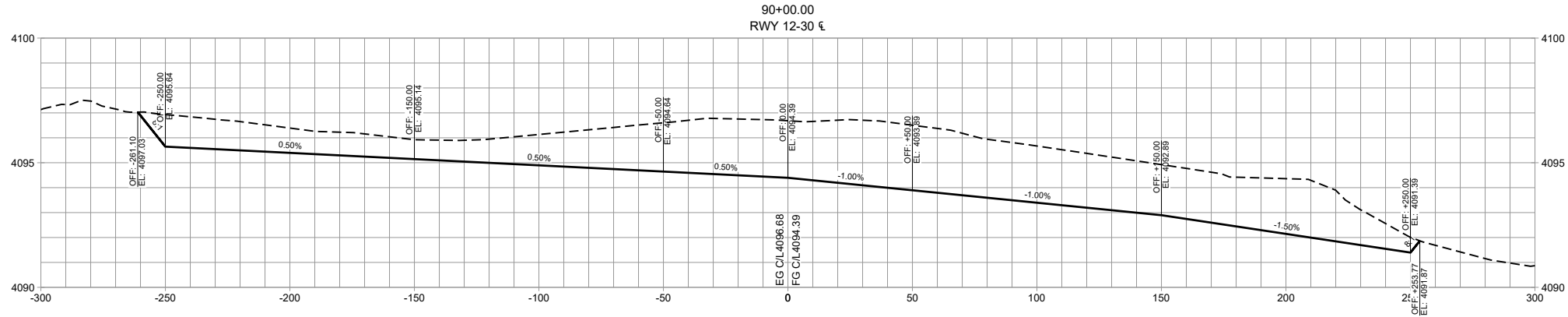
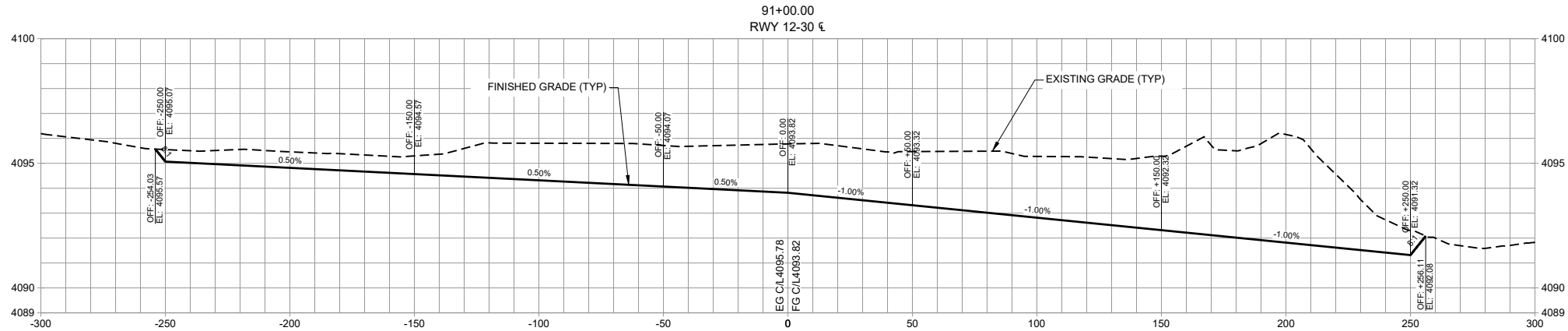
PROJECT NO.	
24149	
DRAWN BY	DATE
JOS	03-2025
CHECKED BY	DATE
NPD	03-2025
DESIGNED BY	DATE
SJM / ACT	03-2025
REVISIONS	DATE

RW 30 RSA
CROSS SECTIONS

5.4

Last Saved By: jim.smith 2025/03/13

Drawing Name: C:\Users\JIM-1\SM\AppData\Local\Temp\AspPublish_2013624149\XSECT.dwg Mar 13, 2025 - 3:32pm



THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-06-0024-0XX-2024

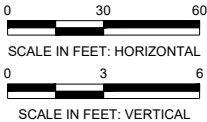
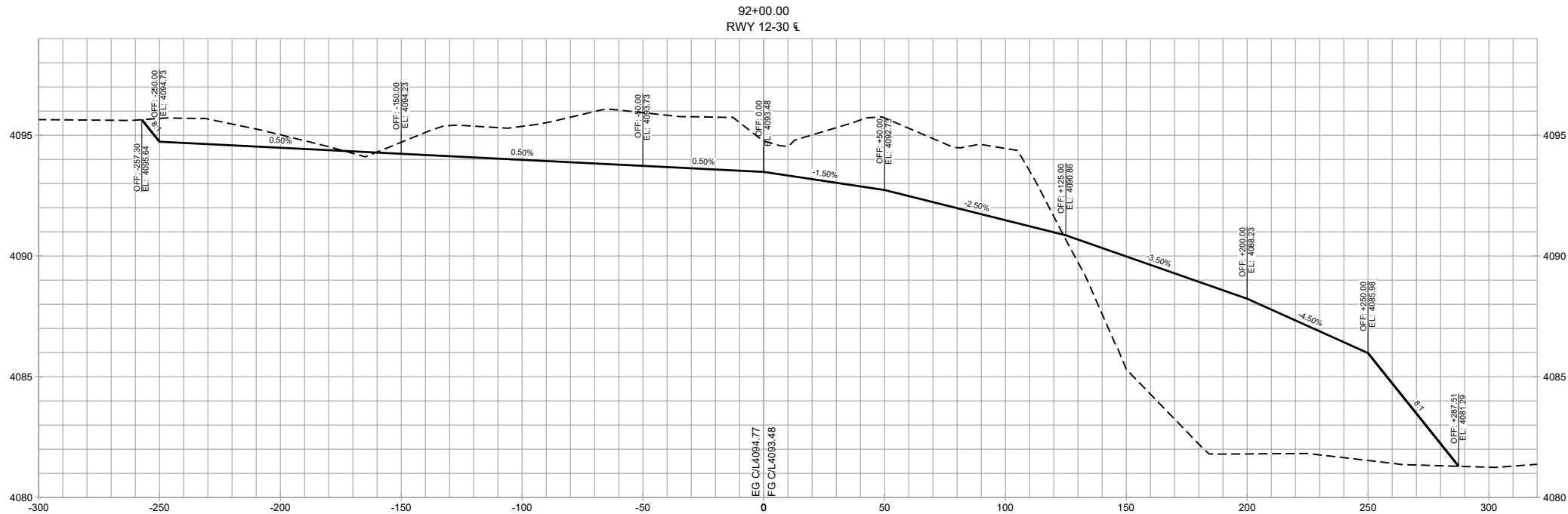
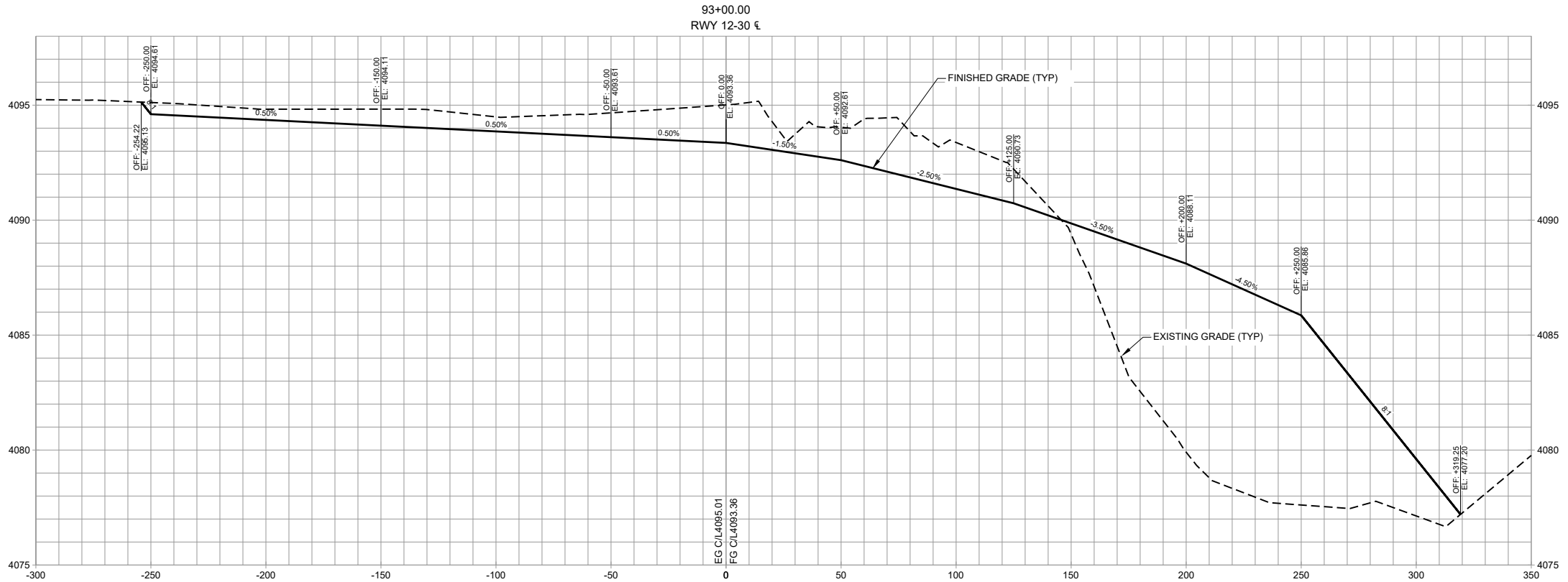
PROJECT NO.	
24149	
DRAWN BY	DATE
JOS	03-2025
CHECKED BY	DATE
NPD	03-2025
DESIGNED BY	DATE
SJM / ACT	03-2025
REVISIONS	DATE

RW 30 RSA
CROSS SECTIONS

5.5

Last Saved By: jim.smith 2025/03/13

Drawing Name: C:\Users\JIM-1\SMI\AppData\Local\Temp\AsxPublish_20136\24149_XSECT.dwg Mar 13, 2025 - 3:32pm



THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-06-0024-0XX-2024

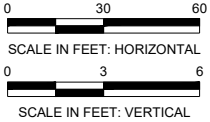
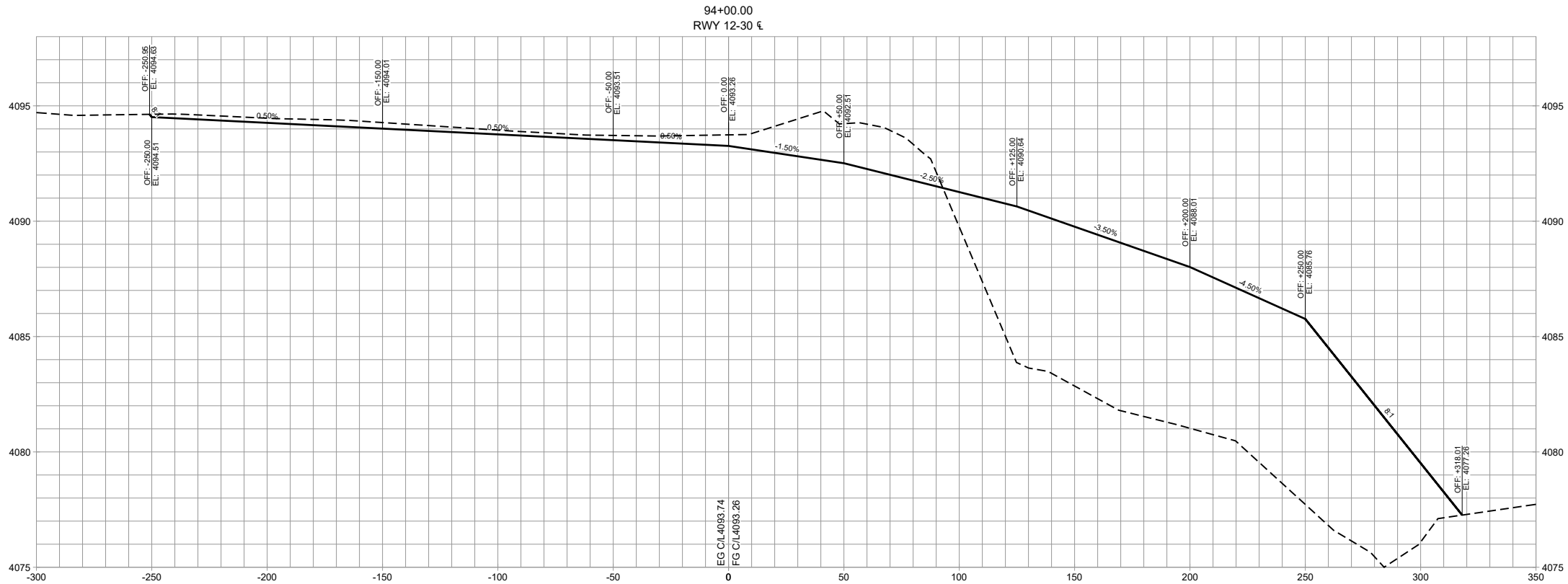
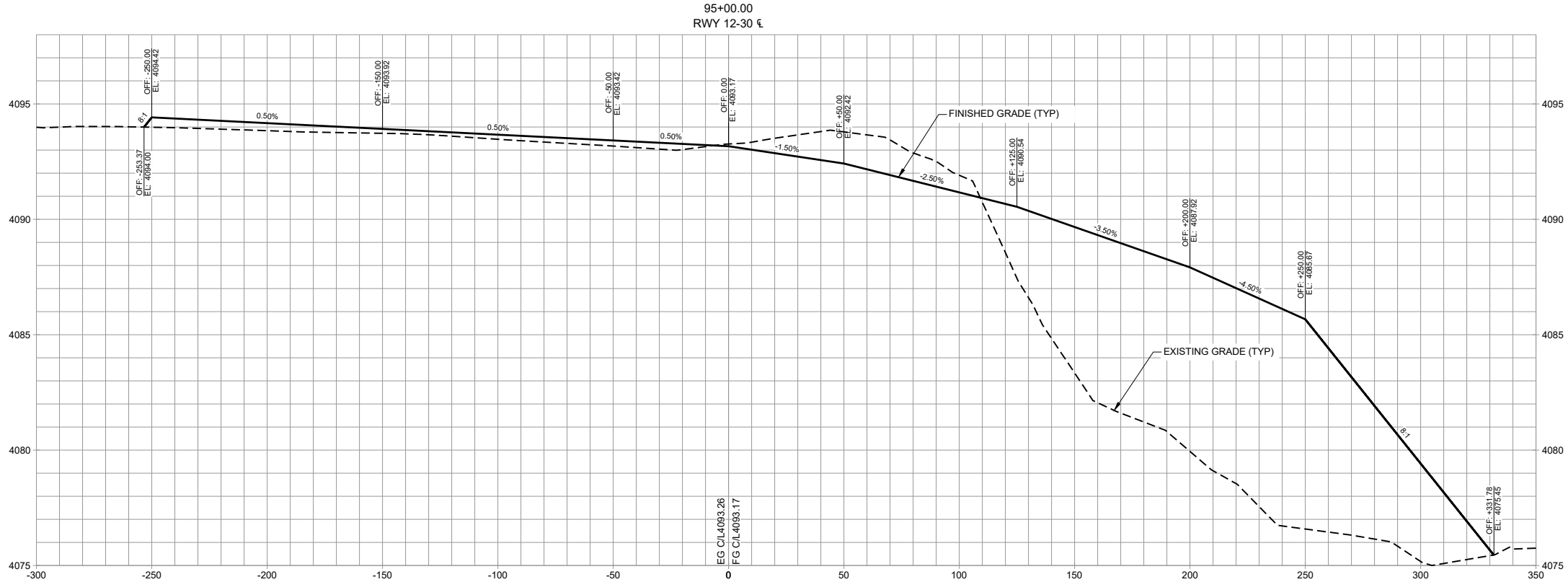
PROJECT NO.	
24149	
DRAWN BY	DATE
JOS	03-2025
CHECKED BY	DATE
NPD	03-2025
DESIGNED BY	DATE
SJM / ACT	03-2025
REVISIONS	DATE

