

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

July 10, 2018

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

CLOSED SESSION

2. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Ken Walker, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.
3. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Title: County Administrator.
4. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Title: Water Director.

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

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

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **PROCLAMATION – Board of Supervisors** – Request Board: A) approve proclamation titled, "A Proclamation of the Board of Supervisors, County of Inyo, State of California, Recognizing and Expressing Its Sincerest Appreciation for Sheriff William R. Lutze and His Decades of Service to the Residents and Visitors of Inyo County on the Occasion of His Retirement;" and B) present the proclamation to Sheriff Lutze.
8. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

9. **Motor Pool** – Request Board: A) declare the vehicles and equipment identified in Exhibit A as surplus; B) authorize Motor Pool to offer the vehicles for sale utilizing the Public Surplus auction site; and C) authorize Motor Pool to utilize either the previously approved consignment auction

agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of any vehicles remaining unsold after the Public Surplus process.

10. ***Parks and Recreation*** – Request Board: A) approve the agreement between the County of Inyo and Preferred Septic and Disposal for chemical toilet services at the Diaz Lake Campground, Lone Pine, in an amount not to exceed \$3,600 for the period of August 1, 2018 through June 30, 2019 with two options to extend the contract subject to Board approval and adoption of future County budgets; and B) authorize the Chairperson to sign the agreement contingent upon all appropriate signatures being obtained.
11. ***Personnel*** – Request your Board approve the agreement between the County of Inyo and The Prothman Company for the provision of executive recruitment services for the position of County Administrator, in an amount not to exceed \$18,000, and authorize the Chairperson to sign.

COUNTY ADMINISTRATOR/PUBLIC WORKS

12. Request Board: A) declare Architectural Nexus, Inc. a sole-source provider of architectural and engineering review services; and B) approve the sole-source contract between the County of Inyo and Architectural Nexus, Inc. for the provision of Architectural and Engineering Review Services in an amount not to exceed \$55,020 for the period of July 11, 2018 through December 31, 2020, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

CLERK-RECORDER-REGISTRAR OF VOTERS

13. Request Board authorize the Clerk-Recorder to increase the total amount of the contract with Dominion Voting Systems, Inc. for the provision of a New Voting System by \$9,380.97 for a total amount not to exceed \$221,176.97 for the period of the Agreement effective date through December 31, 2025.

PROBATION

14. Request Board approve a proclamation declaring July 15-21, 2018 as Probation Services Week in Inyo County.

PUBLIC WORKS

15. Request Board: A) approve the contract between the County of Inyo and Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for Consultant Services with a not-to-exceed amount of \$876,903 for the period of July 10, 2018 through July 31, 2021; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
16. Request Board: A) approve the contract between the County of Inyo and MGE Engineering, Inc. of Sacramento, CA for Engineering Services, including bridge and roadway engineering, environmental, and hydrological analysis, with a not-to-exceed amount of \$447,568.18 for the period of July 10, 2018 through June 30, 2021; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. Request Board accept Amendment No. 1 County of Inyo Standard Contract No. 156 between the County of Inyo and TEAM Engineering of Bishop, CA to amend Attachment B: Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
18. Request Board approve the plans and specifications for the County Storage Container Roof Sealing Project and authorize the Public Works Director to advertise and bid the project.
19. Request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Bishop Airport – Apron Rehabilitation Project."
20. Request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Shoshone Airport – Runway 15-33 Crack Repairs, Slurry Seal, Markings Project."

SHERIFF

21. Request Board approve a blanket purchase order to Office Depot in the amount of \$20,000 for office supplies for the Sheriff's Department administration, substations and other budgets under the Sheriff's control, contingent upon the Board's approval of the Fiscal Year 2018-2019 Budget.
22. Request Board: A) declare Lexipol of Irvine, CA a sole-source provider; and B) approve a blanket purchase order to Lexipol in the amount of \$20,000 for the department's annual policy manual updates, Daily Training Bulletin (DTB) subscription and DTB maintenance for training bulletins and testing database, contingent upon the Board's approval of the Fiscal Year 2018-2019 Budget.
23. Request Board: A) declare the California Department of Justice a sole-source provider; and B) authorize a blanket purchase order to the California Department of Justice in the amount of \$15,000 for processing and verifying applicants' fingerprints.

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

24. **ASSESSOR** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Assistant Assessor exists in the General Fund, as certified by the Assessor and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates might meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of an Assistant Assessor at a monthly rate of \$6,705.
25. **COUNTY ADMINISTRATOR** – Request Board:
 - A. Approve changes in the Authorized Staffing for the Assessor's Office by adding an Auditor/Appraiser III position (Range 78) OR a Senior Auditor/Appraiser position (Range 82), depending on the classification within this series at which a successful candidate is recruited; and, by adding a Deputy Assessor position (Range \$7,034 - \$8,547 per month) and deleting an Assistant Assessor position (\$6,705 per month), if the recruitments for the Assistant Assessor and Deputy Assessor positions result in a qualified candidate being identified for the higher-level position.
 - B. Find, consistent with the adopted Authorized Position Review Policy:
 1. The funding for the positions comes from the General Fund and will be included in the Fiscal Year 2018-2019 CAO Recommended Budget and, if qualified candidates are identified prior to your Board's adoption of the Fiscal Year 2018-2019 Budget, can be funded through the Fiscal Year 2018-2019 Preliminary Budget, as certified by the County Administrator and concurred with by the Auditor-Controller;
 2. The vacancies are unlikely to be filled by internal candidates meeting the qualifications for the position and, regardless, an open recruitment is appropriate to ensure the positions are filled with the best qualified candidates; and,
 3. Approve the hiring of an Auditor-Appraiser III position, Range 78 (\$5,410 - \$6,574) OR a Senior Auditor-Appraiser position Range 82 (\$5,957 - \$7,233); AND, approve the hiring of a Deputy Assessor position (\$7,034 - \$8,547 per month) if a qualified candidate is identified in lieu of an Assistant Assessor (Contract \$6,705 +/-).
26. **HEALTH AND HUMAN SERVICES – ESAAA/IC-GOLD** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) B-PAR Program Services Assistant I/II exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where due to the part-time nature of this position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) B-PAR PSA, either a I at Range 39 PT (\$11.93 - \$14.48/hr.), or a II at Range 42PT (\$12.75 to \$15.52/hr.), depending upon qualifications.
27. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker I/II, exists in the non-General Fund Social Services budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Social Worker I at Range 65 (\$4,052 - \$4,929) or a Social Worker II at Range 67 (\$4,253 - \$5,163).

28. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker III/IV exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Social Worker, either a III at Range 70 (\$4,569 - \$5,557), or a IV at Range 73 (\$4,900 - \$5,960), contingent upon qualifications.
29. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Integrated Case Worker exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Integrated Case Worker I at Range 60 (\$3,612 - \$4,387).
30. **PUBLIC WORKS – Road Department** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Heavy Equipment Operator I/II exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Heavy Equipment Operator I at Range 58 (\$3,444 - \$4,190) or Heavy Equipment Operator II at Range 60 (\$3,612 - \$4,387), depending on qualifications.
31. **COUNTY ADMINISTRATOR – Information Services** – Request Board ratify and approve the renewal of a Software Maintenance Agreement between Crest Software Corporation and the County of Inyo for the County's enterprise Property Tax Management System in an amount not to exceed \$34,040 for the period of July 1, 2018 through June 30, 2019, contingent upon the Board's approval of the Fiscal Year 2018-2019 Budget.
32. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
33. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
34. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.
35. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
36. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

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

- 11 a.m. 37. **PLANNING** – Request Board enact an ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2018-02/Cook and Amending the Zoning Map of the County of Inyo by Rezoning a 28.04-Acre Parcel Located at 1 Hidden Valley Ranch Road, Lone Pine, CA (APN 026-070-09) from Commercial Recreation with A 5-Acre Minimum (C5-5.0) to Open Space with a 40-Acre Minimum (OS-40).”
38. **ENVIRONMENTAL HEALTH** – Request Board enact an ordinance titled, “An Ordinance of the Inyo County Board of Supervisors Amending Section 7.12.020 and Subsections 7.12.030(a)(3), 7.12.030 (a)(4), 7.12.050(c)(3), 7.12.050(c)(9), 7.12.050(d)(7), 7.12.060(b)(8), and 7.12.100(a) of the Inyo County Code, Pertaining to Onsite Wastewater Treatment Systems.”
39. **ASSESSOR** – Request Board: A) hold a public hearing on proposed fees for the Assessor’s Office; and B) approve a resolution titled, “A Resolution of the Board of Supervisors, County of Inyo, State of California Establishing Fees for Services Provided by the Assessor.”

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

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

40. **PUBLIC COMMENT**

CORRESPONDENCE – INFORMATIONAL

41. **Auditor-Controller** – Actual count of money in the hands of the Treasurer made on July 3, 2018.

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 9

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

FROM: Motor Pool

FOR THE BOARD MEETING OF: July 10, 2018

SUBJECT: Request to Dispose of Surplus Motor Pool Vehicles

DEPARTMENTAL RECOMMENDATION:

Request that your Board, A) declare the vehicles and equipment identified in Exhibit A as surplus, B) authorize Motor Pool to offer the vehicles for sale utilizing the Public Surplus auction site and C) authorize Motor Pool to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of any vehicles remaining unsold after the Public Surplus process.

SUMMARY DISCUSSION:

In 2015 your Board approved a comprehensive vehicle acquisition process utilizing Enterprise Fleet Management. Most County Motor Pool vehicles are now being leased through Enterprise. At the end of their useful life, the vehicles will be auctioned by Enterprise and the proceeds credited to the County.

Fully transitioning to the Enterprise model will take several years. Until then, the Public Surplus online auction site has proved to be a very successful and efficient way to find buyers for vehicles the County owns. Therefore, the department is requesting your Board's approval to continue to use the site.

Included here, as Attachment A, is a list of vehicles either recently or soon to be taken out of service by the County. It is requested that your Board declare these vehicles as surplus and authorize Motor Pool to offer these items for sale through publicsurplus.com. Any remaining vehicles will then be sold through a traditional auction agreement or through Enterprise Fleet Management.

ALTERNATIVES:

Your Board may determine that some or all vehicles are not surplus. In that event, vehicles will remain in storage or used for backup. However, given the age and history of the vehicles this option is not recommended.

Rather than using Public Surplus, the vehicles and equipment could be sold through the sealed bid process or placed directly into a vehicle auction either through Enterprise or another auction house. This may limit the ability of local residents to bid on the vehicles and produce less revenue for the County.

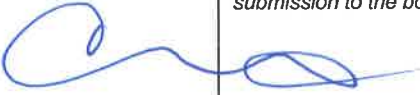
OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

The proceeds received as a result of the auction sale will dictate the amount received by the County. The funds received will be allocated to the Motor Pool Internal Service Fund.

APPROVALS

COUNTY COUNSEL: N/A	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>N/A</u> Date _____
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>eyes</u> Date <u>8/26/2018</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 14 copies of this document are required)



Date: 6/27/2018

Attachment A

Surplus Vehicle List

Motor
Pool

	VEH #	DESCRIPTION	VIN
1	8258	2002 JEEP LIBERTY	1J8GL48K02W293510
2	8363	2004 FORD ESCAPE	1FMYU92104KB39231
3	8459	2007 FORD CROWN VIC	2FAFP71W37X105800
4	8460	2007 FORD CROWN VIC	2FAFP71W57X105801
5	8463	2007 FORD CROWN VIC	2FAFP71W07X105804
6	8494	2007 FORD F150	1FTRF14577NA79746
7	8498	2008 FORD CROWN VIC	2FAFP71V98X107527
8	8733	2009 FORD EXPEDITION	1FMFU16539EA96984
9	8750	2009 FORD CROWN VIC	2FAHP71V59X129826
10	8791	2009 FORD FOCUS	1FAHP35N59W125550
11	8525	2008 FORD ESCAPE	1FMCU931X8KB03805
12	8440	2006 FORD ESCAPE	1FMYU93146KD53656

Board 7/¹⁰~~19~~/2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 10

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

FROM: Parks and Recreation

FOR THE BOARD MEETING OF: July 10, 2018

SUBJECT: Agreement between County of Inyo and Preferred Septic for Chemical Toilet Services at Diaz Lake

DEPARTMENTAL RECOMMENDATION: Request that your Board 1) approve the agreement between the County of Inyo and Preferred Septic and Disposal for chemical toilet services at the Diaz Lake Campground, Lone Pine, in an amount not to exceed \$3600.00 for the period of July 1, 2018 through June 30, 2019 with two options to extend the contract subject to Board approval and adoption of future County budgets, and 2) authorize the Chairperson to sign the agreement contingent upon obtaining appropriate signatures.

SUMMARY DISCUSSION: Parks and Recreation utilizes chemical toilets at the Diaz Lake Campground for campers. Servicing will be provided once per week at all locations. Parks and Recreation requested bid proposals from chemical toilet service providers, with Preferred Septic and Disposal submitting the lowest bid to provide and service the chemical toilets.

Inyo County Recycling Waste Management solicited bids for this service; Preferred Septic and Disposal submitted the low bid. The bids are summarized as follows:


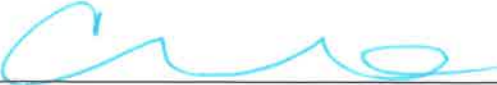
- Bishop Waste Disposal \$6292.80
- Preferred Septic & Disposal \$3600.00

The services contract is scheduled for a three-year term, 2018-2021.

ALTERNATIVES: Toilets must be provided for campers. This agreement provides toilets for the Buffalo Cove and north end of the lake sections. The alternative would be to install permanent toilets in the areas. While vault or septic toilets would be the preferred option, the funds are not available in the current budgets for the installation of vault or septic toilets.

OTHER AGENCY INVOLVEMENT: Preferred Septic and Disposal, County Counsel, and Auditor/Controller

FINANCING: These services will be budgeted in the Parks and Recreation budget 076900 Object Code 5265, Professional Services.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>6/25/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>6/28/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 6/28/2018
 (Not to be signed until all approvals are received) Arf chemical toilets bid award.doc

**AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF CHEMICAL TOILET SERVICES SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the CHEMICAL TOILET SERVICES services of PREFERRED SEPTIC AND DISPOSAL of BISHOP, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. INITIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from AUGUST 1, 2018 to JUNE 30, 2019 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 AUGUST 1, 2019 through JUNE 30, 2020
- b. From JULY 1, 2020 through JUNE 30, 2021

County may 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 as stated in this Agreement.

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$3600.00XXXXXXXXXXXX (initial term); \$3600.00XXXXXXXXXX (option 1); \$3600.00XXXXXXXXXX (option 2); for a total of \$ TEN THOUSAND EIGHT HUNDRED 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. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of

these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, 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, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor'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. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor'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 Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, 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.

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by

County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. 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-three (23) below.

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. 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.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. 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.

24. NOTICE.

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

County of Inyo	
PARKS AND RECREATION	Department
_____	Street
163 MAY ST	
_____	City and State
BISHOP, CA 93514	

Contractor:	
PREFERRED SEPTIC & DISPOSAL	Name
_____	Street
1280 N. MAIN ST SUITE 1	
_____	City and State
BISHOP, CA 93514	

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF CHEMICAL TOILET SERVICES **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Kristen Deam

Signature

Kristen Deam

Print or Type Name

Dated: 06/26/18

APPROVED AS TO FORM AND LEGALITY:

County Counsel

[Signature]

APPROVED AS TO ACCOUNTING FORM:

[Signature]

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
PREFERRED SEPTIC AND DISPOSAL**

AND

CHEMICAL TOILET SERVICES

FOR THE PROVISION OF

SERVICES

TERM:

FROM: AUG 1, 2018

TO: JUNE 30, 2021

SCOPE OF WORK:

Supply and Service of Chemical Toilets to be located at Diaz Lake.

Four (4) toilets for the months of May - October

Two (2) toilets for the months of November - April

The service will be provided no less frequently than once per week for each toilet at each location.

NOTE: Drain and refill each unit with a minimum of ten (10) gallons of fresh water and one (1) ounce of blue chemical during each service.

In the event Contractor knows or reasonably believes that the refuse includes materials which are hazardous wastes or toxic materials in such amounts as may be transported or disposed of only pursuant to lawfully issued permits and/or licenses. Contractor shall promptly notify the Administrator of Parks and Recreation for Inyo County and shall not transport such materials.

Pursuant to Section 2021.1(a) of the Diesel Particulate Matter Regulations, your company must be in compliance with all applicable air pollution control laws.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
PREFERRED SEPTIC AND DISPOSAL**

AND _____
CHEMICAL TOILET SERVICES

FOR THE PROVISION OF _____ SERVICES

TERM:

AUGUST 1, 2018

JUNE 30, 2021

FROM: _____

TO: _____

SCHEDULE OF FEES:

County will pay contractor \$3600.00 annually for all the work in Attachment A, to be invoiced annually per fiscal year.

Any extra toilets needed throughout the contract period will be at the contract price.

ANNUAL SERVICE TOTAL FOR ALL THREE FISCAL YEARS \$3600.00.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF CHEMICAL TOILET SERVICES SERVICES

TERM:

FROM: AUGUST 1, 2018 **TO:** JUNE 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

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 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 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 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 Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

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 Contractor to purchase coverage with a lower deductible or retention or 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.

Verification of Coverage

Contractor 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 Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
11

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

FROM: County Administrator

FOR THE BOARD MEETING OF: July 10, 2018

SUBJECT: Agreement for executive recruitment services

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the agreement between the County of Inyo and The Prothman Company for the provision of executive recruitment services for the position of County Administrator, in an amount not to exceed \$18,000 and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

On June 19th, I informed your Board of my desire and intention to retire as Inyo County Administrator late this year. I intend to work through October and, possibly, into November, however, it is advisable for your Board to begin the process of recruiting for the County's next CAO. Even though your Board will consider starting the recruitment process today, it may be unlikely that your Board can interview and select your next County Administrator, and have that person onboard by the time I plan to leave. As I have previously communicated, I do not intend to stop work until I have completed a number of projects that should allow your Board to feel comfortable appointing an Acting CAO if the recruitment process extends beyond my planned departure date; and, if it would please your Board, I am willing to consider postponing my departure until the next CAO starts work.

Similar to your Board's past direction and approval to use an executive recruiting firm to fill the Information Services Director and Deputy County Administrator/Senior Deputy County Administrator/Assistant County Administrator positions, staff recommends your Board again approve use of The Prothman Company to recruit for the County Administrator position. Use of an executive recruiter will greatly enhance the County's ability to interview and consider the deepest pool of competitive candidates and, ultimately, find the "right" person for the position. In light of the current workload in the County Administrator's Office, and the large number of complicated and important projects underway, it is imperative that you maximize your ability to find the best candidate for the County.

The Prothman Company has provided the County with exceptional recruitment processes for the IS Director and Deputy County Administrator/Senior Deputy County Administrator/Assistant County Administrator jobs; clearly distinguishing itself in terms of "quality and thoroughness of process" from other firms the County has recently engaged for high-level recruitments. A copy of The Prothman Company's engagement contract is attached and mirrors the agreement used for the company's previous work on behalf of Inyo County.

In addition to its proven track record of providing the County with a professional and thorough and effective approach for executive recruitments, the Prothman Company is already familiar with the County of Inyo and its unique characteristics and needs. Furthermore, last year, the County has contacted other executive search firms to inquire about potentially assisting the County with other specialized, high-level recruitments and all but Prothman and CPS indicated they have too much work to assist the County in these other endeavors. This,

revelation, coupled with the matter of timing, makes its unadvisable to go through a RFP or RFQ process for engaging a recruitment firm.

At the end of the recruitment process, and prior to filling the position, your Board will need to first entering into a personal service contract with the successful candidate.

ALTERNATIVES:

Your Board could choose to not approve the contract and instead direct that the recruitment be done using the normal in-house process. However, this is not recommended because the use of The Prothman Company will allow the County to reach a broader and deeper pool of qualified candidates by tapping into the firm's extensive professional networks and relationships through the West.

OTHER AGENCY INVOLVEMENT:

County Counsel
Personnel

FINANCING:

Funds are budgeted within the Personnel Budget (Budget Unit 010800, Object Code 5265) to cover this contract.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>7/5/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>eyes</u> Date <u>7/5/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>✓</u> Date <u>7/5/18</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [Signature] Date: 07-05-18



July 5, 2018

Mr. Kevin D. Carunchio
County Administrator
Inyo County
P. O. Drawer N
224 North Edwards Street
Independence, CA 93526

Dear Mr. Carunchio:

We thank Inyo County for its confidence in Prothman to assist in the recruitment for its next County Administrative Officer. The following represents a scope of work for this search and associated professional fee and expenses.

RECRUITMENT PROCESS

Project Review

The first step will be to:

- ◆ Review the scope of work and project schedule
- ◆ Review compensation and decide if a salary survey is needed

Information Gathering and Research

We will travel to Inyo County and spend as much time as it takes to learn everything we can about your organization. Our goal is to thoroughly understand the values and culture of your organization, as well as the preferred qualifications you desire in your next County Administrative Officer. We will:

- ◆ Meet with the Board
- ◆ Meet with Retiring County Administrative Officer
- ◆ Meet with Department Directors and Staff, as directed
- ◆ Review all documents related to the position

Position Profile Development

We will develop a profile of your ideal candidate. Once the Position Profile is written and approved, it will serve as the foundation for our determination of a candidate's "fit" within the organization and community. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
- ◆ **Organization-specific information**
- ◆ **Community-specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

Outreach and Advertising Strategy

We recognize that often the best candidates are not actively looking for a new position--*this is the person we want to reach and recruit.* We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally in professional publications, journals and on related websites.

- ◆ **Targeted Direct Mail Recruitment Brochures** sent directly to over 900 highly qualified city/county managers who are not actively searching for a new position.
- ◆ **Focused Candidate Outreach** via emails from our database of over 7,500 ICMA registered managers.
- ◆ **Networking and Personal Calls** placed directly to city/county potential candidates. Our consultants are active members in local government organizations and work together to create an extensive regional network of potential candidates.
- ◆ **Posting the Position Profile on the Prothman Website**, which receives over five thousand visits per month from potential candidates.

Candidate Screening

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 3 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental questions (to determine a candidate's writing skills, analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 3) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 8 to 15 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.

Candidate Presentation

We will prepare and send to you a detailed summary report and binders which include each candidate's application materials and the results of the personal interviews and publication search.

We will travel to Inyo County and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 3 to 6 candidates to invite to the final interviews. We will discuss the planning and design of the final interview process during this meeting.

Final Interview Process

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ◆ **Elements of the design process include:**
 - **Deciding on the Structure of the Interviews**
We will tailor the interview process to fit your needs. It may involve using various interview panels or a public evening reception.

- **Deciding on Candidate Travel Expenses**
We will help you identify which expenses your organization wishes to cover.
- **Identifying Interview Panel Participants & Panel Facilitators**
We will work with you to identify the participants of different interview panels.
- ◆ **Evening Reception**
We recommend that you have a reception the evening before the interviews so that the Board, county staff and other stakeholders have a chance to meet the finalist candidates in an informal setting. We will facilitate the reception.
- ◆ **Background Checks**
Prior to the final interviews, we will conduct a background check on each of the finalist candidates. Background checks include the following:
 - **References**
We conduct 6-8 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates and peers for the last several years.
 - **Education Verification, Criminal History, Driving Record and Sex Offender Check**
We contract with Sterling for all background checks.
- ◆ **Candidate Travel Coordination**
After you have identified the expenses you wish to cover, we work with the candidates to organize the most cost-effective travel arrangements.
- ◆ **Final Interview Binders**
The Final Interview Binders include the candidates' application materials and are the tool that keeps the final interview process organized. Each panel member will be provided a binder.
- ◆ **Final Interviews with Candidates**
We will travel to Inyo County and facilitate the interviews. The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.
- ◆ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed. The decision makers will also have an opportunity to ask panelists questions.
- ◆ **Candidate Evaluation Session:** After the debrief we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.
- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

FEE, EXPENSES & GUARANTEE

Professional Fee

The fee for conducting a County Administrative Officer recruitment with a one-year guarantee is \$18,000. The professional fee covers all Prothman staff time required to conduct the recruitment. This includes all correspondence and three (3) on-site meetings with the client,

writing and placing the recruitment ads, development of the candidate profile, creating and processing invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, conducting background checks and professional references on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Professional fees are billed in three equal installments throughout the recruitment.

Expenses

Expenses vary depending on the design and geographical scope of the recruitment. We work diligently to keep expenses at a minimum and keep records of all expenditures. Inyo County will be responsible for reimbursing expenses Prothman incurs on your behalf. Expenses include:

- Newspaper, trade journal, websites and other advertising (approx. \$1,600 - 1,800)
- Direct mail announcements (approx. \$1,600 - 2,100)
- Interview Binders & printing of materials (approx. \$400 - 700)
- Delivery expenses for Interview Binders (approx. \$175 - 350)
- Consultant travel - airfare, airport parking, rental car, travel time at \$50 per hour, lodging, (approx. \$1,400 - 1,800 per trip)
- Background checks performed by Sterling (approx. \$175 per candidate)

Expenses are billed monthly.

Other Expenses

Candidate travel: We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

Warranty

Repeat the Recruitment: If you follow our process and a top candidate is not chosen, we will repeat the recruitment with no additional professional fee, the only cost to you would be for the expenses.

Guarantee

Our record of success in placing highly qualified candidates provides that Prothman will guarantee with a full recruitment that if the selected finalist is terminated for cause or resigns within one year from the employment date, we will conduct a replacement search with no additional professional fee, the only cost to you would be the expenses.

Cancellation

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

Accepted by:

INYO COUNTY

_____ Date

Name: _____

Title: _____

PROTHMAN

Sonja Prothman July 5, 2018

Sonja Prothman
Vice President

Date



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

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

For Clerk's Use Only:

AGENDA NUMBER

12

FROM: County Administrator - Public Works Department

FOR THE BOARD MEETING OF: **July 10, 2018**

SUBJECT: Contract for Architectural and Engineering Review with Architectural Nexus Inc.

DEPARTMENTAL RECOMMENDATIONS:

Request Board approve the Sole Source Contract between the County of Inyo and Architectural Nexus Inc., for the provision of Architectural and Engineering Review Services, in an amount not to exceed \$55,020, for the period of July 11, 2018 through December 31, 2020, and authorize the Chairperson to sign, contingent upon obtaining required signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The decision by your Board to move forward with the lease for the Consolidated Office Building and the need to proceed expeditiously to minimize any increase in costs require the County to quickly retain the service of an architectural firm to assist in this process. Staff has reached out to a number of firms requesting proposals for this work. Architectural Nexus was the only firm who readily grasped the scope of work expected and was available and flexible enough to meet our timelines. We are requesting use of a sole source pursuant to Section IV (I)(2)(e) "A critical proposed schedule for the service and/or project being requested that only this contractor can meet" of the Inyo County Purchasing Manual.

Architectural Nexus will be assisting us in four primary areas:

- Review of lease exhibits – This is a critical step to ensure that the construction materials and installation will be of a quality consistent with the use of the building.
- Review construction documents during their development to ensure that they meet the standards of the lease exhibits.
- Review all project documents to ensure that County operational needs will be met by the building.
- Review material submittals during construction to ensure that they meet the standards of the lease exhibits and construction documents.

Staff highly recommends that this work be done by a qualified professional to ensure that the County gets the very best value for this long term investment.

ALTERNATIVES:

The Board could choose not to approve the contract with Architectural Nexus, Inc. However, this is not recommended as Public Works does not have an architect on staff to perform this work.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor-Control
Building and Safety

FINANCING:

Funds are included in the CAO ACO budget 010201, object code 5265 – Professional Services.

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.)

Paul Salber

Approved: YES

Date 6/29/18

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

[Signature]

Approved: yes

Date 7/3/2018

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

[Signature]

Approved: ✓

Date 6/29/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 7/3/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: _____

AGREEMENT BETWEEN COUNTY OF INYO

AND Architectural Nexus Inc

FOR THE PROVISION OF Architectural and Engineering Review **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Architectural and Engineering services of Architectural Nexus Inc (hereinafter referred to as "Design Professional/Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 10, 2018 to December 31, 2020 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 N/A through N/A
- B. From N/A through N/A

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

B. Travel and per diem. County shall reimburse Design Professional/Consultant for the travel expenses and per diem which Design Professional/Consultant incurs in providing services and work requested by County under this Agreement.

Design Professional/Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Design Professional/Consultant for approval to incur travel and per diem expenses shall be submitted to the Director of Public Works. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Design Professional/Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Design Professional/Consultant without the prior approval of the County.

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

D. 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 \$ 55,020.00 (initial term), \$ N/A (option 1), and \$ N/A (option 2) for a total of \$ 55,020.00 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. Design Professional/Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Design Professional/Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Design Professional/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 Design Professional/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 Design Professional/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 Design Professional/Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Design Professional/Consultant's when it is anticipated that total annual payments to Design Professional/Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Design Professional/Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Design Professional/Consultant. County has no responsibility or liability for payment of Design Professional/Consultant's taxes or assessments.

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

4. WORK SCHEDULE.

Design Professional/Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Design Professional/Consultant that the performance of these services and work will require a varied schedule. Design Professional/Consultant will arrange his/her own schedule, but will coordinate with County to 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 Design Professional/Consultant to provide the services and work described in Attachment A must be procured by Design Professional/Consultant and be valid at the time Design Professional/Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Design Professional/Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Design Professional/Consultant at no expense to the County. Design Professional/Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Design Professional/Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Design Professional/Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Design Professional/Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Design Professional/Consultant's possession. Design

Professional/Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Design Professional/Consultant's negligence.

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF DESIGN PROFESSIONAL/CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Design Professional/Consultant agrees to indemnify, including the cost to defend, entity 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 Design Professional/Consultant and its employees or agents in the performance of 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; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

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

B. 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 Design Professional/Consultant, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Design Professional/Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:

<u>Public Works</u>	Department
<u>PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

Design Professional/Consultant:

<u>Architectural Nexus Inc.</u>	Name
<u>930 R Street</u>	Address
<u>Sacramento, CA 95811</u>	City and State

24. ENTIRE AGREEMENT.

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

---o0o---

AGREEMENT BETWEEN COUNTY OF INYO

AND Architectural Nexus Inc

FOR THE PROVISION OF Architectural and Engineering Review **SERVICES**

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

COUNTY OF INYO

DESIGN PROFESSIONAL/CONSULTANT

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

Architectural Nexus Inc

AND

FOR THE PROVISION OF Architectural and Engineering Review **SERVICES**

TERM:

FROM: July 10, 2018

TO: December 31, 2020

SCOPE OF WORK:

Architectural Nexus Inc. of Sacramento, CA will be providing Architectural and Engineering Services for the Consolidated Office Space Project. Services include drafting Criteria Documents for submittal to the design firm, and Project Representative services during design and construction. Services are described in greater detail in the attached *Proposal for Architectural and Engineering Services r1*, dated June 27, 2018.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract.

Prior to incurring any expenses above the estimated projected cost of \$55,020 (fifty five thousand and twenty dollars), a request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Directors. Any increase to the Not-to-Exceed amount will be effective only by written Amendment to the contract.



June 27, 2018

Mr. Clint Quilter
Director of Public Works
Inyo County
168 N. Edwards
Independence, CA 93526

Re: Proposal for Architectural and Engineering Services r1
New County Office Building, Inyo County

Dear Mr. Quilter:

We are pleased to provide Inyo County with a proposal for Criteria Documents/Project Representative services for the new County Office Building at the corner of Main and Wye in Bishop, CA. Our understanding of the project as currently envisioned:

- Lease/Lease Back delivery method
- 2 story tilt-up, approx. 42,000 GSF total, to house multiple County Departments
- Will replace existing leased space in various locations
- Project budget of \$13 – 14M; Construction Budget of \$9.5M

We understand the County would like a representative to ensure the project is designed and constructed to meet their expectations for a long-lasting facility, to ensure quality and durability of materials and equipment. Arch Nexus will be responsible for completing a number of tasks. We will review available documents, then assemble and document any additional information from the County Facilities Department as appropriate/available. Then we will confirm the project Vision and Goals, and define, refine, and work together with the County and the L/LB agent to validate expectations for the project. The end result is a document that fully describes the project performance and operational requirements. Integral to our design process is the inclusion of other stakeholders.

The measure of a good criteria package is that it:

- ✓ Provides logical and easy-to-understand expectations through the project design and procurement, and ultimately the occupancy of the facility
- ✓ Clearly defines elements of the building function and performance are not up for debate (must-haves)
- ✓ Will allow options in areas that can be flexible in terms of how the end result is achieved (structural system for example)
- ✓ Gives the developer-led team some level of freedom and creativity to deliver the project in the most cost-efficient manner while not allowing quality to be reduced

Richard Price will be the Principal-in-Charge and is a hands-on team leader. He has been directly responsible for the development of several civic project criteria document packages, and brings that depth of knowledge to Inyo County. Richard will work directly with you to confirm the exact level of information to be included in the documents in order to clearly define the County's expectations. Key elements include:

- Size
- Quality
- Performance criteria

- Operational requirements
- Technical requirements (such as mechanical systems, lighting controls, Audio/Visual needs)

Documents to be produced include:

- A. Project Description, including technical information.
- B. Project Best Practices Narratives, including Performance, Systems and Operational Narratives, for review with the L/LB agent.
- C. Room Data Sheet templates that establish specific requirements for each type of room and space in the project, including: architectural, MEP, fire rating, acoustic performance, fixed casework, data, security, and audio/visual systems.
- D. Outline specifications to establish minimum quality levels for materials, products and systems.

In addition to producing the documents noted above, our scope of work includes:

1. Building Operations review meetings (assume 1 on-site, 1 on-line) led by Ware Malcom architects.
2. One review at each SD, and DD and CD phase of the developers' design documents.
3. On site meetings as requested by the County, during criteria document phase, design phase, and/or construction phase.
4. Review of key submittals and substitutions during construction phase.

Per our phone conference, we are limiting our services to Architectural, Mechanical/Plumbing, and Electrical scopes. If requested, Arch Nexus can add Civil, Landscape/Irrigation, Structural, IT/Data, Sustainability, and Cost Estimating services. We can also provide assistance in the Furniture Fixtures and Equipment (FFE) design and procurement if needed.

Again, we look forward to working with the County on this critical improvement project.
Sincerely,

Regards,



Richard Price, AIA, LEED-AP
Principal

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Architectural Nexus Inc

FOR THE PROVISION OF Architectural and Engineering Review **SERVICES**

TERM:

FROM: July 10, 2018

TO: June 1, 2023

SCHEDULE OF FEES:

The Consultant shall be compensated at rates shown in the Architectural Nexus Inc., of Sacramento, California rate sheet, as shown in the Schedule of Fees for the services described in Attachment A to the contract, Scope of Work.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs shown in this attachment are estimates of probable costs incurred by the Consultant. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments to the contract.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Architectural Nexus Inc

FOR THE PROVISION OF Architectural and Engineering Review **SERVICES**

TERM:

FROM: July 10, 2018

TO: December 31, 2020

SCHEDULE OF FEES:

The Consultant shall be compensated at rates shown in the Architectural Nexus Inc., of Sacramento, California rate sheet, as shown in the Schedule of Fees for the services described in Attachment A to the contract, Scope of Work.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs shown in this attachment are estimates of probable costs incurred by the Consultant. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments to the contract.