RW 30 RSA
CROSS SECTIONS

5.6

Last Saved By: jim.smith 2025/03/13

Drawing Name: C:\Users\JIM-1\SMI\AppData\Local\Temp\Asp\Publist_20136\24149\XSECT.dwg Mar 13, 2025 - 3:32pm



THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.



BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-06-0024-0XX-2024

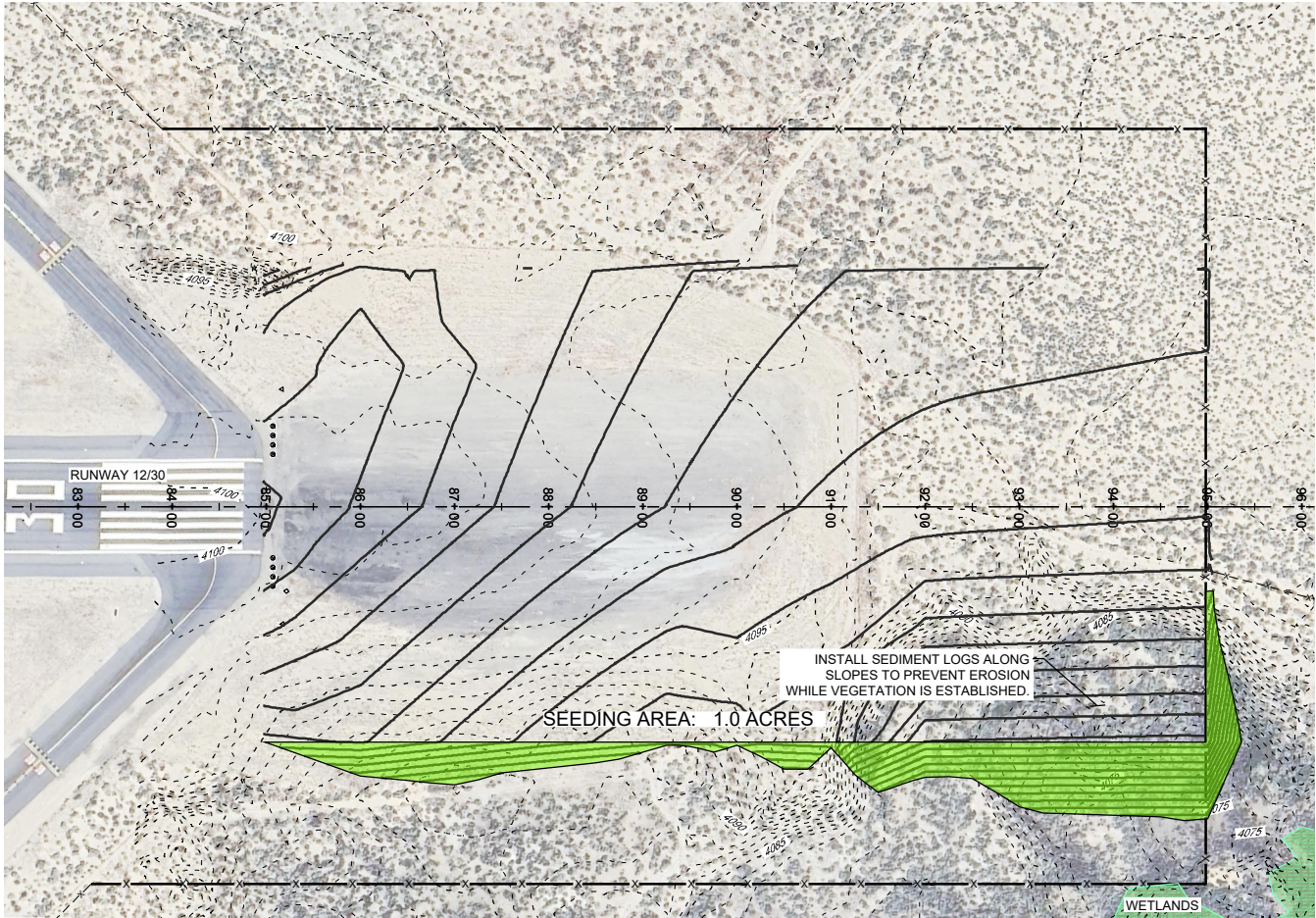
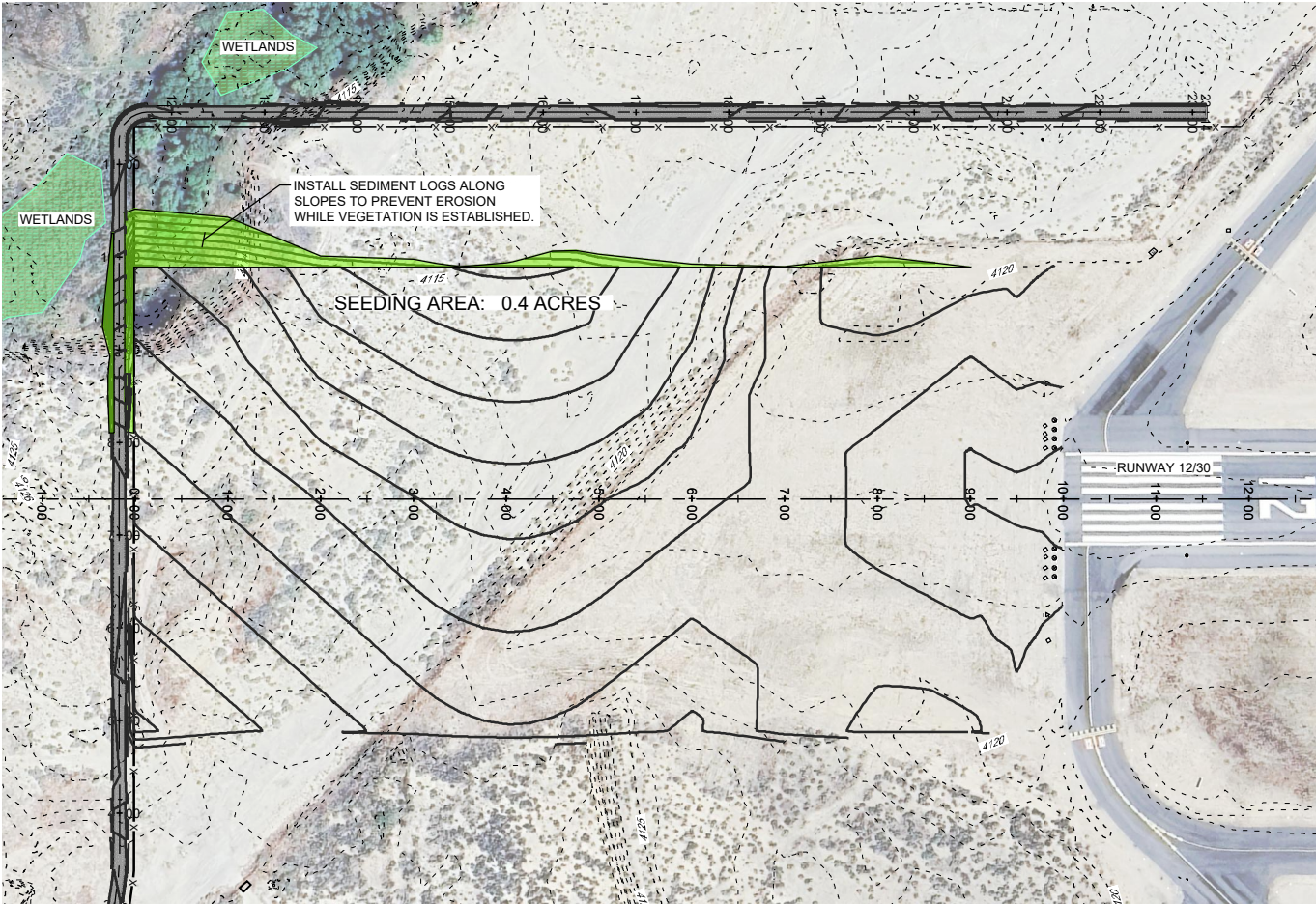
PROJECT NO.	24149
DRAWN BY	JOS
CHECKED BY	NPD
DESIGNED BY	SJM / ACT
REVISIONS	

RW 30 RSA
CROSS SECTIONS

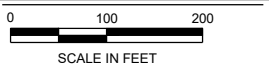
5.7

Last Saved By: jim.smith 2025/03/31

Drawing Name: C:\Users\jim-1\SMI\AppData\Local\Temp\AcPublish_936024149_SEEDING.dwg Mar 31, 2025 - 2:29pm



PLAN

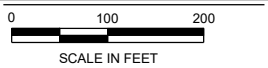


LEGEND

- SEDIMENT LOG
- SEEDING AND MULCHING LIMITS



PLAN



GENERAL NOTES:

- CONTRACTOR SHALL MAINTAIN ALL INSTALLED EROSION CONTROL DEVICES PLACED DURING CONSTRUCTION.
- CONTRACTOR SHALL ERECT AND MAINTAIN SILT FENCE PER STATE REGULATIONS.
- CONTRACTOR RESPONSIBLE FOR INTERIM EROSION CONTROL PER CONTRACTOR'S SWPPP.
- THE CONTRACTOR SHALL LEAVE THE SEDIMENT LOGS IN PLACE UNTIL VEGETATION IS ESTABLISHED.

EROSION CONTROL NOTES

EROSION CONTROL OPERATIONS SHALL CONFORM TO THE FAA ADVISORY CIRCULAR, AC 150/5370-10H, ITEM C-102, TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL.

PLACEMENT OF TOPSOIL, SEEDING, AND MULCHING WILL NOT BE DONE IN A SINGLE OPERATION, BUT SHALL BE COMPLETED AFTER EACH CONSTRUCTION PHASE.

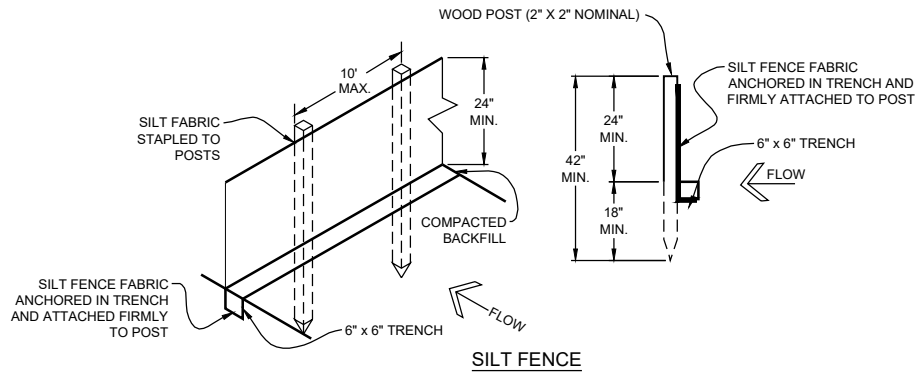
WASHING OUT OF CONCRETE TRUCKS SHALL BE LIMITED TO SITES PRE-APPROVED BY THE ENGINEER.

WATTLES AND/OR SEDIMENT LOGS SHALL BE PLACED PRIOR TO WORK COMMENCING.

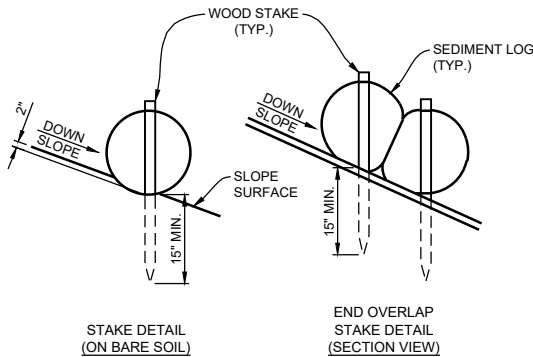
TO PROVIDE TEMPORARY EROSION CONTROL PRIOR TO SEED APPLICATION, UTILIZE SURFACE ROUGHENING(ON THE CONTOUR OR PERPENDICULAR TO PREVAILING WINDS) AND APPLY MULCH.

CONTRACTOR SHALL NOT STAGE IN A WETLAND OR RIPARIAN AREA.

UPON GRADING COMPLETION, SITE SHALL BE SEEDDED WITH THE SPECIFIED MIX AND MULCHED.



1 SILT FENCE
6.1 NOT TO SCALE



SEDIMENT LOGS TRENCHING & STAKING

2 EROSION CONTROL DEVICES
6.1 NOT TO SCALE

THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.

Lochner

BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-46-0024-0XX-2024

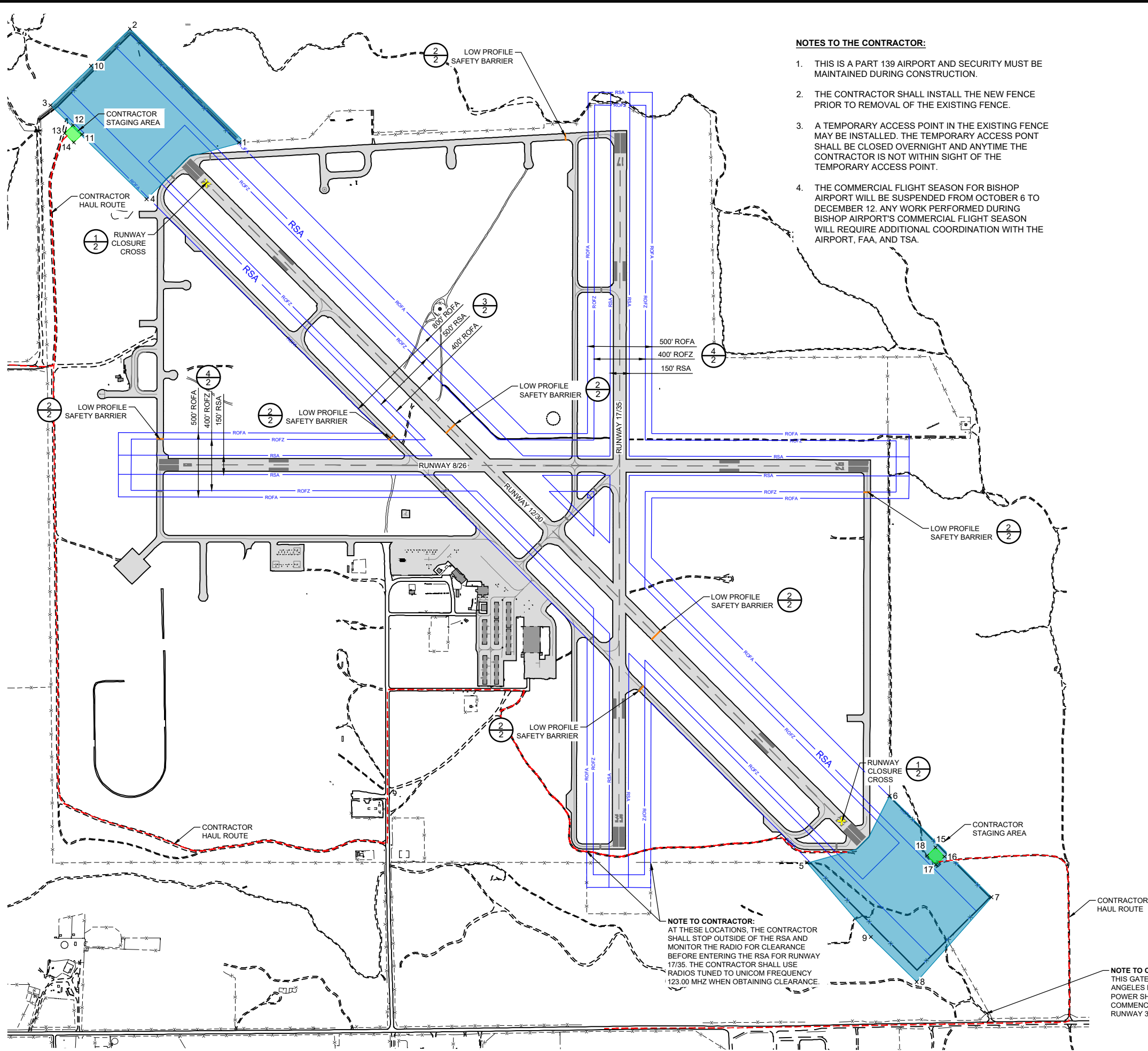
PROJECT NO.	24149	DATE
DRAWN BY	JOS	03-2025
CHECKED BY	NPD	03-2025
DESIGNED BY	SJM / ACT	03-2025
REVISIONS		DATE

SEEDING PLAN

6.1

Last Saved By: jim.smith 2025/03/28

Drawing Name: C:\Users\JIM-1\MyAppData\LocalTemp\AcPublish_2532824149 CSPP.dwg Mar 28, 2025 - 12:03pm



NOTES TO THE CONTRACTOR:

1. THIS IS A PART 139 AIRPORT AND SECURITY MUST BE MAINTAINED DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL INSTALL THE NEW FENCE PRIOR TO REMOVAL OF THE EXISTING FENCE.
3. A TEMPORARY ACCESS POINT IN THE EXISTING FENCE MAY BE INSTALLED. THE TEMPORARY ACCESS POINT SHALL BE CLOSED OVERNIGHT AND ANYTIME THE CONTRACTOR IS NOT WITHIN SIGHT OF THE TEMPORARY ACCESS POINT.
4. THE COMMERCIAL FLIGHT SEASON FOR BISHOP AIRPORT WILL BE SUSPENDED FROM OCTOBER 6 TO DECEMBER 12. ANY WORK PERFORMED DURING BISHOP AIRPORT'S COMMERCIAL FLIGHT SEASON WILL REQUIRE ADDITIONAL COORDINATION WITH THE AIRPORT, FAA, AND TSA.

LEGEND

	PHASE I WORK AREA
	CONTRACTOR STAGING AREA
	LOW PROFILE BARRIER
	CONTRACTOR HAUL ROUTE
	DETAIL #
	SHEET #
	ROFA = RUNWAY OBJECT FREE AREA
	ROFZ = RUNWAY OBSTACLE FREE ZONE
	RSA = RUNWAY SAFETY AREA

LATITUDE AND LONGITUDES (LAT/LONG) DELINEATION OF THE CONSTRUCTION AREA AND CONTRACTOR STAGING AREA LIMITS

WORK AREA COORDINATES			
POINT #	ELEVATION	LATITUDE	LONGITUDE
1	4119'	N037°22'49.95"	W118°22'18.72"
2	4112'	N037°22'58.75"	W118°22'29.20"
3	4124'	N037°22'52.90"	W118°22'36.93"
4	4122'	N037°22'45.63"	W118°22'27.70"
5	4099'	N037°21'54.16"	W118°21'24.33"
6	4099'	N037°21'59.26"	W118°21'16.31"
7	4094'	N037°21'51.39"	W118°21'06.53"
8	4076'	N037°21'44.90"	W118°21'13.81"
9	4082'	N037°21'48.38"	W118°21'18.22"
10	4122'	N037°22'55.93"	W118°22'32.99"
11	4124'	N037°22'50.65"	W118°22'33.91"
12	4124'	N037°22'51.36"	W118°22'34.76"
13	4125'	N037°22'50.74"	W118°22'35.57"
14	4124'	N037°22'50.03"	W118°22'34.72"
15	4098'	N037°21'55.26"	W118°21'11.91"
16	4097'	N037°21'54.54"	W118°21'11.05"
17	4097'	N037°21'53.92"	W118°21'11.86"
18	4097'	N037°21'54.64"	W118°21'12.72"

NOTE TO CONTRACTOR:
AT THESE LOCATIONS, THE CONTRACTOR SHALL STOP OUTSIDE OF THE RSA AND MONITOR THE RADIO FOR CLEARANCE BEFORE ENTERING THE RSA FOR RUNWAY 17/35. THE CONTRACTOR SHALL USE RADIOS TUNED TO UNICOM FREQUENCY 123.00 MHZ WHEN OBTAINING CLEARANCE.

NOTE TO CONTRACTOR:
THIS GATE BELONGING TO THE LOS ANGELES DEPARTMENT OF WATER AND POWER SHALL BE CLOSED PRIOR TO COMMENCING WORK IN THE RSA FOR RUNWAY 30.

THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.

Lochner

BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-46-0024-0XX-2024

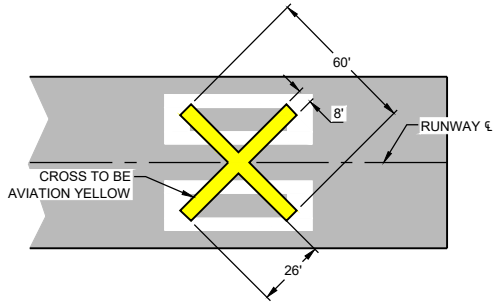
PROJECT NO.	24149	DATE
DRAWN BY	JOS	03-2025
CHECKED BY	NPD	03-2025
DESIGNED BY	SJM / ACT	03-2025
REVISIONS		DATE

CONSTRUCTION
SAFETY & PHASING
PLAN

1 of 2

Last Saved By: jim.smith 2025/03/28

Drawing Name: C:\Users\jim-1\SMI\AppData\Local\Temp\AcPublish_2532824149\CSPP.dwg Mar 28, 2025 - 12:03pm



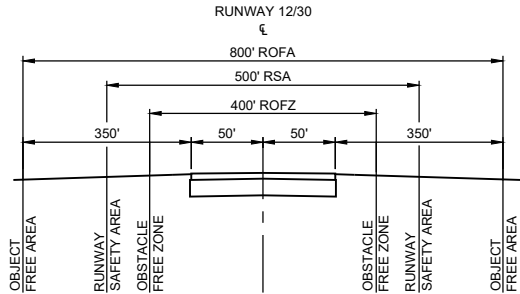
HALI-BRITE RUNWAY CLOSURE MARKER, RCM-D

1 RUNWAY CLOSURE CROSS
2 NOT TO SCALE

NOTES:

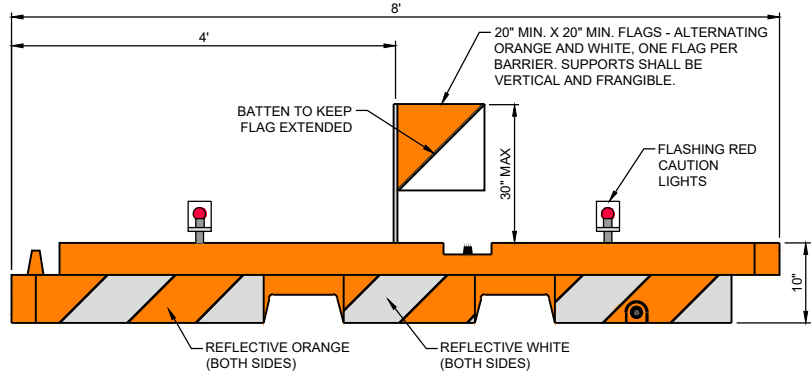
2 EACH REQUIRED PER CLOSED RUNWAY- INCIDENTAL. TO BE APPLIED OVER RUNWAY NUMERALS ON RUNWAY OR AT RUNWAY ENDS PRIOR TO RUNWAY CLOSURE. CROSSES TO BE CONSTRUCTED OF PLYWOOD OR OTHER FLAT MATERIALS WHICH SHALL BE SECURELY FASTENED TO PAVEMENT AND/OR ADEQUATELY WEIGHTED WITH SAND BAGS.