ARCHITECTURAL NEXUS, Inc
archnexus.com

SALT LAKE CITY
2505 East Parleys Way
Salt Lake City, Utah 84109
T 801.924.5000

SACRAMENTO
930 R Street
Sacramento, California 95811
T 916.443.5911

Architectural Nexus, Inc.-California Hourly Billing Rates Effective 8/1/2017

<u>Position</u>	<u>Rate</u>
Sr. Principal Architect	\$240.00
Sr. Principal Medical Planner	\$240.00
Principal Medical Planner	\$210.00
Principal Architect	\$210.00
Principal Interior Designer	\$170.00
Sr. Project Manager	\$150.00
Project Architect	\$145.00
Medical Planner	\$150.00
Sr. Interior Designer	\$130.00
Sr. Graphic Designer	\$120.00
Project Manager	\$115.00
Landscape Architect	\$115.00
Job Captain	\$110.00
Site Designer	\$95.00
Interior Designer	\$95.00
Graphic Designer	\$95.00
Design Professional	\$95.00
Intern Architect	\$90.00
Admin Asst.	\$70.00

INYO COUNTY NEW OFFICE BUILDING

CRITERIA DOCUMENTS Professional A/E Services Fee Proposal Worksheet r1

CRITERIA DOCUMENTS		HOURS	FEE
	Anticipated scope: Create Room data sheet templates, performance narratives, on-line meetings, team coordination/project management, assemble deliverables for Shell/Core, and TI elements.		
Architectural	Meetings: Owner - 3 = 12hrs X 2ppl = 24	48	\$8,400
Site Planning / Landscape/Irrigation	Meetings: Owner - 0	0	\$0
Mechanical / Plumbing	Meetings: Owner - 1		\$4,000
Electrical	Meetings: Owner - 1		\$2,000
subtotal			\$14,400

SD REVIEW		HOURS	FEE
	Anticipated scope: Review L/LB SD documents for compliance with intent of criteria documents for Shell/Core and TI		
Architectural	Meetings: Owner - 2 = 4hrs X 2ppl=16	24	\$5,040
Site Planning / Landscape/Irrigation	Meetings: Owner - 0	0	\$0
Mechanical / Plumbing	Meetings: Owner - 0		\$1,000
Electrical	Meetings: Owner - 0		\$400
subtotal			\$6,440

DD REVIEW		HOURS	FEE
	Anticipated scope: Review L/LB DD plans and specifications for compliance with intent of criteria documents for Shell/Core and TI		
Architectural	Meetings: Owner - 2 = 4hrs X 2ppl = 16	32	\$6,720
Site Planning / Landscape/Irrigation	Meetings: Owner - 0	0	\$0
Mechanical / Plumbing	Meetings: Owner - 0		\$1,200
Electrical	Meetings: Owner - 0		\$600
subtotal			\$8,520

CD REVIEW		HOURS	FEE
	Anticipated scope: Final review L/LB CD documents to confirm the previous comments have been resolved/captured in the permit submittal plans and specifications.		
Architectural	Meetings: Owner - 1 = 4hrs X 2ppl = 8	8	\$1,680
Site Planning / Landscape/Irrigation	Meetings: Owner - 0	0	\$0
Mechanical / Plumbing	Meetings: Owner - 0		\$1,200
Electrical	Meetings: Owner - 0		\$400
subtotal			\$3,280

CONSTRUCTION		HOURS	FEE
	Anticipated scope: Review key submittals and substitutions for compliance with permit documents. 2 site visits to review construction quality.		
Architectural	Meetings: Owner - 2 = 8hrs X 2 ppl=16	72	\$12,600
Site Planning / Landscape/Irrigation	Meetings: Owner - 0	0	\$0
			\$1,800
Mechanical / Plumbing	Meetings: Owner - 0		\$1,200
Electrical	Meetings: Owner - 0		
subtotal			\$15,600

Consultant markup			\$1,380
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TOTAL			\$49,620
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For Reference		% of construction budget	0.52%
Construction budget:			
\$	9,500,000.00		
budget x 6% = for full Arch services fee :			
\$	570,000.00		
full fee x 20% for full criteria docs:			
\$	114,000.00		

On-Site Meeting travel reimbursable		Per trip	\$1,800
(in addition to on-line/conference calls noted above)	ume 1 trip in Criteria Document phaase, 2 trips in Construction)	3	\$5,400

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Architectural Nexus Inc

FOR THE PROVISION OF Architectural and Engineering Review **SERVICES**

TERM:

FROM: July 10, 2018

TO: December 31, 2020

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Travel costs will be paid as a lump sum fee of \$1,800 per trip, assuming a total of three trips during the project. This lump sum fee includes a reduced hourly rate during travel, the cost of accommodations and a meal allowance.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Architectural Nexus Inc

FOR THE PROVISION OF Architectural and Engineering Review **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** December 31, 2020

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

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 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 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 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 Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

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 Contractor to purchase coverage with a lower deductible or retention or 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.

Verification of Coverage

Contractor 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 Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: Kammi Foote, Clerk-Recorder and Registrar of Voters

FOR THE BOARD MEETING OF: July 10, 2018

SUBJECT: Authorization to purchase of new Voting System

DEPARTMENTAL RECOMMENDATION:

Request that the Board of Supervisors authorize the Clerk-Recorder to increase the total amount of the contract with Dominion Voting Systems, Inc for the provisions of a New Voting System by \$9,380.97 for a total amount not to exceed \$221,176.97 for the period of the Agreement effective date through December 31, 2025

SUMMARY DISCUSSION:

On December 19, 2017 the Inyo County Board of Supervisors declared Dominion Voting Systems, Inc as the sole source provider for a New Voting System and Managed Services related to the New Voting System and authorized entering into a contract in an amount not to exceed \$211,796, plus shipping. However, when calculated the total purchase price, the original purchase price did not include the cost of state taxes, which amounted to a total of 8,013.20. Because of this oversight, I am asking that your Board authorized a final payment of \$9,380.97 to Dominion Voting Systems, which includes \$8,013.20 previously paid in taxes and \$1,367.77 for shipping.

ALTERNATIVES:

The Board can deny authorization of this payment, which would be a violation of the current contract.

FINANCING:

There is sufficient fund balance in 011000-5316 (Elections expenses) FY 17/18.

APPROVALS

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)*

Approved: _____ Date: _____

AUDITOR/CONTROLLER:

ACCOUNTING/FINANCE AND RELATED ITEMS *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)*

Approved: yes Date: 7/3/2018

PERSONNEL DIRECTOR:

PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)*

Approved: _____ Date: _____

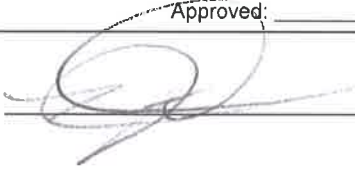
BUDGET OFFICER:

BUDGET AND RELATED ITEMS *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)*

Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7/5/2018

Kammi Foote

From: Mary Cay Albert <marycay.albert@dominionvoting.com>
Sent: Tuesday, July 3, 2018 10:13 AM
To: Kammi Foote; Sheree R. Noell
Cc: Steven Bennett
Subject: RE: Inyo Freight
Attachments: USCAINYOCO DVS123567.pdf; USCAINYOCO DVS125052.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Kammi. Sorry for the delay of this information. Yes, invoice DVS125052 for \$1,367.77 is the last invoice for the new system.

The table below shows the balance due on invoice DVS123567 is \$8,013.20.

We show a total of \$9,380.97 due for the new system.

I attached a copy of both invoices for your reference.

Let me know if you have any questions.
Thanks
MC

Document Number	Date	Amount
DVS123567	3/13/2018	\$ 80,718.00
PYMNT013437	3/26/2018	\$ (72,704.80)
Bal due on DVS123567		\$ 8,013.20
DVS125052	6/26/2018	\$ 1,367.77
Total o/s		\$ 9,380.97

MARY CAY ALBERT | CUSTOMER RELATIONS MANAGER

DOMINION VOTING
1555 DOOLITTLE DRIVE, SUITE 110, SAN LEANDRO, CA 94577
DOMINIONVOTING.COM

559-410-0147 MOBILE

From: Kammi Foote [<mailto:kfoote@inyocounty.us>]
Sent: Wednesday, June 27, 2018 11:22 AM
To: Sheree R. Noell
Cc: Steven Bennett; Mary Cay Albert
Subject: RE: Inyo Freight

Thank you! Is this the final billing associated with the new system? And can you please verify that the total is \$2,755.22?

Best,

Kammi Foote
Inyo County Clerk/Recorder & Registrar of Voters
PO Drawer F
Independence, CA 93526
760-878-0224 (ph)
kfoote@inyocounty.us

From: Sheree R. Noell [<mailto:sheree.noell@dominionvoting.com>]
Sent: Tuesday, June 26, 2018 5:06 PM
To: Kammi Foote
Cc: Steven Bennett; Mary Cay Albert
Subject: Inyo Freight

Kammi - Attached is the freight bill. It is less than estimated.

Please let us know if you have any questions.

Sheree

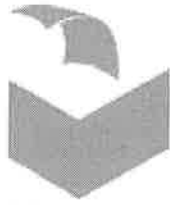
SHEREE R. NOELL | DIRECTOR OF SALES

DOMINION VOTING

1555 DOOLITTLE DRIVE, SUITE 110, SAN LEANDRO, CA 94577
1.866.654.8683 | DOMINIONVOTING.COM

559.592.6601 OFFICE
510.610.6634 MOBILE

DOMINION VOTING



1201 18th Street, Suite 210
 Denver CO 80202 United States
 FED ID#27-0565149

Invoice Date	3/13/2018
Invoice #	DVS123567
Page	1

Bill To:

Inyo County, CA
 County Clerk - Kammi Foote
 PO Box F / 168 North Edwards Street
 Independence CA 93526-0606

Ship To:

Inyo County, CA
 County Clerk - Kammi Foote
 PO Box F / 168 North Edwards Street
 Independence CA 93526-0606

Purchase Order No.		Customer ID		Salesperson ID		Shipping Method		Payment Terms		Req Ship Date		Master No.	
CONTRACT DEC 2017		USCAINYOCO		MALBERT		BEST WAY		Net 30		3/13/2018		26,904	
Ordered	Shipped	B/O	Item Description		Discount	Unit Price		Ext. Price					
			Item Number										
1	1	0	Project Management and Implementation Support		\$ 0.00	\$ 21,318.00		\$ 21,318.00					
12	12	0	Election Set Up (12 Elections Total)		\$ 0.00	\$ 4,200.00		\$ 50,400.00					
2	2	0	Election Day Support (2 Elections Total)		\$ 0.00	\$ 4,500.00		\$ 9,000.00					
REMIT TO:				COURIER ADDRESS:				Subtotal		\$ 80,718.00			
Dominion Voting Systems, Inc.				Dominion Voting Systems, Inc.				Tax		\$ 0.00			
P.O. Box 538214				Lockbox #538214				Freight		\$ 0.00			
Atlanta, GA 30353-8214				1669 Phoenix Parkway, Suite 210				Trade Discount		\$ 0.00			
				College Park, GA 30349				Total		\$ 80,718.00			

Comments:

DOMINION VOTING



1201 18th Street, Suite 210
 Denver CO 80202 United States
 FED ID#27-0565149

Invoice Date	6/26/2018
Invoice #	DVS125052
Page	1

Bill To:

Inyo County, CA
 County Clerk - Kammi Foote
 PO Box F / 168 North Edwards Street
 Independence CA 93526-0606

Ship To:

Inyo County, CA
 County Clerk - Kammi Foote
 PO Box F / 168 North Edwards Street
 Independence CA 93526-0606

Purchase Order No.		Customer ID		Salesperson ID		Shipping Method		Payment Terms		Req Ship Date		Master No.	
CONTRACT DEC 2017		USCAINYOCO		MALBERT		BEST WAY		Net 30		6/26/2018		28,429	
Ordered	Shipped	B/O	Item Description		Discount	Unit Price		Ext. Price					
			Item Number										
1	1	0	Freight Cost for items shipped on Contract dated Dec 2017		\$ 0.00	\$ 1,367.77		\$ 1,367.77					
REMIT TO: Dominion Voting Systems, Inc. P.O. Box 538214 Atlanta, GA 30353-8214						COURIER ADDRESS: Dominion Voting Systems, Inc. Lockbox #538214 1669 Phoenix Parkway, Suite 210 College Park, GA 30349							
						Subtotal		\$ 1,367.77					
						Tax		\$ 0.00					
						Freight		\$ 0.00					
						Trade Discount		\$ 0.00					
						Total		\$ 1,367.77					

Comments:



REMIT PAYMENT TO:
 Aeronet
 PO Box 17239
 Irvine, CA 92623
 (949) 474-3000 - Phone
 (949) 474-1477 - Fax

INVOICE 111065857

Dominion Voting Systems
 1201 18th Street Ste.210
 Attn: Accounts Payable
 Denver, CO 80202
 Attn: Accounts Payable

PICKUP DATE	INVOICE DATE
05/09/2018	05/22/2018
SHIPPER	
Dominion Voting 2010 Redbud Blvd. Ste. 110 / Hrs 0800-1530 McKinney, TX 75069	
CONSIGNEE	
INYO 168 NORTH EDWARDS STREET 2ND FLOOR INDEPENDENCE, CA 93526	
TERMS	CBM
30 Days	
ORDER TYPE	AGENT HAWB
Domestic	
PIECES	RATE UNIT
1	LBS
ACT WT	RATE
411	
DIM WT	FLT / VESSEL
743	
CHG WT	
743	

ACCT. #	429087 3rd Party Account
FROM	Dallas Intl
TO	Los Angeles
POD INFO	05/14/2018 Time: 09:15 Signed: BRANDON B
INCOTERMS	
PIECES	1
ACT WT	411
DIM WT	743
CHG WT	743
B/L OR AWB#	
CARRIER	

REFERENCE NUMBERS	DESCRIPTION OF CHARGES	AMOUNT
P.O. # E011605	5 Day - Economy Ground	\$894.67
DIMS		
1 - 64 X 40 X 58		
TOTAL:		\$894.67

PAYMENTS	COMMODITY	REMARK
Total Payments \$0.00	VOTING EQUIPMENT/10 CTNS	

For terms and conditions, see Aeronet.com/Corporate/About-Us/Documents/

DUE DATE: 06/21/2018 (USD) \$894.67



ORIGINAL INVOICE

FXFE PRIORITY

Send payment to: DEPT CH PO BOX 10306 PALATINE IL 60055-0306
 Direct Billing Inquiries to 2200 Forward Dr Harrison AR 72602-0840
 EMAIL customersolutions@fedex.com WEBSITE www.fedex.com
 PHONE 870.741.9000 FAX 870.365.4354 TOLL-FREE 866.393.4585

Shipper
 DOMINION VOTING SYSTEMS INC
 Ste 110
 2010 REDBUD BLVD STE 110
 MCKINNEY TX 75069

Freight Bill Number 3889546474
Ship Date / Invoice Date 01/09/2018 / 01/13/2018
Bill of Lading Number
P.O. Number
Shipper Reference Number E011606
I/L PRO Number
Terms PREPAID
Origin / Destination NDA / BHP
Total Amount Due 429.10
Payment Due Date 01/28/2018

Consignee
 INYO CO CA
 168 N EDWARDS ST
 INDEPENDENCE CA 93526

Bill To / Payment Due From
 DOMINION VOTING SYSTEMS INC
 Ste 210
 1201 18TH ST
 DENVER CO 80202-1421

Account# 182861014

PIECES	PALLETS	HM	DESCRIPTION	WT(LBS)	NMFC	CLASS	RATE	TOTAL CHARGES
20			E011606 SH	500		092	289.540	1,447.70
19			COMPUTERS/MONITORS/EQUIPMENT	400		092	289.540	1,158.16
			FEDEX.COM - U.S. *FXF 100001/01/18 LS 46110 7608780224 KAMMI FOOTE 2145487918 0106 CUBIC FEET					
			0000100 DEFICIT WT -LOWER CHARGES DIMS:0000HU@ 053.0"X042.0"X045.0" DIMS:0000HU@ 049.0"X041.0"X042.0" 008165 FUEL SURCHG LTL SHPT23.50% 880 LESS DISCOUNT	100			289.540	289.54
			273858-9000-FXF-3120 RATED AS..... 0 WEB INCENTIVE DISCOUNT	1,000			.880	81.65 2,547.95-
			----- Invoicing Summary ----- Original Invoice Amount Less Amount Paid Less Freight Bill Adjustments Totals / Amount Due by (01/28/2018)	900				429.10 429.10

Rate Tariff : 273858-9000-FXF



Remittance Advice
 PLEASE RETURN THIS PORTION WITH YOUR PAYMENT
 Payment Due From Account# 182861014

Send to: DEPT CH PO BOX 10306
 PALATINE IL 60055-0306

Address change? Please check the appropriate box and fill out the information on the reverse side of this form.

FXF

#BWNFZGZ
 DOMINION VOTING SYSTEMS INC
 Ste 210
 1201 18TH ST
 DENVER CO 80202-1421



FREIGHT BILL NUMBER 3889546474
SHIP DATE/ INVOICE DATE 01/09/2018 / 01/13/2018
TERMS PREPAID
PAYMENT DUE DATE 01/28/2018
PLEASE PAY THIS AMOUNT 429.10

Thank You!

3889546474 000000042910 01132018 0



Invoice Number 6-171-16424	Invoice Date May 04, 2018	Account Number 1828-6101-4	Page 15 of 27
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Ship Date: Apr 24, 2018	Cust. Ref.: E011534	P.O.#:
Payor: Shipper	Dept. #:	

We calculated your charges based on a dimensional weight of 6.0 lbs, 12" x 10" x 8", using a dimensional factor of 166.

	Sender	Recipient		
Tracking ID	772066533501	Bonnie Moreno	SANDRA MERLINO, COUNTY CLERK	Transportation Charge 12.48
Service Type	Ppd, Domestic	DOMINION VOTING SYSTEMS	NYE COUNTY, NV	Performance Pricing -4.59
Zone	06	2010 Redbud Blvd Ste 110	101 RADAR RD	Fuel Surcharge 0.55
Packages	1	McKinney TX 75069	TONOPAH NV 89049	DAS Extended Comm 1.28
Actual Weight	5.2 lbs			Total Charge USD \$9.72
Rated Weight	6 lbs			
Delivered	Apr 27, 2018			

Ship Date: Apr 24, 2018	Cust. Ref.: E012908	P.O.#:
Payor: Shipper	Dept. #:	

We calculated your charges based on a dimensional weight of 17.0 lbs, 25" x 16" x 7", using a dimensional factor of 166.

	Sender	Recipient		
Tracking ID	780666114109	Carrie Decker	ALISSIA NORTHRUP	Transportation Charge 22.43
Service Type	Ppd, Domestic	Dominion Voting Systems	DEL NORTE CA	Performance Pricing -8.25
Zone	07	2010 Redbud Blvd Ste 110	981 H ST	Fuel Surcharge 0.93
Packages	1	McKinney TX 75069	FRNT 160	DAS Comm 1.28
Actual Weight	16.7 lbs		CRESCENT CITY CA 95531-345735	Total Charge USD \$16.39
Rated Weight	17 lbs			
Delivered	Apr 27, 2018			

Ship Date: Apr 24, 2018	Cust. Ref.: E012881	P.O.#:
Payor: Shipper	Dept. #:	

	Sender	Recipient		
Tracking ID	780672462090	Steve Walker	KAMMI FOOTE	Transportation Charge 42.26
Service Type	Ppd, Domestic	Dominion Voting Systems	INYO CO CA	Performance Pricing -15.55
Zone	06	2010 Redbud Blvd Ste 110	168 N EDWARDS ST	Fuel Surcharge 1.68
Packages	1	McKinney TX 75069	INDEPENDENCE CA 93526	DAS Extended Comm 1.28
Actual Weight	52.7 lbs			Total Charge USD \$29.67
Rated Weight	53 lbs			
Delivered	Apr 27, 2018			

Ship Date: Apr 24, 2018	Cust. Ref.: E012876	P.O.#:
Payor: Shipper	Dept. #:	

	Sender	Recipient		
Tracking ID	780671470713	Steve Walker	SHANNON KENDALL	Transportation Charge 42.27
Service Type	Ppd, Domestic	Dominion Voting Systems	MONO COUNTY ELECTIONS	Performance Pricing -15.56
Zone	06	2010 Redbud Blvd Ste 110	74 SCHOOL ST	Fuel Surcharge 1.68
Packages	1	McKinney TX 75069	ANNEX 1	DAS Extended Comm 1.28
Actual Weight	53.2 lbs		BRIDGEPORT CA 93517	Total Charge USD \$29.67
Rated Weight	54 lbs			
Delivered	Apr 27, 2018			

Ship Date: Apr 24, 2018	Cust. Ref.: RMA-4344 - NEEDS REPAIR	P.O.#: WARR
Payor: Shipper	Dept. #:	

We calculated your charges based on a dimensional weight of 22.0 lbs, 23" x 19" x 8", using a dimensional factor of 166.

	Sender	Recipient		
Tracking ID	772064280388	Ruby Futz	JENNIFER BOWERMAN	Transportation Charge 18.02
Service Type	Ppd, Domestic	Harrison County, OH	DOMINION VOTING SYSTEMS	Performance Pricing -6.63
Zone	05	538 N. Main St	2010 REDBUD BLVD	Fuel Surcharge 0.68
Packages	1	CADIZ OH 43907	STE 110	Total Charge USD \$12.07
Actual Weight	18.6 lbs		MCKINNEY TX 75069-825835	
Rated Weight	22 lbs			
Delivered	Apr 26, 2018			

Ship Date: Apr 24, 2018	Cust. Ref.: E012879	P.O.#:
Payor: Shipper	Dept. #:	

We calculated your charges based on a dimensional weight of 28.0 lbs, 24" x 16" x 12", using a dimensional factor of 166.

	Sender	Recipient		
Tracking ID	780672624360	Steve Walker	JUSTIN WHITE	Transportation Charge 27.34
Service Type	Ppd, Domestic	Dominion Voting Systems	MADERA CO CA	Performance Pricing -10.06
Zone	06	2010 Redbud Blvd Ste 110	200 W 4TH ST	Fuel Surcharge 1.04
Packages	1	McKinney TX 75069	MADERA CA 93637-3548	Total Charge USD \$18.32
Actual Weight	23.7 lbs			
Rated Weight	28 lbs			
Delivered	Apr 27, 2018			



Invoice Number 6-171-16424	Invoice Date May 04, 2018	Account Number 1828-6101-4	Page 23 of 27
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Ship Date: Apr 24, 2018 **Cust. Ref.:** E012894 **P.O.#:**
Payor: Shipper **Dept.#:**

We calculated your charges based on a dimensional weight of 19.0 lbs, 19" x 16" x 10", using a dimensional factor of 166.

Tracking ID	780666016278	Sender	Recipient	Transportation Charge	19.36
Service Type	Ppd, Domestic	Carrie Decker	KAREN RHEA	Performance Pricing	-7.12
Zone	06	Dominion Voting Systems	KERN COUNTY ELECTIONS	Fuel Surcharge	0.73
Packages	1	2010 Redbud Blvd Ste 110	1115 TRUXTUN AVE	Total Charge	USD \$12.97
Actual Weight	14.6 lbs	McKinney TX 75069	FL 1		
Rated Weight	19 lbs		BAKERSFIELD CA 93301-462999		
Delivered	Apr 27, 2018				

Ship Date: Apr 24, 2018 **Cust. Ref.:** E012895 **P.O.#:**
Payor: Shipper **Dept.#:**

We calculated your charges based on a dimensional weight of 18.0 lbs, 19" x 15" x 10", using a dimensional factor of 166.

Tracking ID	780666845335	Sender	Recipient	Transportation Charge	22.89
Service Type	Ppd, Domestic	Carrie Decker	COLLEEN SETZER	Performance Pricing	-8.42
Zone	07	Dominion Voting Systems	SISKIYOU COUNTY, CA	Fuel Surcharge	0.95
Packages	1	2010 Redbud Blvd Ste 110	510 N MAIN ST	DAS Comm	1.28
Actual Weight	14.8 lbs	McKinney TX 75069	YREKA CA 96097-252510	Total Charge	USD \$16.70
Rated Weight	18 lbs				
Delivered	Apr 27, 2018				

Ship Date: Apr 24, 2018 **Cust. Ref.:** E011671 **P.O.#:**
Payor: Shipper **Dept.#:**

We calculated your charges based on a dimensional weight of 6.0 lbs, 12" x 10" x 8", using a dimensional factor of 166.

Tracking ID	772069222387	Sender	Recipient	Transportation Charge	12.48
Service Type	Ppd, Domestic	Bonnie Moreno	COUNTY CLERK	Performance Pricing	-4.59
Zone	06	DOMINION VOTING SYSTEMS	STOREY COUNTY, NV	Fuel Surcharge	0.55
Packages	1	2010 Redbud Blvd Ste 110	26 S B ST	DAS Extended Comm	1.28
Actual Weight	5.1 lbs	McKinney TX 75069	VIRGINIA CITY NV 89440	Total Charge	USD \$9.72
Rated Weight	6 lbs				
Delivered	Apr 27, 2018				

Ship Date: Apr 24, 2018 **Cust. Ref.:** E012903 **P.O.#:**
Payor: Shipper **Dept.#:**

We calculated your charges based on a dimensional weight of 19.0 lbs, 19" x 16" x 10", using a dimensional factor of 166.

Tracking ID	780666397784	Sender	Recipient	Transportation Charge	19.36
Service Type	Ppd, Domestic	Carrie Decker	KAMMI FOOTE	Performance Pricing	-7.12
Zone	06	Dominion Voting Systems	INYO CO CA	Fuel Surcharge	0.81
Packages	1	2010 Redbud Blvd Ste 110	168 N EDWARDS ST	DAS Extended Comm	1.28
Actual Weight	14.7 lbs	McKinney TX 75069	INDEPENDENCE CA 93526	Total Charge	USD \$14.33
Rated Weight	19 lbs				
Delivered	Apr 27, 2018				

Ship Date: Apr 24, 2018 **Cust. Ref.:** E012874 **P.O.#:**
Payor: Shipper **Dept.#:**

We calculated your charges based on a dimensional weight of 17.0 lbs, 25" x 16" x 7", using a dimensional factor of 166.

Tracking ID	780671195877	Sender	Recipient	Transportation Charge	18.10
Service Type	Ppd, Domestic	Steve Walker	DEBRA PORTER	Performance Pricing	-6.66
Zone	06	Dominion Voting Systems	IMPERIAL COUNTY, CA	Fuel Surcharge	0.69
Packages	1	2010 Redbud Blvd Ste 110	940 W MAIN ST	Total Charge	USD \$12.13
Actual Weight	16.0 lbs	McKinney TX 75069	STE 206		
Rated Weight	17 lbs		EL CENTRO CA 92243-286556		
Delivered	Apr 26, 2018				

Ship Date: Apr 24, 2018 **Cust. Ref.:** E012881 **P.O.#:**
Payor: Shipper **Dept.#:**

We calculated your charges based on a dimensional weight of 28.0 lbs, 24" x 16" x 12", using a dimensional factor of 166.

Tracking ID	780672462240	Sender	Recipient	Transportation Charge	27.34
Service Type	Ppd, Domestic	Steve Walker	KAMMI FOOTE	Performance Pricing	-10.06
Zone	06	Dominion Voting Systems	INYO CO CA	Fuel Surcharge	1.12
Packages	1	2010 Redbud Blvd Ste 110	168 N EDWARDS ST	DAS Extended Comm	1.28
Actual Weight	23.6 lbs	McKinney TX 75069	INDEPENDENCE CA 93526	Total Charge	USD \$19.68
Rated Weight	28 lbs				
Delivered	Apr 27, 2018				



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 14

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

FROM: Chief Probation Officer

FOR THE BOARD MEETING OF: July 10, 2018

SUBJECT: Proclamation declaring week of July 15th through 21st, 2018 as Probation Services Week

DEPARTMENTAL RECOMMENDATION: Request Board to approve a proclamation declaring July 15th through 21st, 2018 as Probation Services Week in Inyo County.

SUMMARY DISCUSSION: The week of July 15th through 21st, 2018 is being proclaimed Probation Services Week throughout California. The attached proclamation is submitted for your Board's consideration to join other jurisdictions in recognizing the many men and women who are probation professionals who are responsible for helping offenders successfully reenter our society as productive individuals. Also attached are recognition letters issued to probation staff for their outstanding job performance in supporting the mission of the Probation Department.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor-Controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: July 3, 2018
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

**PROCLAMATION OF THE BOARD OF SUPERVISORS
COUNTY OF INYO, STATE OF CALIFORNIA PROCLAIMING
THE WEEK OF JULY 15TH THROUGH 21ST, 2018 PROBATION SERVICES WEEK IN INYO COUNTY**

RESTORE TRUST, CREATE HOPE

WHEREAS, Probation professionals are an essential part of the justice system as they uphold the law with dignity while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, The Probation Department recognizes that its employees are the most valuable resource in promoting positive change for our clients and encourages innovation, motivation, and education within; and

WHEREAS, these professionals utilize all available community resources to help offenders change their thinking and behaviors so that they can lead productive lives; advocate for graduated sanctions; reintegrate offenders to our communities; help facilitate reunification with families; and to provide case management services to help them Restore Trust and Create Hope; and

WHEREAS, Inyo County Probation professionals understand that each person is unique and their differences are to be respected and valued as they strive to respect the diversity of those who use their services and challenge all unfair discrimination; and

WHEREAS, Inyo County Probation professionals are highly trained who have the ability to promote prevention, intervention, and advocacy in the interest of public safety through the use of evidence based practices; and

WHEREAS, these devoted men and women are a true *Force for Positive Change* who facilitate the re-entry of offenders into society, where their efforts, in conjunction with those of many other groups, helps ensure a more lawful society and safer neighborhoods for our families; and

WHEREAS, Probation Officers are making a difference in the lives of those they supervise, while faced with additional laws, responsibilities and workloads; and

WHEREAS, Probation Services Week is a time for the people of Inyo County to recognize the great men and women who work for the Probation Department; and that the criminal and juvenile justice systems in Inyo County could not operate without the hard work and dedication these professionals exhibit each day by providing support mechanisms to assist the people they supervise in becoming law abiding citizens, good neighbors and contributors to our society.

NOW THEREFORE, the Inyo County Board of Supervisors joins with other communities and the Nation in honoring these outstanding public servants by declaring the week of July 15th through 21st, 2018 as Probation Services Week in Inyo County.

PASSED AND PROCLAIMED by the Inyo County Board of Supervisors, this 10th day of July, 2018.

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Darcy Ellis, Assistant



INYO COUNTY PROBATION DEPARTMENT
COMMUNITY, PRIDE, AND PROGRESS



JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF

MARK A. OLSEN
DEPUTY CHIEF

*In recognition of outstanding performance in support of the Inyo
County Probation Department and the community*

**Account Tech 3 and Acting Administrative Staff
Supervisor Krystal Phillips has demonstrated her
dedication and support of the Department Mission to
provide outstanding professional service to both the
Department and the community through her
organization of juvenile custodial transports, her
assistance in preparing the Department budget and
contracts, her management of Administrative Personnel
and her numerous other duties, in addition to her
willingness to work extra hours during her time off. The
Probation Department could not successfully operate on
the exceptional level that it does without her.**

*Krystal Phillips is therefore formally recognized for a job
well done!*

Dated: June 25, 2018

***Jeffrey L. Thomson
Chief Probation Officer
County of Inyo***



INYO COUNTY PROBATION DEPARTMENT
COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF

MARK A. OLSEN
DEPUTY CHIEF




In recognition of outstanding performance in support of the Inyo County Probation Department and the community

On June 5, 2018, Rehabilitation Specialist Alex Quezada assisted with a presentation to the Inyo County Board of Supervisors on the successful transition of the Inyo County Juvenile Center to a Special Purpose Facility and juvenile prevention and intervention programs implemented throughout Inyo County in the service of youth and their families, thereby supporting the Mission of the Department to provide evidence based programming and services to the community.

Rehabilitation Specialist Alex Quezada is therefore formally recognized for a job well done!

Dated: June 11, 2018


Jeffrey L. Thomson
Chief Probation Officer
County of Inyo



INYO COUNTY PROBATION DEPARTMENT
COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF

MARK A. OLSEN
DEPUTY CHIEF




In recognition of outstanding performance in support of the Inyo County Probation Department and the community

On June 5, 2018, Rehabilitation Specialist Jill Patton assisted with a presentation to the Inyo County Board of Supervisors on the successful transition of the Inyo County Juvenile Center to a Special Purpose Facility and juvenile prevention and intervention programs implemented throughout Inyo County in the service of youth and their families, thereby supporting the Mission of the Department to provide evidence based programming and services to the community.

Rehabilitation Specialist Jill Patton is therefore formally recognized for a job well done!

Dated: June 11, 2018



Jeffrey L. Thomson
Chief Probation Officer
County of Inyo



INYO COUNTY PROBATION DEPARTMENT
COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF

MARK A. OLSEN
DEPUTY CHIEF




In recognition of outstanding performance in support of the Inyo County Probation Department and the community

On June 6, 2018, Rehabilitation Specialist Jill Patton coordinated a ceremony for inmates at the Inyo County Jail who had graduated from the Moral Reconciliation Therapy program, a program that she facilitated and facilitates on a regular basis, thereby supporting the Mission of the Department to provide evidence programming and reentry services to clients transitioning from custody to the community, and demonstrating her dedication and commitment to the clients and community she serves.

Rehabilitation Specialist Jill Patton is therefore formally recognized for a job well done!

Dated: June 11, 2018


Jeffrey L. Thomson
Chief Probation Officer
County of Inyo



INYO COUNTY PROBATION DEPARTMENT
COMMUNITY, PRIDE, AND PROGRESS



JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF


MARK A. OLSEN
DEPUTY CHIEF

*In recognition of outstanding performance in support of the Inyo
County Probation Department and the community*

During the week of June 4, 2018, Legal Secretary Sarah Simpson commenced training of a new Department Legal Secretary. Throughout, her knowledge of the multiple duties assigned to the Legal Secretary position were demonstrated and observed, as well as her professionalism and commitment to the Department Mission to provide professional services in the daily operation of the Probation Department.