A LIGHTED CLOSURE CROSS SHALL BE REQUIRED AT NIGHT FOR DURATION OF PROJECT. HALI-BRITE RUNWAY CLOSURE MARKER RCM-D, AS SHOWN, REQUIRED, OR APPROVED EQUAL.



ALL STATIONARY CONSTRUCTION EQUIPMENT AND STOCKPILES MUST REMAIN CLEAR OF ANY OPEN RUNWAY OBJECT FREE AREA. ALL CONSTRUCTION EQUIPMENT AND TRAFFIC MUST REMAIN CLEAR OF ANY OPEN RUNWAY OBSTACLE FREE ZONE.

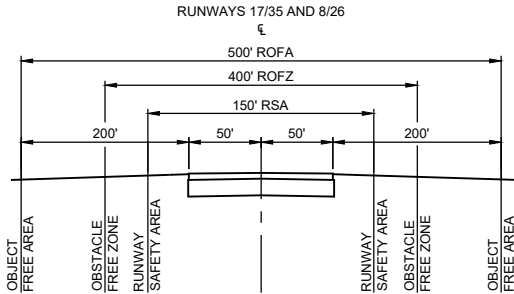
3 SAFETY AREAS
2 NOT TO SCALE



NOTES:

1. BARRIER SHALL BE SHERWIN INDUSTRIES, 10" x 96" LOW PROFILE AIRPORT BARRIER, AS SHOWN, OR APPROVED EQUAL.
2. THE ENTIRE AREA OF ORANGE AND WHITE STRIPES SHALL BE REFLECTORIZED WITH SMOOTH SURFACE TYPE REFLECTIVE SHEETING.
3. LIGHTS MUST BE MOUNTED ON BARRIERS AND SPACED AT NO MORE THAN 10 FT.
4. THE BARRIERS SHALL BE WEIGHTED AGAINST PROPWASH AND CAPABLE OF WITHSTANDING UP TO 100 M.P.H. WIND FORCES.
5. FLASHING RED CAUTION LIGHTS SHALL BE BATTERY OPERATED AND SHALL MAINTAIN SUCH INTENSITY SO AS TO BE READILY IDENTIFIED FROM DISTANCES OF AT LEAST 200 FEET DURING DARKNESS.
6. THE CONTRACTOR SHALL CHECK ALL BARRIERS AND LIGHTS EACH DAY BEFORE LEAVING THE AIRPORT TO ENSURE LIGHTS ARE WORKING PROPERLY AND MAY NOT LEAVE WITHOUT ALL BARRIERS AND LIGHTS BEING IN PROPER WORKING ORDER.

2 LOW PROFILE SAFETY BARRIER
2 NOT TO SCALE



ALL STATIONARY CONSTRUCTION EQUIPMENT AND STOCKPILES MUST REMAIN CLEAR OF ANY OPEN RUNWAY OBJECT FREE AREA. ALL CONSTRUCTION EQUIPMENT AND TRAFFIC MUST REMAIN CLEAR OF ANY OPEN RUNWAY OBSTACLE FREE ZONE.

4 SAFETY AREAS
2 NOT TO SCALE

THIS DOCUMENT
IS PRELIMINARY
IN NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT.

Lochner

BISHOP AIRPORT (BIH)

BISHOP, CALIFORNIA

AIP No. 3-46-0024-0XX-2024

PROJECT NO.	24149	DATE
DRAWN BY	JOS	03-2025
CHECKED BY	NPD	03-2025
DESIGNED BY	SJM / ACT	03-2025
REVISIONS		DATE

CONSTRUCTION
SAFETY & PHASING
PLAN



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 15, 2025

Reference ID:
2025-41

Proposed Resolution Declaring Certain County-Owned Property Surplus, Determining its Value to be Less than \$500 and Declaring the Intention to Sell Via Private Sale

County Administrator - Information Services

ACTION REQUIRED

ITEM SUBMITTED BY

Noam Shendar, Chief Information Officer

ITEM PRESENTED BY

Noam Shendar, Chief Information Officer

RECOMMENDED ACTION:

- A) Approve Resolution No. 2025-11, titled, "A Resolution of the Inyo County Board of Supervisors Declaring Certain County-Owned Property Surplus, Determining its Value To Be Less \$500 and Declaring the Intention to Sell Via Private Sale," and authorize the Chairperson to sign;
- B) Appoint and authorize a member of the Board to facilitate the sale of the surplus property; and
- C) Direct staff to return to the Board for confirmation of the sale once effectuated.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Information Services Department has determined the following items are no longer in use by the County, and would like to sell them to an entity who can utilize them for educational or other public beneficial purposes. The items are:

Trimble Adaptor P/N 31356-20
GPS Pathfinder Office large box
GPS Pathfinder Office small box
Trimble Ensign XL GPS with box
Trimble Geoexplorer 2 GPS w/ Operation Manual
TerraSync Software v 2.3

Pursuant to Government Code section 25363, if, in the unanimous judgment of the board, the property does not exceed in value the sum of five hundred dollars (\$500), or the monthly rental value thereof is less than seventy-five dollars (\$75), it may be sold or leased at private sale without advertising by any member of the board authorized by a majority vote of the board. The sale or lease shall be reported to and confirmed by the board.

Staff are now requesting the Board approve the proposed resolution making the necessary findings to allow the County to sell the items by private sale and appoint one of its members to facilitate the sale pursuant to section 25363.

FISCAL IMPACT:

The sale of the property will generate revenue.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the resolution and require the County to dispose of the equipment in an alternative way.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

Noam Shendar	Created/Initiated - 3/17/2025
Darcy Israel	Approved - 3/17/2025
Christian Milovich	Approved - 4/9/2025
Noam Shendar	Approved - 4/9/2025
John Vallejo	Approved - 4/10/2025
Amy Shepherd	Approved - 4/10/2025
Nate Greenberg	Final Approval - 4/10/2025

ATTACHMENTS:

1. Proposed Resolution Determining & Disposing of Surplus Property
2. EXHIBIT A - to Proposed Resolution

RESOLUTION NO. -

**A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS
DECLARING CERTAIN COUNTY-OWNED PROPERTY SURPLUS,
DETERMINING ITS VALUE TO BE LESS THAN \$500.00
AND DECLARING THE INTENTION TO
SELL VIA PRIVATE SALE**

WHEREAS, the County of Inyo (“County”), by and through its Information Services Department, is the owner of certain Global Positioning Systems (GPS) equipment more particularly described in Exhibit A to this resolution (“Property”); and

WHEREAS, the Property consists of six individual items, none of which are independently valued at over \$500.00 based on current market data derived from online auction sites; and

WHEREAS, the Property has been out of operation and unused for approximately three years, and the County no longer has need for the Property and therefore finds and declares that such Property is surplus; and

WHEREAS, pursuant to Government Code section 25363, and the Inyo County Purchasing Policy, the Board of Supervisors may sell, at private sale without advertising, property that does not exceed in value the sum of five hundred dollars (\$500); and

WHEREAS, the County will follow the procedures set forth in Government Code section 25363 to conduct the private sale of the surplus property and return to the Board for confirmation of the sale after it is effectuated.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Inyo, State of California, that:

1. The recitals above are incorporated herein as findings.
2. Inyo County owns Global Positioning Systems (GPS) equipment more particularly described in Exhibit A (“Property”), which consists of six separate items none of which individually exceeds in value the sum of five hundred dollars (\$500), or the monthly rental value of seventy-five dollars (\$75).
3. The Property is not needed by the County and is hereby declared surplus.
4. The Board of Supervisors of the County of Inyo (“Board”) intends to sell the Property as provided in this Resolution by private sale by an appointed member of the Board.
5. The Property shall be sold in “as is” condition, subject to the requirements in this

Resolution and section 25363 of the Government Code. The purchase price shall be determined by the appointed member of the Board authorized to sell the property and the sale shall be memorialized in a written agreement drafted and approved by the Inyo County Counsel.

PASSED AND ADOPTED THIS DAY OF _____, 2025, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Scott Marcellin, Chair
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
 Clerk of the Board

By: _____
 Darcy Israel
 Assistant Clerk of the Board

**EXHIBIT A TO THE RESOLUTION OF THE INYO COUNTY BOARD OF
SUPERVISORS DECLARING CERTAIN COUNTY-OWNED PROPERTY
SURPLUS, DETERMINING ITS VALUE TO BE LESS THAN \$500.00
AND DECLARING THE INTENTION TO SELL VIA PRIVATE SALE**

List of Surplus GPS Items:

Trimble Adaptor P/N 31356-20	<\$20
GPS Pathfinder Office large box	\$300
GPS Pathfinder Office small box	Unknown, see above
Trimble Ensign XL GPS with box	\$60-\$100
Trimble Geoexplorer 2 GPS w/ Operation Manual	\$50-\$150
TerraSync Software v 2.3	\$0



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 15, 2025

Reference ID:
2025-191

Presentation and Update on the Operations of the Business Resource Center

County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Deputy County
Administrator

ITEM PRESENTED BY

Meryl Picard, Meaghan McCamman, Deputy
County Administrator

RECOMMENDED ACTION:

Receive presentation from Meryl Picard of Sierra Business Council on the Business Resource Center in Bishop.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Business Resource Center (BRC) at 269 N. Main Street in Bishop has been a priority of Inyo County's economic development strategy, and after several years in the making, the doors opened in December, 2024 under the leadership of Meryl Picard and the Sierra Business Council. At the end of the first quarter of 2025, Meryl will provide an update to Inyo County Board of Supervisors about early successes and challenges, the numbers of businesses touched and supported through one-on-one technical assistance and trainings offered at the center, and plans for upcoming projects and programs.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could elect not to receive a presentation from Meryl Picard of Sierra Business Council on the Business Resource Center. This is not recommended, as the Board is financially invested in the success of the Business Resource Center and requested this update during the March 11, 2025 meeting.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Sierra Business Council

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and Workforce

APPROVALS:

Meaghan McCamman

Created/Initiated - 3/28/2025

Darcy Israel
John Vallejo
Amy Shepherd
Nate Greenberg
Meaghan McCamman

Approved - 3/28/2025
Approved - 3/31/2025
Approved - 3/31/2025
Approved - 4/9/2025
Final Approval - 4/10/2025

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 15, 2025

Reference ID:
2025-157

Public Hearing and Resolution Creating a Fee Schedule for Mobile Vending Permits

County Counsel

ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Deputy County
Administrator

ITEM PRESENTED BY

Meaghan McCamman, Deputy County
Administrator

RECOMMENDED ACTION:

A) Conduct a public hearing on a proposed fee schedule for mobile vending permits; and
B) Approve Resolution No. 2025-12, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Creating a Fee Schedule for Mobile Vending Permits," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On September 3, 2024, your Board added Chapter 12.22 to the Inyo County Code, which created a permitting system for mobile vendors who wish to sell their goods at a County-controlled park, in a County-controlled parking lot, or within the shoulder of a County right-of-way on such rights-of-way where there is designated, striped parking. Section 12.22.030 of the Inyo County Code states that the fees for such permits will be set by resolution of the Board of Supervisors.

Because these mobile vending permits are new, staff calculated a good-faith estimate of the staff time and cost to the County to manage, review, and issue mobile vending permits. Staff also factored in the cost of the monitoring and enforcement work that will need to occur after a permit is issued to ensure that vendors comply with the terms of their permits (e.g., that they set up in the designated location, that they remove all trash, etc.). The proposed permit costs are tethered to the number of days that the vendor wants to vend on county property.

Based on this best-guess minimum estimate of what it will cost the County to process and issue permits, monitor and enforce vending requirements, the County is recommending that the Board set the following fee schedule for mobile vending on County-owned property:

- 1 to 7 days of vending - \$30
- 8 to 14 days of vending - \$60
- 15 to 21 days of vending - \$90
- Greater than 22 days of vending - \$120

Additionally, in recognition of the fact that the issuance of a new permit requires additional processing and coordination, staff is recommending a \$50 one-time fee for new permits.

FISCAL IMPACT:

Funding Source	Revenue from permits - the budget that the permit is credited to will be based on where the vendor will be located	Budget Unit	034600/150100/076999
Budgeted?	No	Object Code	4819
Recurrence	Ongoing revenue	Sole Source?	

If Sole Source, provide justification below

Current Fiscal Year Impact
Because the permit fees are meant to only cover costs, fiscal impacts should be minimal
Future Fiscal Year Impacts
Because the permit fees are meant to only cover costs, fiscal impacts should be minimal
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve a resolution creating a fee schedule for mobile vending permits. This is not recommended, as the Board recently added Chapter 12.22 to the Inyo County Code, which has created a permitting system for vendors. The County seeks to establish a very reasonable fee schedule that charges no more than necessary to recoup the costs to the County to process those permits.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Highest and Best use of Property
Thriving Communities | Quality Parks and Recreation Amenities
Economic Enhancement | Local Businesses, Organizations, and Workforce
Economic Enhancement | Collaborative Regional Economic Development
High Quality Services | High-Quality County Government Services

APPROVALS:

Grace Weitz	Created/Initiated - 3/18/2025
Darcy Israel	Approved - 3/18/2025
Grace Weitz	Approved - 3/18/2025
Teresa Elliott	Approved - 3/25/2025
Amy Shepherd	Approved - 4/9/2025
Denelle Carrington	Approved - 4/9/2025
John Vallejo	Approved - 4/10/2025
Michael Errante	Approved - 4/10/2025
Nate Greenberg	Approved - 4/10/2025
Meaghan McCamman	Final Approval - 4/10/2025

ATTACHMENTS:

1. Mobile Vending Permit Fee Resolution

RESOLUTION NO. 2025 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
CREATING A FEE SCHEDULE FOR MOBILE VENDING PERMITS**

WHEREAS, pursuant to Chapter 12.22 of the Inyo County Code, the Director of Public Works may issue permits to mobile vendors who wish to set up and vend on certain types of county property;

WHEREAS, Inyo County Code section 12.22.030 states that the fee for a mobile vending permit shall be set by resolution of the Board of Supervisors;

WHEREAS, reviewing, processing, and issuing these mobile vending permits requires staff time and resources;

WHEREAS, the County wishes to impose a reasonable fee for mobile vending permits that does not exceed the County's actual cost to provide such permits;

WHEREAS, the County has complied with all procedures set forth in Government Code 66018 as they pertain to the imposition of fees.