*Legal Secretary Sarah Simpson is therefore formally
recognized for a job well done!*

Dated: June 11, 2018



Jeffrey L. Thomson
Chief Probation Officer
County of Inyo



INYO COUNTY PROBATION DEPARTMENT
COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF

MARK A. OLSEN
DEPUTY CHIEF




In recognition of outstanding performance in support of the Inyo County Probation Department and the community

On June 5, 2018, Rehabilitation Specialist Tabitha Warner assisted with a presentation to the Inyo County Board of Supervisors on the successful transition of the Inyo County Juvenile Center to a Special Purpose Facility and juvenile prevention and intervention programs implemented throughout Inyo County in the service of youth and their families, thereby supporting the Mission of the Department to provide evidence based programming and services to the community.

Rehabilitation Specialist Tabitha Warner is therefore formally recognized for a job well done!

Dated: June 11, 2018


Jeffrey L. Thomson
Chief Probation Officer
County of Inyo



INYO COUNTY PROBATION DEPARTMENT
COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF

MARK A. OLSEN
DEPUTY CHIEF



In recognition of outstanding performance in support of the Inyo County Probation Department and the community

Deputy Probation Officer Lars Erickson is hereby recognized for his outstanding contribution to the Probation Department Mission of providing effective case management to its clients, professional and knowledgeable service to the Superior Court, and professionalism and teamwork with his coworkers. Between March of 2018 and June of 2018, in the absence of a Deputy Probation Officer, DPO Erickson successfully case managed the Domestic Violence/Sex Offender Caseloads, the Electronic Monitoring/SCRAM Caseload, the Pretrial Caseload, and served as Court Officer on a weekly basis. Throughout, DPO Erickson accomplished those extremely time consuming and complex assignments with professionalism, knowledge, sacrifice and sound judgement.

Deputy Probation Officer Erickson is therefore formally recognized for a job well done!

Dated: June 4, 2018

Jeffrey L. Thomson
Chief Probation Officer
County of Inyo



INYO COUNTY PROBATION DEPARTMENT
COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF

MARK A. OLSEN
DEPUTY CHIEF




*In recognition of outstanding performance in support of the Inyo
County Probation Department and the community*

Since the retirement of the Probation Department Administrative Secretary, Legal Secretary Sarah Simpson has maintained outstanding performance in the completion of all Adult Division duties, often working late and through her lunch, essentially doing the job of two secretaries. Mrs. Simpson's outstanding performance has supported the Probation Department Mission of providing professional, accurate and timely work product to the criminal justice system and the clients the Department serves.

*Legal Secretary Simpson is therefore formally recognized for
a job well done!*

Dated: May 7, 2018



Jeffrey L. Thomson
Chief Probation Officer



INYO COUNTY PROBATION DEPARTMENT

COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF

MARK A. OLSEN
DEPUTY CHIEF



In recognition of outstanding performance in support of the Inyo County Probation Department and the community

On April 3, 2018, Deputy Probation Officer Amanda Wagner participated in a multi-agency probation search operation with the Inyo County Sheriff's Department and Bishop Police Department. This operation resulted in the arrest of 8 persons for both violations of probation, new offenses, and arrest warrants, thereby contributing to public safety, offender accountability and rehabilitation, in addition to supporting the over-all mission of the Department.

Deputy Probation Officer Wagner is therefore formally recognized for a job well done!

April 9th, 2018

*Jeffrey L. Thomson
Chief Probation Officer
County of Inyo*



INYO COUNTY PROBATION DEPARTMENT

COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF

MARK A. OLSEN
DEPUTY CHIEF




In recognition of outstanding performance in support of the Inyo County Probation Department and the community

On April 3, 2018, Deputy Probation Officer Bryce Donahue participated in a multi-agency probation search operation with the Inyo County Sheriff's Department and Bishop Police Department. This operation resulted in the arrest of 8 persons for both violations of probation, new offenses, and arrest warrants, thereby contributing to public safety, offender accountability and rehabilitation, in addition to supporting the over-all mission of the Department.

Deputy Probation Officer Donahue is therefore formally recognized for a job well done!

April 9th, 2018



Jeffrey L. Thomson
Chief Probation Officer
County of Inyo



INYO COUNTY PROBATION DEPARTMENT
COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF

MARK A. OLSEN
DEPUTY CHIEF




*In recognition of outstanding performance in support of the Inyo
County Probation Department and the community*

On April 3, 2018, Deputy Probation Officer Penni Brown participated in a multi-agency probation search operation with the Inyo County Sheriff's Department and Bishop Police Department. This operation resulted in the arrest of 8 persons for both violations of probation, new offenses, and arrest warrants, thereby contributing to public safety, offender accountability and rehabilitation, in addition to supporting the over-all mission of the Department.

*Deputy Probation Officer Brown is therefore formally
recognized for a job well done!*

April 9th, 2018



Jeffrey L. Thomson
Chief Probation Officer
County of Inyo



INYO COUNTY PROBATION DEPARTMENT
COMMUNITY, PRIDE, AND PROGRESS



JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF


MARK A. OLSEN
DEPUTY CHIEF

*In recognition of outstanding performance in support of the Inyo
County Probation Department and the community*

During the week of April 2, 2018, Legal Secretary Sarah Simpson bravely managed all Probation Department administrative duties with minimal assistance. This critical function of the Department provides for the successful management of daily operations of the Probation Department and during a period of both transition and minimal staffing, Mrs. Simpson performed her duties with diligence and exceptional professionalism.

*Legal Secretary Sarah Simpson is therefore formally
recognized for a job well done!*

Dated: April 9, 2018



*Jeffrey L. Thomson
Chief Probation Officer
County of Inyo*



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
15

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

FROM: Public works

FOR THE BOARD MEETING OF: JUL 10 2018

SUBJECT: Approve the contract for Architectural and Engineering (A&E) Consultant Services with Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for design, environmental, hydraulic, geotechnical and right-of-way services for the Carroll Creek Road Bridge Replacement Project and Walker Creek Road Bridge Replacement Project (Projects).

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- A) Approve the Contract between the County of Inyo and Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for Consultant Services with a not-to-exceed amount of \$876,903;
- B) Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The bridges over the Los Angeles Aqueduct on Carroll Creek Road and Walker Creek Road were programed for replacement through the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP), which is administered by Caltrans. The Preliminary Engineering (PE) Phase began in 2014 under an On-Call Contract with QEI. On-Call Contracts may not be extended beyond five years per FHWA regulations; therefore the County was required to complete the Request for Proposal (RFP) process to choose a consultant to complete the Projects. QEI was the only consultant to submit a proposal. Two other consultants did submit letters/emails stating they chose not to submit a proposal due to QEI's four years of experience and familiarity with the Projects. Public Works decided that re-advertising the RFP was unlikely to result in additional or better proposals; Caltrans Local Assistance concurred. Continuing the design process with QEI is the most cost and time efficient choice. Construction is expected to begin for the Projects in 2020.

The not-to-exceed amount of \$876,903 (eight hundred seventy six thousand, nine hundred and three dollars) is divided into two categories: required work and optional tasks. The required work includes the tasks known to be necessary to complete the design phase. The optional tasks include possible environmental permits, record of survey preparation, construction support, etc. (see Attachment B to the contract for a complete list). If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Consultant to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective by written Amendment to the contract only.

ALTERNATIVES:

Your Board could choose not to approve this contract with Quincy Engineering, Inc., and instruct Public Works to re-advertise the RFP, this is not recommended as it is unlikely re-advertising would result in additional proposals.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the consultant after the contract is awarded; County counsel has reviewed and approved contract documents; Caltrans to reimburse the County for costs incurred.

FINANCING:

The cost of the contract will be paid through budget unit 034601 (State Funded Road Budget), object code 5735 (Carroll Creek) and 5736 (Walker Creek). In fiscal year 18/19, \$500,000 is budgeted for this contract between the two projects; the remaining costs will be incurred in fiscal year 19/20 and beyond. The Carroll and Walker projects are both 100% reimbursable through the HBP. Though the not-to-exceed amount of this contract does exceed the current funding allocation for PE for these two projects, the PE cost increases have been deemed eligible by Caltrans, and will be covered as additional funds become available to the program (see attached letter from Caltrans).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u>YES</u>	Date <u>6/22/18</u>
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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>eyes</u>	Date <u>6/26/18</u>
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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>yes</u>	Date <u>6/28/18</u>
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DEPARTMENT HEAD SIGNATURE: Col J Qu Date: 6/28/18
 (Not to be signed until all approvals are received)

**CONTRACT BETWEEN THE COUNTY OF INYO
AND Quincy Engineering Inc.**

FOR THE PROVISION OF CONSULTANT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with Quincy Engineering Inc.
_____ (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

TERMS AND CONDITIONS

1. STATEMENT OF WORK

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

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

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – for Actual Cost-Plus Fixed Fee Contracts

A. This Contract shall go into effect on July 10, 2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on July 31, 2021, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

Option 2 -- for On-Call Contracts

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

3. WORK SCHEDULE

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

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$64,647.73. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

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

H. The total amount payable by County including the fixed fee shall not exceed \$876,903.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction, or more than \$15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

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

7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

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

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

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

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

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11. COUNTY PROPERTY

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

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

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. DEFENSE AND INDEMNIFICATION

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

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs

identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

C. The maximum amount for which the County shall be liable if this contract is terminated is \$876,903 _____ dollars.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

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

20. DEFAULT

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement," to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program show goal is employment.

27. POST CONTRACT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

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

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

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

County of Inyo:	
Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:	
Quincy Engineering Inc.	Name
11017 Cobblersrock Dr, Suite 100	Address
Rancho Cordova, CA 95670	City and State

32. ENTIRE CONTRACT

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

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____


Dated: _____

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO PERSONNEL REQUIREMENTS:




County Counsel



Personnel Services

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO INSURANCE REQUIREMENTS:



County Auditor



County Risk Manager

31. NOTICE

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

<u>County of Inyo:</u>	
<u>Public Works</u>	Department
<u>PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

Consultant:	
<u>Quincy Engineering Inc.</u>	Name
<u>11017 Cobblersock Dr, Suite 100</u>	Address
<u>Rancho Cordova, CA 95670</u>	City and State

32. ENTIRE CONTRACT

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

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

By: 
Signature

Print or Type Name

John S. Quincy, President
Print or Type Name

Dated: _____

Dated: 

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO PERSONNEL REQUIREMENTS:

County Counsel

Personnel Services

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO INSURANCE REQUIREMENTS:

County Auditor

County Risk Manager

ATTACHMENT A

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018

TO: July 31, 2021

SCOPE OF WORK:

Quincy Engineering Inc. of Rancho Cordova, California will be providing Design Consultant Services for the Carroll Creek Road Bridge Replacement Project BRLO-5948 (074) and Walker Creek Road Bridge Replacement Project BRLO-5948 (076). Services include design, environmental, hydraulic, geotechnical and right-of-way services as included in attached "Scope of Work" dated June 4, 2018.

The Scope of Work includes several tasks listed as Optional Tasks, totaling \$145,727 (one hundred and forty five thousand seven hundred and twenty seven dollars). The Consultant shall not incur costs on these tasks without prior written approval from the County.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in the Attachment B to the contract.

Prior to incurring any expenses above the estimated projected cost of \$876,903 (eight hundred seventy six thousand, nine hundred and three dollars), a request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Directors. Any increase to the Not-to-Exceed amount will be effective only by written Amendment to the contract.



June 1, 2018

SCOPE OF WORK

This work plan is based on previous experience with HBP delivery in general and specific experience working on these projects. This scope of work applies to both the Carroll Creek Road and Walker Creek Bridge Replacement Projects.

The goal of this scope of work is to deliver Plans, Specification and Estimates (PS&E) for both projects and provide design support to the County during contractor bidding and construction. The first step in the process is to finalize the work prepared in the Preliminary Engineering phase so that the Caltrans can review and issue Project Approval and Environmental Document approval. Then, final engineering will commence.

In preparing our scope of work, we have kept our team lean to deliver a quality, biddable, design package with a very cost conscience approach to keeping this project within your budget. We fully understand the need to do so in conformance with the requirements of all local, state, and federal provisions.

Quincy has prepared a list of all the anticipated deliverables per task. Quincy will use this list as a progress tracking tool throughout the project life.

TASK 1: PROJECT MANAGEMENT

Task 1.1: Project Management

Quincy Engineering, Inc. (Quincy) will provide Project Management tasks which include coordination with the County, Team management, product development tracking, Team and stakeholder communication, and project progress and budget reporting. Quincy will update, develop, track, and lead the following project management tasks:

- Critical Path Schedule Updates;
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries;
- Provide the County with HBP paperwork assistance and facilitation; and
- Prepare all submissions for the County to submit to Caltrans Local Assistance

Task 1.2: Project Review Meetings

Quincy will lead project meetings:

- In person PDT meetings, one per project;
- PDT teleconference status meetings as need (up to 10 per project);
- Meeting Agendas, summaries, and Action Item Summaries/Tracking;
- Project status meetings will be conducted to review project progress and next steps.

Subconsultants will participate in Project Team Meetings as needed by teleconference when appropriate.

Task 1.3: Update Temporary Rights of Entry for Preliminary Engineering Activities

Quincy will coordinate with the project team and the County to update the previously obtained rights of entry for remaining preliminary engineering and environmental technical study tasks.

Quincy will contact owners of affected government lands, utilities and private parties before any additional field activities to inform them of upcoming work on or near their property/easement/utility. Each property owner will be contacted first by phone call, then by email/letter to explain the types of activities anticipated.

Quincy will prepare contracts for the rights of entry agreement between the County and each property owner for rights of entry.



At Walker Creek Road, additional topographical survey field work is required because of the recent and on-going construction of the LADWP western patrol road. The Right-of-Entry (LADWP Letter of Permission) between LADWP and the County (and its agents, i.e. Quincy) has expired. Quincy will obtain a new Letter of Permission to enter LADWP right-of-way as well as renew the right-of-entry agreement with one (1) private property owner.

At Carroll Creek Road, the current biological (rare plant and desert tortoise) surveys will expire in June 2018. These biological surveys may need to be performed again (in Fall 2018 or April-May 2019) because it may not be possible to get the Environmental Document out prior to June. So, an updated LADWP letter of permission will be required as well as rights-of-entry from BLM.

It is assumed that two (2) contracts will be needed at the Carroll Creek project site and two (2) contracts will be needed at the Walker Creek project site. If an existing property changes hands, it is assumed that the new property owner will honor the existing agreement.

Task 1 Deliverables:

- ✓ Schedule Updates, Monthly Invoicing, Progress Reports
- ✓ HBP Paperwork
- ✓ Submittal Preparation
- ✓ In person PDT Meetings (one per project), PDT Teleconference Meetings (up to 10 per project), Meeting agenda, minutes, and Action item tracking
- ✓ Updated Rights-of-Entry at both sites

TASK 2: ENVIRONMENTAL DOCUMENTATION

Task 2.1: Project Coordination

Coordination of the engineering design and the environmental review is critical for the success of the project. This task includes review of engineering design and coordination with Quincy and Inyo County on the project description, project deliverables, and project schedule. According to the RFP, the County will act as a liaison between consultants and Caltrans; therefore, this task does not involve direct coordination with Caltrans. Caltrans requests, however, will be addressed at the direction of the County.

Task 2.2: Complete Carroll Creek Road Biological Assessment

Panorama will respond to Caltrans comments on the Draft Carroll Creek Road Bridge Biological Assessment. Panorama will prepare a Final Biological Assessment and submit it to Quincy and the County to review. The County will submit the Final Biological Assessment to Caltrans to complete consultation with USFWS. Panorama's scope includes time to respond to one additional round of comments from the County, Caltrans, and/or USFWS.

Assumptions: No additional biological surveys are required. If new protocol desert tortoise surveys are required, they would be performed in accordance with the optional task identified in this scope of work and the results incorporated into the Final Biological Assessment.

Task 2.2 Deliverables for Carroll Creek:

- ✓ Administrative Final Biological Assessment (electronic only)
- ✓ Final Biological Assessment (2 hard copies)



Task 2.3: Prepare Environmental Documents

Task 2.3.1: Walker Creek Road Bridge: Initial Study/Mitigated Negative Declaration

Panorama will prepare an IS/MND for the project. The IS/MND will address the questions identified in the CEQA Checklist (CEQA Guidelines Appendix G). Panorama has a working draft of the Administrative Draft IS/MND and will update and complete it for County review. The County will review the Administrative Draft IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Draft IS/MND and submit the Notice of Completion to the State Clearinghouse (including 15 copies of the IS on CD). Panorama assumes that the County will circulate public notices. The Draft IS/MND will be circulated for a period of 30 days. Panorama will provide five (5) additional hard copies of the Draft IS/MND to the County for distribution.

Panorama will prepare an Administrative Final IS/MND that addresses any public or agency comments received on the Draft IS/MND. The County will review the Administrative Final IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Final IS/MND and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD. Panorama will provide two (2) hard copies of the Final IS/MND to the County for distribution.

Assumptions:

- No additional biological surveys are required.
- The County will pay the CEQA filing fees. The IS/MND will be approximately 50 pages total or less.
- Panorama will produce 15 electronic copies of the Draft IS/MND and mail to the State Clearinghouse with a Notice of Completion. The County will be responsible for circulating public notice and notifying local agencies regarding the Draft IS/MND.
- The Final IS/MND will be revised to reflect necessary changes to the document in response to comments; however, the Final IS/MND will not include a chapter showing all responses to all comments received on the Draft IS/MND. Panorama will spend a maximum of 25 hours to prepare the Final IS/MND.
- The County will file the Notice of Determination with the State Clearinghouse after a decision is made on the Final IS/MND.
- Minimal public and agency comments will be received on the Draft IS/MND since the project is not anticipated to be controversial. Tribal consultation requirements, as stipulated under Assembly Bill 52 are complete. Caltrans will develop the NEPA CE document.

Task 2.3.1 Deliverables for Walker Creek:

- ✓ Administrative Draft IS/MND (electronic)
- ✓ Draft IS/MND (five hard copies)
- ✓ Notice of Completion (15 electronic copies of IS to State Clearinghouse)
- ✓ Administrative Final IS/MND (electronic)
- ✓ Final IS/MND (two hard copies)
- ✓ Notice of Determination (electronic)

Task 2.3.2: Carroll Creek Road Bridge: Joint Initial Study/Environmental Assessment

This task includes development of a Document Delivery Timeline and preparation of the IS/EA.

Develop Document Delivery Timeline. Panorama's first action under the task would be to develop a Document Delivery Timeline. The timeline would identify deadlines for submittal of the administrative



draft, public draft, and final IS/EA. The timeline would also identify review periods for the County, Caltrans and BLM, and the public. The draft Document Delivery Timeline would be circulated for review and approval by Quincy to the County. It is recommended that the County provide the Document Delivery Timeline to Caltrans and BLM, to ensure that all parties understand and agree to the timelines.

Prepare Joint Initial Study/Environmental Assessment. Panorama will prepare an IS/EA for the project to satisfy the County's CEQA compliance and Caltrans' NEPA compliance. The IS/EA will be prepared using the Joint IS/EA template included on the Caltrans SER. The IS/EA template will need to be modified to address the impact criteria necessary to satisfy BLM environmental requirements. Panorama will review two BLM land use plans identified by BLM at the July 2017 field visit with the County, Caltrans, BLM, and Quincy. These plans include the Desert Renewable Energy Conservation Plan and Land Use Plan of Action. While the project would not be permitted by BLM under either plan, BLM staff stated that consistency with the environmental constraints and avoidance measures would ensure that the IS/EA satisfies all BLM environmental requirements. Panorama will develop an IS/EA document outline to confirm the scope of the EA. Panorama will submit the outline to the County to review. It is recommended that the County provide the outline to Caltrans, who will consult with BLM, regarding the scope of the IS/EA.

Panorama will prepare an Administrative Draft IS/EA including the Administrative Draft MND and FONSI for the County and Caltrans. Panorama completed an administrative draft IS/MND prior to project redesign for Alternative Bridge Design #10. Panorama will modify the existing IS/MND using the Caltrans IS/EA template to address the revised project and BLM requirements under NEPA. The Administrative Draft will be provided to Quincy and the County to review. It is expected that the County will provide the Administrative Draft to Caltrans to review, as well. Panorama will incorporate one round of comments from each reviewer into the Draft IS/EA and submit the Notice of Completion to the State Clearinghouse (including 15 electronic copies of the IS/EA). The County will circulate public notices to interested parties. The Draft IS/EA will be circulated for a period of 30 days.

Panorama will prepare an Administrative Final IS/EA, including the MND and FONSI, that addresses any comments received on the Draft IS/EA. Quincy, the County, and Caltrans will review the Administrative Final IS/EA and provide comments to Panorama. Panorama will incorporate agency comments into the Final IS/EA and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD and sending out public notices. The NEPA lead agency (Caltrans) will be responsible for signing the FONSI to be included in the Final IS/EA. Panorama will provide two (2) hard copies of the Final IS/EA to the County for distribution.

Assumptions: A joint CEQA/NEPA document will be accepted by all agencies. The County will pay the CEQA filing fees. The IS/EA will be approximately 120 pages total, or less. Minimal public and agency comments will be received on the Draft IS/EA since the project is not anticipated to be controversial. Tribal consultation requirements, as stipulated under Assembly Bill 52, are complete.

Task 2.3.2 Deliverables for Carroll Creek:

- ✓ Administrative Draft IS/EA (electronic)
- ✓ Draft IS/EA (five hard copies)
- ✓ Notice of Completion (15 electronic copies of IS to State Clearinghouse)
- ✓ Administrative Final IS/EA (electronic)
- ✓ Final IS/EA (five hard copies)
- ✓ Notice of Determination (electronic)



Task 2.4: Biological Surveys (optional task)

This task includes conducting biological surveys for desert tortoise and rare plants for the Carroll Creek Road Bridge site. Surveys at the Walker Creek Road Bridge site are not included in this task. Biological surveys, if determined to be necessary, would be conducted in the spring of 2019 unless USFWS and CDFW allow surveys to be conducted outside of the spring survey window.

Desert Tortoise Protocol Survey. Panorama's biologist, Russell Kokx, is an Inyo County resident and experienced biologist. Russell meets USCWS, CDFW, and Caltrans qualifications to conduct the desert tortoise survey. Russell will perform a protocol-level desert tortoise (*Gopherus agassizii*) survey of the action area using similar methods that he used for previous surveys of the site. The survey would be conducted according to the USFWS *Pre-project Field Survey Protocols for Potential Desert Tortoise Habitat* (2010). The survey would cover 100 percent of the action area. The action area includes the access road from U.S. 395 to the project site and the project footprint itself. Panorama would also survey three transects paralleling the action area at 200 meters, 400 meters, and 600 meters from the edge of the action area if no sign of live tortoises are found in the action area during the survey, per the Protocol. All necessary access permission will be secured prior to surveying. Panorama will prepare a memo report that summarizes the survey methodology and results of the survey. The memo report will be submitted to the County to review and submit to Caltrans. Panorama will address one round of comments on the memo report.

Rare Plant Survey. Russell also meets qualifications to conduct rare plant surveys. He will perform a botanical/rare plant survey of the Carroll Creek Road Bridge action area. The survey will cover 100 percent of the project action area and identify all vegetation occurring within the action area. Russell will visit reference plant population sites to ensure rare plant species are blooming during the time of the survey. Panorama will prepare a memo report detailing the findings of the botanical/rare plant survey. Panorama will submit the memo report to the County to submit to Caltrans. Panorama will address one round of comments on the memo report.

Assumptions: The project does not involve removal of the existing bridge over Carroll Creek. A bat habitat assessment is therefore not included in the scope of work since bat habitat will not be lost. A scope and budget augment would be required if Caltrans requires a bat habitat assessment.

Optional Task 2.4 Deliverables for Carroll Creek:

- ✓ **Optional:** Draft and Final desert tortoise and rare plant survey memo reports



TASK 3: GEOTECHNICAL INVESTIGATIONS

Task 3.1: Geotechnical Investigations at Carroll Creek

Soil Sampling and R-value Tests

Kleinfelder proposes to collect two (2) near surface samples of the pavement subgrade soils at the bridge approaches for R-value testing.

- Perform a total of two (2) hand auger borings to a depth of 2 feet near the bridge approaches to collect bulk soil samples.
- Resistance Value Test, California Test Method No. 301

Foundation Report (FR)

The geotechnical work scope will include a site visit, consultation, and analysis to support the preparation of a design-level Foundation Report (FR). The report will follow basic Caltrans LRFD guidelines and the Caltrans Foundation Report for Bridges (2017) guideline. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contact stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient).
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Summary of R-value test results and recommended minimum pavement structural sections for the design Traffic Index provided by the County of Inyo
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Conditions: Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

Task 3.1 Deliverables for Carroll Creek:

- ✓ Draft Foundation Report – 65% Submittal
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 3.2: Geotechnical Investigations at Walker Creek

Soil Sampling and R-value Tests

Kleinfelder proposes to collect two (2) near surface samples of the pavement subgrade soils at the bridge approaches for R-value testing.



- Perform a total of two (2) hand auger borings to a depth of 2 feet near the bridge approaches to collect bulk soil samples.
- Resistance Value Test, California Test Method No. 301

Foundation Report (FR)

The geotechnical work scope will include a site visit, consultation, and analysis to support the preparation of a design-level Foundation Report (FR). The report will follow basic Caltrans LRFD guidelines and the Caltrans Foundation Report for Bridges (2017) guideline. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient).
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Summary of R-value test results and recommended minimum pavement structural sections for the design Traffic Index provided by the County of Inyo.
- Comments on the corrosion potential of foundation soil.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Conditions: Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

Task 3.2 Deliverables for Walker Creek:

- ✓ Draft Foundation Report – 65% Submittal
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 3.3: Optional Test Borings at Walker Creek (optional task)

Pre-field Activities

- Review project limits and mark the exploratory boring locations for utility clearance.
- Prepare and submit applications, and obtain permits from the following agencies, as necessary:
 1. Encroachment Permit – Inyo County.
If it becomes necessary for our field work, it is assumed any permits for right-of-entry required by Los Angeles Department of Water and Power (LADWP) would be obtained by the designer and/or the County.
 2. Notify subscribing utility companies via Underground Service Alert (USA) at least 48-hours, as required by law, prior to performing the exploratory borings.



- Retain the services of a California licensed drilling subcontractor to perform the exploratory borings, utilizing hollow stem auger, rotary wash, impact hammer, and rock coring techniques.

Field Exploration Program

- Perform a total of two (2) exploratory borings; 1 boring as close as possible to each abutment to depths of 30 and 50 feet, or practical refusal, whichever occurs first.
- Obtain in-place penetration rates in accordance with ASTM D1586.
- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.
- The borings will be backfilled with the soil cuttings upon completion.

Laboratory Testing Program

Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Anticipated tests include:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- Grain-size distribution without hydrometer, ASTM D422
- Soluble sulphate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

Conditions: Kleinfelder requires the right of entry to conduct the investigation. Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

The cost for the optional drilling services is based on the presumption that the client will provide any and all available survey maps or other data to estimate the location of existing underground structures, utilities and other services. Kleinfelder will provide notification to Underground Service Alert, as required by law, to help locate existing utilities.

The client should be aware that penetrating the site's surface is inherently risky. It is impossible to determine with certainty the precise location of all structures that may be buried in the ground. Kleinfelder's fee is not adequate to compensate for both the performance of the services and the assumption of risk of damage to such structures. With proper USA notification, disruption of utilities or damage to underground structures will be the responsibility of the owner. Services rendered by Kleinfelder to repair them will be billed at cost.

The cost is based upon the assumption that the site is accessible to the equipment proposed. If weather, access, or site conditions restrict our field operations, Kleinfelder may need to modify the fee estimate. Time spent for difficult site access will be charged on a time-and-expense basis in accordance with the current fee schedule in force at the time the services are provided. However, Kleinfelder will contact the client for authorization prior to incurring additional charges.

Limitations: Kleinfelder work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data



evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

TASK 4: HYDRAULIC STUDIES

For the Carroll Creek Road and Walker Creek Road Bridge Replacement Project (Project), WRECO will be responsible for the hydrologic and hydraulic assessment, Location Hydraulic Study, Culvert Design Technical Memorandum, and Bridge Design Hydraulic Study.

Task 4.1: Project Management and Meetings

WRECO will attend one (1) coordination meeting with the County and Project Team. WRECO will also participate in four (4) conference calls with Inyo County (County) and Project Team staff. On a monthly basis, WRECO will provide the Project Team with invoices and progress reports for the Project.

Task 4.1 Deliverables:

- ✓ Monthly Invoices and Progress Reports

Task 4.2: Data Review

WRECO will review new available data provided by the County and the Project Team.

Task 4.3: Hydrologic Analyses

WRECO will revisit the hydrologic analyses performed for the previous phase of the Project and make necessary updates to the peak design discharges for the proposed bridge crossings. WRECO will also perform hydrologic analyses for the proposed cross culverts for each bridge site.

Task 4.4: Hydraulic Assessment

WRECO will perform hydraulic analyses to determine the design flow characteristics for the existing condition and the proposed bridges. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO has already set up a hydraulic model for the Carroll Creek Road Bridge and will work with the Project Team to update the model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the Walker Creek Road Bridge hydraulic model. WRECO will work with the Project Team structural engineers on the bridge design alternatives.

Task 4.4 Deliverables:

- ✓ Preliminary Hydraulic Assessment Memorandum (PDF)

Task 4.5: Location Hydraulic Study

Based on WRECO's preliminary qualitative assessments, the Project may potentially result in a floodplain encroachment. Therefore, WRECO will prepare a Floodplain Evaluation Report, which will include the Technical Information for the Location Hydraulic Study and Floodplain Evaluation Report Summary forms, to document the investigation and determine the specific impacts to the floodplain.

Task 4.5 Deliverables:

- ✓ Draft Floodplain Evaluation Report (PDF)
- ✓ Final Floodplain Evaluation Report (PDF and 3 hard copies)

Task 4.6: Scour Analysis and Countermeasures

WRECO will perform scour analysis and make countermeasure recommendations following the guidelines and procedures in the FHWA's HEC-18, HEC-20 and HEC-23 Manuals.



Task 4.7: Culvert Analysis and RSP

WRECO will perform hydraulic analyses to properly size the proposed cross culverts under the approach roads. The design criteria will be Caltrans' 10-year storm at the culvert soffit and 100-year storm not overtopping the road. WRECO will also recommend necessary rock slope protection as energy dissipater.

Task 4.7 Deliverables:

- ✓ Draft Culvert Design Technical Memorandum (PDF)
- ✓ Final Culvert Design Technical Memorandum (PDF)

Task 4.8: Addressing Construction Impacts

WRECO will work with the Project Team to ensure the proposed bridge construction will not create adverse impacts to the Los Angeles Aqueduct. WRECO will also estimate bypass flow volume, when necessary, for the construction purpose.

Task 4.9: Bridge Design Hydraulic Study

WRECO will prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all the detailed hydraulic model output.

Task 4.9 Deliverables:

- ✓ Draft Bridge Design Hydraulic Study Report (PDF)
- ✓ Final Bridge Design Hydraulic Study Report (PDF and 3 hard copies)

TASK 5: PRELIMINARY ENGINEERING

Task 5.1: Supplemental Topographic Survey

At Walker Creek Road, LADWP is constructing a western patrol road. This new construction will affect the cut/fill limits of the approach roadway and the drainage design. Along with the new patrol road, LADWP is adding 5-inches to the height of the western splash guard through this region. This additional height may affect the proposed bridge clearance. Gathering supplemental topographic survey data within these limits will also ensure that the proposed approach roadway, the proposed drainage design and the proposed patrol road access ramp design will meet the needs of both the County and LADWP.

Quincy will conduct a field survey to locate and map the ground surface of the new LADWP Patrol road and berms on the Westerly side of the LA Aqueduct.

- Cross sections will be performed every 50 feet starting approximately 300' North of the existing bridge over the aqueduct located on Walker Creek Road and continuing South for approximately 1000'. In addition to the patrol road, the detention pond located Northwesterly of the existing bridge on Walker Creek Road will also be located.
- Quincy will also obtain Ortho-Rectified imagery while onsite utilizing recent developments in drone technology at **no extra charge** to the County.
- Quincy will modify the existing topographic survey and digital terrain model (DTM) in Civil3D and/or MicroStation to incorporate the supplemental topo.

Task 5.2: Design Verification of LADWP Western Patrol Road at Walker Creek Road

After the additional topographic information is available at the Walker Creek project site, Quincy will evaluate the new ground surface of the partially constructed LADWP Western Patrol road and earthen berm.



Quincy will incorporate the required changes and update the roadway Geometric Approval Drawings at Walker Creek Road. LADWP has informed Quincy that the final design/ construction of the Patrol road is not yet complete due to severe storms in spring 2017. However, the bulk of the earthwork and berm construction had already been completed and LADWP plans to coordinate with Quincy to incorporate the new roadway alignment.

Because the western patrol road design is still underway at LADWP, Quincy will coordinate with the appropriate LADWP staff Engineers to minimize the potential for design conflicts between the access ramps designed by Quincy and the Patrol Road and Berms designed by LADWP.

Task 5.3: Final Project Report

This report has already been presented to the County in draft form. All comments will be addressed and incorporated into the final report. Quincy will develop a Final Project Report to summarize the findings of the completed work-to-date. In summary, the report will include the following:

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Site visit (field investigation) notes • Project Description • Design Hydraulic Study • Geotechnical Report • Preliminary right-of-way information • Utility relocation/protection information • Preliminary construction staging & detour requirements • Preliminary alignment drawings | <ul style="list-style-type: none"> • Bridge APS drawings • Bridge Type Selection • APS discussion and evaluation • Construction cost estimate for each alternative • Alignment and bridge type selection recommendation • Summary of environmental studies and constraints • Schedule to complete final design & construction • 30% Plans of the preferred alternative |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

At Walker Creek Road, Quincy will also need to update the Draft Project Report to include the Desert Tortoise Mitigation and the inclusion of the LADWP Western patrol road. Quincy will resubmit the Draft project report after incorporating changes due to the new Western Patrol Road into the Geometric Approval Drawings.

Final design will occur upon concurrence by the County and approval of the environmental documents by Caltrans/FHWA. The approved report will become the basis for the project’s final design.

Task 5 Deliverables:

- ✓ Updated Topographic map at Walker Creek Road showing LADWP Western Patrol Road
- ✓ Updated GAD at Walker Creek Road incorporating design features of LADWP Western Patrol Road
- ✓ Updated Draft Project Report at Walker Creek, Final Project Report for both Sites

TASK 6: RIGHT-OF-WAY ENGINEERING

Task 6.1: Boundary Surveying

Quincy in conjunction with Inyo County will be performing the survey services. Quincy will:

- Review any additional record maps and deeds to determine preliminary right-of-way needs for each alternative alignment based on information developed by the Team and obtained from the County. Any additional right of way and/or existing property boundary information pertinent to the project will be resolved by locating additional monumentation using available record mapping and deeds. The additional boundary information will be added to the topographic base map and will include all



right-of-way and property owner information including assessor's parcel numbers and vesting deed information.

- Title Reports will be obtained by Bender Rosenthal, Inc. which will facilitate in resolving property boundaries as well as locating any existing easements/encumbrances on each affected parcel. Any easements/encumbrances discovered during the review of the title reports will also be added to the base map.

Task 6.2: Alignment Staking (Optional Task)

After plans have been prepared and a preliminary alignment has been established, the final alignment will be staked in the field with inter-visible stakes so that the layout can be clearly observed during a field visit.

Task 6.3: Right-of-Way Acquisitions

Quincy, with County staff review and input, will complete plats and legal descriptions for any right-of-way acquisitions and/or temporary construction easements.

At Carroll Creek, Right-of-Way will be needed from Bureau of Land Management (BLM) and the Los Angeles Department of Water and Power (LADWP). It is anticipated that parcel numbers 029-100-041 (BLM) and 029-100-07 (LADWP) will be impacted. As a result, right-of-way acquisitions, rights of entry and temporary construction easements will be needed. Quincy anticipates two (2) right-of-way takes and two (2) temporary construction easements for the affected parcels.

At Walker Creek, Right-of-way will be needed from private land owners and the Indian Wells Valley Water District. It is anticipated that parcel numbers 033-490-02, 033-510-08, 033-510-05 and 033-510-10 (privately owned parcels) will be impacted. Right-of-way acquisitions, rights of entry and temporary construction easements will also be required at this site. Quincy anticipates four (4) right-of-way takes and four (4) temporary construction easements for the affected parcels

Now that the project geometrics have been approved, the Team will determine the right-of-way requirements, including proposed property acquisitions and easements, and we will prepare an exhibit depicting the proposed acquisitions. Other pertinent information such as the area of each take will also be included in the right-of-way exhibit.

A plat and legal description will be developed for each acquisition as needed. Each parcel acquisition will include a metes and bounds legal description (Exhibit "A") and a plat depicting the acquisition (Exhibit "B").

Right-of-way appraisal and acquisition tasks will be performed by Bender Rosenthal, Inc. Bender Rosenthal, Inc. will also provide the right-of-way tasks required for acquisition of temporary construction easements.

Task 6.4: Record of Survey (Optional Task)

Upon completion of the project, Quincy's Surveyors will set monuments along the new right of way. All angle points, EC's, BC's and other significant locations will be monumented with permanent markers. QEI, with County staff input, will establish permanent monumentation on the centerline of the right of way or on the actual right way lines. A Record of Survey will be submitted to Inyo county for review and ultimate recording.

Assumptions:

*To increase efficiency, boundary surveys for both Carroll Creek and Walker Creek will be completed in one mobilization.

*One mobilization has been budgeted to stake the proposed alignments for Carroll Creek and Walker Creek. The Supplemental Topo for Walker Creek will also be completed during this mobilization.



*It is assumed that Inyo county will pay for any submittal and recording fees associated with the Record of Survey.

Task 6 Deliverables:

- ✓ Field Staking of Final Alignment (Optional Task)
- ✓ Right-of-Way Legal Description and Drawings,
- ✓ Exhibit A: Metes and Bounds Description
- ✓ Exhibit B: Right-of-Way Drawing
- ✓ Record of Survey (Optional Task)

TASK 7: UTILITY COORDINATION

Quincy performed preliminary utility coordination during the previous project phase which included sending Utility "A" Letters. At Walker Creek, no known utilities are present within the project limits. At Carroll Creek, there is an overhead electrical line near the proposed bridge location. LADWP has provided pole location information which is consistent with Topographic point data obtained during field survey. This utility is expected to remain intact and protected in place. Quincy will:

- ✓ Communicate and coordinate with the utility owners by contacting them during the preliminary and final design phases.
- ✓ Prepare a utility conflict map to show existing utility locations and locations where there are potential conflicts with construction.
- ✓ Prepare the B letters according to Caltrans and County procedures.
- ✓ Coordinate the relocation target areas and/or in place protection of the existing utilities for the project based on information obtained from the affected utility owners.

Assumptions:

- County will contact utility owners and arrange for them to attend PDT meetings as needed.

Task 7 Deliverables for Carroll Creek:

- ✓ Utility B Letter for overhead lines at Carroll Creek

TASK 8: FINAL DESIGN & DETAILING

Task 8.1: Design & Submittal of 65% Plans (Unchecked Details)

Task 8.1.1: Bridge Design

The final bridge designs will be performed in accordance with AASHTO LRFD Bridge Design Specifications, 2012 (Sixth Edition) with California Amendments and other Caltrans design manuals. Design will be based on the "Load Resistance Factor Design" method, with HL93 and California permit truck design live loads. Seismic design will be performed in accordance with the Caltrans Seismic Design Criteria, Version 1.7 (April 2010) and the latest information available from Caltrans Earthquake Research. Computer analysis and design programs used are state-of-the-practice for bridge design.

Task 8.1.2: Approach Roadway Design

The final approach roadway design (based on the selected alignment alternative Geometric Approval Drawings) will be completed in accordance with the Design Criteria Memoranda previously presented to the County. The design criteria are based on County Standards, AASHTO's "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final



grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed on approximately 50-foot intervals.

Task 8.1.3: Environmental

If environmental mitigation (such as planting and revegetation measures) plans, specifications, and estimates are required, these will be completed by the Team for inclusion with the roadway and bridge PS&E package. Plan sheets are anticipated per project site to properly convey the intent of the planting plan.

Task 8.1.4: Other Civil Designs

Project signing will be developed as well as bridge and roadway embankment protection (rock slope protection) details.

Task 8.1.5: Plan Preparation

The plan sheets will be prepared in MicroStation according to Quincy's drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by a civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. Each project is expected to consist of:

- Single-span Precast/Prestressed concrete bridge
- Approach roadway with asphalt and gravel paving
- Drainage features, including roadside ditches, small diameter culverts (less than or equal to 4-ft in diameter)
- Erosion control and replanting features
- LADWP fence relocation will be included on the Layout sheets

Each section (Road and Bridge) of the plan set is expected to include the following 37 plan sheets:

<p>Roadway Plans (total 23)</p> <p>Title Sheet and Location Map</p> <p>Typical Cross Section (Carroll Creek Road or Walker Creek Road)</p> <p>Typical Cross Section (LADWP Access Road)</p> <p>Layout (2)</p> <p>Profile (2)</p> <p>Construction Details (Apron Details, Attenuator Details, Contour Grading)</p> <p>Drainage Plan and Details (4)</p> <p>Erosion Control Plans (2)</p> <p>Construction Area Signs</p> <p>Planting and Revegetation Plan (2)</p> <p>Pavement Delineation and Sign Plan (2)</p> <p>Quantities Sheet (2)</p>	<p>Bridge Plans (total 14)</p> <p>General Plan</p> <p>Deck Contours</p> <p>Foundation Plan</p> <p>Abutment Layout (2)</p> <p>Abutment Details (2)</p> <p>Typical Section</p> <p>Slab Layout</p> <p>Slab Details (3)</p> <p>Bridge Railing Details</p> <p>Log of Test Borings Sheets (2)</p>
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Task 8.1.6: Submittal of 65% Plans (Unchecked Details)

Quincy will submit an electronic PDF, half-sized (11x17) plans for each project site. A meeting will be held upon completion of the unchecked bridge and roadway details to discuss the 65% plans. Quincy will receive comments from the County and prepare and track a comment resolution form.

Task 8.1 Deliverables:

- ✓ 65% Design Plans, 11x17 PDF
- ✓ Comment Resolution sheet



Task 8.2: Prepare Draft Plans, Specifications and Estimate (95% PS&E)

Task 8.2.1: Independent Design Check

Upon completion of the unchecked details and implementation of County comments on the 65% plans, an independent check of the design will be performed. An engineer that has not been intimately involved in the design will perform a completely independent analysis of the project designs using the 65% plans. This is an important part of the Team's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.

Task 8.2.2: Specifications

Project Specifications will be developed including Special Provisions based on 2015 Caltrans Standard Special Provisions (SSP) and County-provided boilerplate specifications. The County will provide its boilerplate specifications electronically in Microsoft Word or other compatible software. An electronic copy of the specifications will be prepared for the County's review.

Optional Task 8.2.2.1 Prepare County Boiler Plate Specifications (optional task)

At the County's request, Quincy will prepare the County Boiler Plate specifications to be compatible with the Caltrans 2015 Standard Specifications and Special Provisions. Quincy provided a similar task to the County for Caltrans 2010 Standards on the Trona-Wildrose Emergency Storm Damage Repair Project.

Task 8.2.3: Construction Quantities & Estimate

Construction quantities and the Team's estimate of construction costs (Q and E) will be developed. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items based on Caltrans BEES item list. The estimate will show quantities, unit costs, and a project cost summary.

Task 8.2.4: Quality Control & Constructability Review

As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E (95% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the Federal HBP requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

Task 8.2.5: Submittal of 95% (Draft) PS&E

After the QA/QC review has been completed and the plans, specifications, and estimate have been updated, the Draft PS&E along with design, check, and quantity calculations, will be submitted to the County for their review.

Task 8.2 Deliverables:

- ✓ 95% Draft Plans, 11x17 PDF
- ✓ Draft Project Specifications, 8½x11 PDF and MS Word format
- ✓ Draft Engineer's Estimate of Probable cost, PDF
- ✓ Comment Resolution sheet
- ✓ Bridge Design Calculations, Bridge Independent Check Calculations
- ✓ Bridge Quantity Take and Check Calculations
- ✓ Road Quantity Take and Check Calculations



Task 8.3: Submittal of 100% (Final) PS&E

Upon receiving 95% PS&E review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved, as necessary and appropriate modifications will be made to the plans, specifications, and estimate.

Both bridge replacement projects will be bundled into a single PS&E package unless a significant delay occurs on one of the projects. A separate estimate will be prepared for each project site. The final PS&E Submittal will include:

Task 8.3 Deliverables:

- ✓ Contract Plans, 22x34 and 11x17 PDF, 22x34 Mylar hard copy
- ✓ Electronic AutoCAD/MicroStation files in either .dwg or .dgn format
- ✓ Project Specifications, 8½x11 PDF, MS Word format and 8½ x 11 media bound hard copy
- ✓ Engineer's Estimate of Probable cost, PDF and MS Excel Format

The County will make copies of the Contract documents for distribution during project advertisement.

TASK 9: PERMITTING (OPTIONAL TASK)

Task 9.1: Incidental Take Permit (optional task)

This task includes assisting the County with obtaining an Incidental Take Permit (ITP) for impacts on desert tortoise and Mohave ground squirrel from the **Walker Creek Road** Bridge Replacement Project under Section 2081 of the Fish and Game Code, if necessary. The concurrence letter from USFWS determined that the project is not likely to adversely affect desert tortoise and that "incidental take" of the species can be avoided (i.e., no federal incidental take permit is needed). CDFW has indicated that they will make a determination about the project's potential for "incidental take" of both desert tortoise and Mohave ground squirrel upon review of the IS/MND. While unlikely given the scope of the project, limited disturbance, and protection measures included from the USFWS concurrence letter, if CDFW determines that a 2081 ITP is necessary, Panorama will draft the permit application and provide it to the County to review. Panorama will address one round of comments on the permit application and provide the final permit application to the County to submit to CDFW with filing fees.

Panorama will review the draft ITP issued by CDFW and provide one round of comments on permit measures required by CDFW. Panorama will review the final ITP to make sure comments were adequately addressed.

Task 9.2: Walker Creek Road Bridge Permits (optional task)

This bridge replacement may include the placement of materials, such as road materials or a culvert, into a WOS. No federally jurisdictional waters would be impacted. Under the Porter Cologne Water Quality Control Act, the County would need to submit an application for General Waste Discharge Requirements (WDR) for Small Construction, Including Utility, Public Works, and Minor Streambed/Lakebed Alteration Projects (referred to in the County's Request for Proposals as a Section 401 Water Quality Certification), if materials are placed in WOS.

Panorama will coordinate with the Lahontan Regional Water Quality Control Board (Lahontan) to discuss potential project impacts and permitting requirements. If a permit is necessary, Panorama will provide a draft application for comment to the County (to assure language and measures are acceptable), and then



prepare a final application for agency submittal under this task. The County will need to sign and mail the final application with the appropriate fees.

Panorama will review the draft permit issued by Lahontan and provide one round of comments on permit measures required by Lahontan. Panorama will review the final permit to make sure comments were adequately addressed. Following construction, Panorama will prepare a notice of project completion and Permit Revocation Notice to terminate permit coverage. Panorama will address one round of comments on the notices and provide final notices for the County to submit to Lahontan. If permit coverage is not revoked, the County may be required to pay annual permit fees until the permit is revoked.

Assumptions. The Carroll Creek Road Bridge Replacement does not require permits for impacts to wildlife nor Waters of the US or WOS. The Walker Creek Road Bridge Replacement does not require a 1600 permit from CDFW nor permits for impacts to Waters of the US. Panorama will have access to project construction records following construction to facilitate the production of the notice of project completion and Permit Revocation Notice.

Optional Task 9.2 Deliverables:

- ✓ **Optional:** Draft and Final 2081 Incidental Take Permit (from CDFW) application, if needed
- ✓ **Optional:** Draft and Final WDR application
- ✓ **Optional:** Draft and Final Notice of Completion
- ✓ **Optional:** Draft and Final Permit Revocation Notice

TASK 10: GENERAL RIGHT-OF-WAY SERVICES

Task 10.1: General Right of Way Services at Carroll Creek Road

Task 10.1.1: Project Management and Certification

Coordinate with the County and Quincy to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with County and Quincy to complete the Right of Way Certification for County's submittal.

Task 10.1.2: Right of Way Appraisals

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and/or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by Quincy.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:



- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than \$10,000, is uncomplicated, and adequate market data is available the County may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings. An independent appraisal review is not required for the Carroll Creek project.

Task 10.1.3: Right of Way Acquisition

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.
6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
 - a. Go through the *acquisition steps* outlined; plus
 - b. Make up to six attempts to contact the owner (personal call, letter or phone call) in any combination. Contact attempts will be made at least once each week; plus
 - c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining impasse.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.



10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

Task 10.1.4: Title and Escrow Services (optional task)

If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of \$750 per parcel would be added to the budget for the project. A preliminary right-of-way budget estimate can be prepared if required. An optional task that is available is escrow services.

Assumptions:

- Escrow Services, total 1 @ \$750 / per parcel
- Title Report, total 1 @ \$750 / per parcel

Task 10.1.5: Condemnation Support (task not included)

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

Note: The BLM parcel will not require an appraisal report, title report or escrow services. The DWP may require a title report, appraisal and escrow services. These items are placed in the budget as a contingency cost.

Task 10.2: General Right of Way Services at Walker Creek Road

Task 10.2.1: Project Management and Certification

Coordinate with the County and Engineering Consultant to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with County and Engineering Consultant to complete the Right of Way Certification for County's submittal.

Task 10.2.2: Right of Way Appraisals

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and /or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by the principle engineering consultant.



Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than \$10,000, is uncomplicated, and adequate market data is available the City may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings.

Optional Task 10.2.2.1 Right of Way Appraisal Review (optional task)

If required, an independent Appraisal Reviewer will conduct a formal review of each narrative appraisal as required under provisions in the Federal Uniform Act. This activity is not required for valuations performed (Waiver Valuation) that have an opinion of value less than \$10,000 and where the Agency has established that an appraisal is not required.

Task 10.2.3: Right of Way Acquisition

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps, and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.



6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
 - a. Go through the *acquisition steps* outlined; plus
 - b. Make up to six attempts to contact the owner (personal call, letter, or phone call) in any combination. Contact attempts will be made at least once each week; plus
 - c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining *impasse*.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.
10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

Task 10.2.4: Title and Escrow Services (Optional task)

If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of \$750 per parcel would be added to the budget for the project. A preliminary right of way budget estimate can be prepared if required. An optional task that is available is escrow services.

Assumptions:

- Escrow Services, total 5 @ \$750 / per parcel
- Title Report, total 5 @ \$750 / per parcel

Task 10.2.5: Condemnation Support (task not included)

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

Note: The DWP parcel may require a title report, non-complex appraisal, and escrow services. These items are placed in the budget as a contingency cost.

TASK 11: BID SUPPORT

The individuals that were directly involved in the design will be available during the bid period to answer questions, interpret the plans and specifications, prepare addendums (if needed), and provide general

ATTACHMENT B

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018

TO: July 31, 2021

SCHEDULE OF FEES:

The consultant shall be compensated for actual costs plus a fixed fee (12%) at the rates shown in the attached Exhibit 10-H1 Cost Proposal, submitted by Quincy Engineering Inc. of Rancho Cordova, CA, dated June 4, 2018 for the services described in Attachment A to the contract, Scope of Work. These rates and costs identified herein shall constitute full compensation for providing all services labor, equipment, materials and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs described in Attachment A to the contract, Scope of Work, are projected cost estimates of probable costs incurred by the consultant. The total compensation to be provided shall not exceed \$876,903 (eight hundred seventy six thousand, nine hundred and three dollars). If an increase to the estimated projected cost is expected, request for approval of the increase must be made in writing by the Consultant to the County prior to incurring the increase, and approved by the Board of Supervisors. Any increase will be effective by written Amendment to the contract only.

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

Prime Consultant Subconsultant

Consultant **Quincy Engineering, Inc.**

Project Name **Carroll Creek Bridge Replacement BRLO-5948(074)**

Project No. **BRLO-5948(074)** Contract No. **BRLO-5948(074)** Date **6/4/2018**

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	\$70-\$105	0.0	\$ 86.00	\$ -
Principal Eng. *	James Foster	JF	\$70-\$105	113.0	\$ 86.00	\$ 9,718.00
Senior Eng. *	Robert Ferguson	RF	\$49-\$79	275.0	\$ 56.80	\$ 15,620.00
Assoc Eng.	Juan Cruz	JCr	\$32-\$63	180.0	\$ 46.10	\$ 8,298.00
Senior Eng.	Mike Sanchez	MS	\$49-\$79	146.0	\$ 65.00	\$ 9,490.00
Assist Eng. II	Carlos Silva	CS	\$32-\$55	277.0	\$ 51.30	\$ 14,210.10
Assoc Eng.	Lacey Smith	LSm	\$32-\$63	172.0	\$ 55.10	\$ 9,477.20
Assoc Eng.	Ariana Castillo	Aca	\$32-\$63	74.0	\$ 44.10	\$ 3,263.40
CAD Manager	Bob Maechler	BM	\$34-\$56	299.0	\$ 47.10	\$ 14,082.90
Survey Mgr	Jim Thornton	JT	\$37-\$67	25.0	\$ 55.00	\$ 1,375.00
Survey Tech	Alfonso Dabu	AD	\$29-\$47	58.0	\$ 41.00	\$ 2,378.00
Assoc Eng.	Ryan Kotey	RK	\$32-\$63	32.0	\$ 46.10	\$ 1,475.20
Survey Chief of Party **	Survey Chief of Party	SCoP	\$37-\$67	60.0	\$ 46.71	\$ 2,802.60
Rodman **	Survey Chainman / Rodman	SCR	\$29-\$47	60.0	\$ 43.63	\$ 2,617.80
Assist Eng. I	Chris Brazil	CB	\$26-\$46	12.0	\$ 30.80	\$ 369.60
Senior PM	Carolyn Davis	CD	\$55-\$95	17.0	\$ 71.80	\$ 1,220.60
				1800.0		\$ 96,398.40

LABOR COSTS

a) Subtotal Direct Labor Costs \$96,398.40
 b) Estimated Salary Increases for Multi-Year Project \$1,201.80 (see calculation page attached)
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$97,600.20

INDIRECT COSTS

d) Fringe Benefits (Rate: 45.95%):
 f) Overhead (Rate: 123.84%):
 h) General Administration (Rate: 0.0%):
 e) Total Fringe Benefits [(c) x (d)] \$44,847.29
 g) Overhead [(c) x (f)] \$120,868.09
 i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$165,715.38

FIXED FEE

k) Fixed Fee (12.0%): **l) TOTAL FIXED FEE [(c) + (j)] x (k) \$31,597.87**

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	1600 miles @	\$0.545	\$872.00
Pier Diem/ Hotel	5 days @	\$150.00	\$750.00
Delivery	0 @	\$20.00	\$0.00
Vendor Reproduction			
	Mylar 39 @	\$55.00	\$2,145.00
	8 1/2 X 11 Reproduction @		\$0.00
	11 X 17 Reproduction @		\$0.00
	Mounting Boards for Presentations @		\$0.00
	Newsletters (Translation and printing) @		\$0.00
	<u>Subtotal Vendor Reproduction</u>		<u>\$2,145.00</u>
Title Report	0 @	\$0.00	\$0.00
Prevailing Wage Differential			<u>\$2,277.38</u>
m) TOTAL OTHER DIRECT COSTS			\$6,044.38

n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)
 Panorama \$58,825.59
 WRECO \$23,846.00
 Kleinfelder \$8,219.74
 Bender-Rosenthal \$18,055.00
\$108,946.33

o) TOTAL COST [(c) + (j) + (l) + (m) + (n)] \$409,904.16

NOTES:

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
- Optional Tasks not included

EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc.

Contract No. BRLO-5948(074)

Date 6/4/2018

Carroll Creek Bridge Replacement BRLO-5948(074)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 96,398.40	1800	=	\$53.55	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Proposed Escalation =	5.0%		
	Avg Hourly Rate	Proposed Escalation		
Year 1	\$53.55	+ 2.5%	=	\$54.89
Year 2	\$54.89	+ 5.0%	=	\$57.63
Year 3	\$57.63	+ 5.0%	=	\$60.51
Year 4	\$60.51	+ 5.0%	=	\$63.54
Year 5	\$63.54	+ 5.0%	=	\$66.72
				Year 1 Avg Hourly Rate
				Year 2 Avg Hourly Rate
				Year 3 Avg Hourly Rate
				Year 4 Avg Hourly Rate
				Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	50.00%	*	1800.0	=	900.0	Estimated Hours Year 1
Year 2	50.00%	*	1800.0	=	900.0	Estimated Hours Year 2
Year 3	0.00%	*	1800.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1800.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1800.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1800.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$53.55	*	900	=	\$48,199.20	Estimated Hours Year 1
Year 2	\$54.89	*	900	=	\$49,401.00	Estimated Hours Year 2
Year 3	\$57.63	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$60.51	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.54	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$97,600.20	
	Direct Labor Subtotal before Escalation			=	\$96,398.40	
	Estimated total of Direct Labor Salary Increase			=	\$1,201.80	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Cost Proposal

Project Name: Carroll Creek Bridge Replacement BRL0-5848(074)																								
TASKS		Principal Eng.	Principal Eng	Senior Eng.	Assoc Eng.	Senior Eng.	Assoc Eng.	Assoc Eng.	CAD Manager	Survey Mgr	Survey Tech	Assoc Eng.	Survey Chief of Party**	Survey Chairman / Rodman**	Assist Eng I	Senior PM	Quincy Total Hours	Quincy NLF Budget	Pararama	WRECO	Kleinfeider	Bender-Rosenthal	Subcontractant Subtotal	
No.	Initial Hourly Rate	JQ	JF	RF	JCF	MS	CS	LSTM	Asa	BM	JT	AD	RK	SCoP	SCR	CD								
	200.00	180.00	180.00	150.00	140.10	150.00	151.30	105.10	144.10	147.10	155.00	141.00	148.10	143.00	130.00	171.00								
1	Project Management																0.0	\$0					\$0	
	Task 1.1 Project Management																						\$0	
	Schedule Updates (14)	8.0															8.0	\$2,079					\$0	
	Invoices and Progress Reports (14)	8.0															8.0	\$2,079					\$0	
	CRBPF Forms 6A-6D, 7A-7D (1 each)	3.0	2.0														5.0	\$1,123					\$0	
	Task 1.2 Project Review Meetings																						\$0	
	In-person meetings (1)	9.0	9.0														18.0	\$3,883					\$0	
	PDT Teleconferences (10)	6.0	6.0														12.0	\$2,589					\$0	
	Meeting Agendas & Summaries (14)	8.0	8.0														16.0	\$3,452					\$0	
	Task 1.3 Update Rights of Entry (4)	2.0	7.0														9.0	\$1,721					\$0	
	Environmental Documentation																						\$53,776	
	Task 2.1 Project coordination	2.0	8.0														10.0	\$1,893					\$0	
	Task 2.2 Biological Assessment	1.0	4.0														5.0	\$946					\$0	
	Task 2.3 Environmental Documents (Optional)	2.0	6.0														10.0	\$1,893					\$0	
	Task 2.4 Biological Surveys																0.0	\$0	\$5,050				\$5,050	
	3 Geotechnical Investigation																0.0	\$0					\$0	
	Task 3.1 Geotechnical Investigations (Carroll)	1.0	4.0														5.0	\$946		\$8,220			\$8,220	
	Task 3.2 Geotechnical Investigations (Walker)																0.0	\$0					\$0	
	Task 3.3 Test Borings (Walker) (Optional)																0.0	\$0					\$0	
	4 Hydraulic Studies																0.0	\$0	\$23,846				\$23,846	
	Task 4.1 Project Management and Meetings																0.0	\$0					\$0	
	Task 4.2 Data review																0.0	\$0					\$0	
	Task 4.3 Hydraulic Analysis																0.0	\$0					\$0	
	Task 4.4 Hydraulic Assessment	2.0															2.0	\$343					\$0	
	Task 4.5 Location Hydraulic Study	2.0															2.0	\$343					\$0	
	Task 4.6 Scour Analysis and Countermeasures	2.0															2.0	\$343					\$0	
	Task 4.7 Culvert Analysis and RSP					2.0											2.0	\$393					\$0	
	Task 4.8 Addressing Construction Impacts	1.0		2.0													3.0	\$564					\$0	
	Task 4.9 Bridge Design Hydraulic study																0.0	\$0					\$0	
	5 Preliminary Engineering																0.0	\$0					\$0	
	Task 5.1 Supplemental Topographic Surveys																0.0	\$0					\$0	
	Task 5.2 Design Verification with LADWP																0.0	\$0					\$0	
	Task 5.3 - Final Project Report	4.0	18.0	8.0													25.0	\$5,357					\$0	
	6 Right of Way Engineering																0.0	\$0					\$0	
	Task 6.1 Boundary Surveying	1.0	4.0														5.0	\$946		\$8,220			\$8,220	
	Task 6.2 Alignment Staking (Optional)	1.0	4.0														4.0	\$5,732					\$0	
	Task 6.3 Right of Way Plats and Legal Descriptions	1.0	4.0														4.0	\$5,829					\$0	
	Task 6.4 Record of Survey (Optional)	1.0	4.0														5.0	\$946					\$0	
	Task 6.5 Plan Preparation (37 sheets)	3.0	14.0	4.0	2.0	14.0	4.0	2.0	224.0								339.0	\$50,173					\$0	
	Task 6.6 65% Plan Submission	2.0	4.0	4.0					16.0								28.0	\$4,289					\$0	
	Task 6.7 Draft PS&E (65% PS&E)																0.0	\$0					\$0	
	Task 6.8.1 Independent Check	2.0	8.0	96.0				55.0	42.0	14.0							120.0	\$18,462					\$0	
	Task 6.8.2 Specifications	2.0	14.0	7.0				72.0									95.0	\$16,285					\$0	
	Task 6.8.3 Construction Quantities and Estimate	1.0	4.0					12.0									17.0	\$2,944.29					\$0	
	Task 6.8.4 Quality Control and Consistency Review	3.0	6.0	6.0	3.0	3.0	3.0	32.0	32.0								143.0	\$21,998					\$0	
	Task 6.8.5 Submit of 65% PS&E	1.0	3.0	3.0													3.0	\$6,191					\$0	
	Task 6.8.6 65% Plan Submission	2.0	4.0	4.0				8.0	8.0								16.0	\$3,130					\$0	
	Task 6.9 Submittal of 100% PS&E																0.0	\$0					\$0	
	Task 6.9.1 - Incidental Take Permit	0.0	0.0														0.0	\$0					\$0	
	Task 6.9.2 Section 401 (Walker)	0.0	0.0														0.0	\$0					\$0	
	7 Permits (Optional) (None for Carroll)																0.0	\$0					\$0	
	8 Right of Way Appraisal and Acquisition																0.0	\$0					\$0	
	Task 8.1.1 General RW Services	1.0	4.0														5.0	\$546			\$4,805		\$4,805	
	Task 8.1.1.1 Project Management and Certification																5.0	\$546					\$0	
	Task 8.1.2 RW Appraisals	1.0	4.0														5.0	\$546					\$0	
	Task 8.1.3 RW Acquisition																0.0	\$0					\$0	
	Task 8.1.4 Title and Easement Services (Optional)																0.0	\$0					\$0	
	Task 8.1.5 Administrative Support (Optional)																0.0	\$0					\$0	
	9 Bid Support	2.0	8.0	8.0													18.0	\$3,464					\$0	
	10 Construction Support (Optional)																0.0	\$0					\$0	
	Task 10.1 Construction Staking Information	1.0	3.0	3.0	19.0												26.0	\$4,309.17					\$0	
	Task 10.2 Construction Engineering Support	6.0	19.0	10.0													35.0	\$6,784.20					\$0	
	Task 10.2.1 Submittal Review	2.0	24.0	12.0													38.0	\$6,985.72					\$0	
	Task 10.2.2 Precast Source Inspection	1.0	10.0	10.0													21.0	\$3,369.14					\$0	
	11 Prepare Record Drawings																21.0	\$3,474					\$0	
	Subtotal - Hours	0	113.0	275.0	180.0	148.0	277.0	172.0	74.0	299.0	25.0	58.0	32.0	60.0	60.0	12.0	1800.0	\$291,282.03					\$0	
	Estimated Salary Increases for Multi-Year Project																	\$6,634.42					\$0	
	Other Direct Costs																	\$500,958		\$58,326	\$23,846	\$6,220	\$18,055	
	Total Cost	\$0	\$5,718	\$15,920	\$9,490	\$9,226	\$14,210	\$9,477	\$3,263	\$14,083	\$1,375	\$2,378	\$1,475	\$2,801	\$2,678	\$370	\$95,398	\$58,326	\$23,846	\$6,220	\$18,055	\$108,848	OK	

Note: Invoices will be based upon actual OE hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subcontractant and Direct Costs will be billed at actual cost. The overhead rate (OCR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing. Optional Tasks not included.



Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee Contracts

Prime Consultant Subconsultant

Consultant **Quincy Engineering, Inc.**
 Project Name Walker Creek Bridge Replacement BRLO-5948(076)
 Project No. BRLO-5948(076) Contract No. BRLO-5948(076) Date 6/4/2018

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	\$70-\$105	0	\$ 86.00	\$ -
Principal Eng. *	James Foster	JF	\$70-\$105	117	\$ 86.00	\$ 10,062.00
Senior Eng. *	Robert Ferguson	RF	\$49-\$79	286	\$ 56.80	\$ 16,244.80
Assoc Eng.	Juan Cruz	JCr	\$32-\$63	180	\$ 46.10	\$ 8,298.00
Senior Eng.	Mike Sanchez	MS	\$49-\$79	146	\$ 65.00	\$ 9,490.00
Assist Eng. II	Carlos Silva	CS	\$32-\$55	293	\$ 51.30	\$ 15,030.90
Assoc Eng.	Lacey Smith	LSm	\$32-\$63	172	\$ 55.10	\$ 9,477.20
Assoc Eng.	Ariana Castillo	Aca	\$32-\$63	74	\$ 44.10	\$ 3,263.40
CAD Manager	Bob Maechler	BM	\$34-\$56	299	\$ 47.10	\$ 14,082.90
Survey Mgr	Jim Thornton	JT	\$37-\$67	31	\$ 55.00	\$ 1,705.00
Survey Tech	Alfonso Dabu	AD	\$29-\$47	89	\$ 41.00	\$ 3,649.00
Assoc Eng.	Ryan Kotey	RK	\$32-\$63	44	\$ 46.10	\$ 2,028.40
Survey Chief of Party **	Survey Chief of Party	SCoP	\$37-\$67	71	\$ 46.71	\$ 3,316.41
Rodman **	Survey Chainman / Rodm	SCR	\$29-\$47	60	\$ 43.63	\$ 2,617.80
Assist Eng. I	Chris Brazil	CB	\$26-\$46	8	\$ 30.80	\$ 246.40
Senior PM	Carolyn Davis	CD	\$55-\$95	17	\$ 71.80	\$ 1,220.60
				1887		\$ 100,732.81

LABOR COSTS

a) Subtotal Direct Labor Costs \$100,732.81
 b) Estimated Salary Increases for Multi-Year Project \$1,261.92 (see calculation page attached)
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$101,994.73

INDIRECT COSTS

d) Fringe Benefits (Rate: 45.95%):
 f) Overhead (Rate: 123.84%):
 h) General Administration (Rate: 0.0%):
 e) Total Fringe Benefits [(c) x (d)] \$46,866.58
 g) Overhead [(c) x (f)] \$126,310.27
 i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$173,176.84

FIXED FEE

k) Fixed Fee (12.0%):
l) TOTAL FIXED FEE [(c) + (j)] x (k) \$33,020.59

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	1600 miles @	\$0.545	\$872.00
Pier Diem/ Hotel	5 days @	\$150.00	\$750.00
Delivery	0 @	\$20.00	\$0.00
Vendor Reproduction			
	Mylar 39 @	\$55.00	\$2,145.00
	8 1/2 X 11 Reproduction @		\$0.00
	11 X 17 Reproduction @		\$0.00
	Mounting Boards for Presentations @		\$0.00
	Newsletters (Translation and printing) @		\$0.00
	Subtotal Vendor Reproduction		\$2,145.00
Title Report	0 @	\$0.00	\$0.00
Prevailing Wage Differential			<u>\$2,694.90</u>
m) TOTAL OTHER DIRECT COSTS			\$6,461.90

n) SUBCONSULTANT COSTS (attach detailed cost proposal for each subconsultant)

Panorama (DBE)	\$33,657.12
WRECO (DBE)	\$25,383.00
Kleinfelder	\$29,054.68
Bender-Rosenthal	\$64,250.00
	<u>\$152,344.80</u>

o) TOTAL COST [(c) + (j) + (l) + (m) + (n)] \$466,998.86

NOTES:

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
- Optional Tasks not included

EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No. BRLO-5948(076)
Walker Creek Bridge Replacement BRLO-5948(076)

Date 6/4/2018

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 100,732.81	1887	=	\$53.38	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Proposed Escalation =	5.0%			
	Avg Hourly Rate	Proposed Escalation			
Year 1	\$53.38	+ 2.5%	=	\$54.72	Year 1 Avg Hourly Rate
Year 2	\$54.72	+ 5.0%	=	\$57.46	Year 2 Avg Hourly Rate
Year 3	\$57.46	+ 5.0%	=	\$60.33	Year 3 Avg Hourly Rate
Year 4	\$60.33	+ 5.0%	=	\$63.35	Year 4 Avg Hourly Rate
Year 5	\$63.35	+ 5.0%	=	\$66.52	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	50.00%	*	1887.0	=	943.5	Estimated Hours Year 1
Year 2	50.00%	*	1887.0	=	943.5	Estimated Hours Year 2
Year 3	0.00%	*	1887.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1887.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1887.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1887.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$53.38	*	944	=	\$50,366.41	Estimated Hours Year 1
Year 2	\$54.72	*	944	=	\$51,628.32	Estimated Hours Year 2
Year 3	\$57.46	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$60.33	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.35	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$101,994.73	
	Direct Labor Subtotal before Escalation			=	\$100,732.81	
	Estimated total of Direct Labor Salary Increase			=	\$1,261.92	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Walker Creek - Optional Tasks

Task No.	Description	Company Assigned to	Hours	Cost
3.3	Optional Test Borings at Walker Creek	Kleinfelder	79	\$ 20,834.94
6.2	Alignment Staking	Quincy	40	\$ 6,341.30
6.4	Record of Survey	Quincy	98	\$ 15,308.46
8.2.2.1	Prepare County Boiler Plate Specifications	Quincy	17	\$ 2,944.29
9.1	Incidental Take Permit	Quincy	5	\$ 946.38
		Panorama Environmental	45	\$ 5,795.51
9.2	Walker Creek Road Permits	Quincy	5	\$ 946.38
		Panorama Environmental	41	\$ 5,193.48
10.2.2.1	Right of Way Appraisal Review	Bender Rosenthal	-	\$ 6,000.00
10.2.4	Title and Escrow Services	Bender Rosenthal	-	\$ 7,500.00
10.2.5	Condemnation Support (Hourly Billing)	Bender Rosenthal	-	\$ -
12	Construction Support	Quincy	119	\$ 21,458.23
Total			449	\$ 93,268.97

Carroll Creek - Optional Tasks

Task No.	Description	Company Assigned to	Hours	Cost
2.4	Biological Surveys	Panorama Environmental	39	\$ 5,049.69
6.2	Alignment Staking	Quincy	40	\$ 6,341.30
6.4	Record of Survey	Quincy	98	\$ 15,308.46
8.2.2.1	Prepare County Boiler Plate Specifications	Quincy	17	\$ 2,944.29
10.1.4	Title and Escrow Services	Bender Rosenthal	-	\$ 1,500.00
10.1.5	Condemnation Support (Hourly Billing)	Bender Rosenthal	-	\$ -
12	Construction Support	Quincy	119	\$ 21,458.23
Total			313	\$ 52,601.97

The costs associated with optional tasks 10.1.5 and 10.2.5 for Bender Rosenthal for Condemnation Support are not included because the effort for this task cannot be readily estimated. However, this optional task is rarely required and presents a low risk of being needed for these projects.