NOW THEREFORE BE IT RESOLVED:

1. That the fees for a mobile vending permit, issued pursuant to Chapter 12.22 of the Inyo County Code, shall be set as follows:
 - a. 1 to 7 days of vending - \$30
 - b. 8 to 14 days of vending - \$60
 - c. 15 to 21 days of vending - \$90
 - d. Greater than 22 days of vending - \$120
 - e. An additional fee of \$50 will be charged for first-time permits. This fee will not be charged when subsequent permits are issued to the same vendor.
2. That the adoption of this Resolution approving the proposed fee schedule is statutorily exempt from the provisions of CEQA pursuant to Section 15273(a)(1) and (a)(2) of the CEQA Guidelines as the establishment or modification of rates, fees, and charges which are for the purpose of meeting operating expenses.
3. That these fees meet the requirements set forth in subdivision (e)(2), (e)(3), or (e)(5), as applicable, of Section 1 Article XIII(C) of the California Constitution, and are therefore exempt from the definition of a tax as used therein.
4. That the revenue resulting from the fees established pursuant to this resolution will not exceed the estimated reasonable costs to provide the services and that the costs of providing these services are reasonably allocated among the fees established.

PASSED AND ADOPTED this _____ day of March, 2025, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

SCOTT MARCELLIN, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
 Clerk of the Board

By: _____
 Darcy Israel
 Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 15, 2025

Reference ID:
2025-250

Authorization to Apply for the 2025 CalFire County Coordinator Grant Program

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,
Kristen Pfeiler, Wildfire Preparedness Coordinator,
Elaine Kabala

RECOMMENDED ACTION:

Direct staff to submit an application to the 2025 CalFire County Coordinator Grant Program.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County received funding from the CalFire County Coordinator Grant Program in 2022, which enabled the creation of the Inyo County Wildfire Coordinator position, who facilitated the creation of the County's Community Wildfire Protection Plan (CWPP). While dormant for a short period, the grant program is being renewed beginning May 2025 for a 15-month period, offering up to \$151,500.

The grant (funded by CAL FIRE and administered by the California Fire Safe Council (CFSC)), will provide essential operational support and coordination for regional, Countywide, and community-level wildfire mitigation efforts. The program will partially fund the County Coordinator's salary, benefits, supplies, and travel required to fulfill the program's scope, which is outlined below. Deliverables will be achieved by leveraging local resources, including GIS support and the Inyo County Project Management Office.

These funds are in addition to those available through other grant programs currently being administered by the Eastern Sierra Council of Governments and will allow the County Wildfire Coordinator to continue work on a number of County-based projects, while simultaneously working on regional issues.

The Scope of Work for the program includes:

1. Ecosystem Analysis and Optimization
 1. Assess the network of involved entities, identify redundancies, and propose an ideal collaborative structure.
 2. Develop visuals outlining organizational roles, funding flows, and operational gaps, while identifying the resources needed for effective on-the-ground implementation.
 3. Gap Analysis: Evaluate funding availability and match it with the region's actual needs.

2. Community Wildfire Protection Plan (CWPP) Implementation
 1. Operationalize the CWPP through project management in Quickbase.
 2. Training: Host a county-level training on the CWPP toolkit to encourage adoption.
 3. Preliminary Plan: Develop and submit a report outlining steps to keep the County-level CWPP updated and functional, using best practices from the CWPP toolkit.
3. Communications Platform
 1. Leverage existing, and develop new tools and systems to enhance interagency and public communication for greater efficiency and transparency.
 2. Collaborate with CAL FIRE to integrate County Coordinators with local units and create shared resources, building off the Citizen's Wildfire Academy.
 3. Contribute to the CFSC GIS Networking Portal.
4. Training
 1. Attend at least one Qualified Entities Training hosted by CAL FIRE.
5. Reporting
 1. Present the program's scope, deliverables, and impact to the County and Eastern Sierra Council of Governments' boards of supervisors to ensure alignment with regional priorities.

FISCAL IMPACT:

Funding Source	Grant Funded (CalFire / California Fire Safe Council)	Budget Unit	Will work with the Auditors Office to create a new budget for this funding source
Budgeted?	No	Object Code	various
Recurrence	Ongoing	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$151,500 for the period between May 2025 and August 2026
Future Fiscal Year Impacts
Up to \$151,500 for the period between May 2025 and August 2026
Additional Information

The County is able to accept this grant as the grantor (California Fire Safe Council) is a 501(c)3 Public Charity.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not support this application, or direct staff to modify the scope or amount requested as part of the grant application.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Eastern Sierra Council of Governments

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection
High Quality Services | Public Safety and Emergency Response

APPROVALS:

Nate Greenberg	Created/Initiated - 4/9/2025
Darcy Israel	Approved - 4/10/2025
Denelle Carrington	Approved - 4/10/2025
John Vallejo	Approved - 4/10/2025
Christie Martindale	Approved - 4/10/2025
Amy Shepherd	Approved - 4/10/2025
Nate Greenberg	Final Approval - 4/10/2025

ATTACHMENTS:

1. 2025 CalFire County Coordinator Grant Program Notice of Funding Opportunity

Notice of Funding Opportunity

2025 CAL FIRE COUNTY COORDINATOR GRANT PROGRAM

**\$7.8 Million Available to
Counties Across California**

APPLICATIONS OPEN APRIL 11, 2025



Funding for this project provided by the California Department of Forestry and Fire Protection's (CAL FIRE) Wildfire Prevention Grants Program as part of the California Climate Investments Program.

Funding # 5GG23125



Funding Summary

2025 CAL FIRE County Coordinator Grant Program

\$7.8 Million Available



Funding Announcement

California Fire Safe Council (CFSC) is pleased to announce additional funding for the County Coordinator Grant Program. The objective of the County Coordinator Grant is to educate, encourage, and develop countywide collaboration and coordination among wildfire mitigation groups. Program funding will cover administrative costs relevant to county-wide coordination efforts, including but not limited to salary, support, and administrative costs for a designated County Coordinator.

Eligibility

Eligible applicants include counties or their designated representative who received and successfully closed out a 2021 or 2022 CAL FIRE County Coordinator Grant, or who have been notified by CFSC of their eligibility.

Goals and Strategy

The County Coordinator Program serves as a mechanism to build capacity among mitigation groups and develop strong partnerships between state and local mitigation practitioners by:

- Assessing strategies to promote and develop county-wide CWPPs and improved planning processes.
- Promoting the integration of County Coordinators and their networks with local CAL FIRE Units.
- Supporting state-wide data collection.
- Working to scale up mitigation, preparedness, and outreach activities in each funded county.
- Building strong, collaborative mitigation practitioner networks, from the county to the grassroots level.

Available Funding

Applicants may request up to \$151,500 for an approximately 15-month period of performance (May 15, 2025 - July 31, 2026).



Program Deliverables

2025 CAL FIRE County Coordinator Grant Program

Required Grant Deliverables

Awarded subrecipients will be required to include the following deliverables into their workplan and budget for the 2025 CAL FIRE County Coordinator Grant Program:

- Identify, summarize, and report on local groups, grants, and projects within the county, developing partnerships with key stakeholders and providing support and resources to local mitigation groups.
- Track and monitor collaborative efforts, tasks, meetings, workshops, and plans developed by the County Coordinator during the project window.
- Continue to contribute to the GIS Networking Portal.
- Work alongside your local CAL FIRE Unit or CAL FIRE contracted entity to develop a plan and/or initiate next steps to integrate with the local unit and develop shared, locally appropriate resources and collaborative activities.
- Participate in one (1) CAL FIRE Qualified Entities Training during the grant term to gain insights into home assessment requirements and support CAL FIRE in standardizing assessment practices.
- Share information and provide one (1) county-level training with key stakeholders and applicable parties on the new Community Wildfire Protection Plan (CWPP) toolkits.
- Assess current need for a county-level CWPP and/or county-level CWPP update, and develop a preliminary plan evaluating the feasibility, next steps, and potential partners needed to initiate county-level CWPP planning. Subrecipients will submit a report of their findings and next steps to support the state's efforts to promote, implement, and adopt the use of the CWPP toolkit at the county-level.
- Give one (1) presentation at a County Board of Supervisors meeting on the County Coordinator Grant Project scope of work, deliverables, and impact.
- Attend the in-person CFSC Networking and Peer Learning Workshop on Friday, November 21, 2025, in Sacramento, California.
- Attend CFSC's virtual County Coordinator Monthly Meeting series.
- Submit quarterly programmatic and fiscal reports.
- Complete other deliverables as identified in the project workplan.
- Abide by the terms and conditions of the subaward agreement.

Unallowable Activities and Expenses

The following activities and expenses are unallowable under the terms of this grant program:

- No ground disturbing or fuel reduction activities.
- No equipment purchases. See the CAL FIRE Project Cost Table on p. 8 for the definition of equipment.
- No food and refreshment expenses, except those incurred as per diem during approved travel.
- Indirect costs cannot exceed 12% of the requested funding amount.



Program Expectations

2025 CAL FIRE County Coordinator Grant Program

Grant Program Expectations

Awarded subrecipients will be expected to abide by the following grant expectations.

Assigned County Coordinators:

- One individual within the awarded agency should be designated as the County Coordinator and serve as the key programmatic contact for the project. These individuals should dedicate their time to achieving the grant deliverables, ensuring the workplan and budget remains on track, communicating with their assigned CFSC Grant Specialist, attending Monthly County Coordinator Meetings, and ensuring other subaward requirements are met.
- The designated County Coordinator **should not** be a deployable emergency response employee to avoid prolonged absences from grant work.
- Subrecipients may elect to use a contractor to fill the County Coordinator position; however, agencies must provide approved procurement policies and must demonstrate that they followed their procurement policy when selecting the contractor.
- Subrecipients are expected to keep the program contacts and key personnel up to date in ZoomGrants, as well as check their ZoomGrants messages and emails regularly for key programmatic information.
- Subrecipients whose designated County Coordinator is funded by more than one grant source must be able to produce a time allocation policy if/when requested showing hours worked and billed to each grant program.

Payment Requests and Source Documents:

- Subrecipients will be required to submit their first advance payment request within 10 business days of signing their subaward agreement UNLESS approved or required to operate on a reimbursement basis.
- Subrecipients preferring to operate on a reimbursement basis must submit reimbursement requests on a quarterly basis with each progress report.
- All subrecipients must submit source documentation for costs billed to the grant on a quarterly basis with each progress report.
- All payment requests must use the California Fire Safe Council cover sheet, which will be provided with the Grant Award Handbook and available in the ZoomGrants library.

CFSC Risk Assessment:

- All eligible applicants will undergo a risk assessment prior to entering into a subaward agreement with CFSC. Based on CFSC's risk assessment, some subrecipients may encounter special monitoring conditions added to their subaward agreement.



Application and Timeline

2025 CAL FIRE County Coordinator Grant Program

How to Apply

Applicants must have received and fully closed a 2021 or 2022 County Coordinator Grant, demonstrating appropriate grant management ability and abiding by the terms and conditions of their subaward agreement, and must be deemed eligible for additional funding by CFSC.

Applications open on April 11, 2025. Visit <https://cafiresafecouncil.org/grants-and-funding/apply-for-a-grant/> to create a new ZoomGrants account or login to your existing account and select "25 CAL FIRE County Coordinator Program" to begin. The grant program and applications will not be available for viewing until April 11, 2025; however, the general application questions are available on the next page to support you as you plan for your project.