We truly appreciate our past work with the County. Please let us know if additional scope and cost reductions are desired.

Respectfully Submitted,
QUINCY ENGINEERING, INC.



John S. Quincy, PE
 President

ATTACHMENT C

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: July 10, 2018

TO: July 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The consultant shall be compensated at the rates shown in Quincy Engineering, Inc.'s Exhibit 10-H1 Cost Proposal (Attachment B) for Travel and Per Diem expenses.

ATTACHMENT D

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: July 10, 2018

TO: June 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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

ATTACHMENT E

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018

TO: July 31, 2021

FEDERAL FUNDS ADDENDUM

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.
3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
116

FROM: Public works

FOR THE BOARD MEETING OF: JUL 10 2018

SUBJECT: Approve the contract for Engineering and Design Services for North Round Valley Road Bridge over Pine Creek.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- A) Approve the Contract between the County of Inyo and MGE Engineering Inc. of Sacramento, CA for Engineering Services, including bridge and roadway engineering, environmental, hydrological analysis with a not-to-exceed amount of \$447,568.18;
- B) Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

On April 03, 2018, the Public Works Department advertised a Request for Proposals (RFP) for Engineering Services. Two proposals were received on April 25, 2018, and the proposals were scored by three Public Works employees on nine categories (see attached RFP for reference); the combined scores are as follows:

- | | | |
|----|------------------------------------------|---------|
| 1. | MGE Engineering, Inc. of Sacramento, CA | 330/375 |
| 2. | Quincy Engineering of Rancho Cordova, CA | 312/375 |

Both firms were evaluated and it was determined that MGE Engineering Inc. was the best engineering firm for this project. MGE, along with their sub consultants, has the technical experience, local knowledge, and extensive experience providing engineering services for bridge replacement projects to efficiently and cost-effectively deliver the scope of work requested.

The Inyo County Public Works Department would like to enter into a Project Specific Contract (PSC) with MGE Engineering Inc. to carry out Engineering Services, including bridge and roadway engineering, environmental, hydrological and hydraulic analysis for the North Round Valley Road Bridge Replacement. The Public Works Department requires an engineering firm, who will provide all services to complete the preliminary design engineering, specifications, estimates and environmental work for the North Round Valley Road Bridge replacement.

The not-to-exceed amount of \$447,568.18 (four hundred forty seven thousand five hundred sixty - eight dollars and eighteen cents) is MGE's best estimate as to the cost of the required work. If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Consultant to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective by written Amendment to the contract only.

ALTERNATIVES:

Your Board could choose not approve this contract with MGE Engineering Inc., and to begin negotiations with the second choice consultant firm. Your Board could also choose not to enter into a contract for Engineering Services, and not to pursue a PSC with MGE Engineering Inc.; this is not recommended as this would not allow for the construction of a new bridge to replace the existing bride that has been washed away.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the consultant after the contract is awarded
County counsel to review and approve contract documents.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5265 (Professional Services). This project is reimburseable at a rate of 75% by the California Office of Emergency Services. Project costs will be incurred in fiscal year 18/19.

APPROVALS

COUNTY COUNSEL:

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

Approved: yes Date 6/22/18

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

Approved: yes Date 7/2/2018

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: yes Date 7/3/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature] Date: 7/3/18

AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.
FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Engineering and Design services of MGE Engineering, 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 Director of Public Works,
Clint Quilter. 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 10, 2018 to June 30, 2021 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 July 01, 2021 through June 30, 2022
- B. From July 01, 2023 through June 30, 2024

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 Director of Public Works, Clint Quilter. 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 \$ 447,568.18 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$ 447,568.18 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, 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.

Consultant 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:	<u>Public Works</u>	Department
	<u>P.O. Drawer Q</u>	Address
	<u>Independence, CA</u>	City and State

Consultant:	<u>MGE Engineering, Inc.</u>	Name
	<u>7415 Greenhaven Drive, Suite 100</u>	Address
	<u>Sacramento, CA</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.
FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____


Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design SERVICES

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

Print or Type Name

By: _____
Signature

Print or Type Name

Dated: _____


Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND MGE Engineering, Inc.

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCOPE OF WORK:

MGE Engineering, Inc. Of Sacramento, CA will be providing engineering services, including bridge and roadway engineering, environmental, hydrological and hydraulic analysis for the North Round Valley Bridge Replacement. The scope of work is described in detail in the following pages.

Scope of Work

MGE's proposed *Scope of Work* is based upon experience gained in successfully completing bridge replacement and storm damage repair projects funded through State and Federal programs. The proposed work scope contains the elements described in the RFP. Additional services have been identified where warranted. A detailed project schedule is included with the project understanding to provide the requested timeline for completion of the tasks.

TASK 0 PROJECT MANAGEMENT, COORDINATION, AND QUALITY CONTROL

0.1 Communication and Coordination

MGE will maintain frequent contact with the County, stakeholders, and task leaders to keep the lines of communication open and to facilitate and ensure successful project delivery. This will include the following:

- Establishment and implementation of a project document/correspondence management and distribution system to assure that information flows between all parties of the Project as intended.
- Regular communication with the County's Contract Manager using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract.
- Maintenance of a project contact list with names and contact information for all parties involved with the project including users and nearby property owners.
- Development and maintenance of a project document retention system, which will be transferred to the County upon Project completion or contract termination. The system will catalog and retain all significant project correspondence and work products in their native format.

0.2 Meetings

MGE will organize, schedule, and chair meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. MGE will prepare meeting agendas and minutes for all meetings. The agendas will be submitted to the County for review five (5) working days prior to the meeting. The minutes will be distributed to all attendees, non-attendees that were invited, and the County's Contract Manager within five (5) working days after the meeting. The minutes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, action items, and follow-up to action items. The following meetings in addition to the Project Scoping Meeting/Site Visit are anticipated for this project:

0.2.1 Project Development Team (PDT) Meetings

The PDT meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include MGE's Project Manager, consultant task leads as needed, County staff and other stakeholders as necessary. Throughout the anticipated duration of the project design phase, MGE will facilitate and participate in up to six PDT meetings via teleconference.

0.2.2 Technical Coordination Meetings

MGE will coordinate technical issues with the County, Cal OES and others through meetings and correspondence. MGE will prepare for and facilitate up to two technical meetings via teleconference. MGE will also be available to attend and present information at the County's Board of Supervisors meeting if needed. MGE will prepare special exhibits to illustrate the design concept and project limits at the appropriate design stages.

0.2.3 Community/Property Owner Meetings

MGE will participate in meetings organized by the County to present the need for the project, discuss alternatives and obtain input to evaluate alternatives and select a preferred alternative. These are expected to include community meetings and meetings, if necessary, with individual stakeholders and property owners. For community meetings, MGE will prepare handouts, exhibits, and comment forms for participants.

Following this meeting, MGE will prepare a document summarizing comments received along with detailed responses. The comments document will be provided to the County.

Deliverables: Meeting Agendas & Minutes

0.3 Project Schedule

To identify and manage the Project critical path, MGE will prepare a detailed project baseline schedule based on a work breakdown structure that will include all tasks of all parties involved in the Project and will take into account agency staff review time. The schedule will include the following information:

- Task dependencies as predecessors and successors;
- Anticipated task durations with beginning and end dates;
- Critical path with milestones; and
- Responsibility and accountability assignments.

A draft schedule will be submitted to the County for review and comments. MGE will update the schedule quarterly to manage/monitor work progress. After acceptance by the County, the approved schedule will be retained as the baseline. An updated schedule will be provided to the County with monthly Progress Reports.

To keep the completion of the project on schedule, MGE will clearly communicate task durations and deadlines to the project team, obtain buy-in from stakeholders regarding review durations, and keep a strong focus on critical path items. MGE will monitor and update the schedule monthly to track critical tasks and prioritize MGE's work effort to ensure that the key milestones are met.

Deliverables: Base Schedule & Schedule Updates

0.4 Invoices and Progress Reports

MGE will submit a Progress Report with each invoice requesting payment for work to date. The reports will include a narrative on work accomplished during the reporting period; work planned for the next reporting period; information/decisions required to maintain the Project schedule and complete deliverables; problems encountered that may affect the schedule, budget, and anticipated work items; and recommendations to resolve issues, and budget status.

Deliverables: Monthly Invoices & Progress Reports

0.5 Quality Control

MGE will develop a detailed Quality Control Plan (QCP) that assigns responsibility and calls out the procedures to be used to ensure that all deliverables (including drafts) are complete and accurate, including but not limited to, ensuring that design calculations are independently checked and that exhibits and plans are checked, corrected and back-checked. MGE will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with the scope of work and applicable standards. Transmittals for all deliverables will include the name(s) and contact information of the person(s) involved in ensuring quality deliverables.

A quality control/constructability field review will be undertaken by senior MGE staff using the 90% PS&E submittal package. Upon completion of the review, any required adjustments/edits will be incorporated into the Final Design along with addressing the comments received from the County on their review of the 90% PS&E submittal package. Results of the field review and corrective action taken will be documented in a brief report which will be provided to the County.

Deliverables: Quality Control Plan

0.6 Submittals

All submittals of documents by MGE to the County for review and comment/approval will include six hard copies, a compact disc or DVD which contains an electronic copy of the document in .pdf format. The text of the document will also be provided electronically in Microsoft Word or Excel format as appropriate.

MGE will provide the County a copy of all correspondence to and from other agencies or organizations regarding the project. MGE will copy the County on all correspondence to agencies, companies, or individuals. No correspondence or communication with agencies, companies, or individuals will be instigated by MGE or subconsultants without prior authorization by the County.

Plans submitted by MGE for County review and comment/approval will be plotted or printed on 22" x 34" sheets and all scales shall be graphical. Final plan submittals will be provided on 22" by 34" mylar sheets. Each final plan sheet will be stamped and signed by the responsible professional engineer. Construction drawings will be prepared "true scale" to facilitate their use for construction staking. Coordinate systems of all digital data for plans and drawings will be based on the coordinates/bearings used in the survey control. A compact disc or DVD including the plans in .pdf format shall be provided with each plan set. Final plan set submittals will also include the AutoCAD drawing files on compact disk or DVD.

TASK 1 PRELIMINARY ENGINEERING STUDIES AND REPORTS

1.1 Project Scoping Meeting/Site Visit

MGE, together with selected subconsultants, will attend and prepare minutes of an initial scoping meeting with the County staff, Cal OES representatives, and others as appropriate. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. This initial meeting will help to ensure that everyone on the project team is on the same page and functioning with the same understanding regarding project delivery and execution. Included as part of the scoping meeting will be a site visit to discuss the alternatives identified in the Inspection Memorandum prepared for the project, and identify constraints that need to be considered in the selection and development of the preferred alternative for the project.

Deliverables: Meeting Agenda & Minutes

1.2 Surveys and Mapping

R.O. Anderson Engineering will be responsible for data collection, mapping, and surveying necessary for preliminary engineering, design, cost estimates, and right-of-way locations. Specifically, the topographic survey will include controls for reestablishing the roadway outside construction limits; approach of 300-400' at each end of the roadway; and channel cross sections up and down stream, extending 300-400' above and below the bridge and from one edge of the floodplain to the other. Research will be conducted to identify limits of existing ROW and any additional ROW needs as well as existing easements and ownership of adjacent properties. Services will also include legal descriptions for temporary easements for construction staging areas.

1.3 Hydrology/Hydraulics

MGE with support from Avila & Associates will complete the needed studies and analyses, and prepare the Bridge Design Hydraulic Study Report.

1.3.1 Data Review and Coordination

A review of available data, including previous studies provided by the County, will be completed by the Project Team. Key information to review will be the available hydrologic, hydraulic, and operational data for Pine Creek, Caltrans Bridge Inspection Reports, and County maintenance records.

1.3.2 Field Reconnaissance

A field reconnaissance will be conducted to assess the existing conditions in the vicinity of the Project. The field reconnaissance will be conducted on the day of the project scoping meeting.

1.3.3 Hydrologic Analysis

Preliminary research of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) showed that the project is located within a Zone A floodway. The Project Team will coordinate with the County and US Bureau of Reclamation to confirm the design flows at the Project site.

1.3.4 Hydraulic Analysis

A hydraulic analysis will be completed to determine design flow characteristics for the existing condition and the proposed bridge. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. MGE and Avila will coordinate with the Project Team to obtain the surveyed channel cross sections for building the hydraulic models. The proposed bridge should be designed to meet Federal Highway Administration and the County's freeboard requirements.

1.3.5 Bridge Location Hydraulic Study

A Bridge Location Hydraulic Study will be completed to provide a floodplain risk assessment for the bridge. The Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

Deliverables: Bridge Location Hydraulic Study Memo (Draft and Final – 2 hard copies and PDF file)

1.3.6 Scour Analysis

A bridge scour analyses will be completed to determine the scour potential per the methodology specified in the Federal Highway Administration's HEC-18 and HEC-23 Manuals. Results of the analysis will include recommendations on the need for scour countermeasures.

1.3.7 Bridge Design Hydraulic Study Report

A Bridge Design Hydraulic Study Report will be prepared to summarize the recommendations and results from the hydraulic and scour analyses. The report will include all the detailed hydraulic model outputs and results from the scour analysis.

Deliverables: Bridge Design Hydraulic Study Report (Draft and Final – 2 hard copies and PDF file)

1.4 Geotechnical/Foundation Investigation

The general project area is mapped as Quaternary alluvium deposits. Based on past performance of the channel and existing bridge, scour will pose a significant geotechnical risk to foundations. No known faults cross the project site; however, the area has the potential for high design seismic accelerations. If relatively shallow groundwater is encountered, liquefaction and seismically induced settlement may pose a potential geotechnical risk. Additionally, when liquefaction occurs on sloping ground, or adjacent to a free face (such as canal or river bank), it can cause the overlying soil to shift or spread toward the free face (lateral spreading).

1.4.1 Preliminary Foundation Report (PFR)

Kleinfelder will prepare a PFR for the site to assist in the conceptual planning, type selection, and preliminary engineering process. Log of Test Borings for the existing bridge along with published geologic maps, preliminary project data and site review/reconnaissance will be utilized in the development of the PFR.

Pre-field Activities

- Obtain an encroachment permit from Inyo County.
- Obtain a Test Well Permit from Inyo County Environmental Health
- Perform site reconnaissance to review project limits, evaluate potential access issues, and mark the exploratory boring locations for required USA utility clearance.
- Retain the services of a California licensed drilling subcontractor to perform the exploratory borings, utilizing hollow stem auger, rotary wash, impact hammer, and rock coring techniques.

Field Exploration Program

- Perform exploratory borings at each bridge support. Exploration depths are anticipated to extend to depth of about 70 feet, depending on foundation material type and consistency.
- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.
- The borings will be backfilled with excavated soil cuttings upon completion.

Laboratory Testing Program

- Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Typical tests include:
- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Modified Proctor, ASTM D1557
- Direct shear strength, ASTM D3080
- Grain-size distribution without hydrometer, ASTM D422
- Resistance Value, California Test Method No. 301
- Soluble sulphate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

1.4.2 Engineering Analysis and Report Preparation

After the field and laboratory phases are complete and based on engineering evaluation and analysis of field and laboratory data, a PFR will be prepared, followed by a final Foundation Report (FR) once all review comments have been received. Both reports will follow basic Caltrans LRFD guidelines and the revised Caltrans Foundation Report Preparation for Bridge Foundations (2009). The PFR will provide comments to assist in type selection and preliminary design. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the reports:

- A description of the proposed project
- Discussion of the field and laboratory testing programs
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7
- Foundation recommendations will consider effects of erosion, scour, and degradation from the project hydraulic analysis
- Recommended gross and net permissible contact stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations, if appropriate
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), if appropriate
- Recommended design and specified tip elevations for pile foundations, if appropriate.
- Recommendations for design of laterally loaded piles, if appropriate
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls
- Comments on the corrosion potential of foundation soil

Deliverables: Preliminary & Final Foundation Reports (2 hard copies and PDF file)

1.5 Preliminary Engineering Studies

MGE will complete preliminary bridge and roadway engineering based upon recommendations included in the Inspection Memorandum prepared for the project. The results will be incorporated into a Bridge Type Selection Report. The Report will include a General Plan sheet for the recommended bridge alternative, roadway Layout and Profile sheets. Also included will be an Engineer's preliminary construction cost estimate, evaluation of alternatives, and a recommended alternative. A draft of the Report will be submitted for review and approval by the County. The approved Report will be the basis for the environmental review and final design.

1.5.1 Type Selection Report

Type Selection Report completion will include, but not be limited, to the following:

- **Alternative Development** - MGE will evaluate multiple alternative bridge configurations/types including associated approach roadway alignment/profile and estimated construction cost for each alternative.
- **Environmental Constraints Analysis** - An environmental constraints analysis will be prepared for each alternative under consideration.
- **Draft Type Selection Report** - MGE will complete a draft Type Selection Report to present design and construction considerations, and bridge alternatives with construction costs to facilitate selection of a preferred project for design and construction. The draft Preliminary Report will include:

General description of the project	Roadway geometry and typical section
Traffic Control	Approach roadways
Right-of-Way (permanent and temporary easements)	Drainage
Utilities	Design Exceptions
Hydraulics requirements	Geotechnical requirements
Construction access	Aesthetic requirements
Bridge railings	Environmental (including fisheries) requirements
Bridge and alignment alternatives, associated costs, and advantages	Project recommendations
Appendices including: Bridge Advance Planning Studies, Alternative Cost Estimates, Photographs, draft Preliminary Foundation Report, draft Bridge Design Hydraulic Study Report, and draft Location Hydraulic Study.	

The draft report will also include an analysis of the programmed funding in comparison to the anticipated costs of the Project and, if necessary, provide a discussion of means to justify the need for and to request additional funding.

MGE will submit the draft Report to the County for review and comment on the selection of a preferred alternative.

- **Final Type Selection Report** - MGE will prepare a final Report that includes the incorporation and/or resolution of all County comments on the draft Report.

Deliverables: Draft & Final Type Selection Reports (2 hard copies and PDF file)

1.6 Field Review/Early Coordination Meeting

MGE will participate with the County in a Field Review/Early Coordination Meeting with Cal OES and other stakeholders as appropriate. Participants from the MGE team will include the Project Manager, and key engineering members of the team. Prior to the meeting MGE will prepare appropriate exhibits and handouts. Should a preferred alternative remain to be selected, an exhibit will be prepared showing the alternatives under consideration.

Deliverables: Meeting Agenda & Minutes

TASK 2 ENVIRONMENTAL AND REGULATORY PERMITS

2.1 Prepare Project Description and Identify Project Site Limits

Working with the project team, GEI will accomplish the following activities:

- Define project objectives.
- Provide background statement for a finding of exemption.
- Develop project description/site limits map (i.e., Area of Potential Effect).

GEI will coordinate with MGE to prepare a project description for use in the CEQA notice of exemption and for any regulatory permit applications required for the project. Preliminary site plans and conceptual design drawings will be incorporated into the project description to the extent they are available. In addition to describing the design features of the proposed replacement structure, the project description will identify construction timing, equipment needs, and staging area locations. A brief background and a statement of reason supporting the County's notice of exemption will also be prepared.

Using design details in a CAD (or similar) format, GEI will prepare a site limits or Area of Potential Effect (APE) map that identifies key project features (such as staging areas, scour measure locations, etc.). The site limits or APE map will be used to prepare the Section 106 Technical Report and the Biological Resources Memo necessary to complete the regulatory permit applications (see **Task 2.3** below).

Project Coordination, Project Development Team Meetings, QA/QC, and Public Hearing

In addition to a project kick-off/site visit at the County, our scope includes participation at 3 project development team meetings, and a public meeting or Board of Supervisor meeting to address the environmental impacts of the proposed project.

Public Workshop: While not required, GEI staff are available to participate in an optional public workshop to present/discuss the potential environmental impacts of the proposed project with the community. The workshop would be at a location selected by the County/project team. GEI would also be available to provide presentation graphics for the workshop.

Deliverables

- Project Description (and supporting graphics), draft and final: one (1) PDF/Word version file.
- Background Statement, draft and final: 1 PDF/Word file.
- Site Limits (APE Map), draft and final: 1 PDF/Word file.

2.2 Prepare CEQA Notice of Exemption

Inyo County Board of Supervisors Resolution #2017-15 proclaimed the existence of a local emergency resulting from the run-off potential of near-record snowpack in the Eastern Sierra. With this intent and the subsequent Governor's Proclamation (dated October 27, 2017), the proposed project meets the Statutory Exemption requirements consistent with CEQA Guidelines 15269, as an emergency project. As a statutory exemption, the proposed project is excluded from CEQA consideration as defined by the State Legislature; however, the project must still comply with other state, local or federal laws that may be applicable to the proposed project.

GEI will prepare the notice of exemption using the project description and background statement prepared under **Task 2.1**. The notice will include a finding of the project's exemption, citations to the applicable exemption under CEQA, and a brief statement of reasons supporting the finding of exemption. While not required, the CEQA initial study checklist will also be used to identify the potential for any environmental impacts resulting from the project.

AB 52 Consultation: In preparing the cultural resources technical memo, a GEI tribal specialist will contact the Native American Heritage Commission (NAHC) and conduct initial coordination activities (i.e. file review and letters to tribal contacts), after consulting County staff. Based on the outcomes of this initial outreach, GEI is available to assist the County with any additional tribal coordination consistent with AB 52 compliance.

Deliverables

- Statutory Exemption Memo, draft and final: 1 PDF/Word file.
- Initial Study Checklist, draft and final: 1 PDF/Word file.
- AB 52 Coordination.

2.3 Prepare and Submit Regulatory Permits

Task 2.3-1: Prepare Section 106 Technical Report

Before the field surveys are conducted, existing documentation pertinent to cultural resources within the project area will be reviewed. GEI will conduct a records search for the project area. A GEI architectural historian and a GEI archaeologist will review previously completed environmental documents to establish the extent to which any previous work was conducted within the proposed project area. A limited desktop geoarchaeological study will be included as part of the background research conducted for the project.

review of previous archaeological survey and excavation reports, archaeological site records and formal property listings on file at the Eastern Information Center (EIC) of the California Historical Resources Information System. The collection of existing information on archaeological surveys, excavations and site records and mapped historical data for the project area (and a one-half mile radius) may be supplemented with additional research.

GEI will initiate contact with the Native American Heritage Commission (NAHC), to request a search of the Sacred Lands Files and a list of suitable Native American tribal representatives from the region. GEI will contact each individual/group on the list with a letter and follow-up phone calls to solicit any information or concerns that they might have regarding the project area. Similarly, GEI will contact any appropriate historical societies with knowledge of the area.

GEI's archaeological team, which includes Registered Professional Archeologists (RPAs) who meet the SOI's Professional Qualifications Standards, will conduct a pedestrian survey of areas of ground-disturbance, proposed parking areas, and staging areas.

Within 1 week of completing the archaeological survey, our archaeologists will prepare a brief email detailing the results of the archaeological survey.

A cultural resources survey technical report, combining archaeology and architectural resources, will be prepared under the supervision of a senior archaeologist who meets the SOI Professional Qualifications Standards. The technical report will include a statement of findings and management recommendations for any identified historic resources and the need for monitoring during ground-disturbing activities.

Deliverables & Assumptions

- Email of archaeological survey results.
- Draft Cultural Resources Survey Technical Report: 1 PDF/Word file.
- Final Cultural Resources Survey Technical Report 1 PDF/Word file.
- Field crew will consist of two archaeologists.
- Survey area will be less than 8 acres and will take one day complete.
- No archaeological resources or other significant resources will be identified in the project area.

- Evaluation of the built-environment resources is not anticipated for this project and therefore not included in this scope of work.

Task 2.3-2: Prepare Biological Resources Technical Memo

GEI biologists will review the U.S. Fish and Wildlife Service species list and California Natural Diversity Database, as well as previous environmental reports in the project vicinity (if any) for information on potential occurrence of special-status species in the project area; existing National Wetland Inventory maps; topographic maps and aerial photographs; and soils information (soil survey soil types in Geographic Information System (GIS) format). Following the literature review, a biological resources reconnaissance survey will be conducted. The survey will consist of a one-day site visit to assess and map habitats in the project area and look for special-status species that may be present. Habitat data will be recorded in the field using GPS and will be mapped using GIS for further analysis and planning. The results of the biological resources survey and literature review will be included in a technical memorandum that will be used to support environmental permit applications.

Deliverables & Assumptions

- Biological Resources Technical Memorandum, draft and final: 1 PDF/Word file.
- After preliminary review of literature and databases on potential occurrence of special-status species in the project area, it is assumed that the project area does not support habitat for federally-listed species. Therefore, biological resources permitting under Section 7 of the Endangered Species Act is not included in the scope of work.
- Field crew will consist of two biologists.
- Survey area will be less than 8 acres and will take one day to complete.

Task 2.3-1: Prepare Wetland Delineation Report

The proposed project activities are anticipated to affect Pine Creek, which is a potential water of the United States subject to regulation under Sections 404 and 401 of the Clean Water Act (CWA) and a water of the State subject to regulation under the Porter-Cologne Water Quality Act. Additional features (e.g., seasonal wetlands, riparian habitat, etc.) that may also be subject to regulation have the potential to occur within the project area and may be affected by project activities. To support planning and permitting of project activities, GEI will conduct a wetland delineation to determine the presence and limits of jurisdictional features (waters of the United States and waters of the State).

GEI will conduct a wetland delineation along Pine Creek consisting of an area 100 feet north and south of the existing bridge and 200 feet upstream and downstream of the bridge. GEI will complete the delineation and prepare a draft and final Wetland Delineation Report for the project, which will include a wetland map showing the exact extent and location of all potentially jurisdictional waters of the United States. This map will be prepared in accordance with U.S. Army Corps of Engineers (USACE) (1987) multi-parameter methodology and 2008 Regional Supplement for the Arid West requirements. The preferred base map for this effort is a recent aerial photograph (minimum scale of 1 inch = 200 feet). The Wetland Delineation Report would also summarize the delineation methodology, existing site conditions, and findings.

Following review of the Wetland Delineation Report by the County, it will be submitted to USACE as part of the CWA Section 404 permit application (see Task 2). If necessary, a GEI wetland biologist will attend a field verification with USACE and make one update to the Wetland Delineation Report based on USACE comments. It is assumed that USACE will issue a preliminary jurisdictional determination based on the Wetland Delineation Report as part of the issued permit process.

Deliverables

- Wetland Delineation Report, draft and final: 1 PDF/Word file and 1 paper copy.

The deliverable will be provided to the County electronically and one hardcopy of the final report will be submitted to USACE.

Task 2.3-2: USACE Clean Water Act Section 404 Nationwide Permit Package

It is assumed the proposed project would require a Clean Water Act Section 404 permit to support construction of a new bridge and stabilization of the creek bank around the bridge footprint. GEI assumes the project activities would qualify for authorization under USACE Nationwide Permit (NWP) No. 14 (Linear Transportation Projects). NWP No. 14 authorizes activities associated with construction, expansion, modification, or improvement of linear transportation projects within waters of the United States. USACE verification of authorization under NWPs requires submittal of a pre-construction notification (PCN) package. GEI will prepare and submit a pre-construction notification package to USACE, Los Angeles District. The PCN package will include, but is not limited to, a complete project description; assessors' parcel numbers; project schedule; at least 30% design drawings (in AutoCAD or GIS); calculations of the volume of materials to be excavated from waters of the U.S.; plans showing the project staging areas, access roads, and spoil and dewatering areas; and a description of construction methods.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with USACE will be conducted following submittal of the PCN packages.

Deliverables & Assumptions

- One Clean Water Act Section 404 PCN Package, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to USACE.

Task 2.3-3: RWQCB Section 401 Water Quality Certification Application

By federal law, those seeking a federal permit (i.e., CWA Section 404) must submit an application to RWQCB for a Water Quality Certification (WQC) in accordance with CWA Section 401. As part of the WQC application package, GEI will calculate impacts to waters of the United States and State, calculate the WQC application fee which is based on the Dredge and Fill Fee Calculator, and describe the construction techniques and methods to minimize or avoid excessive erosion, turbidity, and other adverse water quality effects. CEQA must be completed prior to RWQCB issuing a WQC. It is assumed that the WQC application fee will be paid by the County.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with RWQCB will be conducted following submittal of the WQC application package.

Deliverables & Assumptions

- One Clean Water Act Section 401 Application, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to the RWQCB.

Task 2.3-4: California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement

All diversions, obstruction, or changes to the natural flow or bed, channel, or bank of any river, stream, or lake in California is subject to the regulatory approval of CDFW, pursuant to Section 1602 of the California

Fish and Game Code. An applicant must submit a notification to CDFW for a streambed alteration for any project that may result in an impact to a river, stream, or lake or associated riparian habitat. A notification is required for both direct impacts and indirect impacts. Because the proposed project is assumed to result in some work to repair and restore the condition of Pine Creek around the bridge location, GEI will submit a complete notification package to the CDFW Inland Desert Region (No. 6). The notification package will include completion of Form FG 2023, payment of the filing fee (GEI will calculate the fee and it is assumed the County will pay for the processing fee), quantification of riparian trees and vegetation to be removed as part of the project, and other supporting information from the Section 404 and WQC applications. CEQA must be completed prior to CDFW issuing a Streambed Alteration Agreement.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with CDFW will be conducted following submittal of the notification package.

Deliverables & Assumptions

- One CDFW Section 1602 Notification Package, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to CDFW.

TASK 3 60% PLANS, SPECIFICATIONS, AND ESTIMATES

Upon obtaining environmental clearance for the project, MGE will prepare the complete 60% PS&E (unchecked details) package for review by the County. Completion of the 60% PS&E will include completion of the following subtasks:

3.1 Bridge Design

MGE will complete the design calculations for the new structure in accordance with current Caltrans Bridge Design Specifications, Seismic Design Criteria, Bridge Design Aids, and Memos to Designers. The design will be based on the current AASHTO LRFD Bridge Design Specifications with Interims and Caltrans amendments as well as the 2015 Standard Plans. The design will incorporate recommendations from the Design Hydraulics Study Report and the Bridge Foundation Report. A full set of detailed bridge plans will be prepared, including, as necessary; General Plan, General Notes and Deck Contours, Foundation Plan, Abutment Layout, Abutment Details, Typical Section, Girder Layout & Reinforcement, Rock Slope Protection Details, Miscellaneous Details, and Log of Test Borings sheets.

3.2 Approach Roadway and Civil Design

MGE will complete the approach roadway design, traffic control, and associated civil design details in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets", Manual of Uniform Traffic Control Devices (MUTCD) and Caltrans Highway Design Manual. A full set of detailed approach roadway and civil plans will be prepared including, as necessary; Title Sheet, Typical Cross Sections, Layout, Plan and Profile, Construction Details, Traffic Control Plan and Detour, and Erosion Control Plan sheets.

3.3 Contract Item List and Draft Special Provisions

MGE will develop a contract item list and prepare draft special provisions required for construction of the project using the Caltrans 2015 Standard Special Provisions (SSP's).

3.4 Construction Quantities and Cost Estimate

MGE will calculate construction quantities in accordance with standard Caltrans practice and specifications, and prepare a construction cost estimate for the project. The construction cost estimate will be prepared using local unit costs furnished by the County or included in the latest Caltrans Cost Data.

3.5 Quality Control/Constructability Review

MGE will perform a quality control and constructability review of the draft 60% PS&E. Deficiencies noted during the review will be transmitted to the responsible engineers for resolution and correction.

3.6 60% PS&E Submittal

MGE will submit the 60% plans, draft special provisions, and construction cost estimate for County review and comment. At the time of submittal MGE will work with the County to set the date for a review meeting with the County and other agencies as appropriate.

Deliverables: Plans, Special Provisions & Cost Estimate (2 hard copies and PDF file)

3.7 Review Meeting

MGE, including project manager and lead design engineers, will participate in a meeting to discuss review comments from County staff and others as appropriate. MGE will prepare minutes of the review meeting including a narrative regarding any comments which have been identified by the County as requiring additional explanation beyond that provided at the meeting. It is anticipated the meeting will be a teleconference. MGE will incorporate into the 90% design such reasonable changes as the County deems appropriate as a result of County's review processes and impact of the budget or engineer's estimate.

Deliverables: Meeting Minutes

3.8 Final Determination of Right-of-Way Needs

MGE will develop drawings showing needed right-of-way takes and easements, both temporary and permanent. It is not anticipated that acquisition of additional right-of-way will be required other than temporary construction easements. The drawings will incorporate any changes resulting from the 60% PS&E review by the County. Included on the drawings will be ties to survey control established for the project. Also shown on the drawings will be temporary construction staging areas necessary to facilitate construction of the project.

Deliverables: Temporary Construction Easement Maps (hard copies and PDF file)

TASK 4 90% PLANS, SPECIFICATIONS, AND ESTIMATES

MGE will prepare a 100% complete PS&E package as the 90% PS&E submittal for review by the County. This submittal will include revisions based on comments from the County. Completion of the 90% PS&E submittal package will include completion of the following subtasks:

4.1 Review and Respond to County Review Comments

MGE will review and respond to all County review comments with regard to the 60% submittal. All comments will be resolved through discussions with the County prior to preparing the 90% PS&E submittal package.

4.2 Design Coordination Meeting

MGE will meet with County staff to discuss environmental mitigation measures, permit requirements, and comments from the public and that will need to be addressed during completion of the final design, and agree upon the schedule for completion of the final design.

4.3 Bridge Design

MGE will prepare 100% complete bridge design details and calculations considering the results of the Independent Design Check (IDC) and the County's review comments.

4.4 Independent Design Check (IDC)

As part of the preparation of the 100% bridge design, an experienced bridge design engineer from MGE not otherwise involved in the design of the project will complete an IDC of the bridge plans in accordance with Caltrans standard practice.

4.5 Approach Roadway and Civil Design

MGE will prepare the 100% complete approach roadway design and associated civil plans considering the County's review comments.

4.6 Utility Conflict Plans

Utility Conflict Plans (UCP) showing needed utility relocations, if any, will be provided to the County for distribution to utility agencies/owners. No utility facilities were noted on the existing bridge. Where possible the project design will incorporate accommodations for future utility relocations.

4.7 90% Special Provisions

MGE will finalize the contract item list and update the draft edited special provisions for the project using the Caltrans 2015 Standard Special Provisions (SSP's) for incorporation into the final bid documents. This task also includes editing and combining the standard County construction contract provisions (provided by the County) with the edited SSP's to produce a complete draft bid document for County review.

4.8 Construction Quantities and Cost Estimate

MGE will prepare a check set of quantity calculations in accordance with standard Caltrans practice. Any quantity discrepancies will be resolved prior to finalizing the quantities for use in the preparation of the 90% construction cost estimate for the project.

4.9 Quality Control Review

MGE will perform a quality control review of the 90% plans, specifications, and construction cost estimate. Results of this review will be transmitted to the responsible engineers involved for resolution and corrections prior to submittal to the County of the 90% PS&E.

4.10 90% PS&E Submittal

MGE will compile the 90% PS&E submittal package including complete plans, specifications, and construction cost estimate for the project to the County for review and comment. The IDC Report and quantity calculations will also be submitted for County review. At the time of submittal, MGE will work with the County to set the date for a review meeting with the County and other agencies as appropriate.

Deliverables: Plans, Special Provisions, Cost Estimate, IDC Report, & Quantity Calculations (2 hard copies and PDF files)

4.11 Review Meeting

MGE, including project manager and lead design engineers, will participate in a meeting (via teleconference) to discuss review comments from County staff and other agencies as appropriate. MGE will prepare minutes of the review meeting including a narrative regarding any comments which have been identified by the County as requiring additional explanation beyond that provided at the meeting. Upon the request of County, MGE will incorporate into the subsequent design such reasonable changes as County deems appropriate as a result of County's review processes.

Deliverables: Meeting Minutes

TASK 5 FINAL PLANS, SPECIFICATIONS, AND ESTIMATES FOR ADVERTISEMENT.

5.1 Review and Respond to County Comments

MGE will review and respond to all County comments with regard to the 90% Plans, Specifications, and Estimates submitted for final review. All comments will be resolved through discussions with the County prior to preparing the final PS&E for Advertisement.

5.2 Final Plans, Specifications and Estimate

MGE will incorporate into the final plans, specifications and estimate all changes required resulting for the County review. In addition changes required to address regulatory permit requirements will be incorporated into the final plans and special provisions.

5.3 Final Plans, Specifications and Estimate Submittal

MGE will compile the final PS&E submittal package including complete plans, specifications, and construction cost estimate for the project to the County for approval. The final PS&E submittal deliverables will include the following:

- Half-size and full-size plans including electronic files used to generate the plans formatted for the current version of AutoCAD, as well as a .pdf version.
- Design and independent design check calculations stamped and signed by the responsible Professional Engineers.
- Reproduction ready contract Special Provisions, Notice To Contractors, Proposal and Contract, including electronic MSWord and .pdf files.
- Final construction quantity and check quantity calculation books
- Final construction cost estimate
- Anticipated construction schedule
- Resident Engineer's File prepared in accordance with Caltrans guidelines including 4-Scale deck contour plots.

All electronic files will be submitted on DVD.

TASK 6 DESIGN SUPPORT DURING BIDDING AND CONSTRUCTION

6.1 Bidding Phase Support

MGE will prepare and submit to the County for review and approval any addenda deemed necessary. An electronic copy of addenda items will be furnished to County. MGE will also provide the following services to the County during the bidding of the project:

- Provide information and assistance to the County in answering questions from bidders as required
- Provide assistance with necessary plan changes to issue as addendums during the bidding period
- Attendance at pre-bid conference
- Review bids for accuracy, compliance with Contract Documents and provide recommendation for award
- Assist County in evaluating the bids received to identify and explain significant differences, if any, between Consultant's engineer's estimate and the low bid.

6.2 Design Support during Project Construction

MGE will provide the following services to the County upon request during project construction:

- Provide consultation and interpretation of contract plans and specifications
- Assist with preparation of contract change orders
- Provide written responses to Contractor's Request for Information (RFI)
- Attend pre-construction meeting
- Review falsework plans, shop plans, and other required submittals
- Review and approve or disapprove all contractor submittals for project. For disapproved submittals, provide an explanation of deficiencies
- Participate in site visits as requested

MGE will, upon request of the County, prepare "As-Built" Record Drawings following completion of construction of the project based upon marked up plans furnished by the County showing any changes made during construction.

TASK 7 (OPTIONAL) RIGHT-OF-WAY

7.1 Appraisal (Optional Subtask)

Bender Rosenthal Inc. (BRI) will prepare an appraisal for the temporary construction easement needed to complete the construction of the project. The appraisal will be developed in compliance with USPAP standards. This task will also include an independent review appraisal to comply with Caltrans and FHWA policies.

7.2 Acquisition (Optional Subtask)

BRI will prepare the necessary documents, conduct negotiations with the property owner, and provide escrow support and file close out for the acquisition work. This task assumes that a Preliminary Title Report is not needed as permanent rights are not being transferred.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND MGE Engineering, Inc.

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design SERVICES

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCHEDULE OF FEES:

Consultant shall be compensated at the rates shown in the MGE Engineering, Inc. of Sacramento, California Cost Proposal Sheet, as shown in the Schedule of Fees for the services described in Attachment A to the contract, Scope of Work.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs shown in this attachment are estimates of probable costs incurred by the Consultant. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments to the contract.

EXHIBIT B Page 1 OF 3

Note: Mark-ups are Not Allowed
 Consultant _____ X Prime Consultant _____ Subconsultant _____ 2nd Tier Subconsultant _____
 Project No. _____ Contract No. _____ MGE Engineering, Inc. _____ Date 6/1/2018 _____

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Robert Sennett	298	\$86.00	\$25,628.00
Supervising Civil Engineer	Stephen Hawkins	67	\$66.00	\$4,422.00
Senior Bridge Engineer (Design)	Wesley Sennett	466	\$53.00	\$24,698.00
Senior Civil Engineer (H&H & C)	Brad Reichel	294	\$50.00	\$14,700.00
Senior Bridge Engineer (IDC)	Diane Wang	118	\$62.00	\$7,316.00
Senior Bridge Engineer (QC & Constructability Review)	Joe Seimers	24	\$62.00	\$1,488.00
CAD Technician	Staff	406	\$40.00	\$16,240.00
Administrative Assistant	Staff	136	\$28.00	\$3,808.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$98,300.00
 b) Anticipated Salary Increases \$3,390.96
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$101,690.96

INDIRECT COSTS

d) Fringe Benefits (Rate: 45.00%) e) Total Fringe Benefits [(c) x (d)] \$45,760.93
 f) Overhead (Rate: 125.00%) g) Overhead [(c) x (f)] \$127,113.70
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$172,874.63

FIXED FEE 10.00% **k) TOTAL FIXED FEE [(c) + (j) x (q)]** \$27,456.56

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1600	Miles	\$ 0.545	\$ 872.00
Special Deliveries	6	Each	\$ 25.00	\$ 150.00
Reproduction	LS	N/A	N/A	\$ 550.00
			\$	\$
			\$	\$

l) TOTAL OTHER DIRECT COSTS \$ 1,572.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Avila & Associates	\$ 3,493.17
GEI	\$ 71,417.02
Kleinfelder	\$ 42,699.76
ROAnderson	\$ 13,064.09
Bender Rosenthal	\$ 13,300.00

m) TOTAL SUBCONSULTANTS' COSTS \$ 143,974.04

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$145,546.04

TOTAL COST [(c) + (j) + (k) + (n)] \$447,568.18

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT B Page 2 of 3

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal \$98,300.00	Total Hours per Cost Proposal 1809	=	Avg Hourly Rate \$54.34	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$54.34	+	3.5%	=	\$56.24	Year 2 Avg Hourly Rate
Year 2	\$56.24	+	3.5%	=	\$58.21	Year 3 Avg Hourly Rate
Year 3	\$58.21	+	3.5%	=	\$60.25	Year 4 Avg Hourly Rate
Year 4	\$60.25	+	3.5%	=	\$62.36	Year 5 Avg Hourly Rate
Year 5	\$62.36	+	3.5%	=	\$64.54	Year 6 Avg Hourly Rate
Year 6	\$64.54	+	3.5%	=	\$66.80	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	18.00%	*	1809.0	=	325.6	Estimated Hours Year 1
Year 2	66.00%	*	1809.0	=	1193.9	Estimated Hours Year 2
Year 3	16.00%	*	1809.0	=	289.4	Estimated Hours Year 3
Year 4	0.00%	*	1809.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1809.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	1809.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	1809.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$54.34	*	325.6	=	\$17,694.00	Estimated Hours Year 1
Year 2	\$56.24	*	1193.9	=	\$67,148.73	Estimated Hours Year 2
Year 3	\$58.21	*	289.4	=	\$16,848.23	Estimated Hours Year 3
Year 4	\$60.25	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$62.36	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$64.54	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$101,690.96	
	Direct Labor Subtotal before Escalation			=	\$98,300.00	
	Estimated total of Direct Labor Salary Increase			=	\$3,390.96	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Robert Sennett Title *: Vice President
Signature :  Date of Certification (mm/dd/yyyy): 4/23/2018
Email: rsennett@mgeeng.com Phone Number: 916-421-1000
Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Prime Consultant for Engineering Services for North Round Valley Road Bridge (No. 48C0044) over Pine Creek

6.1	Bidding Phase Support	2	2						4	\$ 902.88							\$ 902.88
6.2	Design Support During Construction	40	16	60	8			16	4	144	\$ 26,219.16						\$ 26,219.16
	Task Total Hours	42	18	60	8	0	0	16	4	148	\$ 27,122.04						\$ 27,122.04
TASK 7	Right-of-Way (Optional Task)																
7.1	Appraisal										\$ -					\$ 7,150.00	\$ 7,150.00
7.2	Acquisition										\$ -					\$ 6,150.00	\$ 6,150.00
	Optional Task Total Hours	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,300.00	\$ 13,300.00
	Contract Total Hours	298	67	466	294	118	24	406	136	1,809	\$ 291,951.00	\$ 3,493.17	\$ 71,417.02	\$ 42,699.76	\$ 13,064.09	\$ 13,300.00	\$ 435,925.04
	Anticipated Salary Increases										\$ 10,071.14						\$ 10,071.14
	ODC										\$ 1,572.00						\$ 1,572.00
	Grand Total										\$ 303,594.14	\$ 3,493.17	\$ 71,417.02	\$ 42,699.76	\$ 13,064.09	\$ 13,300.00	\$ 447,568.18

EXHIBIT B

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$1,658.28	20	=	\$82.91	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$82.91	+	3.00%	=	\$85.40	Year 2 Avg Hourly Rate
Year 2	\$85.40	+	3.00%	=	\$87.96	Year 3 Avg Hourly Rate
Year 3	\$87.96	+	3.00%	=	\$90.60	Year 4 Avg Hourly Rate
Year 4	\$90.60	+	3.00%	=	\$93.32	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	20.0	=	20.0	Estimated Hours Year 1
Year 2	0.00%	*	20.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	20.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	20.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	20.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	20.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$82.91	*	20.0	=	\$1,658.28	Estimated Hours Year 1
Year 2	\$85.40	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$87.96	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$90.60	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$93.32	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$1,658.28	
Direct Labor Subtotal before Escalation				=	\$1,658.28	
Estimated total of Direct Labor Salary				=	\$0.00	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT B

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Catherine M.C. Avila Title*: President

Signature:  Date of Certification (mm/dd/yyyy) 4/22/2018

Email: cavila@avilaassociates Phone Number: 925-673-0549

Address: 712 Bancroft Road #333, Walnut Creek, CA 94598

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Hydrology, Hydraulics and Scour Analysis

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT B

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal \$21,567.28	Total Hours per Cost Proposal 476	=	Avg Hourly Rate \$45.31	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$45.31	+	3.5%	=	\$46.90	Year 2 Avg Hourly Rate
Year 2	\$46.90	+	3.5%	=	\$48.54	Year 3 Avg Hourly Rate
Year 3	\$48.54	+	3.5%	=	\$50.24	Year 4 Avg Hourly Rate
Year 4	\$50.24	+	3.5%	=	\$51.99	Year 5 Avg Hourly Rate
Year 5	\$51.99	+	3.5%	=	\$53.81	Year 6 Avg Hourly Rate
Year 6	\$53.81	+	3.5%	=	\$55.70	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	476.0	=	476.0	Estimated Hours Year 1
Year 2	0.00%	*	476.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	476.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	476.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	476.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	476.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	476.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$45.31	*	476.0	=	\$21,567.28	Estimated Hours Year 1
Year 2	\$46.90	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$48.54	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$50.24	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$51.99	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$53.81	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$21,567.28	
	Direct Labor Subtotal before Escalation			=	\$21,567.28	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Phil Dunn Title *: Vice President
Signature : *Phillip R. Dunn* Date of Certification (mm/dd/yyyy): 6/12/2018
Email: pdunn@geiconsultants.com Phone Number: (916) 631-4500
Address: 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT B

Note: Mark-ups are Not Allowed Prime Consultant **Subconsultant** 2nd Tier Subconsultant
 Consultant **R.O. Anderson Engineering, Inc.**
 Project No. Round Valley Road Bridge Repair Contract No. TBD Date 4/25/2018

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager*	Cory Kleine	14	\$48.08	\$673.12
Chief of Party**	Jerit Shuman	32	\$48.86	\$1,563.52
Chainman/Rodman**	Lucas Wartgow	32	\$45.78	\$1,464.96
Office work*	Jerit Shuman	25	\$32.50	\$812.50
		0	\$0.00	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$4,514.10
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$4,514.10

INDIRECT COSTS

d) Fringe Benefits (Rate: 42.88%) e) Total Fringe Benefits [(c) x (d)] \$1,935.65
 f) Overhead (Rate: 96.05%) g) Overhead [(c) x (f)] \$4,335.79
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$6,271.44

FIXED FEE 10.00% **k) TOTAL FIXED FEE [(c) + (j)] x (q) \$1,078.55**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Travel/Per Diem - Jerit Shuman	4		\$150.00	\$600.00
Travel/Per Diem - Lucas Wartgow	4		\$150.00	\$600.00
			\$	\$
			\$	\$
			\$	\$

l) TOTAL OTHER DIRECT COSTS \$1,200.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

	\$
	\$
	\$
	\$
	\$
	\$

m) TOTAL SUBCONSULTANTS' COSTS \$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$1,200.00

TOTAL COST [(c) + (j) + (k) + (n)] \$13,064.09

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

Certification of Direct Costs:

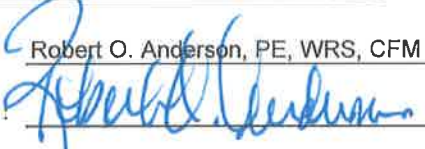
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Robert O. Anderson, PE, WRS, CFM Title *: President and Principal
Signature:  Date of Certification (mm/dd/yyyy): 04/23/18
Email: randerson@roanderson.com Phone Number: 775.782.2322
Address: 1603 Esmeralda Avenue, Minden, NV 89423

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

R.O. Anderson Engineering will be responsible for data collection, mapping, and surveying necessary for preliminary engineering, design, cost estimates, and right-of-way locations. Specifically, the topographic survey will include controls for reestablishing the roadway outside construction limits; approach of 300-400' at each end of the roadway; and channel cross sections up and down stream, extending 300-400' above and below the bridge and from one edge of the floodplain to the other. Research will be conducted to identify limits of existing ROW and any additional ROW needs as well as existing easements and ownership of adjacent properties. Services will also include legal descriptions for temporary easements for construction staging areas.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND MGE Engineering, Inc.

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The Consultant / subconsultants shall be compensated at the rates shown on Attachment B: Mileage Costs.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND MGE Engineering, Inc.

FOR THE PROVISION OF North Round Valley Bridge over Pine Creek Engineering and Design **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 17

FROM: Public Works Department

FOR THE BOARD MEETING OF: ~~June 16 2017~~

SUBJECT: Amendment No. 1 to the Contract with TEAM Engineering and Management (TEAM) for Environmental Services for assistance in developing a Routine Maintenance Agreement between the Inyo County Road Department and the California Department of Fish and Wildlife (CDFW).

DEPARTMENTAL RECOMMENDATIONS:

Request that the Board accept Amendment No. 1 to County of Inyo Standard Contract No. 156 between the County of Inyo (County) and TEAM to:

1. Amend Attachment B: *Schedule of Fees*
2. Authorize the chairperson to execute the amendment to the contract, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board approved the Contract with TEAM for Environmental Consulting Services on November 7th, 2017 for assistance in developing a Routine Maintenance Agreement (RMA) between the Inyo County Road Department and CDFW. The work towards the RMA is well underway, with completion anticipated for fall 2018. The contract with TEAM includes one sub-consultant, Wood, PLC (formerly Amec Foster Wheeler). Wood has requested an amendment to the Schedule of Fees to include the use of lower level support staff to perform non-professional level tasks. This will not change the Scope of Work or the Not-to-Exceed amount of the Contract.

ALTERNATIVES:

The Board could choose not to approve the amendment to the contract, in which case TEAM would instruct their sub-consultant to continue the project using only the staff members included in the original Schedule of Fees. This is not recommended as the use of the lower level support staff could result in a cost savings to the County.

OTHER AGENCY INVOLVEMENT:

- (1) County counsel to review and approve the amendment.
- (2) Auditor's office to review and approve the amendment, and make payments to the consultant.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5265 (Professional Services). The contract has a not to exceed amount of \$67,000, currently \$38,466.64 has been invoiced. This amendment does not increase the amount of the contract.

APPROVALS

COUNTY COUNSEL:

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

John Sauber

Approved: YES

Date 6/18/18

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

[Signature]

Approved: yes

Date 8/2/2018

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

[Signature]

Approved: J

Date 7/3/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 7/3/18

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and TEAM Engineering and Management of Bishop, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated November 7, 2017, on County of Inyo Standard Contract No. 156, for the term from November 7, 2017 to December 31, 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 Consultant do desire and consent to amend such Agreement as set forth below.

1. Attachment B to the Contract, Schedule of Fee's is amended for the sub-consultant, Wood, PLC is included as Attachment B1 to the Contract.

The effective date of this amendment to the Agreement is _____, 2018.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2018.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____


Dated: _____

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



Attachment "B1"

Schedule of Fees and Charges
Wood (formerly Amec Foster Wheeler)
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL SUPPORT FOR ROUTINE MAINTENANCE PERMIT
NOVEMBER 2017 - OCTOBER 2018
Revised June 11, 2018

Name	Category	Hourly Rate
Carla Scheidlinger	Project Manager	\$157.00
Meisinger, Nick	Associate Planner	\$110.00
Ricono, Nicholas	Permitting Specialist	\$133.00
Moorhatch, Nathan	Senior Biologist	\$110.00
Reeves, Joyce	Project Administrator	\$100.00
Janice Depew	Word Processing	\$ 76.00
Junior Biologist	various	\$ 85.50
Junior Planner	various	\$ 80.00
Junior Cultural Res. Specialist	various	\$ 90.00

Expenses

Mileage	\$0.54/mile
Per Diem	\$150.00/day

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with Wood's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work.

ATTACHMENT B1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT (TEAM)
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

TERM:

FROM: November 7, 2017 **TO:** December 31th, 2018

SCHEDULE OF FEES:

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A of the original Contract, *Scope of Work*.

The Schedule of Fee's shown in this Attachment B1 contains the rates of compensation for Wood, PLC, the sub-consultant to TEAM. The total compensation to be provided shall not exceed the total Contract amount, subject to such adjustments as may be made by properly approved amendments.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: ~~July~~ 10 2018

SUBJECT: Approval of Plans and Specifications for the County Storage Container Roof Sealing Project.

DEPARTMENTAL RECOMMENDATIONS:

Request that the Board:

- 1) Approve the plans and specifications for the County Storage Container Roof Sealing Project (Project).
- 2) Authorize the Public Works Director to advertise and bid the Project.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION:

As part of the 2017-2018 Approved Deferred Maintenance Budget, \$28,460 was budgeted seal the roofs of County storage containers located at the Inyo County Building and Maintenance Yard, the Inyo County Jail, and the Airport in Independence, CA as well as the roof of the search and rescue hut in Lone Pine, CA. This project consists of surface preparation and application of a two-coat elastomeric silicone roof coating.


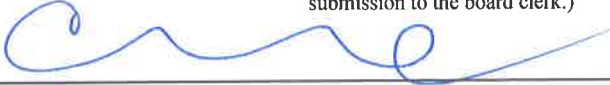
ALTERNATIVES:

The Board could choose not to approve the plans, specifications, and advertisement of the project.

OTHER AGENCY INVOLVEMENT:

The Public Works Department for the development of the plans and specifications.
 County Counsel for review of the bid package, contracts and this agenda item.
 Auditor for the payment of all invoices.

FINANCING: The Project is part of the 2017/2018 Deferred Maintenance List. The construction costs will be paid through budget unit 011501, Deferred Maintenance, object code 5191, Maintenance of Structures, in the amount of \$28,460.

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>6/18/18</u> Date <u>YES</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>6/18/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)  Date: 6/26/18

BID PACKAGE AND SPECIAL PROVISIONS



FOR CONSTRUCTION OF

COUNTY STORAGE CONTAINER ROOF SEALING PROJECT

Project Nos. TR-18-015 ,016, 017

**FOR USE IN CONNECTION WITH INYO COUNTY
STANDARD SPECIFICATIONS, DATED OCTOBER 2015,
GENERAL PREVAILING WAGE RATES IN EFFECT
ON THE DATE THE WORK IS ACCOMPLISHED**

Date Released: July 12, 2018

Prepared By: Inyo County Public Works

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**NOTICE
INVITING BIDS
FOR**

COUNTY STORAGE CONTAINER ROOF SEALING PROJECT
Independence, CA

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COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

COUNTY STORAGE CONTAINER ROOF SEALING PROJECT

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

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

COUNTY STORAGE CONTAINER ROOF SEALING PROJECT

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on July 27, 2018** at which time they will be publicly opened and read aloud. No oral, electronic, telephonic, or fax proposals or modifications will be accepted.

General Work Description: This sealing project consists of the application of a silicone roof coating to metal storage containers located at the Inyo County Building and Maintenance yard at 136 South Jackson St, Independence, CA 93526, the Independence Airport at 770 N Edwards St, Independence, CA 93526 and the Inyo County Jail at 550 S. Clay St, Independence CA 93526. The coating will also be applied to the Lone Pine Search and Rescue (SAR) Hut built-up roof, at 1900 S Main St, Lone Pine, CA 93545.

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

Technical questions related to project work, site conditions, or other related inquiries should be directed to Trevor Taylor of the Public Works Department at ttaylor@inyocounty.us.

Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

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

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated October, 2015, Contract Documents and other applicable law.

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

The Contract is also subject to and incorporates by reference the provisions of **Public Contract Code, Section 22300**, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.

Pursuant to **Section 1725.5 of the Labor Code**, the bidder is required to certify that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the California Department of Industrial Relations.


Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request.

Inyo County reserves the right at any stage of these proceedings to reject any or all Bids or to waive any immaterial defect in any Bid if it is deemed to be in the best interest of the County.

The definition and meanings of the words used in this Notice Inviting Bids are the same as set forth in **Section 1070, "Abbreviations, Symbols, and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

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

County of Inyo
Department of Public Works


Clint G. Quilter,
Director

Dated: June, 2018

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BID PROPOSAL FORMS FOR

COUNTY STORAGE CONTAINER ROOF SEALING PROJECT
Independence, CA

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BID PROPOSAL FORM

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

FROM: _____

(Herein called "Bidder")

FOR: COUNTY STORAGE CONTAINER ROOF SEALING PROJECT
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

- 1. BID DEADLINE.** Bids must be received no later than 3:30 P.M. on July 27, 2018 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.
- 2. BID AMOUNT TOTAL.** The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:
- 3. BID ADDITIVES.** The County reserves the right to award the base bid and any combination, including neither, of the bid additives.

BASE PROJECT BID FORM – UNIT PRICE BID:

ABBREVIATIONS:

LS = LUMP SUM

SF = SQUARE FEET

LF = LINEAR FEET

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$	\$
2	Prepare, patch and apply silicone sealant to eleven 8' x 40' metal storage containers	3,520	SF	\$	\$
3	Prepare, patch and apply silicone sealant to four 8' x 20' metal storage containers	640	SF	\$	\$
5	Prepare and apply silicone sealant to built-up roof – Lone Pine Airport SAR Hut	650	SF	\$	\$
TOTAL BASE BID AMOUNT:					\$

BASE PROJECT BID AMOUNT – UNIT PRICE BID:

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

5. ACCEPTANCE. County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for

publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

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

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

7. ADDENDA. The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name: _____

Address: _____

_____ Zip Code _____
(The above address will be used to send notices or requests for additional information.)

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

Type of Business (check one):

Individual (), Partnership (), Joint Venture ()

Corporation (), Other (Specify) : _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

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

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

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

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

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

10. BID PROTEST. In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by 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 Bid Package or any addenda or amendments.

- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Kevin Carunchio, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

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

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

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

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT
COUNTY STORAGE CONTAINER ROOF SEALING PROJECT

BID BOND
(BID PROPOSAL GUARANTEE)

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

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal, and
(Name of Bidder)

_____ (Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____ dollars (\$ _____) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **COUNTY STORAGE CONTAINER ROOF SEALING PROJECT**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond.

WITNESS our hands and seals this _____ day of _____, 20 ____ A.D.

Principal

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

Surety

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo (Attn.: Public Works Director)
224 North Edwards Street, P.O. Box N
Independence, California 93526**

COUNTY STORAGE CONTAINER ROOF SEALING PROJECT

**CASHIER'S OR CERTIFIED CHECK
(BID PROPOSAL GUARANTEE)**

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

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

[]

ATTACH CHECK HERE

[]

Bidder (print name) : _____

COUNTY STORAGE CONTAINER ROOF SEALING PROJECT

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

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

Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

(Government Code Section 12900 et seq., Sections 11135-11139.7)

COUNTY STORAGE CONTAINER ROOF SEALING PROJECT

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

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

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

COUNTY STORAGE CONTAINER ROOF SEALING PROJECT

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

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

Signed Name

Date

Printed Name

CA DIR Registration No.

NON-COLLUSION AFFIDAVIT
(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

COUNTY STORAGE CONTAINER ROOF SEALING PROJECT

The undersigned declares:

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

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

_____, at _____,
(Date) (City) (State)

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

COUNTY STORAGE CONTAINER ROOF SEALING PROJECT

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation:

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1156**

COUNTY STORAGE CONTAINER ROOF SEALING PROJECT

ORDINANCE NO. 1156

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION 1. PURPOSE AND AUTHORITY

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.

Chapter 6.06 is added to the Inyo County Code to read as follows:

Chapter 6.06

CONTRACTING PREFERENCES

Sections:

- | | |
|-----------------|------------------------------------------------------|
| 6.06.010 | Findings. |
| 6.06.020 | Definitions. |
| 6.06.030 | General Provisions. |
| 6.06.040 | Local Business and Small Business Preference. |
| 6.06.050 | Small Business Subcontracting Preference. |
| 6.06.060 | Limit On Contracting Preference. |

6.06.010 Findings

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

6.06.020 Definitions.

A. A **Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.

B. A **Local Business** is a business which:

1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
2. Holds any required business license by a jurisdiction located in Inyo County; and
3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

4. Meets the conditions of one through three of this subsection, but within Mono or Inyo and Mono Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

C. A Responsive Bid is a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

6.06.030 General Provisions.

A. The preferences provided in this chapter are intended to extend to the limit of the jurisdiction of Inyo County under California law. Such preferences do not apply where prohibited by Federal or State law. Such preferences do not apply where funding agencies prohibit such preferences as a condition of providing funding for the anticipated project. Where this Chapter provides preferences for multiple classes of entities, and one or more of those classes of entities are disallowed contracting preference by Federal or State law or by the funding agency, those disallowed entities will not be provided preferences, but the remaining classes of entities shall receive preferences.

B. Requests for bids or proposals issued by the County shall specify the applicable contracting preferences available pursuant to this Chapter.

6.06.040 Local Business and Small Business Preference.

Except as excluded by Section 6.06.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

6.06.050 Small Business Subcontracting Preference.

For public works and road construction contracts awarded by Inyo County, where no entity qualifying under this Chapter for a contracting preference submits a responsive bid that is the lowest or within five percent of the lowest responsive bid, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or businesses. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

6.06.060 Limit On Contracting Preferences.

Contracting preferences under this Chapter shall not exceed \$10,000.00 for any one solicitation and award determination.

SECTION 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE

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

PASSED AND ADOPTED this 25th day of May, 2010, by the following vote:

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-


Richard Cervantes, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchilo
Clerk of the Board

By: 
Patricia Gunsolley, Assistant

s/Ordinance/ContractingPrefSmBusiness

4/29/10

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

ALL BIDDERS:

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

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

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

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

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

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

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

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

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

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

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

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

Enter the total of each column on the form.

CONTRACT AND BOND FORMS FOR

COUNTY STORAGE CONTAINER ROOF SEALING PROJECT
Independence, CA

ENCLOSURES:

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

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

_____, **CONTRACTOR**
for the
_____ **PROJECT**

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

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

Title: _____ **PROJECT**

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

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

4. **ALL PROVISIONS SET FORTH HEREIN.** CONTRACTOR and COUNTY agree that this Contract shall include and consist of:
a. All of the provisions set forth expressly herein;
b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

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

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

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

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

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

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

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

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

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

10. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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

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

If to Contractor: _____

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

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

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

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

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

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

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

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

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

---o0o---

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

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

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

WHEREAS, Contractor has, by written Contract, dated , 20 ,
entered into an Contract with the County for the Construction of the
PROJECT (hereinafter referred to as "Project"), to be constructed in
accordance with the terms and conditions set forth in the Contract for the Project, which contract
is by reference incorporated herein and is hereinafter referred to as the "Contract."

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

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

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

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

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

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

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

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

ATTACHMENT 2

PROJECT

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

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

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

defined in the amount of _____

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

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

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

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

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

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

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

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

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

SPECIAL PROVISIONS

FOR

COUNTY STORAGE CONTAINER ROOF SEALING PROJECT
Independence, CA

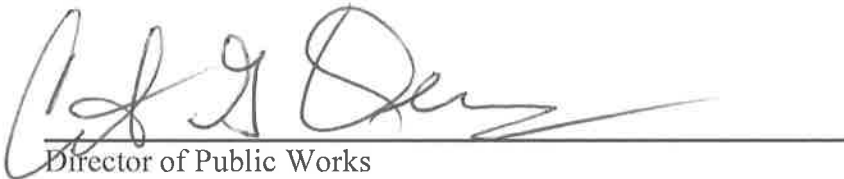
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COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

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

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



Director of Public Works

6/27/18
Specifications Approval Date

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

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

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

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

PROJECT DESCRIPTION

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

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

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

SECTION 3 CONTRACT AWARD AND EXECUTION

3-1.04 CONTRACT AWARD

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

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

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

The successful bidder must furnish 2 bonds:

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

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

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

For a non-federal-aid contract:

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

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

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

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

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

This section is amended as follows.

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

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

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

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

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

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

SBE Contracting Preference Commitment Submittal

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

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

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

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

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

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

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

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

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

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

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

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Amended to read as follows:

7-1.02K (2) WAGES

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

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

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

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

Include:

1. Each employee's:

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

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

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

7-1.05 INDEMNIFICATION

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

7-1.06 INSURANCE

7-106A GENERAL

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

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

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

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

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

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

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

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

7-1.06D LIABILITY INSURANCE

Coverage shall be at least as broad as:

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

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

7-1.06I SELF-INSURANCE

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

OTHER INSURANCE PROVISIONS

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

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

SECTION 8 PROSECUTION AND PROGRESS

Amended to read as follows:

ADD TO 8-1.05 TIME

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

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

8-1.10 LIQUIDATED DAMAGES

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

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

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

PUBLIC CONTRACT CODE SECTION 9204

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
- (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
- (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- (C) Payment of an amount that is disputed by the public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) "Public entity" shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEALING SPECIFICATIONS

PART 1 PART 1 - GENERAL

1.01 DESCRIPTION

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

1.02 QUALITY ASSURANCE

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

1.03 WARRANTY

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

1.04 SUBMITTALS

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

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

PART 2 PRODUCTS

2.01 ELASTOMERIC SILICONE RUBBER COATING

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

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

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

PART 3 EXECUTION

3.01 EXISTING / GENERAL CONDITIONS

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

3.02 PROTECTION

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

3.03 WORKMANSHIP

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

3.04 APPLICATION

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

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

3.05 DEFICIENCY ADJUSTMENTS

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

3.06 CLEAN UP

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

3.07 DEBRIS DISPOSAL

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

3.08 PAYMENT

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

3.09 ADJUSTMENT OF PRICE

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

END OF SPECIAL PROVISION



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
19

FROM: Public Works Department

FOR THE BOARD MEETING OF: JUL 10 2018
JUL 10 2018

SUBJECT: Resolution and Notice of Completion for the Bishop Airport – Apron Rehabilitation Project (“Project”).