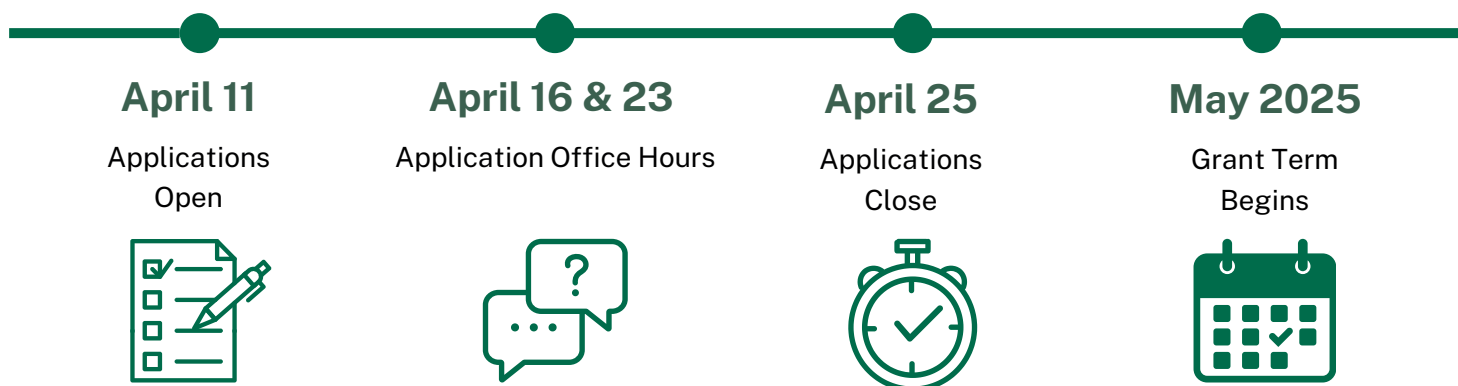
All applicants must complete the following tabs in the ZoomGrants application:

- Application Summary
- Application Questions
- Budget (See p. 8: CAL FIRE project cost table)
- Scope of Work/ Workplan (*include the activity, timeline, responsible party, outcome, and budget*)
- Document Uploads

ZoomGrants Application Assistance: To retrieve login information, you must contact ZoomGrants. CFSC staff do not have access to your login information. The ZoomGrants Technical Support team is available 8:00 a.m. to 5:00 p.m. Mountain Time, Monday through Friday Toll Free at 866-323-5404 or email questions@zoomgrants.com.

Application Timeline

Applications open April 11, 2025, and the application deadline is April 25, 2025, at 11:59 p.m. PST. Grant awards will be announced in early May 2025. The grant term is 15 months with a anticipated period of performance of May 15, 2025 - July 31, 2026.





Sample Application Questions

2025 CAL FIRE County Coordinator Grant Program

Sample of Grant Program Application Questions

Due to the shortened grant application window, CFSC is providing a sample of application questions for your preparation prior to the opening of the application on April 11, 2025. Questions are subject to change.

Organization Information

- Which county do you represent?
- If your organization has a CAL FIRE grant or direct award, or received one in the past, please provide the grant number(s), project summary(ies), current status (open/closed), and if you have ever received a CAL FIRE grant termination prior to award close.
- List key individuals from the applicant county or organization who will be involved in submitting the application, designing the project, and designating the County Coordinator.
- Briefly list prior grants received and managed over the past 3 years, including private, federal, or state grants.
- Does your county have a county-wide community wildfire protection plan or emergency plan?
- Does your organization/county have professional GIS staff who will be available to assist with the GIS needs of this project? If yes, please provide the contact information for GIS staff who will work on this project.
- Will your organization receive grant funds on an advance or quarterly reimbursement basis? *Note: if you select advance, it is still possible your organization could be switched to reimbursement based on your pre-award risk assessment or performance during the grant period.*

Project Information, Outcomes, and Evaluation

- Executive Summary/Abstract. Provide a brief summary (1-2 sentences) of your proposed County Coordinator Project.
- Will your county's County Coordinator remain the same during the new funding period?
- If yes, please provide the existing County Coordinator's organization/agency, name, email address, title, and phone number.
- If no, please describe the situation requiring a new County Coordinator placement and identify who will fill the role (full time/part time employee, contractor). Describe your process/timeline for hiring the new County Coordinator.
- Describe the anticipated outcomes of your County Coordinator Project.
- How will you measure the success of your County Coordinator Project?
- How will your county or organization work to sustain efforts toward county-wide collaboration and coordination following the close of the performance period?
- All subrecipients will be required to certify your understanding of the required programmatic deliverables under this grant program. See pages 3 and 7.
- Identify any deliverables, in addition to the required deliverables of this grant program, that you intend to achieve by the close of the project.



Sample Scope of Work

2025 CAL FIRE County Coordinator Grant Program

Sample of Grant Program Scope of Work

There are six (6) required grant deliverables that all subrecipients **must** include within the first six activities in the project Scope of Work. An example of the application Scope of Work is provided on this page for your reference. Please see p. 3 for a comprehensive list of required deliverables.

Task #	Activity	Timeline	Responsible Party	Expected Outcome/ Result	Budget
1	Develop a plan, in concert with CAL FIRE unit or CAL FIRE contracted entity, to integrate the County Coordinators with their local CAL FIRE units and develop shared, locally appropriate resources.				
2	Continue to contribute to the CFSC GIS Networking Portal.				
3	Attend at least one (1) Qualified Entities Training hosted by CAL FIRE.				
4	Host one (1) county-level training on the CWPP toolkit for stakeholders to encourage its use and adoption.				
5	Develop a preliminary plan evaluating steps/actions needed to initiate a county-level CWPP, using best practices as outlined in the CWPP toolkit, and submit a report to CFSC based on findings.				
6	Present project scope of work, deliverables, and impact to the county's board of supervisors to ensure that county leadership is informed of program impact and can effectively keep the County Coordinator tied into the county's priorities and plans.				
7+	(Subrecipient additional deliverables)				



CAL FIRE Project Cost Table

Below is an adaptation of the CAL FIRE Project Costs table, adapted from p. 17 of the California Climate Investments Department of Forestry and Fire Protection Direct Award Procedural Guide February 2022, which describes allowable cost categories for CAL FIRE funded grant projects. All County Coordinator grant expenses must adhere to this policy. **Please note, not all CAL FIRE allowable costs are allowable under the specifications and project expectations of the County Coordinator Grant Program.**

Salaries and Wages	Salaries and wages of employees employed by the Grantee who are DIRECTLY engaged in the execution of the grant project. Limited to actual time spent on the grant project. Examples of expenditures include time-related to site visits and project monitoring and completion of reporting related to the grant project. Staff time related to accounting, business services, etc. are allowed only if those functions are not included in the Grantee's overhead cost.
Benefits	Employer contribution share of fringe benefits associated with employees (paid from salaries and wages Budget Item) who are directly engaged in the execution of the grant project. This will include Social Security, Medicare, Health Insurance, Pension Plan costs, etc. as applicable for the specific employee. Does not include Sick/Vacation/Holiday leave.
Contractual	Direct consultant and contractual services necessary to achieve the objectives of the grant. Examples of contractual costs will be RPF supervision/certification, professional/consultant services (the costs of consultant services necessary for project planning and implementation), fire prevention contractor, etc. Procurement of contractual services should be documented to ensure selection on a competitive basis and documentation of price analysis.
Travel	Travel cost associated with travel to and from project sites, meetings, etc. directly related to the grant project and must be considered reasonable and necessary for the completion of the project. Reimbursement rates shall be consistent with the Grantee's written travel policy. Absent a written policy, per diem shall not exceed the California Standard Per Diem Rate allowable by the U.S. General Services Administration. Mileage rates shall not exceed the rates allowable by the IRS.



CAL FIRE Project Cost Table (Continued)

Supplies	Supplies that are used in the direct support of the project are allowable. Supplies exceeding \$500 per unit cost shall be documented to ensure procurement of supplies on a competitive basis and documentation of price analysis. Supplies include items under \$5,000 per unit cost (e.g., office materials, software, laptops, etc.).
Equipment	Equipment is not an allowable expense for the 2025 County Coordinator Grant Program. Equipment is an item of \$5,000 or more per unit with a tangible useful life of more than one year.
Other	Other costs that do not fit in any of the above categories. The cost must be directly related to the grant project. A cost (such as rent, utilities, phones, general office supplies, etc.) that must be apportioned to the grant is considered indirect cost unless written justification is submitted and approved by CFSC.
Indirect	Indirect Costs are costs associated with doing business that are of a general nature and are incurred to benefit two or more functions within the Grantee organization. These costs are not usually identified specifically in the grant agreement, project, or activity, but are necessary for the general operation of the organization. Examples include salaries and benefits of employees not directly assigned to a project; functions such as personnel, accounting, budgeting, audits, business services, information technology, janitorial, and rent, utilities, supplies, etc. Functions included as direct versus indirect costs must be applied consistently for all activities within the Grantee organization, regardless of fund source. The maximum allowable indirect charge for this grant program for all entities including UC's and CSUs should generally not exceed 12%, unless an exemption is granted by CFSC.



Frequently Ask Questions

2025 CAL FIRE County Coordinator Grant Program

Frequently Asked Questions

➤ **What is the application timeline and where do I apply?**

Applications will open April 11, 2025, and close April 25, 2025, at 11:59 p.m. PST. Applications will be hosted through ZoomGrants and accessed through this link [HERE](#).

➤ **Who do I contact if I have questions or need assistance with my application?**

Please reach out to a CFSC Grant Specialist listed on the Contact Us page below.

➤ **What is the total funding available per county?**

Each county may apply for up to \$151,500.00; however, applicants should only apply for what they can reasonably spend within the period of performance.

➤ **What is the total length of the grant term, and will there be an option to extend the term if needed?**

The total grant term is approx. 15 months (May 15, 2025, to July 31, 2026). There will be no extensions.

➤ **Can the County Coordinator help to prepare grant applications for fuel reduction projects or other administrative tasks relevant to fire readiness?**

Yes, the County Coordinator may assist with planning and preparing grant applications, perform outreach and communications, attend meetings, coordinate volunteers, or otherwise support a county's current efforts as needed. No actual ground disturbing or fuels mitigation work is permitted.

➤ **Are the funds limited to a single County Coordinator, or can they be used to cover time for multiple individuals involved in county-wide programming?**

Counties must designate one County Coordinator as they key point of contact; however, funds may be used to cover time for positions directly related to the County Coordinator, such as a direct supervisor. CFSC may request a time allocation policy detailing hours worked and billed to all grant-funded projects.

➤ **Can awarded County Coordinator grant funds be used to purchase food or refreshments for meetings and events?**

No. Food and refreshment expenses are unallowable under the terms of this grant program. Only meal costs incurred as per diem during approved travel are allowable and must be outlined in your budget.

➤ **Can we offer the County Coordinator position to an existing employee within the county?**

Yes, an existing employee may fill the County Coordinator role if they have the capacity to complete the job functions and manage the program. Counties or their designated agencies may also hire a new employee or create a contract position to fill the County Coordinator role. However, the designated County Coordinator **should not** be a deployable emergency response employee to avoid prolonged absences from grant work.



Contact Us

CALIFORNIA FIRE SAFE COUNCIL

730 I STREET #236

SACRAMENTO, CA 95814

WWW.CAFIRESAFECOUNCIL.ORG

CFSC Grant Team Contacts:

Dave Farley, Senior Grant Specialist, dfarley@cafiresafecouncil.org

Becky DeForest, Senior Grant Specialist, bdeforest@cafiresafecouncil.org



Join us in helping communities live safely with wildfire!



Funding for this project provided by the California Department of Forestry and Fire Protection's (CAL FIRE) Wildfire Prevention Grants Program as part of the California Climate Investments Program.

Funding # 5GG23125

This institution is an equal opportunity provider.



Commissioners

Erika Zavaleta, President
Santa Cruz

Samantha Murray, Vice President
La Jolla

Jacque Hostler-Carmesin, Member
McKinleyville

Eric Sklar, Member
Saint Helena

Darius W. Anderson, Member
Kenwood

STATE OF CALIFORNIA
Gavin Newsom, Governor

Fish and Game Commission



*Wildlife Heritage and Conservation
Since 1870*

Melissa A. Miller-Henson
Executive Director
P.O. Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
fgc@fgc.ca.gov
www.fgc.ca.gov

*** Revised Meeting Agenda April 16-17, 2025**

Participate in Person

**Capitol Event Center
1020 – 11th Street
Sacramento, CA 95814**

or

Participate via Zoom/Phone

The meeting will be live streamed; visit <http://www.fgc.ca.gov> the day of the meeting to watch or listen. To provide public comment, please join at the Sacramento location, or via Zoom or phone; join Zoom or directly at <https://us02web.zoom.us/j/87637042947>. For complete instructions on how to join via Zoom or phone, visit fgc.ca.gov/meetings/2025.

This agenda is being revised to:

- Under Item 30B Department Marine Region Report, add an update and discussion of Department director action in the recreational Dungeness crab fishery to prohibit the use of crab traps in Fishing Zone 4 effective at 6:00 p.m. on April 15, 2025; and
- Under Item 12A Central Valley Sport Fishing, consider authorizing notice of sufficiently-related changes to proposed regulation amendments.

- Notes:**
- (1) See important meeting deadlines and procedures, including written public comment deadlines, starting on page 11.
 - (2) A list of reports or other significant documents received by the commission since its February 2025 meeting is on page 7.
 - (3) Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department.
 - (4) All section and subsection references are to Title 14 of the California Code of Regulations, unless otherwise noted.

Call to Order and Roll Call to Establish a Quorum

1. Consider approving agenda and order of items

General Public Comment

2. General public comment for items not on the agenda

Receive public comment regarding topics within the Commission's authority that are not included on the agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

Consent Items

Note: Items on the consent calendar are expected to be routine and non-controversial. After public comment, the Commission will consider approving items on the consent calendar in a single vote without discussion. The presiding commissioner may choose to remove any item from the consent calendar and allow a separate discussion and potential action on that item in response to a request by a Commission member, staff, or an interested person.