DEPARTMENTAL RECOMMENDATIONS: The Public Works Department requests that the Board approve the Resolution accepting the improvements and authorizing the recording of a Notice of Completion for the Bishop Airport – Apron Rehabilitation Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Bowman Asphalt, Inc. of Bakersfield, CA, recently completed construction on the Project. The primary objectives of the Project consisted of pavement removal and replacement of approximately 16,901 square yards of heavy and medium strength pavements with markings, the removal and replacement of approximately 200 lineal feet of apron drainage system, and new tie down installation. The final cost of the Project is \$1,565,785.61.

On June 04, 2018, the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the time period during which Stop Notices may be placed against the work. In the event that there are no Stop Notices filed, the retention must be returned to the contractor within 30 days of the filing of the Notice of Completion.

ALTERNATIVES: The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended because it will extend the time period during which Stop Notices can be filed and will delay the release of retention to the Contractor.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the Resolution. The County Auditor’s office will pay the retention currently being withheld.

FINANCING: The project is funded by the FAA’s AIP (Grant # 03-06-0024-19-2017), which will reimburse the County for 90 percent of the construction cost of the project, and by the CDA’s Matching Grant Program, which will reimburse the County for 4.5 percent of the construction cost of the project. The reimbursable costs will be paid through budget unit 630303, Bishop Airport Improvement Projects, object code 5700, Construction in Progress and in-Kind Contributions.

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.)

Steve Salber

Approved: YES

Date 6/18/18

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

[Signature]

Approved: yes

Date 6/22/18

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____

Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date:

6/26/18

RESOLUTION #2018 - __

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
Bishop Airport – Apron Rehabilitation Project**

WHEREAS, Clint Quilter, Director of the Public Works Department of the County of Inyo, has determined that the Bishop Airport – Apron Rehabilitation Project has been completed by Bowman Asphalt, Inc. of Barstow, California in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Bishop Airport—Apron Rehabilitation Project.

Passed, approved and adopted this _____ day of _____, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

County of Inyo
c/o Director of Public Works
Public Works Department
168 N. Edwards Street
PO Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Bishop Airport – Apron Rehabilitation Project FAA AIP Project No. 03-06-0024-19-2017 on the property hereinafter described, was completed on 6/04/18 and was accepted by the Inyo County Board of Supervisors on, _____.
2. The property on which the Bishop Airport – Apron Rehabilitation Project has been completed is located on the grounds of Bishop Airport, Bishop, California.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the Bishop Airport.
4. The undersigned, Clint Quilter, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Bishop Airport – Apron Rehabilitation Project, pursuant to contract with the County, is Bowman Asphalt, Inc., of Barstow, CA.

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

COUNTY OF INYO

Dated: _____

By: _____

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Clint Quilter, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Bishop Airport—Airfield Pavement Crack Repairs, Pavement Sealing and Paint Markings, and Terminal Area Security Fencing Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity’s behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Clint G. Quilter



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER
20

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: ~~June~~ 10 2018

SUBJECT: Resolution and Notice of Completion for the Shoshone Airport – Crack Repairs, Slurry Seal, Markings Project.

DEPARTMENTAL RECOMMENDATIONS: The Public Works Department requests that your Board approve the Resolution accepting the improvements and authorizing the recording of a Notice of Completion for the Shoshone Airport – Crack Repairs, Slurry Seal, Markings Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On March 20, 2018 your Board awarded the contract for the Shoshone Airport – Runway 15-33 Crack Repair, Slurry Seal, Marking Project to American Asphalt South, Inc., of Fontana, CA in the amount of \$83,128.80. The crack repair and slurry seal were completed in early May. The paint marking was subsequently completed in the last week of May. The final cost of the project adjusted for actual quantities used increased \$149.60 for a total of \$83,278.40.

On May 30, 2018, the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the time period during which Stop Notices may be placed against the work. In the event that there are no Stop Notices filed, the retention must be returned to the contractor within 30 days of the filing of the Notice of Completion.

ALTERNATIVES:

The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended because it will extend the time period during which Stop Notices can be filed and will delay the release of retention to the Contractor.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the Resolution. The County Auditor's office will pay the retention currently being withheld.

FINANCING:

The CDA Grant will fund 90% of the original contracted cost of the project plus 12% for design & construction engineering. ($\$83,128.80 + 12\% = \$93,104.26$ less 10% match = \$83,793.83). CDA will not pay any change order / increases. The final contract cost is \$83,278.40 and CDA reimbursement is \$83,793.83. The County of Inyo originally budgeted a 10% match of \$20,000. The project is budgeted in 150800 – Shoshone Airport – Special.

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.)

John Walker

Approved: yes Date 6/21/18

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

[Signature]

Approved: yes Date 6/22/2018

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____ Date _____

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

[Signature]

Date: 6/24/18

RESOLUTION #2018 - __

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
SHOSHONE AIRPORT- RUNWAY 15-33 CRACK REPAIRS, SLURRY SEAL,
MARKINGS PROJECT**

WHEREAS, Clint Quilter, Director of the Public Works Department of the County of Inyo, has determined that the Shoshone Airport - Runway 15-33 Crack Repairs, Slurry Seal, Markings Project has been completed by American Asphalt South, Inc. of Fontana, California in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Shoshone Airport - Runway 15-33 Crack Repairs, Slurry Seal, Markings Project

Passed, approved and adopted this _____ day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

County of Inyo
c/o Director of Public Works
Public Works Department
168 N. Edwards Street
PO Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Shoshone Airport - Runway 15-33 Crack Repairs, Slurry Seal, Markings Project, Caltrans CAAP Project No. INY-5-16-1, Inyo County Project No. TR-16-073 on the property hereinafter described, was completed on 5/30/18 and was accepted by the Inyo County Board of Supervisors on, _____.
2. The property on which the Shoshone Airport - Runway 15-33 Crack Repairs, Slurry Seal, Markings Project has been completed is located on the grounds of Shoshone Airport, Shoshone, California.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the Shoshone Airport.
4. The undersigned, Clint Quilter, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Shoshone Airport - Runway 15-33 Crack Repairs, Slurry Seal, Markings Project, pursuant to contract with the County, is American Asphalt South, Inc. of Fontana, CA.

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

COUNTY OF INYO

Dated: _____

By: _____

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Clint Quilter, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Shoshone Airport - Runway 15-33 Crack Repairs, Slurry Seal, Markings Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Clint G. Quilter



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
21

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

FROM: Sheriff Bill Lutze

FOR THE BOARD MEETING OF: July 10, 2018

SUBJECT: Request for Office Depot purchase order

DEPARTMENTAL RECOMMENDATION:

Request the Board approve a blanket purchase order to Office Depot in the amount of \$20,000 for office supplies for the Sheriff's Department administration, sub stations and other budgets under the Sheriff's control; contingent upon the adoption of the FY 2018-2019 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In FY 2017-2018, the Sheriff's Department expended \$14,860 with Office Depot for office supplies. Of this amount the Sheriff's Department purchased 24/7 chairs for Dispatch to replace worn and broken chairs as well as office supplies for the desert substation. We feel that the requested \$20,000 will be sufficient to see us through until the end of FY 2018-2019.

ALTERNATIVES:

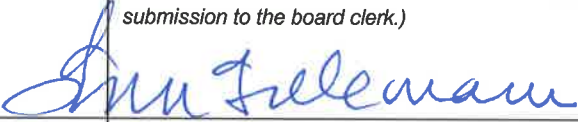
Deny this request.

OTHER AGENCY INVOLVEMENT:

Purchasing
Auditor's office

FINANCING:

Funds are available in the FY 2018-2019 Board approved Sheriff's General budget (022700), General Operating (5311) and other budget units under the Sheriff's control.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
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>6/13/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



Date: 6-13-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

22

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **July 10, 2018**

SUBJECT: Annual Lexipol maintenance

DEPARTMENTAL RECOMMENDATION:

- A) Request the Board declare Lexipol as a sole source provider and;
- B) Approve a blanket purchase order in the amount of \$20,000 to Lexipol for our annual policy manual updates, DTB (Daily Training Bulletin) subscription and DTB maintenance for training bulletins and testing data base, contingent upon the adoption of the FY 2018-2019 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Several years ago our office contracted with Lexipol to re-write our Operations Policy and Procedural Manual. The result was a comprehensive and up to date manual that complies with the current best practice in law enforcement procedures which is continually updated to address new changes in case law and statutes. Continuing our subscription with Lexipol provides current best practices and continually updates our department manual as needed. It is customizable to the Department's needs and receives timely revisions and notifications to any changes in law or regulatory mandates. The purchase also includes the Daily Training Bulletins. The Daily Training Bulletins require staff to be tested on their knowledge of existing and updated policy through scenario based exercises. The individual tests results are then logged providing the department with a training record. The Daily Training Bulletin is a proven tool to help mitigate liability by appraising the Sheriff's Dept. of updated case law and legal standards.

ALTERNATIVES:


Should your Board choose not to authorize this purchase, Sheriff's personnel would be tasked with revising the current manual without the benefit of Lexipol resources and expertise.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for this purchase is included in the 18/19 Requested Sheriff General budget (022700), and Jail General Budget (022900), object code General Operating (5311)

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: <u>yes</u> Date <u>6/26/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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



Date: 6/27/18

PROPOSAL

Prepared for:

Inyo County Sheriff's Department

Prepared on:
February 1, 2018

Expires On:
March 31, 2018

Lieutenant Eric Pritchard
epritchard@inyocounty.us
(760) 878-0325

Inyo County Sheriff's Department
550 S. Clay Street
Independence, California 93526

Theresa Furman
949.313.6583
tfurman@lexipol.com

Lexipol
16755 Von Karman Ave., Suite 250
Irvine, CA 92606

EXECUTIVE SUMMARY

As a Lexipol client, you know the value of being supported by a company committed to helping you improve your agency's performance. With this proposal, we've further designed a solution to save you time and money, allowing you to focus on other pressing priorities with the benefit of knowing your department is protected.

CURRENT SERVICE(S) DESCRIPTION	PRICE	TERM
LAW ENFORCEMENT POLICY MANUAL ANNUAL UPDATES	\$4,400	ANNUAL
CUSTODY POLICY MANUAL ANNUAL UPDATES	\$2,750	ANNUAL

ADDITIONAL SERVICE(S), DESCRIPTION	PRICE	TERM
LAW ENFORCEMENT DAILY TRAINING BULLETINS (LE DTBs)	†\$6,611	ANNUAL
CUSTODY DAILY TRAINING BULLETINS (CUST DTBs)	††\$2,338	ANNUAL
LAW ENFORCEMENT DAILY TRAINING BULLETINS MANAGEMENT SERVICES	**\$2,200	ANNUAL
CUSTODY DAILY TRAINING BULLETINS MANAGEMENT SERVICES	**\$1,200	ANNUAL

SCOPE OF SERVICES

- † RECEIVE 30% OFF FIRST YEAR
- †† FIRST YEAR IS PRE-PAID
- ** FREE for first three months of adding Daily Training Bulletin Subscription(s)

LAW ENFORCEMENT AND CUSTODY DAILY TRAINING BULLETINS

Lexipol is America's leading source of risk management resources for public safety organizations, delivering its services through a unique, web-based development system with an integrated training component. Lexipol offers state-specific policy manuals that are integrated with scenario-based Daily Training Bulletins (DTBs), which include a focus on high-risk, low-frequency events.

- Lexipol's DTB service provides comprehensive training to help officers learn the content of your agency's policy manual and practical application of the policies
- Each year, Lexipol provides each agency with 365 scenario-based training bulletins that link directly to the policy manual
- Each agency can customize Lexipol DTBs to address agency-specific topics
- DTBs are designed to be completed in about six minutes
- Lexipol's DTB service reinforces agency approved policies and procedures
- Lexipol provides regular policy and training updates
- Lexipol's policy system has been shown to reduce the number of claims paid out. In fact, one statewide insurance pool reported a 69% decrease in litigated claims paid out
- Lexipol's policy and training components are 100% web-based. There is no software to purchase or maintain
- Automated tools help ensure consistency between policy and training materials

- Supervisors can track officer training using flexible reporting tools
- Lexipol archives your agency's DTB training records to provide an invaluable resource in defense litigation or personnel matters

LAW ENFORCEMENT AND CUSTODY DAILY TRAINING BULLETIN *MANAGEMENT* ***(Free First Three Months After adding DTBs)***

Lexipol can manage your entire DTB program to take some of the work load off your staff. Our specialists are trained in the DTB authoring process and understand how to maximize the value and applicability of the DTBs to your agency.

Our DTB Management Service includes:

- Analyzing how the DTB master content compares to policies you've modified
- Adapting DTBs to fit the parameters of your policy content, including handling necessary substitutions or customizations when needed
- Providing you with agency-specific year-end data analysis report
- Handling all aspects DTB account management in KMS, including new hires and departures
- Implementation of DTB updates as they are released

ADDITIONAL *OPTIONAL* SERVICES AVAILABLE:

LAW ENFORCEMENT POLICY UPDATE *MANAGEMENT*

Lexipol can handle all aspects of policy updates for your subscribed policy manuals (up to final approval) allowing you more time to focus on the needs of your agency on an annual basis. We review the updated content for applicability to your manual(s) and practices, and work with you to establish timelines for update implementation. Lexipol's process allows our specialists to maintain a deep knowledge of your specific manual(s), ensuring that all updates are properly integrated with your unique, customized policy manual. This ensures both internal consistency and agency-specific applicability are maintained.

Our Policy Manual Update Management Service includes:

- Start-to-finish project management on every policy manual update – whether it's 2 or 50 pages
- When pertinent, meeting with agency stakeholders via teleconference or webcast to determine applicability of a specific policy update and involving a subject matter expert as needed
- Integrating and reviewing the updated content to ensure it meets your needs
- Finalizing the policy manual and coordinating its distribution to your personnel

SUPPLEMENTAL PUBLICATION SERVICE (SPS) – FOR PROCEDURES

Lexipol's Supplemental Publication Service can be used to document your operations procedures, field training guide, communications procedures or property and evidence procedures and link them to your policy.

- You can simplify the management of your policy and procedure manuals. You'll migrate, edit and archive your agency's policies and procedures, all in one intuitive, online, easy-to-use system
- Lexipol's Supplemental Publication Service is 100% web-based. There is no software to purchase or maintain
- Automated tools ensure consistency between policy, procedure and training material
- Supervisors can track when their personnel review newly-issued procedures by viewing employees' electronic signatures

The Lexipol Supplemental Publication Service can help your agency develop a systematic and integrated solution that links your policy and procedure manuals. No other solution offers this level of customization.

Lexipol is uniquely qualified to provide these services. By utilizing Lexipol experts and their familiarity with Lexipol content and proven methods of operation, policy manual update implementation times can be drastically reduced and DTB validation quality can be vastly improved.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

23

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **July 10, 2018**

SUBJECT: Sole Source for Calif. Dept. Of Justice and authorization for issuance of PO

DEPARTMENTAL RECOMMENDATION:

Request the Board declare the California Department of Justice as

A) Sole source provider and

B) Authorize the issuance of a blanket Purchase Order in the amount of \$15,000.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

California Department of Justice is the only entity able to process and verify fingerprints for applicants. Some types of applicants/documents that need fingerprinting are: required registrants, work permits, background checks and CCW (Carry Concealed Weapon) applicants.


ALTERNATIVES:

The Board could choose not to authorize the Purchase Order. This is not recommended as required fingerprinting for various items would not be able to be processed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This expense will be paid from the 2018-2019 Sheriff General budget (022700), Object Code 5265 (Professional & Special Services).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>6/13/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  _____ Date: 6-13-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

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

FROM: Dave Stottlemyre, Assessor

FOR THE BOARD MEETING OF: July 10, 2018

SUBJECT: Assistant Assessor

DEPARTMENTAL RECOMMENDATION: Request your Board find that, consistent with the adopted Authorized Position Review Policy: a) The availability of funding for the requested position comes from the General Fund, as certified by the Auditor-Controller and concurred with by the County Administrator; and b) Although internal candidates might meet the qualifications for the position of Assistant Assessor, an open recruitment would be more appropriate to ensure qualified applicants apply; and c) Approve the hiring of an Assistant Assessor, at a monthly rate \$6,705 (7/12/18)

CAO RECOMMENDATION:

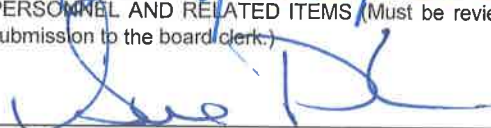
SUMMARY DISCUSSION: On Monday, June 11, 2018 the Assistant Assessor submitted his letter of resignation, with his last day in the office to be September 26, 2018. The loss of this person will create a critical void in the department. The Assistant Assessor plans, organizes, evaluates, selects, trains, assigns and directs all of the appraisal work; reviews the work of subordinates to ensure adherence to appraisal procedures; conducts field reviews and resolves differences of opinion between property owners and appraisals; reviews and analyzes legislation, case law, and other regulations which may impact the Assessor's Office; assists in preparing policies, procedures, and forms consistent with new laws and communicates changes to staff; conducts staff meetings; prepares a variety of written reports and correspondence as needed; represents the Assessor before the Assessment Appeals Board; assists in providing a variety of information to the public regarding property appraisal procedures, policies, and methods; answers the more technical questions regarding assessments; prepares reports required by state and federal law; and performs other related duties as required by the Assessor.

ALTERNATIVES: Your Board could choose not to approve the hiring of this position, but this would negatively impact the daily operations of the Assessor's office.

OTHER AGENCY INVOLVEMENT:

FINANCING: Funding for this position is from the General Fund. This position is currently budgeted for in the Assessor's budget 010600, in the Salaries and Benefits object code.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date 7/3/18
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date 7/3/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



Date: 7/3/18



AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN OPEN RECRUITMENT FOR:

ASSISTANT ASSESSOR
Application Deadline: OPEN UNTIL FILLED

DEPARTMENT: Assessor
LOCATION: Countywide
SALARY: \$6705/mo.** (Paid over 26 pay periods annually)

****BENEFITS:** CalPERS Retirement System: Existing ("Classic") CalPERS members as of January 1, 2013. (2% at 55) – Inyo County pays employee contribution for current CalPERS members; new CalPERS members hired after January 1, 2013 (2% at 62) will be required to pay at least 50% of normal cost. Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid Administrative Leave – 24 hours per year. Paid holidays – 11 per year.

CLASS CHARACTERISTICS: Incumbent in this class reports to the Assessor, directs the appraisal division of the Assessor's Office, and is involved in developing strategic, long-term plans for the Assessor's Office. Incumbent has responsibility for all appraisal activities within the Assessor's Office, including but not limited to performing appraisals, the supervision of the real and personal property appraisal staff, and to oversee the day-to-day operations of the appraisal division. The incumbent may act in the Assessor's absence.

ESSENTIAL JOB DUTIES: Plans, organizes, evaluates, selects, trains, assigns and directs the appraisal work; reviews the work of subordinates to ensure adherence to appraisal procedures; conducts field reviews and resolves differences of opinion between property owners and appraiser; reviews and analyzes legislation, case law, and other regulations which may impact the Assessor's Office; assists in preparing policies, procedures, and forms consistent with new laws and communicates changes to staff; conducts staff meetings; prepares a variety of written reports and correspondence as needed; represents the Assessor before the Assessment Appeals Board; assists in providing a variety of information to the public regarding property appraisal procedures, policies, and methods; answers the more technical questions regarding assessments; prepares reports required by state and federal law; other related duties as required by the Assessor.

EMPLOYMENT STANDARDS

Education/Experience: Requires equivalent to a Bachelor's degree with major coursework in accounting, business or public administration, economics, or a closely related field; plus two years of experience at the Senior Appraiser level.

Knowledge of: Theories, principles, and practice of the three basic appraisal methods; rural, residential, commercial, and industrial real property appraisal; property tax provisions of the State of California Constitution, Revenue and Taxation Code, the BOE, and other regulations pertaining to the assessment of real and personal property; principles, practices, and theories of appraising business and personal property, fixtures, and equipment; principles and techniques of supervision and management, personnel practices, policies, and procedures; Microsoft Word, Excel, Power Point, Outlook, Office, other computer applications as required to perform duties.

Skill in: Appraising, planning, prioritizing, assigning and evaluating the work of appraisal staff; conducting employee training and development; assembling and analyzing appraisal data and determining factors affecting the valuation of real and personal property; preparing complex and detailed written and verbal reports; arithmetical and statistical calculations, charting, describing, and sketching in connection with appraisal work; analyzing situations accurately and adopting the most effective course of action; performing administrative work including budgeting; establishing and maintaining effective work relationships with those contacted in the course of work.

Core Competencies:

The core competencies listed below and the ability to immediately demonstrate these competencies consistent with the position's level in the department and the specific work assignment:

- **Intensity:** Goes after the goal with passion; is results oriented, and gets the job done. *Key Concepts:* Risk-taker; results-oriented; and initiative driver.
- **Ethical Behavior:** Does what is right regardless of temptations and pressures to do otherwise; upholds the public's trust; and conducts self-according to a set of principles. *Key Concepts:* Respect; trust; responsible; fair; and caring.
- **Influence:** Affects successful outcomes for the organization through the use of masterful leadership, collaboration, and a keen understanding of the organization, its goals, and the interests of all parties. *Key Concepts:* Engaged; collaborative; strategic orientation; situational awareness; organizationally savvy; inspirational; energizing-empowering; team orientation; and change agent.
- **Commitment:** Successfully builds relationships with and promotes involvement of diverse groups; considers the needs of diverse clients when developing policies and procedures related to service; works closely with diverse groups to identify and deliver services that meet their needs and the strategic objectives of the program; establishes customer service as the single purpose to which all resources are dedicated; focuses on delivering the best services possible to the public; focuses on customer needs; and is committed to public service. *Key Concepts:* Public servant; and customer service.
- **Interpersonal Skills:** Possesses and uses versatile communication styles and approaches; understands the underlying psychology of why people act as they do and changes approach to affect positive outcomes; builds rapport throughout the organization; and develops human potential. *Key Concepts:* Staff development; communication; listening; delegation; recognition; and buy-in.
- **Resiliency:** Is adaptable; takes direct action; leads by example; exhibits tenacity. This leader is ready, flexible, self-reliant, and has a reputation for finding opportunities in difficult situations. *Key Concepts:* Action-orientation; adaptability; flexibility; agility; tenacity; survivability; courage; confidence; and intuition.
- **Craftsmanship:** Rejects the "good enough for government work" attitude; takes ownership of work done and results accomplished; takes pride in delivering quality services to customers; seeks out opportunities to develop new and creative solutions and programs; imagines possibilities; defines a vision, and works to bring vision into reality. *Key Concepts:* Innovative; imaginative; inventive; pride-in-work; accountability; self-development; and self-starter.

Physical ability to: Must have ability to walk, stand, climb and descend stairs, while carrying up to 20 pounds; sit for prolonged periods of time using keyboard; ability to use telephone; drive a motor vehicle.

Special requirements: Must possess a valid operator's license issued by the State Department of Motor Vehicles; must successfully complete a pre-employment background investigation.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants. All items listed under Employment Standards may be used as criteria for the screening of applicants. Those meeting the greatest number of criteria will be considered the most highly qualified and may be called for an oral interview.

APPLICATION: This recruitment will remain open until position has been filled. Applications must be received in the Personnel Office, P.O. Box 249, Independence, CA 93526. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached". Incomplete applications will not be processed. Must apply on Inyo County application form.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0295 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County employs only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and the Death Valley area (Death Valley, Tecopa, and Shoshone). All positions are considered Countywide. Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head.

ARTICLE 4. PERSONNEL RULES AND REGULATIONS

The Personnel Rules are hereby incorporated by reference.

ARTICLE 5. MEMBERSHIP

The Association represents the following positions:

Assistant District Attorney
Assistant Auditor/Controller
Assistant Treasurer/Tax Collector
Assistant Assessor
Assistant Clerk/Recorder

ARTICLE 6. MERIT SYSTEM MEMBERSHIP

Those positions represented by the Association shall remain part of the County Merit System, with the terms and conditions of their employment covered by the Merit System rules, the County of Inyo Personnel Rules and Regulations and this Memorandum of Understanding. Notwithstanding the foregoing, whenever a position represented by the Association becomes vacant, the County may exempt the position from the Merit System and fill the vacancy with an employee serving at will. The terms and conditions of such at-will employment shall be covered by a contract between the employee and the County and also by the Personnel Rules and Regulations and this Memorandum of Understanding to the extent they are not inconsistent with the contract. Similarly, any employee represented by the Association whose position is part of the County Merit System may at any time voluntarily enter into such an at-will contract with the County and, in that event, their position shall also be exempted from the Merit System.

ARTICLE 7. SALARIES

Section 1. The positions represented by the Association are flat salaried positions and are not subject to a career ladder or step increases.

Section 2. Salaries for employees represented by EEOA shall be paid in accordance with Attachment A. County will provide the following COLA'S:

October 2016: 1% COLA effective retroactive to first full pay period in October 2016

July 2017: 1% COLA effective July 13, 2017, which is the first full pay period in July.

July 2018: 2% COLA effective July 12, 2018, which is the first full pay period in July.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 25

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

FROM: County Administrator

FOR THE BOARD MEETING OF: July 10, 2018

SUBJECT: Change in Authorized Staffing for the Assessor's Office and authorization to hire

DEPARTMENTAL RECOMMENDATION:

Request your Board:

1. Approve changes in the Authorized Staffing for the Assessor's Office by adding an Auditor/Appraiser III position (Range 78) OR a Senior Auditor/Appraiser position (Range 82), depending on the classification within this series at which a successful candidate is recruited; and, by adding a Deputy Assessor position (Range \$7,034 - \$8,547 per month) and deleting an Assistant Assessor position (\$6,705 per month), if the recruitments for the Assistant Assessor and Deputy Assessor positions result in a qualified candidate being identified for the higher-level position.
2. Find, consistent with the adopted Authorized Position Review Policy:
 - a. The funding for the positions comes from the General Fund and will be included in the Fiscal Year 2018-2019 CAO Recommended Budget and, if qualified candidates are identified prior to your Board's adoption of the Fiscal Year 2018-2019 Budget, can be funded through the Fiscal Year 2018-2019 Preliminary Budget, as certified by the County Administrator and concurred with by the Auditor-Controller;
 - b. The vacancies are unlikely to be filled by internal candidates meeting the qualifications for the position and, regardless, an open recruitment is appropriate to ensure the positions are filled with the best qualified candidates; and,
 - c. Approve the hiring of an Auditor-Appraiser III position, Range 78 (\$5,410 - \$6,574) OR a Senior Auditor-Appraiser position Range 82 (\$5,957 - \$7,233); AND, approve the hiring of a Deputy Assessor position (\$7,034 - \$8,547 per month) if a qualified candidate is identified in lieu of an Assistant Assessor (Contract \$6,705 +/-).

SUMMARY DISCUSSION:

As part of its approval of the Fiscal Year 2017-2018 County Budget, your Board created a new Auditor/Appraiser job classification series (as requested by the Assessor) consisting of Auditor/Appraiser I (Range 70), Auditor/Appraiser II (Range 72); Senior Auditor/Appraiser (Range 78); and, and changed the Office's Authorized Staffing by deleting an Auditor/Appraiser position (Range 78) created as part of the Fiscal Year 2016-2017 Budget and replacing it with an Auditor/Appraiser II – again, as requested by the Assessor – and adding an additional Auditor/Appraiser I position. Your Board also approved creating an Assistant Assessor – Auditor/Appraiser position (Range: contract), but did not add it to the Office's Authorized Staffing. Subsequently, on November 21, 2017, your Board approved the Assessor's request to be allowed to Request to hire a Real Property Appraiser (previously deleted at the request of the Assessor) in lieu of one of the new Auditor/Appraiser positions.

County Code Section 2.08.040(E) sets forth a policy whereby no new positions are to be created or filled in any fiscal year after adoption of the County Budget, unless made necessary by unforeseen or unanticipated emergencies and recommended by the County Administrator. The Assessor informed me on June 10, 2019, that the current Assistant Assessor intends to retire this September, and I discussed proposing the changes in Authorized Staffing – now being recommended herein – as part of the as part of the Fiscal Year 2018-2019 CAO Recommended Budget but, so as not lose time in filling the anticipated vacancy and adding to the Office’s staffing, begin the process of recruiting for these new positions as soon as the Assessor could finalize the associated job descriptions with Personnel.

As indicated by in the preceding Agenda Request from the Assessor, the Assessor is requesting that he be allowed to hire of an Assistant Assessor at a monthly rate of \$6,705. Both the County Administrator and Deputy Personnel Director understand and support the Assessor’s need to be able to at least try to fill the pending vacancy in the Assistant Assessor position as soon as possible. However, in recognition of the current needs and capabilities of the Assessor’s Office – informed, in large part, by the Assessor – it seems appropriate to not put all of the proverbial eggs on one proverbial basket if it can be avoided. Since I anticipated including these proposed additions and changes to the Office’s Authorized Staffing as part of the CAO Recommended Budget that will published later this summer, it seems appropriate to bring them forward outside the budget process so that, if approved today, these resources can be available to support the Assessor’s functions sooner than later.

The recommendations contained herein will result in:

- Adding an additional high-level position (an Auditor-Appraiser III or Senior Auditor-Appraiser) to the Assessor’s Office, thereby providing the Assessor with additional resources with which to successfully perform his constitutionally-mandated responsibilities;
- Allowing the Assessor to conclude these recruitments, as well as his requested recruitment for a new Assistant Assessor, as soon as possible without possible delays associated with adoption of the Fiscal Year 2018-2019 Budget; and,
- Creating a broader range of top-level positions in the Assessor’s Office for which a greater spectrum of candidates can qualify based on their skills and experiences; and,
- Supporting the best possible recruitment outcomes by increasing the salary for top-level positions in the office above what has previously been possible.

If approved, the changes in Authorized Staffing will add an Auditor-Appraiser III classification to the Auditor-Appraiser job classification series approved in last year’s budget, and pay it at a Range 78 – the Range previously assigned to the Senior Auditor Appraiser (which will now be paid a Range 82); and the equivalent salary of the Assistant Assessor position. The recommended changes to the Authorized Staffing will also result in adding a Deputy Assessor position (Range contract), that will be paid on par with other Deputy classifications in the County (e.g., the equivalent of a Range 88), and replace the Assistant Assessor position (once it becomes vacant) if the higher salary results in identifying a qualified candidate.

ALTERNATIVES:

Your Board could decline the request to increase and change the Authorized Staffing for the Assessor’s Office, or consider it as part of the Fiscal year 2018-2019 Budget process. Neither alternative is recommended, however, given the recognition of the Assessor’s stated needs.



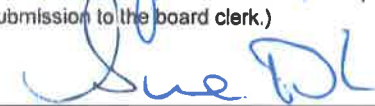
OTHER AGENCY INVOLVEMENT:

Assessor

FINANCING:

If the additions and changes in Authorized Staffing being recommended are approved, and the new, higher-level positions filled, the Net County Cost in the Assessor's budget will increase by \$129,549 to \$138,799 (assuming filling the positions at C Step with full benefits) compared to the Office's current staff salary and benefit costs. This increase in General Fund expense is in addition to other changes in the Authorized Staffing the Assessor has made in his Requested Budget and that are being considered as part of the CAO Recommended Budget.

Funding for the positions being recommended herein will be included in the Fiscal year 2018-2019 CAO Recommended Budget. There is sufficient funding for the subject positions the Fiscal Year 2018-2019 Preliminary Budget if the positions can be filled prior to adoption of the Fiscal Year 2018-2019 Budget by your Board.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/5/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>7/5/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>7/5/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 07-05-2018
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: HEALTH & HUMAN SERVICES – ESAAA/IC-GOLD

FOR THE BOARD MEETING OF: July 10, 2018

SUBJECT: Request to hire one B-PAR Program Services Assistants (PSA) I or II in the ESAAA/IC-GOLD program.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested position exists in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where due to the part-time nature of this position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one B-Par PSA, either a I at Range 39 PT (\$11.93 - \$14.48/hr.), a II at Range 42PT (\$12.75 to \$15.52/hr.), (hourly rates effective July 12, 2018) depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The B-PAR Program Services Assistant (PSA) position became vacant when the employee recently resigned from the position for personal reasons. This part-time, up to 29 hours per week, position provides support services including, but not limited to: assisting the cook in the kitchen with meal prep/clean-up or serving of meals, meal delivery to home bound seniors, assisted transportation to medical appointments and homemaking services. The PSA is also available to provide support in other program functions during staff absences in both the Bishop and Lone Pine facilities.

We are respectfully requesting permission to fill this vacancy at either a B-Par PSA I or II level in order to ensure the provision of services at our Bishop and Lone Pine Senior Centers.

ALTERNATIVES:





The Board could choose not to allow HSS to hire the B-Par PSA I or II position, which would impact the ability of the Senior Program to ensure adequate coverage of meal delivery routes and other support services, especially during periods of staff absences. This may lead to higher costs for the ESAAA program if absences are covered by higher paid staff and/or staff who have to travel from one site to the other in order to provide coverage.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

State, Federal and County General funds. This position is budgeted 25% in Social Services (055800), 25% in ICGOLD (056100) and 50% in ESAAA (683000) in the salaries and benefits object codes.

<u>APPROVALS</u>	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved:  Date: 6/22/2018
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved:  Date: 6/21/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 6/28/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 27

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: July 10, 2018

SUBJECT: Request to hire a Social Worker I/II in the Adult Social Services division.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested position of Social Worker I/II, exists in the non-General Fund Social Services budget as certified by the Health and Human Services Acting Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Social Worker I at a Range 65 (\$4,052 - \$4,929) or a Social Worker II at a Range 67 (\$4,253 - \$5,163).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Health and Human Services Adult Social Services division recently had a Social Worker II accept a promotion into a position in our Behavioral Health Division. This resulted in the program experiencing a vacant position that the agency is respectfully requesting to fill with a Social Worker II. The position being vacated primarily provides coverage of our Adult Protective Services (APS) program, which is charged with investigating and managing reports of abuse/neglect of our elder and dependent adult population, as well as the LPS Conservatorship investigations and case management functions. These functions not only provide a needed safety net for two very vulnerable populations, but also ensure that an effective continuum of services is available to our aging and disabled population. In addition, the position carries a small caseload of IHSS clients, providing initial assessment and annual reassessment services to the eligible clients. Filling the existing vacancy will help to ensure the continued high quality work performed by this division.

The Department is respectfully requesting authorization to hire a Social Worker I or a Social Worker II in the Adult Social Services division.