3. Initial private lands wildlife habitat enhancement and management area (PLM) plans and licenses

Consider approving initial PLM plans and 2025-2029 licenses for:
(Pursuant to Section 601)

- (A) Merced County
 - I. JG Angus Ranch

4. Five-year PLMs

Consider approving five-year PLM plans and 2025-2029 licenses for:
(Pursuant to Section 601)

- | | |
|--|----------------------------|
| (A) Humboldt County | VI. Seven Springs Ranch |
| I. Big Lagoon | VII. Six Point Ranch |
| II. Klamath | VIII. Summer Camp Ranch |
| III. Rainbow Ridge PLM | (C) Monterey County |
| (B) Mendocino County | I. Bardin Ranch |
| I. Ackerman-South Daugherty WMA | (D) San Luis Obispo County |
| II. Amann Ranch | I. Carnaza Ranch |
| III. Bridges Ranch | II. Clark & White Ranch |
| IV. Carley Ranch | III. D Rafter "L" Ranch |
| V. Pennacchio Ranch (formerly Christensen Ranch) | (E) Shasta County |
| | I. Stackhouse Ranch |
| | (F) Trinity County |
| | I. Stewart Ranch |

5. Annual PLMs

Consider approving annual PLM plans for:
(Pursuant to Section 601)

- (A) Del Norte County
 - I. Smith River PLM
- (B) Humboldt County
 - I. Diamond C Outfitters
 - II. Hunter Ranch
 - III. Redwood House Ranch
 - IV. Stover Ranch
 - V. Wiggins Ranch
- (C) Humboldt and Trinity counties
 - I. Wilkinson Hunting Club
- (D) Kern and San Luis Obispo counties
 - I. Temblor Ranch
- (E) Mendocino County
 - I. Capistran Ranch
 - II. Eden Valley Ranch
 - III. Four Pines Ranch
 - IV. Miller-Eriksen Ranch
 - V. R-R Ranch
 - VI. Shamrock Ranch
 - VII. Spring Valley Ranch
- (F) Merced County
 - I. DeFrancesco / Eaton Ranch
 - II. Stevinson Ranch
- (G) Monterey County
 - I. Alexander Ranch
 - II. Gabilan Ranch
 - III. Hartnell Ranch
 - IV. Indian Valley Cattle Company (IVCC) – Lombardo Ranch
 - V. Peachtree Ranch
 - VI. Sky Rose Ranch
 - VII. Work Ranch
- (H) Monterey and San Benito counties
 - I. Morisoli Ranch
- (I) Monterey and San Luis Obispo counties
 - I. Camp 5 Outfitters - Roth Ranch
- (J) San Benito County
 - I. Lewis Ranch
 - II. Lone Ranch
 - III. Rancho Le Cuesta
 - IV. Trincherio Ranch
- (K) San Joaquin County
 - I. Corral Hollow Ranch
- (L) San Luis Obispo County
 - I. Avenales Ranch
 - II. Carrizo Ranch
 - III. Chimney Rock Ranch
 - IV. Hearst Ranch
- (M) Santa Clara County
 - I. Coon Creek Ranch
- (N) Tehama County
 - I. 3D Ranch
 - II. Bell Ranch
 - III. R Wild Horse Ranch
- (O) Trinity County
 - I. Travis Ranch

6. **Golden mussel emergency regulation**
Consider a 90-day extension of the emergency regulation adding golden mussel (*Limnoperna fortunei*) to the list of animals restricted from live importation, transportation and possession.
(Amend Section 671)

Discussion and Action Items

7. **Commission executive director and Department reports**
(A) ***Commission executive director***
(B) ***Department director and Law Enforcement Division***
8. **Falconry**
Consider authorizing publication of notice of intent to amend falconry regulations.
(Amend sections 670 and 703)
9. **Waterfowl hunting**
Consider adopting proposed amendments to waterfowl hunting regulations and taking final action under the California Environmental Quality Act.
(Amend Section 502)
10. **Big game hunting and chronic wasting disease testing**
Consider adopting proposed amendments to regulations regarding big game hunting and chronic wasting disease testing and taking final action under the California Environmental Quality Act.
(Amend sections 360, 362, 363, 364, 364.1 and 708.5)
11. **White sturgeon sport fishing 2084 regular rulemaking**
Discuss proposed amendments to regulations for the recreational take of, tagging of, and reporting requirements for, white sturgeon (*Acipenser transmontanus*) in inland and ocean waters, pursuant to California Fish and Game Code Section 2084.
(Repeal sections 5.78, 5.79, 27.92, 27.93 and 27.95; and amend sections 1.74, 5.80, 5.81, 27.60, 27.90, 27.91 and 701)
12. **Inland sport fishing**
(A) ***Central Valley (annual)***
Discuss proposed amendments, including considering authorizing staff to provide public notice of Department-requested, sufficiently-related changes to proposed amendments to Central Valley sport fishing regulations.
(Amend subsections 7.40(b)(4), (b)(43), (b)(66) and (b)(80))
(B) ***Klamath River Basin (annual)***
Discuss proposed amendments to Klamath River Basin sport fishing regulations related to Chinook salmon.
(Amend subsection 7.40(b)(50))

13. Morro manzanita

Consider and potentially act on the petition, Department's evaluation report, and comments received to determine whether listing morro manzanita (*Arctostaphylos morroensis*) as endangered under the California Endangered Species Act may be warranted.

(Pursuant to subdivision 2074.2, California Fish and Game Code)

14. Western Joshua Tree Conservation Plan

Receive a summary of initial comments on and discuss the draft *Western Joshua Tree Conservation Plan*.

(Pursuant to subdivision 1927.6(a), California Fish and Game Code)

15. Recovery planning for CESA-listed species

Receive a presentation on the Department's development of California Endangered Species Act recovery planning guidelines and announce the public review period and public meeting to discuss the draft guidelines.

(Pursuant to subdivision 2079.1, California Fish and Game Code)

16. Regulation change petitions (wildlife and inland fisheries)

(Pursuant to Section 662)

(A) Petitions for action today

Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.

- I. *Petition 2020-016: Authorize use of a crossbow with a scope for those with visual impairments.*

(B) New petitions

Receive new petitions for regulation change.

Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the June 11-12, 2025 Commission meeting.

(C) Referred petitions

Receive comments on petitions previously referred by the Commission to staff, legal counsel, a Commission committee, or the Department for review and recommendation.

Commission action on any referred petition will be scheduled for consideration once a recommendation is received.

17. Non-regulatory requests from previous meetings (wildlife and inland fisheries)

Consider and potentially act on non-regulatory requests submitted by members of the public at previous meetings.

18. Committee and Department reports

Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.

(A) ***Tribal Committee***

Receive summary and consider approving recommendations from the April 15, 2025 Committee meeting. Discuss referred topics and consider revisions to topics and timing.

(B) ***Wildlife Resources Committee***

Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics and changing the meeting location for the next committee meeting on May 15, 2025.

(C) ***Department Wildlife and Fisheries Division, and Department Ecosystem Conservation Division***

April 17, 2025; 8:30 AM

Call to Order/Roll Call to Establish Quorum

Consent Items

19. Commercial California halibut and white seabass set gill nets

Consider adopting proposed amendments required by the Office of Administrative Law to regulations for commercial California halibut and white seabass set gill net fisheries regulations.

(Amend section 174.1)

20. Commercial take of red and other sea urchin and sea cucumber

Consider adopting proposed amendments to regulations for commercial take of red and other sea urchin and sea cucumber.

(Amend sections 120.7 and 128, and add Section 120.8)

21. Commercial harvest of kelp, including sea palm, and other aquatic plants

Consider adopting proposed amendments to regulations for commercial harvest of sea palm, and kelp and other aquatic plants harvest reporting and references.

(Amend sections 165 and 705.1)

Discussion and Action Items

22. Recreational crab fishing gear and commercial passenger fishing vessel trap validation

Consider authorizing publication of notice of intent to amend regulations for recreational crab fishing gear and commercial passenger fishing vessel trap validation.

(Amend Section 29.80, 29.85, 190, 195 and 701).

23. Recreational take of barred sand bass

Consider adopting proposed amendments to regulations for the recreational barred sand bass fishery.
(Amend Section 28.30)

24. Market Squid

(A) Market Squid Fishery Management Plan

Receive and conduct a public hearing on the draft amended "Market Squid Fishery Management Plan."

(Pursuant to sections 7075, 7077 and 7078, California Fish and Game Code)

(B) Commercial take of market squid

Consider authorizing publication of notice of intent to amend regulations for the commercial take of market squid.

(Amend sections 53.01, 149 and 149.1; repeal sections 53.02 and 53.03).

25. Application for a restricted species permit amendment

Review an application for a restricted species permit amendment from the University of California San Diego to import, possess, transport or rear, or conduct research on transgenic painted urchins and transgenic sea squirts, and take action consistent with the Commission regulation, if warranted.

(Pursuant to subdivision 15007(e), California Fish and Game Code, and subsection 671.1(a)(8)(H), Title 14, CCR)

26. Experimental fishing permit (EFP) major amendment request

Potentially reconsider and act on a major amendment request for an EFP (Commission tracking # 2023-02) approved to test pop-up fishing systems in the California Dungeness crab fishery.

(Pursuant to Section 91)

27. Commission Policy on Naming Installations

Discuss and potentially approve amendments to the Commission's Policy on *Naming Installations*, including changing the policy's title to *Naming Protected Areas*.

(Pursuant to Section 703, California Fish and Game Code)

28. Regulation change petitions (marine)

(Pursuant to Section 662)

(A) Petitions for action today

Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.

I. *Petition 2025-01: Request to amend methods of recreational take of limpets*

(B) New petitions

Receive new petitions for regulation change.

Consideration of whether to grant, deny, or refer petitions for additional review is expected to be scheduled for the June 11-12, 2025 Commission meeting.

(C) ***Referred petitions***

- I. Receive public comments on petitions previously referred by the Commission to staff, legal counsel, a Commission committee, and/or the Department for review and recommendation.
- II. ***Marine protected area (MPA) petitions: Amended petitions update***
Receive a written staff update regarding amendments submitted for MPA petitions previously referred for review and recommendation, but not yet scheduled for action. Receive an updated summary of MPA petitions in “bin 2” with proposed actions reflecting submitted amendments.

Commission action on any referred petition will be scheduled for consideration once a recommendation is received.

29. Non-regulatory requests from previous meetings (marine)

Consider and potentially act on non-regulatory requests submitted by members of the public at previous meetings.

30. Committee and Department reports

Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.

(A) ***Marine Resources Committee***

Receive summary and consider approving recommendations from the March 13, 2025 Committee meeting. Discuss referred topics and consider revisions to topics and timing.

(B) ***Department Marine Region***

I. ***Recreational ocean salmon and Pacific halibut***

Update on annual regulations and automatic conformance to federal regulations, including potential for a “bubble fishery” for ocean salmon at Pillar Point Harbor.

(Pursuant to Section 1.95)

II. ***Recreational Dungeness crab***

Public discussion of action taken by the Department director in the recreational Dungeness crab fishery to prohibit the use of crab traps in Fishing Zone 4 (Pigeon Point to Lopez Point) effective at 6:00 p.m. on April 15, 2025.

(Pursuant to Section 29.80)

31. Commission administrative items

(A) ***Legislative report***

Receive updates on legislative activity and consider providing direction to staff on potential actions.

(B) ***Rulemaking timetable updates***

Review and potentially approve changes to the perpetual timetable for anticipated regulatory actions.

(C) ***Future meetings and new business***

Review logistics and approve draft agenda items for the next Commission meetings (May 14 and June 11-12, 2025), consider any changes to approved

meeting dates or locations, or introduce new business for a future meeting agenda.

General Public Comment

32. General public comment for items not on the agenda

Receive public comment regarding topics within the Commission's authority that are not included on the agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (Section 11125 and subdivision 11125.7(a), California Government Code).

Adjourn

Public Receipt of Documents

This section of the agenda highlights reports or other significant documents received by the Commission since the previous meeting. Any Commission discussion or action on these documents will be noticed and placed on the agenda of a future meeting. Since February 13, 2025, the Commission has received three documents:

1. Department's evaluation report on the petition to list quino checkerspot butterfly (*Euphydryas editha quino*) as endangered under the California Endangered Species Act (CESA). Additional information about the petition is available on the Commission's CESA page under "Active Petitions" at <https://fgc.ca.gov/CESA#active-petitions>
2. Petition from Dr. Nick Jensen, Center for Biological Diversity, to list Gerry's curly-leaved monardella (*Monardella sinuate* subsp. *gerryi*) as endangered under CESA. Additional information about the petition is available on the Commission's CESA page under "Active Petitions" at <https://fgc.ca.gov/CESA#active-petitions>.
3. Petition from Lisa T. Belenky and Elizabeth Reid-Wainscoat, Center for Biological Diversity, to list Pacific pocket mouse (*Perognathus longimembris pacificus*) as threatened or endangered under CESA. Additional information about the petition is available on the Commission's CESA page under "Active Petitions" at <https://fgc.ca.gov/CESA#active-petitions>.

Executive Session

(Not open to the public)

At a convenient time during the regular agenda of its April 16-17, 2025 meeting, the Commission will recess from the public portion of the agenda and conduct a closed session on the agenda items below. The Commission is authorized to discuss these matters in a closed session pursuant to Government Code Section 11126, subdivisions (a)(1), (c)(3), and (e)(1), and Fish and Game Code Section 309. After closed session, the Commission will reconvene in public session, which may include announcements about actions taken during closed session.