ALTERNATIVES:

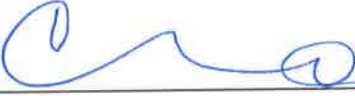



Your Board could choose not to authorize the hiring of the Social Worker position. This would result in the existing staff, absorbing additional caseloads, being at risk of inadvertent, compromised safety decisions on behalf of elder and dependent adults due to increased workloads.

OTHER AGENCY INVOLVEMENT:

Superior Court, Inyo County Senior Program, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, Sheriff's Office, Bishop Police Department and District Attorney.

FINANCING:

State, Federal, and Social Services Realignment funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object category. No County General Funds.

<u>APPROVALS</u>	
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved:  Date: <u>7/2/2018</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved:  Date: <u>7/2/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 7/3/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 28

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: July 10, 2018

SUBJECT: Request to hire one full-time Social Worker III or IV in the HHS Social Services Child Welfare division.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested position exists in the non-General Fund budget as certified by the Health and Human Services Acting Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Social Worker, either an III at Range 70 (\$4,569 - \$5,557), or a IV at Range 73 (\$4,900 - \$5,960), contingent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are respectfully requesting authorization to fill a full time Social Worker IV position in the Child Welfare department, which recently became vacant. The intense Child Welfare program is responsible for investigating and managing issues related to child abuse and neglect. Over the past few years, the Child Welfare program has continued to experience increased requirements from a federal, state and local level, including implementation of the provisions of California's Continuum of Care Reform. Additionally, the program continues to see a high number of reports related to high-risk families with very young children. The program, which has experienced significant staff shortages over the last three to four years, is beginning to see stabilization in our staffing pattern, which helps HHS to better ensure the safety and well-being of some of our most vulnerable residents. Filling the existing vacancy will help to ensure the continued high quality work performed by this division.

The Department is respectfully requesting authorization to hire a Social Worker III or IV in the Child Welfare Services division.

ALTERNATIVES:



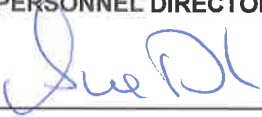

Your Board could choose not to authorize the hiring of the Social Worker position. This would result in the existing staff, being at risk of inadvertent, compromised safety decisions on behalf of children due to unacceptable workloads.

OTHER AGENCY INVOLVEMENT:

Juvenile Court, Juvenile Probation, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, CASA, Foster Parents, Sheriff's Office, Bishop Police Department

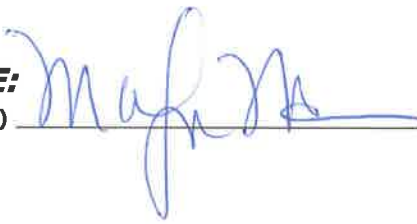
FINANCING:

State, Federal, and Social Services Realignment funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object category. No County General Funds.

<u>APPROVALS</u>	
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved:  Date: <u>6/27/2018</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved:  Date: <u>6/27/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 6/27/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 29

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: **July 10, 2018**

SUBJECT: Request to hire one full-time Integrated Case Worker (ICW) I in the HHS Social Services Employment and Eligibility division.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested positions exist in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the positions, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Integrated Case Worker I at Range 60 (\$3,612 - \$4,387)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting to fill a full time Integrated Case Worker I position in the Employment and Eligibility Division, which recently became vacant. The ICW position remains critical to the functioning of the division, which processes a high volume of client applications, determining eligibility and authorizing services for a wide range of programs. Employment and Eligibility staff not only provide consultation and eligibility determinations for residents who may be eligible for other forms of health insurance provided by the California Health Exchange, they also assist consumers impacted by changes in Medi-Cal, to access needed food and financial aid resources. ICWs are responsible for determining clients' initial and continued eligibility for MediCal benefits, Cal Fresh benefits, County Medical Services Program (CMSP) coverage, General Assistance, and CalWORKs. Maintaining our current staffing level will help the entire division maintain accurate and timely client records and continue to provide a high quality of employment and eligibility services.

The Department is respectfully requesting authorization to hire, one Integrated Case Worker I in the HHS Social Services' Employment and Eligibility program.

ALTERNATIVES:

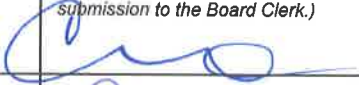

The Board could choose to not allow HHS to fill these vacancies, which would likely result in overtime requirements for the current ICWs and supervisory staff, the possibility of increased error rates and audit exceptions as well as limit the availability of one on one services available to clients.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Federal, State and Social Services Realignment. This position is budgeted 100% in Social Services (055800) in the Salaries and Benefits object codes. No County General funds.

<u>APPROVALS</u>	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>6/22/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>6/21/18</u>

DEPARTMENT HEAD SIGNATURE: 
(Not to be signed until all approvals are received) Date: 6/25/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
30

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF:  10 2018

SUBJECT: Request to fill one vacant Road Equipment Operator I/II position for the Big Pine / Independence Road Yard.

DEPARTMENTAL RECOMMENDATIONS:

Request Board find that consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the Heavy Equipment Operator I/II positions exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor/Controller;
- B) Where internal candidates meet the qualifications of the position, the vacancy could be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure the most qualified applicants apply;
- C) Approve the hiring of one full time Equipment Operator I/II at range 58 (\$3,444-\$4,190) or Range 60 (\$3,612-\$4,387) depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A position became vacant in the Big Pine / Independence Road Yard with the transfer of one of the Operators to another District. The Big Pine/Independence Road Yards area of responsibility is from the paved/dirt transition on County Road, south of Keough Hot Springs Road to Whitney Portal Road and Cerro Gordo Road, along with over 50 miles of unpaved roads in and adjacent to Death Valley National Park, including, Death Valley Road and North and South Eureka Roads. The Big Pine/Independence District's Road Yard would be at full staffing with a five person crew (One Forman and four Operators), to serve their area of responsibility including a combined total of 329 miles of paved and dirt roads. Filling this vacancy helps ensure Road Department operations are performed as safely and timely as possible.

ALTERNATIVES:

The Board could elect not to authorize filling this vacant position, this is not recommended as the filling of this position will allow the Road Department to provide the level of road maintenance and service their respective Districts require.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor Controller

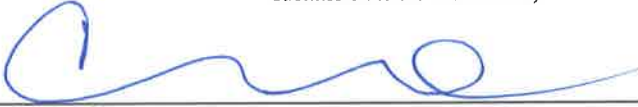
FINANCING:

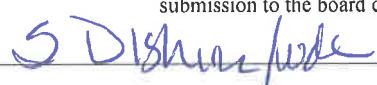
The requested positions are included in the Authorized Strength for the Road Department and is included in the Salaries and Benefits identified in the Road Budget.

Agenda Request Form
Board meeting of
Subject:

APPROVALS

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

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
 Approved: yes Date 6/22/18

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
 Approved: yes Date 6/21/18

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 6/26/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

31

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING: July 10, 2018

SUBJECT: Software Maintenance for the Crest OPTIM property tax management system

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify the renewal of a Software Maintenance Agreement between Crest Software Corporation and the County of Inyo for the County's enterprise Property Tax Management System for the period July 1, 2018 through June 30, 2019 in the amount not to exceed \$34,040 contingent on Board approval of fiscal year 2018-2019 budget

SUMMARY DISCUSSION:

The annual maintenance agreement is to ensure basic software support is available and provided by the vendor throughout the agreement period. The maintenance agreement is renewed automatically each year, unless formally terminated by either party prior to 60 days of the automatic renewal.

Additionally, the Thomson Reuters Aumentum property tax management system isn't scheduled to be implemented in the County of Inyo until approximately September 2019. Once implemented, the Aumentum system will replace the Crest OPTIM system.

ALTERNATIVES:

Your Board could choose not to approve the software maintenance agreement in which case basic support of the software would have to be negotiated on an as-needed basis and might not be made available by the vendor.

OTHER AGENCY INVOLVEMENT:

The OPTIM property tax management system is used by the Assessor's Office, Auditor's Office and Tax Collector's Office to manage and collect property tax annually.

FINANCING:

The cost of the support service renewal for the period from 07/01/2018 – 06/30/2019 is requested in the Information Services FY 2018-19 budget (011801-5177, Maintenance of Computer Systems).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: <u>yes</u> Date <u>7/3/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 14 copies of this document are required)

 Date: July 3, 2018

70092821



Crest Software Corporation

1414 Gold Street
Redding, CA 96001
(530) 241-9317

Invoice

DATE	INVOICE #
6/29/2018	2209

BILL TO
Inyo County Information Services P.O. Box 477 Independence, CA 93526

DUE DATE
7/9/2018

DESCRIPTION	QTY	AMOUNT
Annual Software Maintenance		34,316.48
3% Discount		-1,029.49
Software Assurance		751.20
Total		\$34,038.19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

32

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: July 10, 2018

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 33

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: July 10, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

34

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: July 10, 2018

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

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

35

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: July 10, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

36

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: July 10, 2018

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

37

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

FROM: Inyo County Board of Supervisors

FOR THE BOARD MEETING OF: July 10, 2018

SUBJECT: Zone Reclassification No. 2018-02/Cook

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors:

Enact an Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2018-02/Cook and Amending the Zoning Map of the County of Inyo by Rezoning a 28.04-Acre Parcel Located at 1 Hidden Valley Ranch Road, Lone Pine, Ca (APN 026-070-09) from Commercial Recreation with a 5-Acre Minimum (C5-5.0) to Open Space with a 40-Acre Minimum (OS-40) as depicted on the attached maps.

SUMMARY DISCUSSION:

On July 3, 2018 the Inyo County Board of Supervisors approved General Plan Amendment No. 2018-01/Cook and Zone Reclassification No. 2018-02/Cook. The Board waived the first reading of the Ordinance for this project, and scheduled its enactment for today.

Staff recommends enactment of the Ordinance rezoning the properties as shown in the attached maps.

ALTERNATIVES:

- Do NOT approve the requested actions.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

The costs to process Zone Reclassifications are paid for by the applicant.

APPROVALS

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

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



Date: 9/14/18

- Attachments:
- 1.) Ordinance
 - 2.) Maps

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2018-02/COOK AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO BY REZONING A 28.04-ACRE PARCEL LOCATED AT 1 HIDDEN VALLEY RANCH ROAD, LONE PINE, CA (APN 026-070-09) FROM COMMERCIAL RECREATION WITH A 5-ACRE MINIMUM (C5-5.0) TO OPEN SPACE WITH A 40-ACRE MINIMUM (OS-40).

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the police power of the Board and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establish the procedure for the Board of Supervisors to enact changes to the Zoning Ordinance of the County, set forth in Title 18 of said code. The Board of Supervisors is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

SECTION II: FINDINGS

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearing held on this matter, this Board finds as follows:

- (1) In accordance with Inyo County Code Section 18.81.320, Reginald Cook applied to the Inyo County Planning Commission to have the zoning map of the County of Inyo amended from Commercial Recreation with a 5-acre minimum (C5-5.0) to Open Space with a 40-acre minimum (OS-40) as described in Section III of this Ordinance.
- (2) On May 23, 2018, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2018-02/Cook, following which the Commission made various findings and recommended that this Board amend Title 18, to rezone the property described in Section III of this Ordinance to Open Space with a 40-acre minimum (OS-40).
- (3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.
- (4) Reginald Cook applied to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from Resort Recreational (REC) to Rural Protection (RP) to best match the requested zoning and current uses on the property.

- (5) The proposed Zone Reclassification is consistent with the goals, policies, and implementation measures in the Inyo County General Plan, including the proposed General Plan Amendment.
- (6) The proposed actions will act to further the orderly growth and development of the County by rezoning property to Open Space with a 40-acre minimum (OS-40) as it best matches the current uses on the property.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on the 28.04-acre site located at 1 Hidden Valley Ranch Road, Lone Pine, CA (APN 026-070-09) is changed from Commercial Recreation with a 5-acre minimum (C5-5.0) to Open Space with a 40-acre minimum (OS-40).

SECTION IV: EFFECTIVE DATE

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

PASSED AND ADOPTED THIS 3RD DAY OF JULY, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Tothoroh, Chairperson
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio
Clerk of the Board

By: _____
Darcy Ellis, Assistant

Current Zoning C5-5.0
Current General Plan REC
Proposed Zoning OS-40
Proposed General Plan RP



Project Site

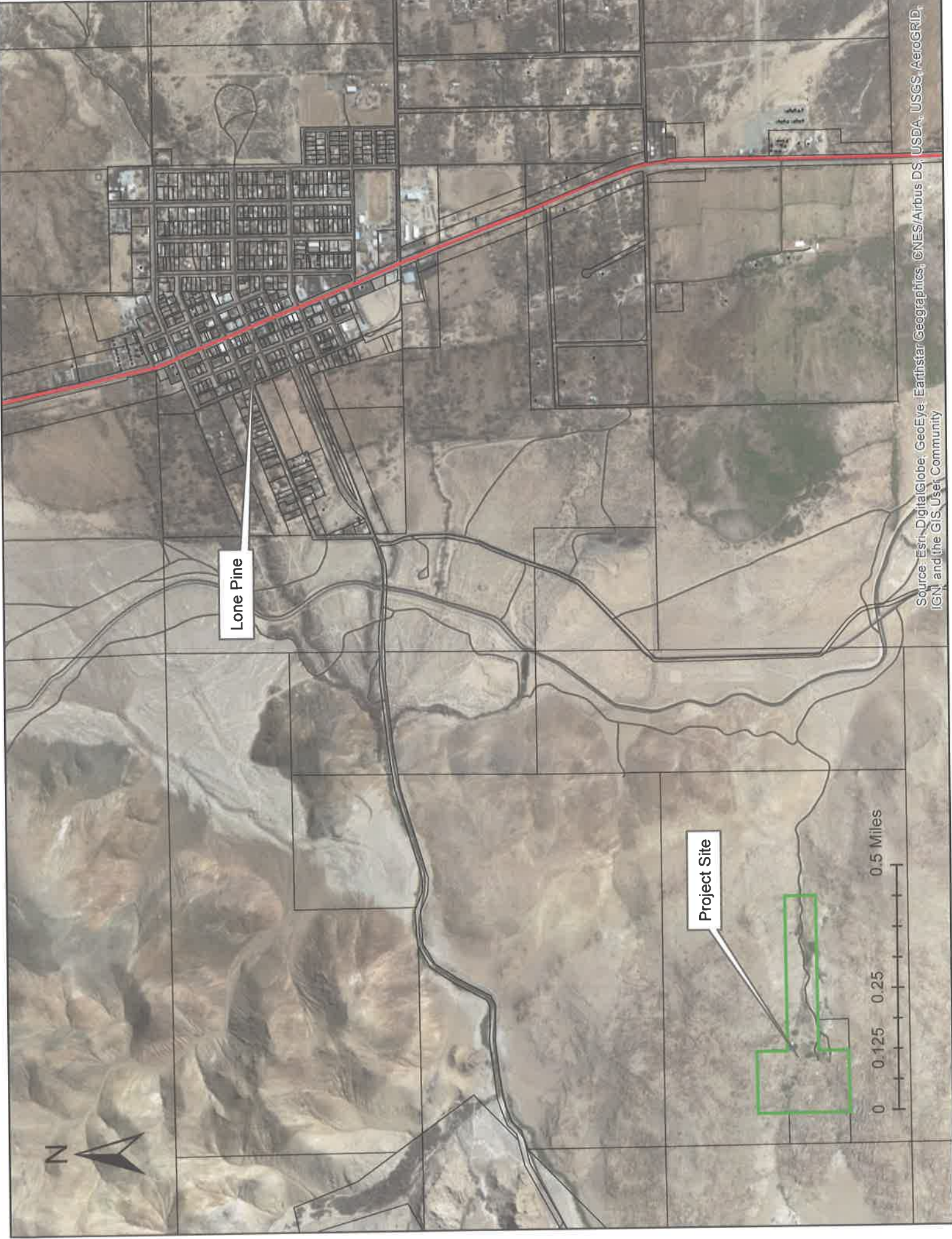
HIDDEN VALLEY RANCH

0.5 Miles

0.25

0.125

0



Lone Pine

Project Site

0 0.125 0.25 0.5 Miles

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

38

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

FROM: Kathe Barton, Environmental Health

FOR THE BOARD MEETING: July 10, 2018

SUBJECT: Second reading of an ordinance of the Inyo County Board of Supervisors amending section 7.12.020 and subsections 7.12.030(a)(3), 7.12.030 (a)(4), 7.12.050(c)(3), 7.12.050(c)(9), 7.12.050(d)(7), 7.12.060(b)(8), and 7.12.100(a) of the Inyo County code pertaining to onsite wastewater treatment.

DEPARTMENTAL RECOMMENDATION:

- (1) Adopt the above referenced Ordinance Amendment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Local Area Management Plan (LAMP) is the required end result of California Assembly Bill 885, which was approved on September 27, 2000. This legislation directed the State Water Resources Control Board (SWRCB) to develop uniform, statewide standards for onsite wastewater treatment systems (OWTS) that are to be implemented by qualified local agencies. The SWRCB adopted the Water Quality Control Policy for Siting, Design, Operation and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy) on June 19, 2012 and it became effective on May 13, 2013. The OWTS Policy allows local agencies to approve OWTS, based on a local ordinance, after approval of a LAMP by the relevant regional water quality control board, in this case, the Lahontan Regional Water Quality Control Board (Water Board). The Inyo County OWTS Ordinance No. 1206 has already been adopted by your Board on May 2, 2017. However, there are changes that need to be made to Ordinance 1206 so content doesn't conflict with the LAMP.


A tentative resolution, considering approval of the LAMP for Inyo County, has been drafted and is on the Lahontan Water Board's agenda for the meeting scheduled in Bishop, CA, on July 18-19, 2018. The Water Board will consider adoption of the resolution at this meeting. Part of the consideration for adoption of the LAMP by the Water Board is prior approval of the LAMP by the Inyo County Board of Supervisors. With Board of Supervisors approval, it is likely that the Inyo County LAMP will be adopted as submitted.

ALTERNATIVES: Your Board could decide not to approve the ordinance, which would then result in a conflict between the existing Chapter 7.12 and certain provisions in the LAMP. Absent compliance with the LAMP, oversight of local OWTS would revert back to the State Water Board OWTS Policy under Tier 1 conditions. This would mean more stringent requirements for siting, design and construction, including the requirement for a minimum 2.5 acre parcel size for newly constructed OWTS, and render certain provisions in the existing Chapter 7.12 unenforceable.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>06/26/18</u>
AUDITOR/CONTROLLER: NA	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR: NA	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: Kathleen Barton Date: 6/26/18
(Not to be signed until all approvals are received)

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

ORDINANCE NO. 1232

**AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS
AMENDING SECTION 7.12.020 AND SUBSECTIONS 7.12.030(a)(3), 7.12.030
(a)(4), 7.12.050(c)(3), 7.12.050(c)(9), 7.12.050(d)(7), 7.12.060(b)(8), AND 7.12.100(a)
OF THE INYO COUNTY CODE, PERTAINING TO ONSITE WASTEWATER
TREATMENT SYSTEMS**

WHEREAS, Section Inyo County previously adopted Chapter 7.12 of the Inyo County Code prior to obtaining approval of the Local Area Management Plan (LAMP) required by AB 885; and

WHEREAS, the Lahontan Regional Water Quality Control Board reviewed the County's draft LAMP and suggested changes that would conflict with certain elements of Chapter 7.12; and

WHEREAS, the Board wishes to adopt the LAMP and amend Chapter 7.12 to conform to ensure consistency between the regulations.

NOW, THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:

SECTION I: Section 7.12.020 is amended in its entirety as follows:

“7.12.020 Definitions.

- a. “Administrative Authority” (AA) is the Director of the Environmental Health Services Department for Inyo County, or a duly authorized representative.
- b. Alternative Onsite Wastewater Treatment System (OWTS): a type of OWTS that utilizes a wastewater treatment technology other than a conventional septic tank and/or a method of wastewater disposal other than a conventional drainfield trench/bed for the purpose of producing a higher quality effluent and improved performance of and siting options for effluent dispersal.
- c. Basin Plan: means the same as “water quality control plan” as defined in Division 7 (commencing with Section 13000) of the California Water Code. Specifically, “Water Quality Control Plan for the Lahontan Region.”
- d. Bedrock: means the rock, usually solid, that underlies soil or other non-consolidated materials.
- e. Cesspool: an excavation in the ground receiving domestic wastewater, designed to retain organic matter and solids, while allowing the liquids to seep into the soils.
- f. Conventional Onsite Wastewater Treatment System (OWTS): a type of OWTS consisting of a septic tank for primary treatment of sewage followed by a series of drainfield trenches or beds for subsurface disposal of effluent into the soil. A conventional system may use gravity flow or a pump system to convey effluent from the septic tank to the drainfield.
- g. Dispersal System: a series of trenches, beds, subsurface drip lines, or other approved method for subsurface infiltration and absorption of wastewater

- effluent, including all component parts such as piping, valves, filter material, chambers, dosing systems, siphons and other appurtenances.
- h. Domestic Wastewater: wastewater with a measured strength less than high strength wastewater that is typically discharged from residential plumbing fixtures, appliances and other household fixtures including toilets, bathtubs, showers, laundry facilities, sinks, dishwashers and garbage disposals. Domestic waste may include wastewater from commercial buildings such as office buildings and retail stores but does not include industrial waste or recreational vehicle dump stations.
 - i. Drainfield: a system of trenches or beds that distribute treated sewage effluent for subsurface dispersal into the soil. A drainfield is also known as a “leachfield” or a “soil absorption area.”
 - j. Equivalent Dwelling Unit (EDU): An EDU is an equivalent dwelling unit and is defined by the AA to be the measure of volume and strength of flow or expected flow of sanitary sewage equivalent to that generated by a single family residential establishment. NOTE: The Lahontan Basin Plan defines one EDU as the equivalent of 250 gallons per day, based on the California Plumbing Code, Appendix K.
 - k. Failure: The ineffective treatment and dispersal of waste resulting in the surfacing of raw or inadequate treated sewage effluent and/or the degradation of surface or groundwater quality.
 - l. Groundwater: water below the land surface that is at or above atmospheric pressure.
 - m. High-strength wastewater: wastewater having a 30-day average concentration of biochemical oxygen demand (BOD) greater than 300 milligrams-per-liter (mg/L) or of total suspended solids (TSS) greater than 330 mg/L or a fats, oil, and grease (FOG) concentration greater than 100 mg/L prior to the septic tank or other OWTS treatment component.
 - n. Holding Tank: a watertight receptacle used to collect and store wastewater prior to it being removed from the property by vacuum pump or hauling, or other approved method. The use of holding tanks in Inyo County may only be allowed if specifically approved by the local enforcement agency, for the abatement of immediate health hazards or for certain public use facilities.
 - o. Intermittent Sand Filter: an alternative OWTS using a packed bed filter of medium grained sand used to treat septic tank effluent to an advanced level. The system may be either with a bottom or bottomless. The wastewater is dosed to the surface of the sand via a pressure distribution network.
 - p. Installation Permit: a document issued by the AA that conveys approval of and sets forth applicable conditions for the installation of an OWTS, or component thereof.
 - q. Mound: an alternative OWTS consisting of an above ground sand bed placed over a tilled native soil absorption area, on top of which is placed a bed of gravel for distribution of septic tank effluent, which is then covered by soil to stabilize the surface and support vegetative growth. Effluent is applied to the distribution bed using pressure distribution.

- r. Onsite Wastewater Maintenance Provider: a person possessing the minimum education, training and experience, as defined by the system manufacturer, to operate, monitor and maintain an alternative OWTS.
- s. Onsite Wastewater Treatment System (OWTS): a system of pipes, valves, trenches and other components used for the collection, treatment and subsurface dispersal of domestic wastewater on the subject lot, except in the case of clustered systems, where ultimate disposal may be on a nearby lot. For the purpose of this policy, OWTS do not include graywater systems pursuant to Health and safety Code Section 17922.12.
- t. Operating Permit: a document issued by the AA that sets operating and maintenance requirements for owners of alternative OWTS constructed after the effective date of this LAMP.
- u. Qualified Inspector: a Registered Environmental Health Specialist, Professional Engineer, or Qualified Contractor or an individual that meets the requirements of the State OWTS Policy.
- v. Qualified Professional: an individual licensed or certified by a State of California agency to design onsite wastewater treatment systems and practice as professionals for other associated reports, as allowed under their license or registration. Depending on the work to be performed and various licensing and registration requirements, this may include an individual who possesses a Registered Environmental Health Specialist certificate (REHS) or is currently licensed as a Professional Engineer, a registered Geotechnical Engineer or Professional Geologist.
- w. Qualified Contractor: a contractor holding a license that is current and active from the Contractors State License Board for Plumbing (C-36), Sanitation System (C-42), or General Engineering Contractor (A). A contractor holding a license as a General Building Contractor (B) shall be considered a qualified contractor when constructing, modifying or abandoning an onsite wastewater treatment system as part of a larger construction project involving a new structure or major addition to an existing structure.
- x. Percolation Test: a method of evaluating water absorption of the soil. The test is conducted with clean water and test results are used in the design and sizing of the dispersal system.
- y. Pressure Distribution: a method of wastewater dispersal utilizing a pump or automatic dosing siphon and distribution piping consisting of small diameter plastic pipe with small perforations spaced uniformly along its length; it is used to achieve equal distribution of wastewater within a treatment unit, such as a sand filter, or a dispersal field.
- z. Regional Water Quality Control Board: means the California Regional Water Quality Control Boards designated by Water Code Section 13200, which have authority for adopting, implementing and enforcing water quality control plans (basin plans) which set forth the State's water quality standards and the objectives or criteria necessary to protect those beneficial uses. The Lahontan RWQCB has jurisdiction over Inyo County.
- aa. Sanitary Sewer: a system for collecting residential or municipal wastewater and directing the collected wastewater to a treatment works prior to dispersal.

- bb. Seepage pit: A drilled excavation, three to four feet in diameter, that is gravel filled, and receives the effluent discharge from a septic tank or other OWTS treatment unit for dispersal.
- cc. Septic Tank: a water tight covered receptacle designed and constructed for primary treatment to receive the discharge of sewage from a building sewer, separate solids from the liquid, digest organic matter and store digested solids through a period of detention, and allow the clarified liquids to discharge for supplemental treatment and/or final dispersal.
- dd. Site: the land area occupied, or proposed to be occupied, by the OWTS, including any designated reserve areas.
- ee. Soil: the naturally occurring body of porous mineral and organic materials on the land surface, which is composed of unconsolidated materials, including sands, silts and clays mixed with varying amounts of larger fragments and organic material.
- ff. Supplemental Treatment: a device or system used in an OWTS to perform additional wastewater treatment functions, beyond primary treatment, and capable of reliably producing wastewater effluent of secondary quality or better, prior to discharge to the dispersal system. Secondary treatment is defined as producing effluent meeting 30 day average concentration limits of 30 mg/l for BOD and for total suspended solids.
- gg. SWRCB OWTS Policy: the State Water Quality Control Plan for Siting, Design, Operation and Maintenance of Onsite Wastewater Treatment Systems adopted by the State Water Resources Control Board on June 19, 2012, which became effective on May 13, 2013.
- hh. Waste Discharge Requirements (WDR): an operation and discharge permit issued for the discharge of waste pursuant to California Water Code Section 13260.
- ii. Watercourse: a defined channel with beds and banks within which water flows either perennially, ephemerally or intermittently, including overflow channels contiguous to the main channel. A watercourse may be either natural or man-made. For purposes of this policy, watercourse also includes water bodies such as ponds, lakes, marshes and seasonal wetlands.”

SECTION II: Section 7.12.030(a)(3) is amended in its entirety as follows:

“3. New cesspools will not be allowed in Inyo County. Should the AA discover a cesspool through the failure of an existing system, a septic tank and seepage pit or drainfield would replace the cesspool. The county will report any cesspools it finds in its annual report.”

SECTION III: Section 7.12.030(a)(4) is amended in its entirety as follows:

“4. Seepage pits will only be considered for replacement of an existing failing cesspool or seepage pit when there is no reasonable option to construct a conventional or alternative system.”

SECTION IV: Section 7.12.050(c)(3) is amended in its entirety as follows:

“3. Septic tanks shall have a minimum capacity of 1000 gallons.”

SECTION V: Section 7.12.050(c)(9) is amended in its entirety as follows:

“9. Septic tanks with greater than six inches of cover must have risers installed to within six inches of finished grade to enhance access for maintenance. Access lids shall be gas-tight, securely fastened with stainless steel or other corrosion resistant fasteners and be resistant to vandals, tampering and access by children.”

SECTION VI: Section 7.12.050(d)(7) is amended in its entirety as follows:

“7. Leach line trenches shall be from 18 inches to 36 inches wide, with leveled bottom. From 6 inches to 48 inches of crushed stone or gravel, free of fines and dirt, sized from three quarters of an inch to two and one half inches, shall be installed below the perforated leach pipe. Four inch drain (sewer) pipe shall be placed level on top of the crushed rock or gravel, with the perforations facing down. A minimum of four inches of rock or gravel shall be placed on top of the perforated pipe. Three inches of straw or hay, or a layer of untreated building paper shall be placed over the rock or gravel to keep the backfill from infiltrating the crushed rock or gravel. A minimum of twelve inches of backfill shall be placed over the straw, hay or building paper.”

SECTION VII: Section 7.12.060(b)(8) is amended in its entirety as follows:

“8. Any septic tank or treatment tank which is uncovered for purposes of servicing, repair or modification shall be retrofitted with access risers extending to within six inches of grade if not already in place. If the septic tank or treatment tank is located at greater than five feet below grade, then the riser shall be a minimum of thirty inches in diameter. Risers must be installed to allow for the measurement of the thickness of the tank top.”

SECTION VIII: Section 7.12.100(a) is amended in its entirety as follows:

“a. The AA may adopt policies and procedures to implement and administer this chapter. Additionally, the Board may adopt a Local Area Management Plan by Resolution.

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SECTION IX: EFFECTIVE DATE

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

PASSED AND ADOPTED THIS __ DAY OF _____, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

**Dan Totheroh, Chairperson
Inyo County Board of Supervisors**

**ATTEST:
Kevin Carunchio
Clerk of the Board**

By: _____
Darcy Ellis, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

39

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

FROM: Dave Stottlemyre, Inyo County Assessor
FOR THE BOARD MEETING OF: July 10, 2018

SUBJECT: Establish Fees for the Assessor's Office

DEPARTMENTAL RECOMMENDATION:

Request Board enact an ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Establishing Fees for the Assessor's Office"

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION:

Each year, the Assessor's office receives requests for copies of the roll, parcel maps, and/or information from a property owner's parcel file. Requests for copies of the roll have typically been from private sector entities which then reformat the information and resell it.

ESTABLISHING FEES

Based on the attached Fee Study, the Assessor recommends that the Inyo County Board of Supervisors establish the following fees:




- | | |
|----------------------------------------------------------------|----------|
| 1) Copy of the roll | \$320.00 |
| 2) Misc photocopies | \$ 0.10 |
| 3) Copies of maps on paper | \$ 0.15 |
| 4) Copies of maps on CD | \$.50 |
| 5) All other requests for services to be based on hourly rates | |

ALTERNATIVES:

- 1) The Inyo County Board of Supervisors could choose not to establish fees in the Assessor's office. This would result in some fees not being collected to cover the actual cost to provide the service.

FINANCING:

It is anticipated that the proposed fee schedule as submitted would result in an annual increase in revenue of \$1,920 annually.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved:  Date: 06/21/18
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: yes Date: 6/19/18
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: ✓ Date: 6/25/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 6-25-18

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA
ESTABLISHING FEES FOR SERVICES PROVIDED BY THE ASSESSOR**

WHEREAS, certain provisions of California law, including Revenue and Taxation Code Sections 408.3 and 409, authorize the County and its Assessor to charge a fee for services provided to the public; and

WHEREAS, the Inyo County Assessor's office desires to establish a fee schedule to help inform the public of the applicable fees for certain services it may provide upon request by a member of the public.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO RESOLVES AS FOLLOWS:

There is established the following schedule of fees for services provided by the Assessor's office at the request of a member of the public:

Misc. photocopies	\$0.10 per page
Maps on paper	\$0.15 per map on standard page. Or actual cost for non-standard pages (if available)
Maps on CD	\$0.50 per CD
Printed labels	Actual cost + applicable employee hourly rate
Secured roll	\$320.00
UnSecured roll	\$320.00
Parcel combinations & splits requested owner(s)	Applicable employee hourly rate
Lot line adjustments requested by owner(s)	Applicable employee hourly rate
Research	Applicable employee hourly rate

**Assessor's Office
Hourly Rates:**

Assessor	86.32
Assistant Assessor	71.86
Admin Analyst II	58.03
Appraiser I	46.38
Appraiser I	58.90
Auditor Appraiser I	41.82
Cadastral Tech I	44.76
Office Technician I	43.28
B-PAR Office Technician I	20.74

PASSED, APPROVED and ADOPTED this _____ day of _____, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Totheroh, Chair
Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio,
Clerk of the Board

Assistant Clerk of the Board

41

Amy Shepherd
Auditor- Controller
ashepherd@inyocounty.us

(760) 878-0343
(760) 872-2700
(760) 876-5559
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COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER
P. O. Drawer R
Independence, California 93526

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RUSTY HUERTA
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July 3, 2018

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section 26905 and 26921 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By: , Deputy
Heather Williams

STATEMENT

MONEY IN COUNTY TREASURY

FOR APRIL-JUNE 2018

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26921 of the Government Code, and being duly sworn on oath, makes the following report for the period ending June 29, 2018.

Amount of money that should be in the treasury on June 29, 2018

is	\$126,156,271.92	
Receipts from 03/30/18-06/29/18	\$49,414,426.26	
(Less paid warrants) Amount actually therein is	(\$45,309,984.68)	
Active Balance		\$5,847,278.11
Silver		\$19.66
Currency		\$5,208.00
Certificates of Deposit		\$104,784,413.86
CD		\$20,541,000.00
Local Agency Debt		\$1,399,437.87
Deposits on Hand		
Corp Obligation		\$3,642,126.53
	130,260,713.50	\$136,219,484.03

Difference:

EL DORADO SIFPD ACCT FEES (\$29.03)
PERS ICOE \$114,276.67
PERS ICOE \$50,726.38
PERS PIONEER CEMETERY \$2,142.86
PERS/ADMIN FEES \$2,250.00

TRANSFER TO LAIF \$3,500,000.00
REMOTE DEPOSIT (\$673,678.50)
03/29/18 F/A MATURITY \$2,000,000.00
03/29/18 CD MATURITY \$248,000.00
03/29/18 REMOTE DEPOSIT \$715,082.15

Amy Shepherd

County Auditor

Subscribed and sworn to before me this 5th day of July 2018



wjle

Assistant Clerk of the Board of Supervisors
INYO COUNTY