- (A) Pending litigation to which the Commission is a party
 - I. The People of the State of California v. Hannam Chain U.S.A., Inc., et al. (restricted species) and Hannam Chain U.S.A., Inc., et al. v. California Fish and Game Commission (challenge to restricted species regulation)
 - II. The Ballona Wetlands Land Trust v. California Fish and Game Commission and California Dept. of Fish and Wildlife (challenge to decisions related to public uses on an ecological reserve)
 - III. The Ballona Wetlands Land Trust v. California Fish and Game Commission (Ballona Wetlands Ecological Reserve petition for regulation change)
 - IV. Wright v. Sklar (classification of ferrets)
 - V. Borba et al. v. Merced Co, Merced Irrigation Dist., California Dept. of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)
 - VI. Perez-Ramirez et al. v. County of Merced, City of Merced, Merced Irrigation Dist., California Dept. of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)
 - VII. Glenn et al. v. County of Merced, City of Merced, Merced Irrigation Dist., California Dept. of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)
- (B) Possible litigation involving the Commission
- (C) Staffing
- (D) Deliberation and action on license and permit items

California Fish and Game Commission Meeting Schedule

Note: As meeting dates and locations can change, please visit www.fgc.ca.gov for the most current list of meeting dates and locations. All Commission meetings will include a webinar/teleconference option for attendance and every effort will be made to ensure that committee meetings include the same.

Meeting Date	Commission Meeting	Committee Meeting
May 14, 2025	Teleconference Trinidad, Sacramento, St. Helena, Santa Cruz, and La Jolla	
May 15, 2025		Wildlife Resources California Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
June 11-12, 2025	Sacramento area	
July 17, 2025		Marine Resources California Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814go
August 12, 2025		Tribal California Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
August 13-14, 2025	California Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814	
September 11, 2025		Wildlife Resources California Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
October 8-9, 2025	Sacramento area	
November 6, 2025		Marine Resources California Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814

Meeting Date	Commission Meeting	Committee Meeting
December 9, 2025		Tribal California Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
December 10-11, 2025	Sacramento area	

Other Meetings of Interest

Meetings listed here are organizations for which the Commission: (1) is a member, or (2) takes action based upon regulations developed by that organization.

Association of Fish and Wildlife Agencies

- September 21-24, 2025 – Tucson, AZ

Pacific Fishery Management Council

- June 12-18, 2025 – Rohnert Park, CA
- September 18-24, 2025 – Spokane, WA
- November 13-19, 2025 – Costa Mesa, CA

Pacific Flyway Council

- September 12, 2025 – Provo, UT

Western Association of Fish and Wildlife Agencies

- June 2-6, 2025 – Provo, UT
- June 1-5, 2026 – Boise, ID

Wildlife Conservation Board

- May 22, 2025 – Sacramento, CA
- August 28, 2025 – Sacramento, CA
- November 20, 2025 – Sacramento, CA
- February 2026 – Sacramento, CA

Important Commission Meeting Procedures Information

Welcome to a Meeting of the California Fish and Game Commission

This year marks the 155th year of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision making; Commission meetings are vital in achieving that goal and we provide this information to be as effective and efficient toward that end. Welcome, and please let us know if you have any questions.

Persons with Disabilities

Persons with disabilities needing reasonable accommodation to participate in public meetings or other Commission activities are invited to contact the Department's Civil Rights Office (CRO) at civilrights@wildlife.ca.gov. Accommodation requests for facility and/or meeting accessibility and requests for American Sign Language interpreters should be submitted at least two weeks prior to the event. Requests for real-time captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the CRO immediately.

Stay Informed

To receive meeting agendas and regulatory notices about those subjects of interest to you, visit the Commission's website, www.fgc.ca.gov, to sign up on our electronic mailing lists.

Submitting Written Comments

The public is encouraged to comment on any agenda item. Submit written comments by one of the following methods: E-mail to fgc@fgc.ca.gov; mail to California Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090; deliver to California Fish and Game Commission, 715 P Street, 16th Floor, Sacramento, CA 95814 (you must call at least one business day in advance to arrange delivery). Materials provided to the Commission may be made available to the general public.

Comment Deadlines

The **Comment Deadline** for this meeting is **5:00 p.m. on April 3, 2025**. Written comments received at the Commission office by this deadline will be made available to Commissioners prior to the meeting.

The **Supplemental Comment Deadline** for this meeting is **noon on April 11, 2025**. Comments received by this deadline will be made available to Commissioners at the meeting.

After these deadlines, written comments may be delivered in person to the meeting. Please bring 12 copies of written comments to the meeting and give them to the designated staff member just prior to speaking.

Petitions for Regulation Change

Any person requesting that the Commission adopt, amend, or repeal a regulation must complete and submit form FGC 1, *Petition to the California Fish and Game Commission for Regulation Change* (as required by Section 662, Title 14, CCR), available at <https://fgc.ca.gov/Regulations/Petition-for-Regulation-Change>. To be received by the

Commission at this meeting, petition forms must be received by the **Supplemental Comment Deadline** or delivered in person at the meeting during the regulation change petitions agenda item. Petitions received at this meeting will be scheduled for consideration at the next regularly scheduled business meeting, unless the petition is rejected under staff review pursuant to subsection 662(b), Title 14, CCR.

Non-Regulatory Requests

All non-regulatory requests follow a two-meeting cycle to ensure proper review and thorough consideration of each item. All requests submitted by the **Supplemental Comment Deadline** (or heard during general public comment at the meeting) will be scheduled for receipt at this meeting and scheduled for consideration at the next regularly scheduled business meeting.

Speaking at the Meeting

To speak on an agenda item in-person, please complete a “speaker card” and provide it to the designated staff member before the agenda item is announced. Please complete one speaker card per item. Cards will be available near the entrance of the meeting room.

To speak on an agenda item via Zoom or phone, please “raise” your hand either through the Zoom function or by pressing *9 once on your phone when prompted at the beginning of the agenda item.

1. In-person speakers will be identified in groups; please line up when your name is called. Speakers on Zoom or phone will be identified by your Zoom display name or the last three digits of your phone number; listen closely for when your name or number is called.
2. When addressing the Commission, please give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. If there are several speakers with the same concerns, you are encouraged to appoint a spokesperson and avoid repetitive testimony.
4. The presiding commissioner will allot between one and three minutes per speaker per agenda item, subject to several exceptions:
 - a. The presiding commissioner may allow up to five minutes for an individual speaker if a minimum of three individuals who are present when the agenda item is called have ceded their time to the designated spokesperson, and the individuals ceding time forfeit their right to speak to the agenda item.
 - b. In-person participants ceding their time shall complete a speaker card and approach the staff table with the spokesperson so that staff may confirm the presence of those ceding their time. Persons participating via Zoom or phone and ceding their time to another speaker must notify the Commission at fgc@fgc.ca.gov prior to the start of the agenda item, including to whom they are ceding their time, and must be present during the agenda item.
 - c. Individuals may receive advance approval for additional time to speak if such requests are received by email or delivery to the Commission office by the **Supplemental Comment Deadline**. The president or designee will approve or deny the request no later than 5:00 p.m. two days prior to the meeting.
 - d. An individual requiring an interpreter is entitled to at least twice the allotted speaking time pursuant to Government Code Section 11125.7(c).

- e. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

Agenda items may be heard in any order and on either day pursuant to the discretion of the presiding commissioner.

Visual Presentations/Materials

All electronic presentations must be submitted by the ***Supplemental Comment Deadline*** and approved by the Commission executive director before the meeting.

1. Electronic presentations must be provided by email to fgc@fgc.ca.gov. If the presentation file is too large to send via email, contact staff to identify an alternative method for submitting the file.
2. All electronic formats must be Windows PC compatible.
3. If presenting at the in-person meeting location, it is recommended that you bring a print copy of your presentation in case of technical difficulties.

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

469 South Main Street
Bishop, CA 93514
(760) 872-5150
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



March 31, 2025

File No.: 825.14617.18137




Inyo County Board of Supervisors
C/O Clerk of the Board
P O Box Drawer N
Independence, CA 93526

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,


CAMERON BROYLES, Captain
Commander
Bishop Area

Enclosure



HAZARDOUS MATERIALS INCIDENT REPORT

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER

25-1632

COLLISION REPORT

☒ Yes NUMBER 9825-2025-00087

☐ No

HAZMAT CASUALTIES	NO. EXPOSED/ DECONNED	NO. INJURED	NO. KILLED	CITY	JUDICIAL DISTRICT	PHOTOGRAPHS BY <input checked="" type="checkbox"/> NONE
AGENCY PERSONNEL	0	0	0	UNINC	Inyo Superior	
OTHERS	0	0	0	COUNTY	NCIC	HAZMAT PLACARDS DISPLAYED
				Inyo	9825	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
INCIDENT DATE (MM/DD/YYYY)	INCIDENT TIME	TIME CALTRANS/COUNTY ROADS NOTIFIED	TIME O.E.S. NOTIFIED	STATE HIGHWAY RELATED		
03/31/2025	1804 HOURS	1824 HOURS	1953 HOURS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

INCIDENT OCCURRED ON

US-395 Southbound

☐ AT INTERSECTION WITH

☒ OR North of

Walker Creek Road

MILEPOST INFORMATION

GPS COORDINATES

LATITUDE 36.266266°

LONGITUDE -118.016099°

NAME (FIRST, MIDDLE, LAST)	DRIVER'S LICENSE NUMBER	STATE	VEH. YEAR	MAKE	LICENSE NUMBER	STATE
Jose Leonibas Munoz Salazar	U5053453	CA	2012	Freightliner	ZP45873	CA
STREET ADDRESS	VEH. YEAR	MAKE	LICENSE NUMBER	STATE		
12218 224TH Street Apartment C	2018	Wabash	4VN1848	CA		
CITY/STATE/ZIP CODE	VEH. YEAR	MAKE	LICENSE NUMBER	STATE		
Hawaiian Gardens, CA 90716						

HOME PHONE

Unknown

BUSINESS PHONE

(562) 307-3908

CARRIER NAME

Green Drayage Systems Inc

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)

- | | |
|---|--|
| <input type="checkbox"/> On-site fire services | <input type="checkbox"/> Chemtrec |
| <input type="checkbox"/> Private info source | <input type="checkbox"/> Poison Control Center |
| <input type="checkbox"/> Off-site fire services | <input type="checkbox"/> Safety Data Sheet |
| <input type="checkbox"/> On-site non-fire services | <input type="checkbox"/> Placards/Signs |
| <input type="checkbox"/> Off-site non-fire services | <input type="checkbox"/> Shipping papers |
| <input type="checkbox"/> Computer software | <input checked="" type="checkbox"/> Emergency Response Guidebook |
| <input type="checkbox"/> Chemist | <input type="checkbox"/> No reference material used |
| <input checked="" type="checkbox"/> Other | |

REGISTERED OWNER ☐ SAME AS DRIVER

Green Drayage Systems Inc

OWNER'S ADDRESS ☐ SAME AS DRIVER

12421 Riverside Drive A, Mira Loma, CA 91752

VEHICLE IDENTIFICATION NUMBER

1FUJGLDR8CSBB9120

VEHICLE TYPE

25

CA NUMBER

371625

DOT NUMBER

1929684

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
Diesel Fuel	1202	3	100 GAL	Outside vehicle	Liquid	Liquid

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER
Vehicular fuel tank	100 GAL	Aluminum/Aluminum alloys	Above ground

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER

PROPERTY USE	SURROUNDING AREA	PROPERTY MANAGEMENT
State Highway	Open land	State

RELEASE FACTORS	EQUIPMENT TYPE INVOLVED	HAZMAT CONFIRMED
Collision/Overturn	Vehicle fuel system	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

CITATION ISSUED OR COMPLAINT TO BE FILED	PRIMARY CAUSE OF INCIDENT	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not determined	<input checked="" type="checkbox"/> Violation 22107	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<input type="checkbox"/> Other Code violation	DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT?
<input type="checkbox"/> Other cause	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WEATHER High wind

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556, INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> Sequence of events | <input checked="" type="checkbox"/> Evacuation details | <input checked="" type="checkbox"/> Cleanup actions | <input checked="" type="checkbox"/> CHP On-scene Personnel (name, rank, ID number, function, exposure, hours) |
| <input checked="" type="checkbox"/> Road closures | <input checked="" type="checkbox"/> Environmental impact | <input checked="" type="checkbox"/> Actions of other agencies | |

COMPLETE THE FOLLOWING

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Incident Action Plan | <input type="checkbox"/> Site Safety Plan | <input type="checkbox"/> Proposition 65 Letters: County Health/County Board of Supervisors |
|--|---|--|

DATE AND TIME SCENE DECLARED SAFE BY WHOM (NAME, TITLE AND AGENCY)

PENDING

HOURS

Joe Cervantez Jr., Hazmat Coordinator, Caltrans District 9

PREPARER'S NAME, RANK, AND ID NUMBER

V. Roeber, Sergeant #18137

DATE

04/01/2025

REVIEWER'S NAME, RANK, AND ID NUMBER

DATE